

DES PLAINES COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 62

AND

THE CUSTODIAL - MAINTENANCE ASSOCIATION/IEA

2014 - 2019



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ARTICLE I

RECOGNITION

1.1 Recognition

The Board of Education of Community Consolidated School District 62, Cook County, Des Plaines, Illinois, hereinafter referred to as the "Board", recognizes pursuant to applicable law the Custodian-Maintenance Association/IEA, hereinafter referred to as the "Association", as exclusive negotiating agent for all full-time custodians and maintenance employees of the Des Plaines Board of Education, School District 62, Des Plaines, Illinois, except for the Director of Operations and Maintenance and all other administrators or supervisory personnel who have the authority to hire, transfer assignments, promote, discharge, discipline, evaluate or process grievances of custodial-maintenance employees or having the responsibility to make recommendations thereon.

ARTICLE II

EMPLOYEE AND ASSOCIATION RIGHTS

2.1 Right of Representation

When an employee is required to appear before the Board or the Administration concerning any matter which could adversely affect his employment, his position, or his salary, the employee shall be given a reasonable prior-written notice of the reasons for such a meeting and shall be entitled to have a representative present to advise and counsel him, if he so chooses. No such meeting shall take place without the employee's designated representative unless agreed to, in writing, by the employee involved. This requirement shall not apply to any informal and/or initial conference held between administrator and custodial-maintenance employee pursuant to the normal evaluation procedure.

2.10 Notice of Board Meetings/Agendas

The president of the Association or the president's designee shall receive a copy by email of any written notice required by law of any regular or special meeting of the Board, together with a statement of purpose of such meeting, insofar as practicable, twenty-four (24) hours prior to the scheduled time of the meeting.

2.11 Copy of Board Minutes

A copy of all Board minutes shall be posted on the District's website as soon as practicable after preparation.

2.12 Names and Addresses of Newly Hired Employees

Names and addresses of newly hired bargaining unit employees shall be made available upon request to the Association.

2.2 Personnel File

Written comments shall not be placed in a custodial/maintenance employee's personnel folder without said employee first seeing and reading them. Each employee shall have the right, upon written request, to review the contents of his personnel file during regular business hours. Each employee shall have the right to respond to any adverse written material placed in his/her personnel file.

The Superintendent or his/her designee shall notify any custodial/maintenance employee if a request for information contained in their personnel file is made under the Freedom of Information Act at least one work day prior to releasing information to the requestor, to the extent such notice is possible. The notification shall include the name of the individual making the request and the documents that have been requested. The District shall not disclose any documents which are expressly considered exempt from disclosure under the Freedom of Information Act. Any dispute involving the disclosure of documents pursuant to a Freedom of Information Act request shall not advance beyond Step 2 of the grievance procedure in this Agreement.

2.3 Dues Deduction

The Board shall deduct from each employee's pay, 1/24th of the Association's annual dues each month, upon receipt of an employee-executed authorization for the continuing dues deduction. The payroll deduction forms are to be prepared by the Administration and the Association. The Association shall annually, on July 1st, certify the amount of dues to be deducted. All dues deducted by the Board shall be remitted to the Association within thirty calendar days after payday. The Association shall indemnify and save harmless the employer from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the employer for the purpose of complying with the provisions of this section.

2.4 Use of District Facilities

The Association shall have the right to hold a reasonable number of meetings on school district property after regular school hours provided such meetings in no way interfere with any aspect of the instructional, maintenance, or cleaning program. Any out-of-pocket expenses to the Board resulting from such meetings shall be borne by the

Association. As appropriate given school district policy, such meetings shall be scheduled with the district office. The Director of Operations and Maintenance shall also be notified of such meeting.

2.41 Use of District Mailboxes

The Association may use the District mail service and employee mailboxes, email, Internet, and other available District technology consistent with Board policy. All material so disseminated through school channels shall be distributed simultaneously to the principals involved and the Superintendent and shall clearly indicate authorship. (Distribution to the administration need not be made in the case of personal communication between individuals within the Association.)

2.5 Copies of Agreement

As soon as practicable after ratification of the Agreement, the Board and Association shall have bound copies prepared and distributed to all Association members. This agreement shall have been proofread by both parties and signed in accordance with Article XV.

2.6 Non-Discrimination

The Board shall not discriminate against any employees with respect to hours, wages, terms and conditions of employment for reasons of his/her membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.

2.7 Right to District Records

The Association shall be furnished on request, as soon as practicable, regularly and routinely prepared information which may be relevant to negotiations and/ or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

2.8 Association Leave

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused, without loss of salary, for an aggregate of up to six (6) days per year (and up to four (4) additional days for the purpose of negotiation during a negotiating year) providing that a written request for such leave is submitted to the Superintendent, or designee at least five (5) days prior to said events, and further providing that sufficient complement of staff remains to adequately perform the available work.

2.91 Fair Share

It is recognized that the negotiation and administration of this Agreement entail expenses, which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, if an employee who has completed a probationary period does not join the Association or execute a dues deduction authorization as provided for in Section 2.3 of this Article, such employee shall:

- (a) Execute an authorization for the deduction of a sum equal to the cost of the services rendered by the Association that are chargeable to non-members under state or federal law; or
- (b) Pay directly to the Association a like sum.

2.92 In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the completion of probation for the employee or the effective date of this Section 2.9, whichever is later, the Board shall deduct from the regular salary check of the employee the fair share fee in payments of 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 and regulations of the IELRB; and
- (b) The Association has annually certified, in writing, to the Board the amount of such fair share fee and has annually certified, in writing, to the Board that such notice has been posted.

