

AGREEMENT

between

**THE BOARD OF EDUCATION
OF SCHOOL DISTRICT NO. 65
EVANSTON, ILLINOIS**

and

**EVANSTON CUSTODIAL/MAINTENANCE ASSOCIATION,
ILLINOIS EDUCATION ASSOCIATION-NEA**

for

**SCHOOL YEARS
2016-17, 2017-18, 2018-19, 2019-20 and 2020-21**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	RECOGNITION..... 1
ARTICLE II	DUES DEDUCTION AND FAIR SHARE 2
ARTICLE III	EMPLOYEE AND ASSOCIATION RIGHTS..... 6
ARTICLE IV	EMPLOYEE DISCIPLINE..... 10
ARTICLE V	EMPLOYEE EVALUATION..... 11
ARTICLE VI	PERSONNEL FILES 12
ARTICLE VII	GRIEVANCE PROCEDURE 13
ARTICLE VIII	LEAVES..... 17
ARTICLE IX	MANAGEMENT RIGHTS..... 23
ARTICLE X	NO STRIKE OR WORK STOPPAGE 24
ARTICLE XI	SUPERVISION OF PERSONNEL..... 25
ARTICLE XII	VACANCIES AND TRANSFERS..... 26
ARTICLE XIII	SENIORITY/DISMISSAL/LAYOFF 28
ARTICLE XIV	WORKING CONDITIONS 30
ARTICLE XV	VACATIONS..... 34
ARTICLE XVI	COMPENSATION AND FRINGE BENEFITS..... 35
ARTICLE XVII	NEGOTIATION PROCEDURES..... 43
ARTICLE XVIII	TERM AND EFFECT OF AGREEMENT 44
SIDE LETTER 46

ARTICLE I
RECOGNITION

The Board of Education of District #65 Evanston, Cook County, Illinois (hereinafter the “District”), hereby recognizes the Evanston Custodial/Maintenance Association, Illinois Education Association-NEA (hereinafter “ECMA” or the “Association”), as the sole and exclusive bargaining representative for all full-time and part-time custodial and maintenance employees, including general custodians, drivers, second person in middle school, head custodians in elementary and middle schools, and warehouse employees employed by Evanston Community Consolidated School District #65. Such representation shall exclude all custodial substitutes (floaters), managerial, supervisory and confidential employees as defined in the Act. “Bargaining unit member”, “employee”, or “custodial/maintenance employees” when used hereinafter in this Agreement shall refer to all employees represented by the ECMA, IEA-NEA, in the bargaining unit as above defined. The term “District” or “employer” when used hereinafter in this Agreement shall refer to the Board of Education of School District #65 or its administrative or supervisory personnel.

ARTICLE II

DUES DEDUCTION AND FAIR SHARE

- A. Any member of the bargaining unit who is a member or has applied for membership in the Association may sign and deliver to the District a written authorization for continuous or annual dues deduction. The appropriate authorization forms shall be provided by the Association. The continuous authorization shall remain in effect from year to year unless the employee revokes said authorization in writing between June 1 and July 31 of any calendar year.
- B. The District shall deduct from each employee's pay the current dues of the Association provided the District has received official written notification of the dues amount or increase thereof. Pursuant to such authorization, the District shall deduct such dues from the regular salary check of the bargaining unit member each month beginning in October and ending in June of each year. The District shall remit said deducted dues to the Association within fifteen (15) days following the pay period deduction. The District shall deduct the dues authorized for those employees who are employed after the commencement of the school year in as equal installments as possible to insure that the proper dues are deducted for those employees by June of the school year.
- C. Fair Share
1. It is recognized that the negotiation and administration of this Agreement entail expenses which appropriately are shared by all bargaining unit employees who are beneficiaries of said Agreement. To this end, commencing with the effective date of this Agreement, if such an employee does not join the Association or

execute a dues deduction authorization mutually agreed upon by the parties hereto, he or she will:

- a. execute an authorization for the deduction of a sum equal to the cost of services rendered by the Association that are chargeable to non-members under state or federal law; or
 - b. pay a like sum directly to the Association.
2. In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment of the bargaining unit employee, or the effective date of this Agreement, whichever is later, the Board will deduct from his or her regular pay check the fair share fee in payments or equal installments, starting with the subsequent payroll period, provided:
- a. the Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules of the IELRB; and
 - b. the Association has annually certified in writing to the Board the amount of said fair share fee—which amount must not exceed that permitted by applicable law—and has annually certified in writing to the Board that such notice has been posted.
3. In no event shall the District begin such fair share fee deduction earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Association.
4. The provision of this Section shall not apply to any employee employed after the start of the second semester for the remainder of that year only.

5. The parties expressly recognize the right of employees to challenge the amount of fair share fees. The parties acknowledge that such challenges will be handled pursuant to rules adopted by the IELRB.
6. In the event an employee objects to the amount of such fee, the District shall continue to deduct the fee and transmit the fee (or the portion of the fee in dispute) to the IELRB which shall hold the fee in escrow in an account established for that purpose. The District shall continue to transmit all such fees to the IELRB until further order of the IELRB. If the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to then applicable IELRB procedures.
7. If a non-member employee declares the right of a non-association based upon bona fide religious tenets, such employee shall be required to pay an amount equal to the employee's proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the IELRB in accordance with its rules.
8. The Association, the Illinois Education Association and the National Education Association agree to indemnify, save and hold the District harmless against any claims, demands, suits, or other form of liability which may arise by reason of any action taken or omitted by the Association or the District in complying with the

provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith.

9. The District agrees to notify the Association promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of Section 8 above, and if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

ARTICLE III

EMPLOYEE AND ASSOCIATION RIGHTS

A. Notice of Board Meetings/Right to Appear

When practicable, the President of the Association or the President's designee shall be given written notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of each meeting at least twenty-four (24) hours prior to the scheduled time of the meeting. In keeping with Board policy, the Association President or the President's designee shall be given the opportunity to express the Association's views and make recommendations to the Administration or Board on issues which impact custodial/maintenance employees.

