

CONTRACT

BETWEEN

THE DOWNERS GROVE CUSTODIAL  
MAINTENANCE ASSOCIATION IEA/NEA

&

THE DISTRICT 58 BOARD OF EDUCATION

2022 - 2026

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## ARTICLE I

### RECOGNITION

#### 1.1 RECOGNITION

The Board of Education of Downers Grove Grade School District #58, DuPage County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the Downers Grove Custodial Maintenance Association, IEA-NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all full-time and part-time custodial, maintenance, and pony driver Employees (hereinafter referred to as the "Employee" or "Bargaining Unit Member") excluding the Director of Buildings and Grounds, Assistant Director of Buildings and Grounds, and other supervisors, managerial, confidential, and short-term Employees as defined in the IELRA.

#### 1.2 DEFINITIONS

##### A. Employee

When used hereinafter in this Agreement, the term "Employee" or "Bargaining Unit Member" shall refer to a member of the bargaining unit described in Section 1.1 above.

##### B. Employer

The term "Employer" shall refer to the Board of Education or its designated administrators or supervisors as defined in the IELRA.

##### C. Full Time / Part Time

An Employee shall be deemed "full" or "part-time" as follows:

##### 1) Full Time

An Employee shall be considered full-time if he/she is employed eight (8) hours per day, forty (40) hours per week.

##### 2) Part Time

An Employee who is employed less than eight (8) hours per day or less than forty (40) hours per week shall be considered part time.

D. PROBATIONARY PERIOD

A new Employee shall be considered a probationary Employee until he/she completes a minimum probationary period of ninety (90) calendar days of employment. If the Board determines to extend the probationary period of the new Employee beyond the ninety (90) day period, it shall provide reasons for the extension to the affected Employee and the Association. Employees hired during the summer may have their probationary period extended up to thirty (30) calendar days. An Employee may be dismissed from employment at any time and for any reason during his/her probationary period.

1.3 POWERS AND DUTIES OF THE BOARD

The parties agree and acknowledge that the Board retains and reserves unto itself all powers and duties, including the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by federal and state law and regulation.

## ARTICLE II

### NEGOTIATION PROCEDURES

#### 2.1 GOOD FAITH NEGOTIATIONS

The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.

#### 2.2 POWER TO NEGOTIATE

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association for ratification.

#### 2.3 COMMENCEMENT OF NEGOTIATIONS

Negotiations shall begin no later than April 1 for a successor agreement, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.

#### 2.4 FINAL APPROVAL

When the Association and Board reach tentative agreement on all matters being negotiated, the items shall be submitted to the membership of the Association by the Association for ratification and to the Board for official approval.

#### 2.5 MEDIATION

After a reasonable period of negotiation and within forty-five (45) days of the expiration of this Agreement, either party may determine that mediation is necessary. Under such circumstances, the parties shall request the appointment of a mediator from the Federal Mediation and Conciliation Service (FMCS). If the appointment of a mediator by FMCS cannot be made within three (3) weeks of the parties' request, the parties agree to select a mediator from a list provided by the American Arbitration Association. Nothing contained in this Section shall preclude the parties from mutually requesting mediation at other times or from mutually agreeing to another person to act as a mediator.

## 2.6 CONTRACT - DISTRIBUTION

Within thirty (30) days of ratification of the Agreement, an electronic copy will be made available to each member, as well as one printed copy for each building and the DGCMA Association president. All newly hired Employees shall be given a handout by the District explaining how to access a copy of the Agreement upon their employment.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### 3.1 DEFINITIONS

- A. A grievance is any claim by the Association or an Employee that there has been a violation, misinterpretation, or the misapplication of the terms of this agreement.
- B. All the time limits shall be employment days except during the summer recess when days shall mean those when the business office shall be operating. Timelines may be extended upon the mutual agreement of all parties involved. The extension of timelines shall not establish precedent for future claims.
- C. Association representative(s) shall have the right to be present and to represent the Association at any meeting, hearing, appeal or other proceedings relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

#### 3.2 PROCEDURE

The parties hereto acknowledge that it is usually most desirable for an Employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the Employee, the building representative may accompany the Employee to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the Employee or the Association, a grievance may be processed as follows:

- A. The filing of the grievance at this step shall be no later than fifteen (15) days following the occurrence complained of as the basis for the grievance or within fifteen (15) days of when the occurrence may reasonably be ascertained. The Employee or the Association may file the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The Association's representative, the aggrieved Employee and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the aggrieved Employee and the Association within ten (10) days after the meeting. This answer shall include the reasons for the decision.