- 2.93 In no event shall the Board begin such fair share fee deduction earlier than 14 days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Association.
- 2.94 The parties expressly recognize the right of employees to challenge the amount of fair share. The parties acknowledge that such challenges shall be handled pursuant to rules adopted by the IELRB.
- 2.95 In the event an employee objects to the amount of such fee, the Board shall continue to deduct the fee and transmit the fee (or the portion of the fee in dispute) to the IEA, which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit all such fees to the IEA 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.
- 2.96 If a non-member employee declares the right of 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 Illinois Education Labor Relations Board in accordance with its rules.
- 2.97 The Association, the Illinois Education Association and the National Education Association agree to indemnify and save the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken or omitted by the Association or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith.

2.98 The Board 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 2.97 above, and if the Association so requests, in writing, to surrender claims, demand, suits or other forms of liability.

2.99 Fair Treatment of Employees

The parties agree that the provisions of this agreement shall not be applied in a manner that is arbitrary, capricious or discriminatory.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 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.
3. As used in this Article, the term “days” shall mean employee work days except during the summer recess, in which case “days” shall mean days on which the School District business office is open.

3.2 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-five (25) days following the occurrence of the event giving rise to the grievance, the employee or the Association may present the grievance in writing to the immediate supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association’s representative, if desired by the grievant, the grievant, and the immediate supervisor shall be present for the meeting. If the grievance cannot be resolved at this meeting, then within fifteen (15) days of the meeting, the grievant and the Association shall be provided with the immediate supervisor’s written response, including the reasons for the decision.
2. STEP II – If the grievance is not resolved at Step I, then the Association or employee may refer the grievance to the Superintendent or to the Superintendent’s official designee within ten (10) days after the receipt of 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 that appeal. Each party shall have the right to include in its representation such witnesses and Association representatives as it deems necessary. If the grievance cannot be resolved at this meeting, then within fifteen (15) 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 final and binding arbitration. The American Arbitration Association (AAA) 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. The fees and the expense of the arbitrator shall be shared equally by the parties. If the parties agree, the arbitrator may follow AAA's expedited rules.

4. Bypass to Step II – If the Association and the immediate supervisor agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.
5. Bypass to Arbitration – If the Superintendent or designee and the Association agree, Step II of the grievance procedure may be bypassed and a grievance may be submitted directly to arbitration.
6. Association Participation – Employee Representation – The grievant is allowed Association representation at any step of the process. When an employee is not represented by the Association, a representative of the Association may be present as an observer at all formal steps of the grievance procedure. No employee shall be required to discuss his/her grievance if the Association's representative is not present.

3.21 Extension of Time Limits

The time limits at any step of this grievance procedure may be extended by written mutual agreement.

3.22 Released Time

Should the investigation or processing of any grievance not be able to be handled outside normal work hours and instead require that employees be released from their regular assignment, such employee shall be released without loss-of-pay or benefits.

3.23 Grievance Documents

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

3.24 Grievance Withdrawal

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

ARTICLE IV

EMPLOYMENT PROMOTION AND TRANSFER

4.1 Posting of Vacancies

The Superintendent or his designee shall have posted on the District 62 website, followed by an email, a notice of all vacancies in bargaining unit positions and promotional positions after the Board takes official action on resignations or requests for leave to create such vacancies, or determines that a vacancy exists. No vacancy shall be permanently filled unless such notice has been posted at least five (5) work days.

4.2 Request for Transfer/ Reassignment

A custodian or maintenance employee may at any time notify the Director of Operations and Maintenance, in writing, if he is interested in a transfer or change in assignment or movement to an existing vacancy in a same-job classification as the one he presently occupies. Any decision on transfers or change in assignments made by the Administration should be final unless such decision can be proved by the CMA to be wholly arbitrary or capricious in nature.

4.3 Request for Higher Rated Job

- (a) After exhaustion of all transfer possibilities per 4.2 above, vacancies still remaining in higher rated job classifications may be bid upon by employees for whom these vacancies would constitute a promotion. When among present employees seeking any position, the skill, ability and qualification of employees bidding for a position are equal; seniority shall be the determining factor in filling the vacancy. Decisions on promotions made by the Administration should be final unless it can be established by the CMA that such decisions were wholly arbitrary or capricious in nature.
- (b) When a maintenance position vacancy exists, the administration will convene an interview committee composed of CMA members and administration to interview and evaluate the final candidates.

- i) Outside maintenance position applicants must have at least two years of experience and appropriate training in the maintenance area for which the vacancy has been posted.
- ii) Promotional applicants from inside the district must have at least three years of custodial/ maintenance experience.

The decision of the administration shall be final unless it can be proved by the CMA that such decision was wholly arbitrary or capricious in nature.

- (c) Head Custodian Position Vacancy (2 or 3 man building) - To be eligible to obtain a head custodian position an internal candidate must have two years full time custodial service with District 62. In the unlikely event that no internal candidates apply who have two or more years of experience, then all other CMA members and 'outside' applicant(s), who have at least three years custodial experience may be considered.

4.4 Right to Return to Former Position

For up to four (4) months after promotion, any employee promoted to a higher job classification who fails to achieve a satisfactory level of performance shall have the right to return to the job from which he was promoted. In the event an employee needs more time in his new position, if mutually agreed upon by the association and administration, the time frame can be extended up to six (6) months.