B. Official Board Minutes

One (1) copy of all official Board minutes shall be emailed to the Association President within three (3) days after they are posted on the District's website.

C. New Employees

Names and addresses of newly hired bargaining unit employees shall be made available to the Association President within fourteen (14) days after their employment. Further, an updated list of the names and addresses of all bargaining unit employees will be sent to the Association President by October 1 of each year. The District will notify the Association President of bargaining unit employment status changes within ten (10) working days of Board approval.

D. Meetings on District Property

The Association and its representatives shall have the right to hold a reasonable number of official meetings per year on District property, related to the Association's role as

bargaining agent for bargaining unit employees, provided that such meetings in no way interfere with District use of said property and provided that when special custodial service is required, the Association will reimburse the District for the cost of same.

E. Use of District Facilities

The Association and its representatives shall have the right to use District telephones for non-toll calls only, typewriters, calculators, audio visual and duplicating equipment, computers, and other available District technology with advance notice to the appropriate Administrator, to the extent that such use pertains to the Association's role as bargaining agent for bargaining unit employees, provided that such use in no way interferes with District use of said equipment and provided that the Association will reimburse the District for any additional costs related to the Association's use of this equipment.

F. Association Bulletin Board Space

The Association shall have the right to post notices of activities and matters of Association concern on an Association-supplied bulletin board for support staff, of reasonable size, to be located at each worksite. The Association may use the District mail service and employee mail boxes, in keeping with Board of Education policy, for a reasonable volume of materials pertaining to the Association's representation of bargaining unit employees.

G. Staff Directory

The ECMA and its president shall be listed in the Staff Directory which is prepared annually by the District, provided the information is supplied to the District by October 1.

H. Authorized Agreement — Copies

Upon completion of negotiations, an authorized Agreement shall be signed by the Board of Education President and the President of ECMA. A copy of this Agreement will be distributed to all employees, including employees upon initial hire. The cost of providing these copies shall be borne equally by the District and ECMA.

I. Association Leave

The District will permit employees from the bargaining unit to be absent from work without loss of pay for up to a maximum total for the entire bargaining unit of ten (10) days per school year for official Association business on the following conditions:

1. the Association shall reimburse the District for the cost of substitute(s) if employed;
2. the Association President shall deliver to the Director of Buildings and Grounds written notification of the leave at least one week in advance of the commencement of the leave; and
3. no more than four (4) employees shall be on such leave at the same time.

J. Employee Indemnification

The Board shall, pursuant to the School Code, agree to indemnify and protect custodial/maintenance employees against death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent and wrongful acts allegedly committed during the scope of employment or under the direction of the Board.

There shall be no deduction in salary for time lost as a result of legal or administrative proceedings held pursuant to the Board's commitments for indemnification and defense in this section.

K. Complaints Against Employee

Any complaint deemed by any administrator or Board member to justify investigation and/or disciplinary action shall be brought to the attention of the employee involved within five (5) working days. Except in cases of extreme emotional instability or alleged criminal action, or other situations when the safety or health of the pupils and/or other person(s) appear to be in jeopardy, no action shall be taken until such information has been supplied to the employee.

L. Student Medication

Under no circumstances will employees be required to administer medication to students; however, those employees who provide emergency assistance to students within the scope of their employment will be indemnified as provided in Article III, Section J., of this Agreement.

M. Information Requests

When the Association President or Vice President requests information from the District which the Association needs in order to intelligently perform its function as bargaining representative for the bargaining unit employees, and which the District is required to furnish under the Illinois Educational Labor Relations Act, the District will respond to said request in a timely manner.

ARTICLE IV

EMPLOYEE DISCIPLINE

A. Right of Representation

Upon request, a bargaining unit member shall be entitled to have a representative of the Association present during any meeting relative to disciplinary action.

B. Suspension and Discharge

Employees will be in a probationary period for six (6) months worked. After employees have satisfactorily completed their probationary period with the District, they shall not be suspended without pay or discharged without just cause.

ARTICLE V

EMPLOYEE EVALUATION

A. Notification

Upon initial employment, employees shall be advised of the District's evaluation procedures. Each employee shall have the opportunity to respond in writing to an evaluation. Each evaluation will become a part of an employee's personnel file.

B. Association Input

The District will provide the Association with a copy of any evaluation instrument prior to the adoption of such an instrument and will consider comments of the Association concerning such instrument.

ARTICLE VI

PERSONNEL FILES

There shall be only one official personnel file. Employees shall have the right, upon reasonable notice, to review the post-employment contents of their own file. Employees shall have the right to a copy of any such item(s), provided they shall reimburse the District for the cost of such reproduction. Employees shall have the right to respond to any critical or derogatory material contained in their personnel file and to have such response placed in their personnel file. Employees shall be notified within ten (10) work days (days in which the District's Central Administrative Office is open) of any disciplinary matters placed in their personnel files.

ARTICLE VII
GRIEVANCE PROCEDURE

A. Definitions

1. Any claim by the Association or any employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement, shall be a grievance.
2. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the prescribed time limits shall permit the grievance automatically to proceed to the next step. These time limits may be extended by mutual written agreement.
3. All time limits shall consist of days when the District's Central Administrative Office is open.

B. Procedures

The parties hereby acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

1. **Step I** - Within twenty (20) days following the occurrence of the event giving rise to the alleged grievance, the employee or the Association may present the grievance in writing to the grievant's immediate supervisor, who will arrange for

a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative, the grievant, the immediate supervisor, and the Director of Buildings and Grounds shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Assistant Superintendent of Human Resources' written response, including the reasons for the decision.

2. **Step II** - If the grievance is not resolved at Step I, the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after the Step I answer. The Superintendent or designee shall arrange with the Association representatives for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and internal representatives as it deems necessary. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's or designee's written response, including the reasons for the decision.
3. **Step III** - If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to arbitration through the American Arbitration Association ("AAA"), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date for the Step II answer, then the grievance shall be deemed withdrawn. The arbitrator shall follow the standard rules of the AAA and shall have no authority or jurisdiction to add to, subtract from, alter, or modify the terms of this Agreement. Arbitration awards in keeping with the preceding

sentence shall be final and binding upon the parties. The arbitrator's fees and expenses shall be borne equally by the parties. If the parties agree, the arbitrator may follow AAA's expedited rules.

C. Bypass to Step II

If the Association and the Superintendent or his/her designee agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.

D. Bypass to Arbitration

If the Superintendent or his designee and the Association agree, a grievance may be submitted directly to arbitration.

E. Association Participation—Employee Representation

The District acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

F. Released Time

Should the investigation or processing of any grievance require that employees be released from their regular assignment, such employee shall be released without loss of pay or benefits.

G. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

H. Grievance Documents

Grievances and documents pertaining solely to the processing of grievances shall be kept separate from employee personnel files.

I. Expedited Arbitration

Upon mutual agreement of the parties, expedited arbitration may be employed under the rules and regulations of the American Arbitration Association.

ARTICLE VIII

LEAVES

A. Sick Leave

Each full-time employee shall be credited with twelve (12) days of sick leave—equal to the number of hours he or she regularly works each day—the unused portion of which shall accumulate from year-to-year without limitation. Sick leave days will be prorated for part-time employees and for employees who are hired during the school year. The sick leave days may be used for disability due to illness, accident, pregnancy or childbirth, quarantine at home, or serious illness or death in the immediate family or household. For purposes of this Section the immediate family or household includes parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, in-laws and legal guardians. Sick leave taken because of serious illness in the immediate family or household shall not exceed one (1) calendar month in any school year. Special exceptions may be made by approval of the Board.

B. Funeral Leave

Employees shall be granted up to three (3) days of funeral leave which may be used in connection with the death of a member of the employee's immediate family or household, as defined in Paragraph A above, and the employee's domestic partner's immediate family. This is apart from sick leave and is non-cumulative.

C. Workers' Compensation

Absence due to injury or illness incurred in the course of employment and which qualifies for workers' compensation under the Illinois Workers' Compensation Act, shall not be charged against the employee's sick leave days, provided that the employee shall

pay to the District the salary insurance received under the Illinois Workers' Compensation Act for the duration of such absence.

D. Personal Business

At the beginning of each school year, each employee shall be credited with two (2) days to be used for personal business which cannot be conducted outside of the normal work hours. The decision to grant or deny personal business leave will not be made on an arbitrary or capricious basis. An employee planning to use a personal business leave day or days shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency. Personal business leave days shall be available for the practice of individual religious preferences regardless of the day of the week. Such leave shall be non-cumulative as personal business days, but will be added to the accumulated sick leave days available to the employee. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal business leave day, except upon the approval of the Director of Buildings and Grounds, in cases of emergency or religious holidays. Requests for such exceptions must be made in writing as soon as possible.

E. Jury Duty

Any employee called for jury duty during working hours shall be paid his/her full salary for such time and suffer no loss of benefits or contractual advantage.

F. Statement of Available Leave

The District shall furnish each employee with a statement available electronically setting forth the total unused leave day credit available under this Article.

G. Unpaid Maternity/Parental Leave

1. Unpaid Maternity Leave

- a. If a maternity leave in connection with child birth is desired, the employee shall arrange for a meeting with the Assistant Superintendent of Human Resources, or his/her designee. The purpose of the conference shall be to determine a mutually agreeable plan for the leave.
- b. Employees shall notify the Assistant Superintendent of Human Resources in writing if they desire to return after the leave is completed. This written notification shall be accompanied by a physician's written statement that the returning employee is physically able to resume full duties. Employees shall be permitted to return from maternity leave as soon as they are physically able, if they choose to do so. Otherwise, employees shall return at the commencement of the next fiscal year. Employees returning from maternity leave shall be returned to a position comparable ("equal pay") to that which they held prior to the maternity leave, provided that nothing contained herein shall be interpreted to insulate employees on maternity leave from reductions in force.
- c. Employees whose maternity leave exceeds six (6) months shall submit the written notice of intention to return referred to in subparagraph b above, no later than March 1. Failure to comply with the notice to return requirements for maternity leave shall be treated as an election not to return to employment and shall be considered a voluntary resignation from the District.

- d. Any insurance benefits under the provisions of this Agreement which would otherwise accrue to an employee shall be suspended on the first day of the month immediately following the beginning of the leave of absence. Except as provided in Paragraph I (FMLA), employees on maternity leave may make arrangements during said leave to continue insurance coverage as provided in this Agreement at their own expense. Any employee granted maternity leave who has completed ninety (90) days or more of the school year prior to said leave shall be considered to have completed a full year for purposes of any applicable advancement on the salary schedule.
- e. Any employee desiring maternity leave as a result of becoming an adoptive parent shall notify the Assistant Superintendent of Human Resources, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Assistant Superintendent of Human Resources of the date the child is expected to be received. It shall be the responsibility of the applying employee to keep the Assistant Superintendent of Human Resources informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child. This subparagraph shall not be applicable if the adopted child is ten (10) or more years of age at the time the child is received.

2. Unpaid Parental Leave

Unpaid parental leave shall be granted to an employee, upon request, to begin any time between the birth or adoption of his/her child and three (3) calendar months thereafter. Subparagraphs a. through e. above shall apply to parental leaves, except for the disability language of subparagraph b. and the first sentence of subparagraph c.