4.5 Probationary Period

A new employee shall be termed a "probationary" employee. The probationary period shall be six (6) months. Extensions to the probationary period shall be granted by mutual consent. Upon the completion of the probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority and service, which accumulated during the probationary period. A probationary employee may be discharged without recourse any time prior to the end of the probationary period. The discharge of a probationary employee shall not be subject to the provisions of the grievance and arbitration Article herein and shall not be otherwise challengeable under any other of the provisions of this Agreement.

4.6 Employee Protection - Student Complaints - Procedure

- (a) Any complaint deemed by an administrator or Board member to justify investigation and/or subsequent action of any nature, shall be brought to the immediate attention of the employee involved. When deemed appropriate by all parties involved, employee-parent, employee-parent-administrator, and/or employee-Board-parent conferences may be scheduled. If a complaint cannot be handled at the building level and requires subsequent action and/or investigation leading to disciplinary action against the employee involved by any member of the central administrative staff or the Board of Education, the complainant will be encouraged to put the complaint, in writing, and affix his/ her signature, if his/her testimony and/or evidence which cannot be established from other sources is necessary in substantiating the charge against the employee. If the complaint is put, in writing, a copy shall be given to the employee or employees involved. The employee or employees involved shall, at request, have an Association representative present at any of the specified conferences.
- (b) Mutually Agreed to Resignations - When resignation is mutually agreed to by the Administration and the employee, and because continued employment is deemed inadvisable, resignation may be submitted without prejudice to the employee's written record. The Administration shall, upon acceptance of resignation, provide accurate copies of evaluations, which exist and shall add no reports to the employee's folder regarding the incident(s) leading to resignation, unless criminal charges are brought and proven.
- (c) Assault Case - Legal Counsel - The Board agrees to indemnify and protect employees against death and bodily injury and property damages, claims and suits, including legal 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.
- (d) Insurance Liability - In accordance with applicable provisions of the School Code, presently sections 10-20.20 and 10-22.3, the Board shall provide indemnification and protection against claims and suits.
- (e) Assault Upon Employees - Procedure - Any case of assault upon an employee shall be promptly reported to the Board or its designee.

4.7 Workload Committee

The Board agrees to establish a Joint Workload Committee. The committee shall consist of the Superintendent or designee, the Director of Operations and Maintenance, the Assistant Superintendent of Business Services, and three members approved by the CMA. This committee shall meet once per school year, at the request of either party, to hear and discuss the Association's views on custodial workloads and standards of maintenance at all schools.

4.8 Temporary Employees

The parties recognize that it may, from time to time, be necessary for the Board to utilize temporary full-time employees for limited periods of time for the purpose of covering vacation periods, extended sick or disability leaves, seasonal work, and other extended employee absences. In no case, however, shall use of temporary full-time employees exceed a period of three (3) months in duration based upon any particular absence or cause. Further, the Board reserves the right to contract individually with such temporary full-time employees with respect to wages, fringe benefits, and other terms and conditions of their employment, and such employees shall not acquire just cause, dismissal or other rights under this Agreement. However, if any such temporary full-time employee works continuously for three (3) months, then he/she shall be placed on the regular salary schedule and made subject to the terms of this Agreement effective as of the first day of work following the three month period.

ARTICLE V

TRAINING

5.1 Training

The employees of the school district may be required to participate in staff development from time to time to learn more about their regular and usual work. Such required training sessions shall be held during regular work hours. Training sessions or workshops that are held during non-working hours shall be optional. Registration or tuition shall be paid for workshops or other training sessions pertaining to their regular and usual work responsibilities that are held out of the school district, if required by the district. In certain cases, when all-day sessions are attended out-of-the-district, travel expenses and meals shall be paid according to Board policy and procedures.

ARTICLE VI

HOURS OF WORK

6.1 Hours of Work

The standard workday schedule shall consist of eight (8) consecutive hours Monday through Friday. After July 1, 2011, the District reserves the right to hire up to three (3) additional custodial rovers on a flexible work schedule that includes Saturday hours. Both the standard and flexible workweek shall consist of forty (40) hours.

Maintenance Personnel	6:30 AM to 3:00 PM
Head Custodian Middle School	6:30 AM to 3:00 PM
Head Custodian Grade School	6:45 AM to 3:15 PM
Day Custodian	9:30 AM to 6:00 PM
Night Custodian Middle School	2:45 PM to 11:15 PM
Night Custodian Grade School	3:00 PM to 11:30 PM
Roving Custodian	6:30 AM to 11:15 PM

Upon mutual agreement of the association and the District, hours may be adjusted for special circumstances.

Summer, winter, and spring break working hours remain the same for maintenance personnel. All district custodian personnel hours shall be from 7:00 AM to 3:30 PM.