H. Unpaid Leave of Absence

A leave may be requested in writing for a period not to exceed one (1) year from the date of leaving. Whether or not to grant an unpaid leave of absence shall be at the complete discretion of the Board of Education. An employee shall notify the Assistant Superintendent of Human Resources in writing two (2) months prior to the expiration date of the leave if he/she desires to return after the leave period is completed. The employee shall be returned to a comparable job as soon as is practicable, but not necessarily the same position held prior to the leave of absence. Notwithstanding the foregoing, employees on unpaid leave of absence shall not be insulated from reductions in force.

I. Family and Medical Leave Act (“FMLA”)

The District shall coordinate the benefits provided under this Agreement with those provided under the FMLA. To the extent required by the FMLA, the District will continue to provide hospitalization insurance to eligible employees on Family and Medical Leave for up to twelve (12) weeks in a rolling twelve (12) month period, on the same basis and contribution level as if they were on the active payroll. Any concerns related to the application of this Section may be brought to the attention of the Assistant

Superintendent of Human Resources but may not be the subject of a grievance under this Agreement.

ARTICLE IX

MANAGEMENT RIGHTS

The Board retains the right to manage the District and its custodial/maintenance employees and direct the work of such employees in the manner it determines to be in the best interests of the District. Such right includes, but is not limited to, the right to: hire, discipline, and discharge employees; relieve employees from duty because of lack of work or other legitimate reasons; determine the duties, responsibilities, and qualifications of employees and the manner in which the work is to be performed; determine the size of the work force; and establish and enforce reasonable rules and regulations applicable to bargaining unit employees, so long as such rules and regulations do not conflict with the express terms and conditions of this Agreement.

ARTICLE X

NO STRIKE OR WORK STOPPAGE

During the term of this Agreement there shall be no strike, work stoppage, picketing, or any other form of concerted activity by the custodial/maintenance employees, the purpose of which is to cause District employees to render less than full and complete services to the District, by the Union, its members, or any employees covered by this Agreement. This prohibition applies to strikes and work stoppages for any reason, whether grievable or not.

ARTICLE XI

SUPERVISION OF PERSONNEL

- A. The Head Custodian of a building is responsible to the principal and then to the Director of Buildings and Grounds or Custodial Manager for custodial services in the building and grounds. This will include the care and operation of the heating and ventilating system, general maintenance, cleaning, sweeping, etc. The Director of Buildings and Grounds or Custodial Manager will work with all principals and custodians to improve and maintain quality custodial/maintenance employees' services.
- B. The Head Custodian is expected to plan with the Custodial Manager the load of duties for his or her building.
- C. The Head Custodian, after consultation with the principal, shall report to the Custodial Manager all needs for any skilled services and for supplies and repairs of any necessary parts for the successful operation of the school.
- D. All custodial employees are immediately responsible to their principal.

ARTICLE XII

VACANCIES AND TRANSFERS

A. Vacancies/Posting

1. Posting

When a permanent vacancy occurs in any classification or a new job is created, notice of such position shall be posted on-line within five (5) days of the occurrence of the vacancy, and an email shall be sent to the Association President confirming the electronic posting. The position shall be posted for a period of fifteen (15) days. Under normal circumstances, any jobs posted shall be filled within sixty (60) days following the end of the posting period. Application for any position shall be made in writing to the Assistant Superintendent of Human Resources.

2. Notice of Appointment

Notice of an appointment to any position shall be given to each bargaining unit applicant by the Assistant Superintendent of Human Resources shortly after an appointment has been made.

B. Seniority Considered

The District shall consider all bargaining unit employees when bidding for job openings within the bargaining unit. Among the factors the District shall consider are qualifications, length of service with the District and performance.

C. Involuntary Transfers

Should an involuntary transfer of a bargaining unit employee be necessary, the involved employee(s) shall be notified as soon as practicable and shall promptly have an

opportunity to meet with the Assistant Superintendent of Human Resources or other appropriate administrator regarding same.

ARTICLE XIII

SENIORITY/DISMISSAL/LAYOFF

A. Seniority for all newly hired and rehired employees will begin after a probationary period of six (6) months. After the employee has been employed for six (6) months, seniority rights will revert to the first day of employment in the District. Seniority of employees who have left the service of the District and have thereafter been reinstated will begin from the date of appointment after reinstatement, except when a leave of absence has been granted by the Board of Education, in which case all seniority earned prior to the leave of absence will be retained.

B. Notice

In the case of layoff/termination of employment, either by the employee or the District, at least two weeks' notice will be given except that if, in the opinion of the Board of Education or the Superintendent, the continued presence of an employee on the school premises will be detrimental to the best interest of the District, the employment may be terminated immediately upon notice.

C. Layoff Procedure

1. If it is necessary to reduce the size of the staff, it shall be done in the reverse order of seniority within the separate classifications, which are general custodian, driver, food transporter, second person in middle school, head custodian, warehouse managers, and maintenance employees, assuming that the remaining employees are qualified and able to perform immediately the available work. To the extent required by law, the District will provide full-time employees with at least thirty (30) calendar days' advance written notice of layoff, dismissal, or

reduction of hours, due to a reduction in force, together with a statement of honorable dismissal, if applicable, and the reason therefor. (However, if the reduction in hours is due to an unforeseen reduction in students, only five (5) days' advance notice must be given.) In the event a maintenance employee or head custodian is laid off, he/she shall have the right to replace the least senior employee in the next lower rated classification, provided he/she is qualified and able to immediately perform the available work.

In the event a maintenance employee or head custodian is laid off but has insufficient classification seniority to replace an employee in a lower rated classification, he/she shall have the option to replace the general custodian with the least seniority, provided his total District seniority is greater. Total District seniority shall be credited in making replacement on the custodial salary schedule in the event the aforementioned option is exercised by an employee in a higher rated classification.

2. If the District increases the number of custodial/maintenance employees within one (1) year after a lay-off, the District shall first offer re-employment to the employees laid off in the reverse order of the lay-off. This provision shall not apply to probationary employees.
3. Any such employee so rehired shall be returned to his/her seniority position at the time of lay-off.

ARTICLE XIV

WORKING CONDITIONS

A. Work Week/Hours

The normal work week for bargaining unit employees shall be forty (40) hours, Monday through Friday. The Administration retains the right to establish and revise work schedules as necessary. Should a problem arise concerning any changes in an employee's daily work schedule, the Association shall have the right to request a meeting with the Director of Buildings and Grounds in order to discuss the employee's concerns.

B. Overtime

It is understood that the District has the right to assign overtime to employees. The District will continue its practice of giving as much notice of overtime as is practical. Overtime premiums shall be paid as follows:

1. Time and one-half the employee's regular hourly rate for all hours worked in excess of forty (40) per week. When calculating the number of hours worked in a work week for overtime purposes, approved vacation pay shall be counted.
2. Double the employee's regular hourly rate for all hours worked on Sundays, holidays, and emergency call-back work, provided the employee works all scheduled hours in that week. For emergency call-back work, employees will be paid for a minimum of two (2) hours.
3. Under normal circumstances, the District will make every reasonable effort to offer available overtime to bargaining unit employees.
4. The Parties agree that the District has the right to contract out the weekend and holiday building check work. If, however, employees are assigned such work

they will get one (1) hour of overtime pay for weekend building checks; however, such building checks are not emergency call-back work.

5. When the District finds it necessary to telephone maintenance and custodial workers to report early for snow plowing purposes, which can be done by telephone chains for maintenance and custodial employees, employees will receive a minimum of an additional two (2) hours' pay at time and one-half, provided that they work all scheduled hours in their work day.

C. Equitable Distribution of Overtime

All overtime insofar as practicable shall be divided equitably among the personnel in a school building. The District will make every reasonable effort to offer overtime to local building custodian(s) before assigning warehouse or maintenance staff to such jobs in the schools. This would not apply to overtime requiring technical skills, etc.

D. Payment of Overtime

The Business Office will pay overtime on the 15th and the 30th of the month. Except for the months of September and December, properly completed time sheets submitted by the 12th of the month ordinarily will be scheduled for payment on the 30th and such time sheets submitted by the 27th ordinarily will be scheduled for payment on the 15th of the following month. Any minor deviations from this time sheet schedule will be discussed with the Association and communicated to the employees on a timely basis. For the months of September and December, the schedule will be determined by the Administration by July 1 after consultation with the Association.

E. Training

Employees will be required to attend training sessions from time to time to learn more about their work. Employees required to attend such sessions will be paid for their time. A full in-service day will be established yearly and will be part of the official calendar. Attendance will be mandatory. Staff will have an opportunity to propose content for in-service.

F. Calendar/Work Year

The official calendar will be established by the District annually and will be available electronically, with a copy emailed to the Association President and every Head Custodian.

G. Holidays

The work calendar approved by the Board shall include fourteen (14) paid holidays for bargaining unit employees. Part-time employees shall be eligible for holiday pay on a pro-rata basis.

H. Uniforms

The District will furnish uniforms for all regular custodian and maintenance personnel, shipping and receiving personnel, and truck drivers for the entire year (12 months). Seven (7) uniform sets will be furnished for each employee and the District will pay for the laundering of five (5) uniforms per week. The District also will provide seven (7) T-shirts for warm weather wear and two (2) sweatshirts for cold weather wear. In the fall of 2009, the District will provide one cold weather coat. Uniforms are to be worn only while engaged in school business and are to be kept at all times on school premises.

I. Labor and Management Meetings

The parties agree to hold two (2) meeting per calendar year, the Association and Administration each having an opportunity to select up to four (4) employees to participate.

ARTICLE XV

VACATIONS

Each bargaining unit employee will earn vacation time as follows:

<u>YEARS OF DISTRICT EXPERIENCE</u>	<u>ANNUAL VACATION DAYS EARNED</u>
1-5 years	10 days
6-15 years	15 days
16-20 years	20 days

Vacation accrual for part-time employees shall be pro-rated.

At the Administration's sole discretion, carry-over of unused vacation time will be allowed in an emergency situation when a written request is submitted to the Director of Buildings and Grounds. Such carried-over vacation must be used within the first four (4) months of the new work year. Effective January 1st following ratification of the successor Agreement, newly-hired bargaining unit employees shall earn and be permitted to use vacation days on a pro-rated basis during their initial year of employment.

ARTICLE XVI

COMPENSATION AND FRINGE BENEFITS

A. Salary Schedule

1. Bargaining unit employees shall be paid in accordance with the salary schedules set forth in Appendices A-1, A-2, A-3, A-4, and A-5 which include the following:
 - FY17: 2.5% bonus; no step advancement; fifty-cent (\$.50) increase to the hourly rate of all bargaining unit employees categorized as an “F” (skilled maintenance) effective upon ratification of the successor Agreement; and reclassification of nine (9) Head Custodians with payment of a one-time reclassification longevity stipend of \$3000.00 payable to those employees who are reclassified and who have twenty (20) or more years of service, with the first \$1500.00 payable in July of FY18 and the remainder payable in December of FY18.
 - FY18: .base increase equal to 50% of CPI never paying less than 1.5% or more than 2.5%; no step advancement.
 - FY19: base increase equal to 50% of CPI never paying less than 1.5% or more than 2.5%; step advancement.
 - FY20: base increase equal to 50% of CPI never paying less than 1.5% or more than 2.5%; step advancement.
 - FY21: base increase equal to 50% of CPI never paying less than 1.5% or more than 2.5%; step advancement.
2. Employees who do not advance a step on the salary schedule in a particular school year because they have reached the top of the salary schedule will receive

a one-time, gross lump sum bonus, paid in December of each year of as set forth below:

- FY17: top step stipend \$1150.00.
- FY18: top step stipend \$1250.00.
- FY19: top step stipend \$1250.00.
- FY20: top step stipend \$1250.00.
- FY21: top step stipend \$1250.00.