ARTICLE VII

SALARY / OVERTIME

- 7.1 Salaries shall be paid in accordance with the salary terms identified as Appendices A-1, 2 and 3 effective July 1, 2014.
- 7.2 The hourly rate for an employee is determined by dividing his annual salary by 2080 hours.
- 7.3 (a) "Overtime work" for purposes of this section means work, which can only be done by some employee of the district at an overtime rate of pay for that employee.
- (b) Overtime at one and one-half times the employee's calculated hourly rate shall be paid for all time in excess of forty hours in any work week or eight hours in any week day, providing there will be no duplication of overtime payments under this clause. Work performed on holidays listed will be paid in accordance as shown on Appendices B and C.
- (c) Overtime worked on Sunday for the sole purpose of community activities and worked between the hours of 8:00 AM and 5:00 PM shall be paid at the rate of one and one-half times the employee's calculated hourly rate. Overtime worked on Sunday outside these hours will be paid at two times the employee's calculated hourly rate. Regular or emergency overtime work on Sundays shall be paid at the rate of two times the employee's calculated hourly rate.
- 7.4 (a) When, an employee is called to work outside his regular work schedule, he shall be paid at a minimum of three hours. This clause shall not apply to early call-in time or holdover time, which is an extension at either the beginning or the end of an employee's regular shift.
- (b) If an employee is to work overtime after his regular schedule, he will not be required to take an additional unpaid lunch/dinner break if the extra work hours do not exceed an additional 7.5 hours. However, if an individual is asked to work overtime in addition to his regular work week, e.g., Saturday or Sunday and asked to work 7.5 hours or longer, he must take an unpaid lunch period. The actual hours worked must be reflected on his time sheet. Emergency conditions are subject to the Illinois labor laws.

- (c) Paid holidays, paid Board leave days, and paid sick days shall be counted as days worked when determining overtime pay.
- 7.5 There shall be no pyramiding of overtime payments in any of the above clauses.
- 7.6 (a) When overtime work occurs in a building Monday-Friday, it shall be offered first to full-time custodial employees assigned to that building on a rotational basis.
- (b) If, no one from the building wants the overtime work, then the Administration shall adopt the following procedure:
- A list of employees wishing overtime work shall be compiled by the Administration based upon seniority in the district, and overtime cannot be in conflict with the employee's regular working hours. If Administration makes a call to the first eligible individual, based upon seniority, and list rotation and the individual is unavailable, then the next individual shall be called until an eligible individual accepts the overtime assignment. If Administration is unable to obtain someone to perform an assignment, employees on the overtime list shall be required to accept the overtime on a rotating basis.
- 7.7 Any employee assigned to work in another higher-rated classification for thirty (30) consecutive calendar days or more, shall receive the higher rate of pay for the time worked in the higher classification retroactive to the first day of such work.

ARTICLE VIII

FRINGE BENEFITS

8.1 Paid Holidays

Each custodian and maintenance employee shall receive paid holidays in accordance with Appendix B.

8.2 Vacation with Pay

- (a) Vacation time cannot be accumulated from year to year. It must be taken in the year that it is earned. It must be taken in consecutive days, except with special permission from the Director of Operations and Maintenance. Every reasonable effort will be made by the Administration to provide exception to this rule for custodians and maintenance employees who are eligible for three weeks vacation. They may take part of their vacation during the summer and the rest during the fall or winter. Special arrangements must be made with the Director of Operations and Maintenance to do this.
- (b) Vacation time shall be scheduled with the Director of Operations and Maintenance during May of each year. The employees may indicate their preferences as to vacation periods, in writing, to the Director of Operations and Maintenance by April 1st.
- (c) Employees with less than one full year of service - Employees with less than one full year of service by July 1st, shall be given the number of days vacation equal to one less than the number of full months worked through June, but not exceeding ten days total. For example: A custodian starting August 19th will receive nine days vacation, and one starting January 8th will receive four days vacation.
- (d) Employees with one to five years of service - Employees who have completed at least one year of service by July 1st and less than five years of service by July 1st are eligible for ten days vacation.

- (e) Employees with five or more years of service - Employees who have five years or more of service in the school district by July 1st shall receive 15 vacation days plus one additional day for each complete year of service beyond 10 years, up to a maximum of twenty days.
- (f) Employees with twenty or more years of service – Employees hired before June 30, 2014, who have completed twenty (20) years of service in the school district by July 1st, shall receive one (1) additional day for each completed year of service beyond twenty (20) years up to a maximum of twenty-five (25) days. Employees hired after June 30, 2014 shall only accumulate up to a maximum of twenty (20) days. A list of eligible employees will be developed by the District with the CMA.

8.3 Sick Leave

- (a) Any full-time custodian or maintenance employee when ill may have sick leave on the basis of twelve (12) days per year with full pay. Sick leave will increase to fifteen (15) days per year with full pay after eight (8) years of service with District 62. Sick leave days will be prorated for CMA members who are hired or separate service during the school year. For less than a full term of employment, sick leave days will be adjusted on a prorated basis by dividing the employee's sick leave days by the number of workdays, and then multiplied by the actual number of days worked. The unused portion of sick leave shall be accumulated from year to year without limitation.
- (b) In the case of death or serious illness in the immediate family of the employee, leave may be taken as part of sick leave. Sick leave shall be interpreted to mean personal illness or death/illness in the immediate family or household, birth adoption, or placement for adoption. The immediate family, for the purpose of this article shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians.
- (c) The Board shall coordinate sick leave benefits with any benefits provided under the Illinois Workers' Compensation Act in accordance with present Board policy.

- (d) Good Attendance Bonus – If an employee uses only one (1) day between July 1 and December 31, the employee will receive a \$25.00 bonus. If the employee uses only (1) day between January 1 and June 30, the employee will receive a \$25.00 bonus. If the employee only uses one day in each half of a fiscal year, the employee will receive an additional \$25.00 bonus, for a total of \$75.00 for the fiscal year. The pay out of the bonuses will take place in the month proceeding the period.

8.4 Personal Leave

The Board shall grant three (3) days of personal leave without loss of pay. Personal leave may be taken if such absence is prearranged with the Director of Operations and Maintenance with the approval of the Superintendent’s designee. Applications should be submitted far enough in advance to determine whether approval will be granted or not, save in case of emergency situations. Once the Director of Operations and Maintenance has processed the request, he shall copy it to the building principal. Except for emergency situations, no personal leave may be taken on days before holidays, or immediately before the start of a paid vacation. No reason for personal leave need be given unless an exception is being requested. It is understood that personal leave is made available in order to take care of personal matters, which cannot be handled during off duty hours, and in no case is personal leave to be used for vacation activities. Personal leave days may be accumulated as unused sick leave credit under Section 8.3.

- 8.5 Leave of Absence - Leave of absence without pay may be granted for conditions of ill health, military service, or other reasons approved by the Board. No employee, however, would be granted a leave of absence to seek employment elsewhere.

8.6 Family and Medical Leave Act

The Family and Medical Leave Act applies to the District. The Act allows eligible employees to obtain unpaid leaves of absence for certain family and medical reasons for up to twelve (12) weeks, with job protection and no loss of service accumulated prior to commencement of the leave. The Association recognizes the District’s right to adopt and enforce an FMLA policy and rules and procedures consistent with the Act.

8.7 Health Insurance

- (a) A group comprehensive major medical insurance program is in operation in the district. The school district pays the entire premium for the individual plan and sixty-six and two-thirds (66 2/3%) of the premium for the family plan. On the family plan, the remaining thirty-three and one third (33 1/3%) of the premium to be paid by the employee is deducted from the twenty-four (24) semi-monthly paychecks.
- (b) It is hereby understood and agreed between the parties that if the Board makes available to any employees in the district a salary reduction plan pursuant to Internal Revenue Code, Section 125, then such plan automatically shall be made available to the CMA membership at the same time. It is further understood and agreed between the parties that if the Board, upon recommendation of the district insurance committee, makes changes to the district health insurance program, as applicable to DPEA and DPTAA, and the DPCSPA then such changes automatically shall be made applicable to the CMA membership at the same time. The CMA shall continue to have two representatives as members of the district insurance committee.
- (c) The Board shall offer, at its own expense, an annual wellness screening for all employees. Those employees who do not elect to obtain a wellness screening or do not otherwise provide evidence of obtaining a wellness screening from his/her own physician shall contribute an additional \$20 per month toward the cost of insurance coverage. **Effective July 1, 2015 the contribution for not participating in the wellness screening or obtaining evidence of a wellness screening from his/her physician shall be increased to \$100 per month toward the cost of insurance coverage.**

8.8 Group Life Insurance

Each employee is entitled to group life insurance totaling \$50,000.

8.9 Dental Insurance

- (a) One hundred (100%) percent of the individual coverage cost.
- (b) Option for the Custodial and Maintenance staff to buy in on family coverage. Maximum cost paid by Board is single rate.

8.10 Vision Insurance

- (a) One hundred (100%) percent of the individual coverage cost.
- (b) Sixty-six and two-thirds (66 2/3%) percent of the family coverage cost.

8.11 Young Dependents

The District shall extend coverage to eligible young dependents, pursuant to applicable federal and state laws, at no additional cost to the employee (not including the cost to the employee for Employee +1 or Family coverage) or dependent; provided that the dependent is not able to obtain health insurance coverage under another employer's sponsored health plan, but opts for coverage under the District's plan. If the dependent is able to obtain coverage under another employer's sponsored health plan, but opts for coverage under the District's plan, the employee shall be charged the single coverage premium COBRA rate for such dependent's coverage.

8.12 Tax Sheltered Annuity Programs

The Board of Education shall make available several tax sheltered annuity programs through the payroll deduction plan at no cost to the Board.

8.13 Retirement Incentive Plan

- 1. **Option 1** – Post Retirement Option - District 62 School Board Policy 5.285.
 - a. Retirement benefit and limitations as defined in District 62 School Board Policy 5.285.

- b. Eligibility - In order to be eligible to participate in the retirement benefits noted in Option 1, the employee must meet all of the criteria set forth in District 62 School Board Policy 5.285.
- c. Notice - The employee shall provide written notice, as set forth in District 62 School Board Policy 5.285 to receive the post retirement on the form provided in Appendix D to the Superintendent of his/her intention to retire and participate in the program.
- d. The employee's notice to the board and the Board's subsequent action on the request shall constitute an irrevocable commitment by both parties. As determined by the Board, such irrevocable notification may be modified only under emergency circumstances (e.g., catastrophic illness incurred by spouse, death of spouse, or calamitous event incurred by employee or spouse).

2. **Option 2 – Pre-Retirement Creditable Earnings Increase**

- a. Retirement benefit and limitations - Eligible employees shall be removed from the salary limitation thresholds and be paid a salary increase equal to 5.16% of the employee's base salary for a maximum of the five (5) years of the contract.
- b. Eligibility - In order to be eligible to participate in the retirement benefits noted in Option 2, the employee must meet all of the criteria noted below:
 - i. The employee shall have served for a minimum of ten (10) years immediately prior to his/her retirement.
 - ii. The employee shall be at least fifty-five (55) years of age and no older than sixty-five (65) years by June 30th of the retirement year.
- c. Notice – Based upon their eligibility, as set forth in 2.b.i-ii, the employee shall provide written notice on the form provided in Appendix D to the Superintendent of his/her intention to retire and participate in the program. Notice of the years for the benefit, either five years, four years, three years, two years, or one year shall be provided prior to the 1st day of March of the year prior the retirement benefit. For 2014-2015, employees that want to access this retirement benefit option must submit their written notice on the form provided in Appendix D to the Superintendent of his/her intention to retire no later than January 30th, 2015.
- d. For example, employees eligible to retire in 2023 shall be entitled to a (5.16%) increase for the 2019, 2020, 2021, 2022 and 2023 contract years if notice is provided by March 1, 2018. The deadline for resignation and retirement under this section and receipt of pre-retirement creditable earnings

increase is the expiration date of June 30, 2023.