3. In order to apply and obtain a Maintenance Grade Level F. position, an employee must demonstrate skills in at least three (3) of the following four (4) trades:

- (1) installation, repair and troubleshooting of electrical systems;
- (2) installation, repair and troubleshooting of HVAC systems;
- (3) installation, repair and troubleshooting of plumbing systems; and
- (4) advanced carpentry skills.

An employee who applies for Maintenance Grade Level F. and who is denied such, may ask for and obtain in writing the reasons for the denial, and what he/she should do in order to be reconsidered.

B. Paydays

Bargaining unit employees will be paid on the 15th and 30th of each month in which they are working. At the employee's option, the District shall distribute paychecks to each employee at his/her workplace, or directly deposit the employee's paycheck.

C. Hospitalization Insurance

1. Coverage

All full-time employees will be eligible for coverage under the District’s medical insurance plan. The District will not change its medical insurance plan without first providing notice to the Association as well as an opportunity for Association input. Employees who elect coverage under one of the District’s health insurance plans shall pay the applicable percentage of the insurance cost set forth below:

	<u>HMOI</u>	<u>HMO Blue Advantage</u>	<u>PPO</u>
Single	14%	14%	45%
Employee +1	30%	21%	45%
Family	30%	21%	39%
	<u>HMO Dental</u>	<u>PPO Dental</u>	
Employee	19%	19%	
Family	50%	60%	

Insurance coverage shall be based on a plan year of September 1 through August 31.

The District offers an expanded §125 plan for employee pre-tax contributions for insurance premiums, out-of-pocket medical expenses, and dependent care expenses consistent with the Internal Revenue Code and IRS Regulations. The District will pay all of the administrative costs. Terms of the plan will control.

An employee shall be allowed to enroll his/her domestic partner for medical and dental coverage on the same basis that employees may enroll their spouse, provided that the domestic partner is eligible pursuant to the District’s eligibility

criteria in effect as of the effective date of this Agreement and the applicable Affidavit of Domestic Partnership is completed and executed.

2. Joint Insurance Committee

A Joint Insurance Committee will be established for the purpose of reviewing avenues and options to contain or decrease the cost of current and future health insurance.

The Committee will be comprised of, but not limited to, the Assistant Superintendent of Human Resources, the Chief Financial Officer, one (1) member of the DEC Council, the DEC President, and one member of each ESP bargaining unit appointed by each unit's President. As Chair, the District's Assistant Superintendent of Human Resources shall be responsible for scheduling meetings and preparing the written information for each meeting. The Committee will meet as necessary but at least three (3) times per year.

The work of the Committee shall be collaborative in order to promote a wide range of views and opinions as insurance options are reviewed. It shall have access to necessary information in order to do this. The Committee chair will provide these materials to the Committee members. However, the Chair will protect the confidentiality of individual plan participants as required by the ADA or other applicable law. Further, the Committee may meet with the District broker and an IEA approved consultant who may provide recommendations concerning the plan design and options, interpret data generated from reports of carriers, and provide projections of future plan experience. It shall be the responsibility of the District's broker to contact all potential providers.

Recommendations of the Insurance Committee will be forwarded to the Board of Education. The Board shall review and consider the recommendations as it determines plan options for District employees.

The Board and Council are free to use information, reports and recommendations generated by the Committee in formulating proposals for use in collective bargaining.

D. Long-Term Disability Insurance

The Board of Education will provide a long-term disability insurance policy which covers all full-time bargaining unit employees. This plan provides for sixty (60) percent of salary (up to \$6,000 per month) if an employee is disabled from sickness or an accident and is effective on the 91st day of disability. This benefit is payable until the disability ends or until age 70, whichever occurs first.

E. Term Life Insurance

The Board of Education will provide a term life insurance policy in the amount of forty-five thousand dollars (\$45,000) for all full-time employees up to age seventy (70), at which age the benefit is reduced in accordance with the carrier's reduction schedule.

F. In-District Service Recognition Stipends

During the last year of employment, a one-time lump sum in-District service recognition stipend will be paid to full-time employees to the extent that the stipend does not result in the employee receiving more than a six percent (6%) increase over the previous year's salary. To the extent that the stipend would exceed such a six percent (6%) increase, the remaining position shall be paid to the employee in the second calendar month after the effective date of the employee's retirement. The gross amount of this stipend will be one

thousand one hundred dollars (\$1,100) for employees with fifteen (15) years of service, and an additional one hundred dollars (\$100) for each additional year of service up to a maximum gross amount of two thousand five hundred dollars (\$2,500) for twenty-nine (29) years of service, pursuant to the following schedule:

<u>Years of Service</u>	<u>Lump Sum Payment</u>
15	\$1,100
16	1,120
17	1,300
18	1,400
19	1,500
20	1,600
21	1,700
22	1,800
23	1,900
24	2,000
25	2,100
26	2,200
27	2,300
28	2,400
29	2,500

G. Boiler Cleaning

All boiler cleaning at the end of the school session shall be paid for at the rate of two hundred dollars (\$200) per boiler. This stipend does not apply to boilers that just have to be drained.

H. Physical Exam Reimbursement

The District will reimburse up to one hundred fifty dollars (\$150) every other year toward the cost of an annual physical exam for each full-time bargaining unit employee.

I. Interim Head Custodial Pay

If due to the disability of the head custodian or due to another emergency, a school custodian is appointed to serve as interim head custodian for twenty (20) or more consecutive, normal work days, that custodian shall receive a six percent (6%) wage increase for all hours worked as interim head custodian after the twentieth (20th) such day.