- e. The employee’s notice to the board and the Board’s subsequent action on the request shall constitute an irrevocable commitment by both parties. As determined by the Board, such irrevocable notification may be modified only under emergency circumstances (e.g., catastrophic illness incurred by spouse, death of spouse, or calamitous event incurred by employee or spouse). As a condition for granting any such modification, the employee shall reimburse the Board for the full cost of the retirement benefit.

Date of Notice	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
1/30/15	Eligible	Eligible	Eligible	Eligible	Eligible				
3/1/15		Eligible	Eligible	Eligible	Eligible	Eligible			
3/1/16			Eligible	Eligible	Eligible	Eligible	Eligible		
3/1/17				Eligible	Eligible	Eligible	Eligible	Eligible	
3/1/18					Eligible	Eligible	Eligible	Eligible	Eligible
3/1/19						Eligible	Eligible	Eligible	Eligible
3/1/20							Eligible	Eligible	Eligible
3/1/21								Eligible	Eligible
3/1/22									Eligible

Note: There are age limitations as set forth in paragraph 2.b.i-ii that may limit access to the full five years of benefit.

4. Limitations on Participation

The Board reserves the right to limit the number of employees who shall be approved for this plan each year for reasons which are in the best interests of the district.

5. Continuation of Plan

The Board reserves the right to review and modify or terminate the foregoing retirement benefits upon the expiration of this Agreement subject to the requirement of the Illinois Education Labor Relations Act.

6. New Legislation

If, during the term of this contract, any law is enacted that results in a greater cost to the Board for an employee retirement (including costs imposed by a legislatively-enacted retirement program) than the cost in effect as of the date this contract is entered into, this Article shall become null and void.

7. Continuation of Insurance

Employees who retire shall be allowed to continue participation in the district's group major medical program, provided the employee remits his own premium to the Business Office per whatever payment procedure exists.

8.14 Direct Deposit

All custodial maintenance employees will be enrolled in the direct deposit of their paychecks. This provision shall only be implemented if the District is able to provide an option for staff to enroll in the direct deposit of their paychecks at no additional cost to the individual.

8.15 Work Clothes

During each contract year, all CMA employees shall be entitled to the following work clothes: Four (4) trousers, four (4) uniform shirts, and four (4) pocket t-shirts. All work clothes will be received by August 15 of each school year. The Board shall also continue its present practice of providing custodial employees with four (4) sets of work clothes during the year of hire. The Board shall provide all employees with work jackets or a back support every other year. The Board shall also provide Fleeeces or Hooded Sweatshirts on years jackets are not provided.

ARTICLE IX

JURY DUTY

9.1 Jury Duty

When a jury summons is received, the employee shall notify the Director of Operations and Maintenance immediately. 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. Receipts received for serving jury duty shall be submitted to the Human Resources department.

ARTICLE X

RESIGNATION

10.1 Resignation

When a custodian or maintenance employee decides to resign, a written resignation shall be submitted to the Director of Operations and Maintenance at least ten (10) working days before the final day of work. The custodian or maintenance employee who is resigning shall be granted his prorated vacation time based on the formula that is used for new employees with less than one (1) year of service in the district.

ARTICLE XI

REDUCTION IN STAFF

- 11.1 (a) If it is necessary to reduce the size of the staff, it shall be done in the reverse order of seniority with in the separate classifications which are custodian, head custodian, maintenance, and district engineer, assuming that the remaining employees are qualified and able to immediately and effectively perform the available work.

In the event a district engineer, a maintenance employee or head custodian is laid off, he shall have the right to replace the least senior employee in the next lower rated classification, provided he is qualified and able to immediately and effectively perform the available work. Only classification seniority will be exercised in determining movement into or out of the head custodian, maintenance or district engineer classifications.

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

- (b) If the Administration increases the number of custodial-maintenance employees within one (1) year after a lay-off, the Administration shall first offer reemployment to the employees laid off in the reverse order of the lay-off by job classification provided that the employee is qualified and able to immediately perform the available work. This provision shall not apply to probationary employees.
- (c) Any such employee so rehired shall be returned to his seniority position at the time of lay-off.
- (d) All full-time custodial /maintenance personnel employed as of the end of the 2005-2006 school year shall be guaranteed employment in the district according to the terms and conditions of the contract during its duration.

ARTICLE XII

DISCIPLINE AND DISCHARGE

- 12.1 All discipline and discharge of employees shall be for just cause only.
- 12.2 All cases of discharge, except for probationary employees, shall be subject to the regular grievance procedure contained in ARTICLE III.

ARTICLE XIII

NO STRIKE PLEDGE

The Association hereby agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete services in the school district or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the school.

ARTICLE XIV

NEGOTIATIONS PROCEDURE

- 14.1 The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment. Each party shall select its own representatives. Neither party shall have more than six (6) representatives at anyone time. Negotiations shall begin no later than April 1st.
- 14.2 If, after a reasonable period of negotiation, the parties have not reached agreement and there is less than forty-five (45) days prior to the start of the school year, either party, or the Illinois Educational Labor Relations Board, may initiate mediation by contacting the Federal Mediation and Conciliation Service (FMCS) or other mediator approved by the Illinois Educational Labor Relations Board. Mediation and the declaration of impasse, if necessary, shall occur in accordance with the provisions of Section 12 of the Illinois Educational Labor Relations Act (115 ILCS 5/12).