J. Sick Leave Incentive Stipend

Upon retirement or honorable dismissal of a bargaining unit employee, the Board will pay thirty dollars (\$30) per day for up to a maximum of one hundred eighty (180) days of accumulated sick leave, excluding days which the employee chooses to credit for I.M.R.F. purposes. If the stipend would result in the employee receiving greater than a six percent (6%) salary increase over the employee's previous year's salary, the amount over six percent (6%) shall be paid to the employee in the second calendar month after the effective date of the employee's retirement.

K. I.M.R.F.

All custodial and maintenance personnel are under the provision of the I.M.R.F. Employee contributions to this fund are on a payroll deduction basis. Complete information regarding I.M.R.F. benefits may be secured from the District's Business Office.

L. Employee Assistance Plan (EAP)

The District will offer an Employee Assistance Plan (EAP) to employees.

M. Good Attendance Bonus

If an employee is absent no more than one (1) day between January 1 and June 30, the employee will receive a \$100 bonus. If the employee is absent no more than one (1) day, between July 1 and December 31, the employee will receive a \$100 bonus. If the employee is absent no more than one day in each half of a calendar year, the employee will receive an additional \$100 bonus, for a total of \$300 for the calendar year.

ARTICLE XVII

NEGOTIATION PROCEDURES

- A. The parties agree to fulfill whatever obligations that they may have under the Illinois Educational Labor Relations Act regarding the negotiation of a successor agreement.
- B. Each party in negotiations shall select its respective representatives, provided that neither party's team shall consist of more than six (6) members. Within thirty (30) days, following the first bargaining meeting, complete proposals as to all matters shall be made by both parties, unless otherwise agreed.

ARTICLE XVIII

TERM AND EFFECT OF AGREEMENT

- A. This Agreement constitutes the entire and complete commitment and Agreement between the parties concerning wages and terms and conditions of employment for the duration of the Agreement. The parties hereby agree that this Agreement is in full settlement of all outstanding issues between the parties, and that this Agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in a written, executed amendment of this Agreement.
- B. If any provision of this Agreement is declared by the proper judicial or legislative authority to be unlawful, unenforceable or unconstitutional, all other provisions of this Agreement shall remain in full force and effect for the duration hereof.
- C. This Agreement shall become effective as of October 24, 2016 upon the approval by the Board of Education and the Association. This Agreement shall continue in effect until July 1, 2021, unless it is extended for a specific period by the written Agreement of the parties hereto.

This Agreement is signed this 7th day of February, 2017.

In Witness Whereof:

Evanston Custodial Maintenance
Association, IEA/NEA

By: *Edie O. Geyro*

Its: President

Board of Education of Evanston/Skokie
School District No. 65

By: *Candace E. Pals*

Its: President

SIDE LETTER

The parties agree to establish a task force consisting of up to four (4) ECMA-chosen and four Administration-chosen members to explore minimizing the use of floaters and improving attendance. This task force shall meet by January 31, 2013. The Administration will talk to the Board of Education about possibly hiring additional bargaining unit employee(s).

APPENDIX A-1
2016-2017 Custodial and Maintenance Salary Schedule
(No Base Increase, No Step, 2.5% Bonus)

CLASS INDEX	CLASS					
	A 1.00	B 1.075	C 1.10	D 1.20	E 1.30	F **
STEP						
0	31,960	34,357	35,156	38,352	41,548	43,108
1	32,918	35,387	36,210	39,502	42,794	44,354
2	33,906	36,449	37,297	40,687	44,078	45,638
3	34,923	37,542	38,416	41,908	45,400	46,960
4	35,971	38,669	39,568	43,165	46,762	48,322
5	37,050	39,829	40,755	44,460	48,165	49,725
6	38,162	41,024	41,978	45,794	49,610	51,170
7	39,306	42,254	43,237	47,168	51,098	52,658
8	40,486	43,522	44,534	48,583	52,631	54,191
9	41,700	44,828	45,870	50,040	54,210	55,770
10	42,951	46,172	47,246	51,541	55,836	57,396
11	44,240	47,558	48,664	53,088	57,512	59,072
12	45,567	48,984	50,124	54,680	59,237	60,797
13	46,934	50,454	51,627	56,321	61,014	62,574
14	48,342	51,967	53,176	58,010	62,844	64,404

General Custodian Driver	Second Custodian in Middle School & JEH Education Ctr.	Head Custodian in Walker, Dawes, Kingsley, Orrington, Lincolnwood, Washington, Rhodes, Park	Head Custodians in Willard, Lincoln, Dewey	Maintenance	Skilled Maintenance
		Food Transporter		Head Custodians in Middle School, JEH Education Center, King Arts, Oakton	

** Grade F = 75 cents per hour more than Grade E
For advancement purposes (step) custodial/maintenance employees do not receive step in 1991-92 and 1997-98 school years.

APPENDIX A-2
2017-2018 Custodial and Maintenance Salary Schedule
(1.5% Base Increase, No Step)

CLASS INDEX	A 1.00	B 1.075	C 1.10	D 1.20	E 1.30	F **
STEP						
0	32,439	34,872	35,683	38,927	42,171	43,731
1	33,412	35,918	36,753	40,095	43,436	44,996
2	34,415	36,996	37,856	41,298	44,739	46,299
3	35,447	38,106	38,992	42,536	46,081	47,641
4	36,510	39,249	40,161	43,813	47,464	49,024
5	37,606	40,426	41,366	45,127	48,887	50,447
6	38,734	41,639	42,607	46,481	50,354	51,914
7	39,896	42,888	43,886	47,875	51,865	53,425
8	41,093	44,175	45,202	49,311	53,421	54,981
9	42,326	45,500	46,558	50,791	55,023	56,583
10	43,595	46,865	47,955	52,314	56,674	58,234
11	44,903	48,271	49,394	53,884	58,374	59,934
12	46,250	49,719	50,875	55,500	60,125	61,685
13	47,638	51,211	52,402	57,165	61,929	63,489
14	49,067	52,747	53,974	58,880	63,787	65,347

General Custodian Driver	Second Custodian in Middle School & JEH Education Ctr.	Head Custodian in Walker, Dawes, Kingsley, Orrington, Lincolnwood, Washington, Rhodes	Head Custodians in Willard, Lincoln, Dewey	Maintenance	Skilled Maintenance
		Food Transporter		Head Custodians in Middle School, JEH Education Center, King Arts, Oakton	

** Grade F = 75 cents per hour more than Grade E
For advancement purposes (step) custodial/maintenance employees do not receive step in 1991-92 and 1997-98 school years.

APPENDIX A-3
2018-2019 Custodial and Maintenance Salary Schedule
(1.5% Base Increase Plus Step)

CLASS INDEX	A 1.00	B 1.075	C 1.10	D 1.20	E 1.30	F **
STEP						
0	32,926	35,395	36,218	39,511	42,803	44,363
1	33,913	36,457	37,305	40,696	44,087	45,647
2	34,931	37,551	38,424	41,917	45,410	46,970
3	35,979	38,677	39,577	43,174	46,772	48,332
4	37,058	39,837	40,764	44,470	48,176	49,736
5	38,170	41,033	41,987	45,804	49,621	51,181
6	39,315	42,264	43,246	47,178	51,109	52,669
7	40,494	43,531	44,544	48,593	52,643	54,203
8	41,709	44,837	45,880	50,051	54,222	55,782
9	42,960	46,183	47,257	51,553	55,849	57,409
10	44,249	47,568	48,674	53,099	57,524	59,084
11	45,577	48,995	50,134	54,692	59,250	60,810
12	46,944	50,465	51,638	56,333	61,027	62,587
13	48,352	51,979	53,188	58,023	62,858	64,418
14	49,803	53,538	54,783	59,764	64,744	66,304

General Custodian Driver	Second Custodian in Middle School & JEH Education Ctr.	Head Custodian in Walker, Dawes, Kingsley, Orrington, Lincolnwood, Washington, Rhodes	Head Custodians in Willard, Lincoln, Dewey	Maintenance	Skilled Maintenance
		Food Transporter		Head Custodians in Middle School, JEH Education Center, King Arts, Oakton	

** Grade F = 75 cents per hour more than Grade E
For advancement purposes (step) custodial/maintenance employees do not receive step in 1991-92 and 1997-98 school years.

APPENDIX A-4
2019-2020 Custodial and Maintenance Salary Schedule
(1.5% Base Increase Plus Step)

CLASS INDEX	A 1.00	B 1.075	C 1.10	D 1.20	E 1.30	F **
STEP						
0	33,420	35,926	36,761	40,103	43,445	45,005
1	34,422	37,004	37,864	41,307	44,749	46,309
2	35,455	38,114	39,000	42,546	46,091	47,651
3	36,518	39,257	40,170	43,822	47,474	49,034
4	37,614	40,435	41,375	45,137	48,898	50,458
5	38,742	41,648	42,617	46,491	50,365	51,925
6	39,905	42,898	43,895	47,886	51,876	53,436
7	41,102	44,184	45,212	49,322	53,432	54,992
8	42,335	45,510	46,568	50,802	55,035	56,595
9	43,605	46,875	47,965	52,326	56,686	58,246
10	44,913	48,282	49,404	53,896	58,387	59,947
11	46,260	49,730	50,886	55,513	60,139	61,699
12	47,648	51,222	52,413	57,178	61,943	63,503
13	49,078	52,759	53,985	58,893	63,801	65,361
14	50,550	54,341	55,605	60,660	65,715	67,275

General Custodian Driver	Second Custodian in Middle School & JEH Education Ctr.	Head Custodian in Walker, Dawes, Kingsley, Orrington, Lincolnwood, Washington, Rhodes	Head Custodians in Willard, Lincoln, Dewey	Maintenance	Skilled Maintenance
		Food Transporter		Head Custodians in Middle School, JEH Education Center, King Arts, Oakton	

** Grade F = 75 cents per hour more than Grade E
For advancement purposes (step) custodial/maintenance employees do not receive step in 1991-92 and 1997-98 school years.

APPENDIX A-5
2020-2021 Custodial and Maintenance Salary Schedule
(1.5% Base Increase Plus Step)

CLASS INDEX	A 1.00	B 1.075	C 1.10	D 1.20	E 1.30	F **
STEP						
0	33,921	36,465	37,313	40,705	44,097	45,657
1	34,938	37,559	38,432	41,926	45,420	46,980
2	35,987	38,686	39,585	43,184	46,783	48,343
3	37,066	39,846	40,773	44,479	48,186	49,746
4	38,178	41,042	41,996	45,814	49,632	51,192
5	39,324	42,273	43,256	47,188	51,121	52,681
6	40,503	43,541	44,554	48,604	52,654	54,214
7	41,718	44,847	45,890	50,062	54,234	55,794
8	42,970	46,193	47,267	51,564	55,861	57,421
9	44,259	47,578	48,685	53,111	57,537	59,097
10	45,587	49,006	50,145	54,704	59,263	60,823
11	46,954	50,476	51,650	56,345	61,041	62,601
12	48,363	51,990	53,199	58,036	62,872	64,432
13	49,814	53,550	54,795	59,777	64,758	66,318
14	51,308	55,156	56,439	61,570	66,701	68,261

General Custodian Driver	Second Custodian in Middle School & JEH Education Ctr.	Head Custodian in Walker, Dawes, Kingsley, Orrington, Lincolnwood, Washington, Rhodes	Head Custodians in Willard, Lincoln, Dewey	Maintenance	Skilled Maintenance
		Food Transporter		Head Custodians in Middle School, JEH Education Center, King Arts, Oakton	

** Grade F = 75 cents per hour more than Grade E
For advancement purposes (step) custodial/maintenance employees do not receive step in 1991-92 and 1997-98 school years.