ARTICLE XV

EFFECT OF AGREEMENT

- 15.1 Complete Understanding - The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.
- 15.2 Savings Clause - Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the Agreement. The remaining articles, sections, and clauses shall remain in full force and effect.
- 15.3 Management Rights - It is expressly understood and agreed that all functions, rights, powers or authority of the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.
- 15.4 Board Policy - This contract and its provisions shall be deemed the policy of the Board and shall supersede any Board policy that is to the contrary.
- 15.5 Terms of Agreement - This Agreement shall be effective July 1, 2011 and shall continue in effect through June 30, 2014.

APPENDIX A-1
SALARY INFORMATION

Employees hired before July 1, 1994 are designated as Custodian/ Maintenance II on the salary schedule. Custodian/ Maintenance II employees shall receive their contractual increases beginning July 1 of each contractual year.

Employees hired after July 1, 1994 designated as Custodian/ Maintenance I on the salary schedule shall receive their contractual increases beginning July 1st of each contractual year.

New employees will have had to work a minimum of 130 days in order to receive a July 1 salary (contractual) increase. Any days less than that will result in the new employee being frozen at his/her entry-level salary until the following July 1st. (Example: a person hired in the first week in February would not have been employed for the minimum 130 days and would, therefore, have to work until July 1 of the following year before he/she received a salary (contractual) increase.

Any permanent substitute custodian (rover) who works as a replacement employee performing his duties at various schools shall receive an additional yearly stipend of \$550 for his services.

Any custodian who travels between buildings as a result of his/her daily work assignment, with the exception of permanent substitute custodians, shall receive an annual \$150 stipend payable in the fall of each year, but no later than November 30.

Longevity Schedule:

Years of Service	
11-14	\$750
15-19	\$850
20-24	\$1,200
25+	\$1,500

CMA employees shall receive the stipend amount noted above as they become eligible based on years of service for the term of the contract.

APPENDIX A-1
SALARY INFORMATION - Continued

Salaries

Salary shall increase for the term of this agreement, for both the Custodial and the Maintenance Classifications, based upon percent increase and the Consumer Price Index (CPI) Model following the criteria noted below:

All CMA employees will have future salary increases calculated based on their 2013-2014 annualized salary and all future annual increases, as noted below:

2014-2015 = 4.0%*

2015-2016 = 3.25%

2016-2017 = 3.0%

2017-2018 = Shall be based upon CPI-U + 0.75%, but shall not exceed 4.0%, or shall not be less than 2.0%. The annual increase is based upon the percentage of the December National CPI-U from the Levy year that applies to the Fiscal Year.

2018-2019 = Shall be based upon CPI-U + 0.75%, but shall not exceed 4.0%, or shall not be less than 2.0%. The annual increase is based upon the percentage of the December National CPI-U from the Levy year that applies to the Fiscal Year.

*Except for those CMA employees that are below an annualized salary of \$33,000.00. These CMA employees shall receive an increase to an annualized salary of \$33,000.00 for 2014-2015. This is a one time salary correction based upon market value. All future increases shall be based on the model noted above

APPENDIX A-2

CUSTODIAL AND MAINTENANCE I CLASSIFICATION AND SALARY LIMITATIONS

The following tables provide information related to increases in the event a CMA employee advances through job classifications.

Table 1 - Compensation related a move to another Classification					
CUSTODIAN AND MAINTENANCE I					
For New Personnel or Personnel Hired on or After 7/1/94					
A	B	C	D	E	F
Classification	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Custodian I	\$33,000	\$33,400	\$33,800	\$34,200	\$34,600
Head Custodian I, 2-Man Building	\$48,000 or \$5,000*	\$48,600 or \$5,000*	\$49,200 or \$5,000*	\$49,800 or \$5,000*	\$50,400 or \$5,000*
Head Custodian I, 3-Man Building	\$50,000 or \$6,000*	\$50,625 or \$6,000*	\$51,250 or \$6,000*	\$51,875 or \$6,000*	\$52,500 or \$6,000*
Maintenance I	\$52,000 or \$6,000*	\$52,650 or \$6,000*	\$53,300 or \$6,000*	\$53,950 or \$6,000*	\$54,600 or \$6,000*
District Engineer I	\$54,000 or \$7,000*	\$54,675 or \$7,000*	\$55,350 or \$7,000*	\$56,025 or \$7,000*	\$56,700 or \$7,000*

Notes:

1. *The employee shall receive whichever amount is greater, as calculated off of the employees current years salary.

The following tables provide information related to salary limitations.

Table 2 - Salary Limitations by Classification		
CUSTODIAN AND MAINTENANCE I		
For New Personnel or Personnel Hired on or After 7/1/94		
A	B	C
Classification	Base Rate 60% Increase Threshold	Base Rate 30% Increase Threshold
Custodian I	\$55,000	\$59,000
Head Custodian I, 2-Man Building	\$62,000	\$65,000
Head Custodian I, 3-Man Building	\$65,000	\$68,000
Maintenance I	\$70,000	\$74,000
District Engineer I	\$76,000	\$79,000

Notes:

1. Custodial and Maintenance I employees advancing through the classifications are limited by the thresholds noted in Columns B and C noted in Table 2 above.
2. Threshold shall be defined as employee's base pay. Thresholds shall not include longevity or overtime.
3. Employees not meeting or exceeding above thresholds shall receive that year's full-negotiated

increase.

**APPENDIX A-3
CUSTODIAL AND MAINTENANCE I I
CLASSIFICATION AND SALARY LIMITATIONS**

The following tables provide information related to increases in the event a CMA employee advances through job classifications and also information related to salary limitations.

Table 3 - Compensation related a move to another Classification CUSTODIAN AND MAINTENANCE II For New Personnel or Personnel Hired Prior to 7/1/94			
A	B	C	D
Classification	Hourly Increase From Custodian II to Head Custodian	Hourly Increase Head Custodian to Maintenance	Hourly Increase Custodian to Maintenance
Custodian II			
Head Custodian II, 2-Man Building	\$0.73/hour		
Head Custodian II, 3-Man Building	\$1.36/hour		
Maintenance II		\$2.16/hour	\$3.42/hour
District Engineer II		\$2.80/hour	\$4.26/hour

Notes:

1. If a Custodial and Maintenance II employee advances to another classification shall receive the per hour rate of pay noted in Table 3 above on their current hourly rate.

The following tables provide information related to salary limitations.

Table 4 - Salary Limitations by Classification CUSTODIAN AND MAINTENANCE II For New Personnel or Personnel Hired Prior to 7/1/94		
A	B	C
Classification	Base Rate 60% Increase Threshold	Base Rate 30% Increase Threshold
Custodian II	\$73,000	\$78,000
Head Custodian II, 2-Man Building	\$78,000	\$83,000
Head Custodian II, 3-Man Building	\$80,000	\$85,000
Maintenance II	\$83,000	\$88,000
District Engineer II	\$83,000	\$88,000

Notes:

1. Custodial and Maintenance II employees advancing through the classifications are limited by the thresholds noted in Columns B and C noted in Table 4 above.
2. Threshold shall be defined as employee's base pay. Thresholds shall not include longevity or overtime.
3. Employees not meeting or exceeding above thresholds shall receive that year's full-negotiated

increase.

APPENDIX B HOLIDAYS WITH PAY

Each employee shall be granted the following paid holidays. Overtime applies only if an employee is called to work on any of these days.

1. Labor Day - 1st Monday in September (Double Time)
2. Columbus Day - 2nd Monday in October (Time-and-a-Half)
3. Veteran's Day - November 11 (Time-and-a-Half)
4. Thanksgiving Day - November (Double Time)
5. Friday after Thanksgiving - November (Time-and-a-Half)
6. December 24:
This holiday will be paid for only when it falls on a Monday through Friday. One-and-one half times the basic hourly rate will be paid for any time worked on this day. If Christmas Eve falls during the week, then the employees will be given the full day off.
7. Christmas Day - December 25 (Double Time)
8. New Year's Day - January 1 (Double Time)
9. Martin Luther King's Birthday - January 15 (Time-and-a-Half)
10. President's Day or Lincoln's Birthday - per school calendar (Time-and-a-Half)
11. Good Friday - March or April (Time-and-a-Half)
12. Memorial Day - 4th Monday in May (Double Time)
13. Independence Day - 1st week in July (Double Time)
14. Casimir Pulaski Day – has become a “banked day or floater day” that will be applied at another time during the school year when students are not in attendance. (Time-and-a-Half)

NOTE: In the event one or more of the above days become student attendance days, whereby a waiver of the celebration were to be approved by the state, a ‘floating holiday’ shall be substituted on a day when other district staff and students are not in attendance. The Board and CMA shall mutually agree upon this day not later than June 30th of the year before. (Example: in past years since the district received approval to waive Pulaski Day, the ‘floating holiday’ was scheduled in conjunction with the fourth of July weekend.)

APPENDIX C
CLARIFICATION OF OVERTIME
WHEN A HOLIDAY FALLS ON A SATURDAY OR SUNDAY

When any of the double time holidays fall on Sunday, the paid holiday shall automatically fall on the next day, Monday. When any of these days fall on Saturday, the paid holiday shall automatically fall on the prior day, Friday.

Saturday

- When, Friday is the designated holiday, any overtime on this day is paid at the DOUBLE TIME rate.
- Overtime on the actual holiday (Saturday) is to be paid at the TIME-AND-A-HALF rate.

Sunday

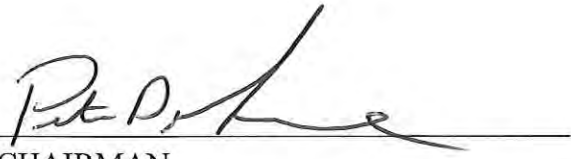
- When, Monday is the designated holiday, any overtime on this day is paid at the DOUBLE TIME rate.
- Overtime on the actual holiday (Sunday) is to be paid at the DOUBLE TIME rate.

APPENDIX D – LETTER OF INTENT TO RETIRE

I, _____, have voluntarily decided to retire and receive the benefits set forth in the Professionally Negotiated Agreement between the Custodial Maintenance Association/IEA/NEA and the Board of Education of Consolidated Community School District 62 of Des Plaines. Accordingly, I am voluntarily submitting this irrevocable notice to retire at the end of the _____ fiscal year. I understand that only under emergency circumstances may this irrevocable notice to retire be withdrawn.

Signature

Date



CHAIRMAN
Negotiations Committee
Custodial-Maintenance Association




CHAIRMAN
Personnel Committee
Board of Education, District 62

This Agreement is signed this 17th day of November, 2014.

In Witness Whereof:

For the Custodial-Maintenance Association




President



Secretary

For the Board of Education, Community Consolidated School District 62



President



Secretary