- B. If the grievance is not resolved at step #1, then the Association and/or the Employee shall refer the grievance to the Superintendent or official designee within six (6) days after receipt of the step #1 answer or within eleven (11) days after the step #1 meeting, whichever is the later. The Superintendent shall arrange for a meeting to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) days in which to provide his/her written decision with reasons to the Association or Employee.
- C. If the Association is not satisfied with the disposition of the grievance at step #2 or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the step #2 answer, then the grievance shall be deemed withdrawn.
- 1) Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
  - 2) The arbitrator shall have no power to alter the terms of this agreement.
  - 3) The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.
  - 4) Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and of the AAA shall be divided equally between the Board and the Association.
  - 5) If either party requests a transcript of the proceeding, the party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association as well as the cost of the copy of the transcript to be furnished to the arbitrator.

### 3.3 BYPASS TO ARBITRATION

If the Association and the Superintendent agree, step #1 of the grievance procedure may be bypassed and the grievance brought directly to step #2.



3.4 CLASS GRIEVANCE

Grievances involving more than one Employee at more than one building or more than one supervisor at more than one building and grievances involving an administrator above the building level may be initially filed by the Association at step #2.

3.5 NO REPRISALS

No reprisals of any kind shall be taken by the Board or the administration against any Employee because of his/her participation in this grievance procedure.

3.6 RELEASED TIME

Should the processing of any grievance require that an Employee or an Association representative be released from his/her regular assignment, (s)he shall be released without loss of pay or benefits.

3.7 FILING OF MATERIALS

All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.8 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level without establishing precedent and shall be treated as though never filed.

3.9 GRIEVANCE ACCESS TO INFORMATION

Upon reasonable written request from the Association, the Board shall provide a copy of public information necessary for the Association to process a grievance, provided reasonable cost of reproduction of any such copy shall be borne by the Association.

## ARTICLE IV

### EMPLOYEE RIGHTS

#### 4.1 BOARD / ADMINISTRATION HEARINGS

When an Employee is required to appear before the Board or the administration concerning any matter which could lead to formal disciplinary action (i.e., any discipline other than verbal), the Employee shall be entitled to have a representative of the Association present. Further, when an Employee is required to appear before the Board, he/she shall be advised in writing of the reasons for the requirement at least forty-eight (48) hours before the required appearance, except where an emergency or extraordinary situation exists and the Employee is required to appear before the Board as a result of such situation.

#### 4.2 EMPLOYEE NOTIFICATION OF ASSIGNMENT

In the event that the administration needs to reassign an employee from his/her regular assignment for more than eight (8) hours (or the equivalent of one work day), the employee shall be provided written notice of the temporary change of assignment. Temporary change of assignment shall include only those assignment changes which exceed eight (8) hours and shall exclude summer schedules.

The administration shall first consider any employees who volunteer to change assignments, prior to assigning an employee to the open position. Before an Employee is permanently assigned to a new position, he/she shall be given ten (10) days written notice prior to the permanent change. Such notice shall include locations, work schedule, name of supervisor, and job description. An employee who is permanently assigned to a position in a different classification shall incur no loss of pay.

## ARTICLE V

### ASSOCIATION RIGHTS

#### 5.1 BOARD MEETINGS - NOTIFICATION

The President of the Association or his/her designee shall be given written notice, which includes electronic notice, of any meeting of the Board and a copy of the agenda or statement of purpose of regular and special meetings, if there be such, twenty-four (24) hours prior to the scheduled time of such meetings. Written notice and agendas may be provided in an electronic format.

#### 5.2 ACCESS TO INFORMATION

The Board shall provide the Association a copy of approved minutes of all Board meetings and District policies. Upon reasonable written request, the Board shall also furnish to the Association a copy of the tentative budget, annual budget, public and readily available financial reports and audits and a directory of personnel. Upon reasonable request, the Board shall provide a copy of public information necessary for the Association, which would affect the bargaining unit. The reasonable cost of reproduction of any such copy shall be borne by the Association. \_\_\_\_\_

#### 5.3 PERTINENT INFORMATION - ASSOCIATION

The Board shall provide in response to reasonable written requests any information which may be necessary for the Association to process any grievance or complaint. The Board shall, upon request, furnish annual financial reports and audits; a register of personnel; tentative budgetary requirements and allocations; treasurer's reports; census and pupil membership data; names, addresses, seniority and experience credit of all Bargaining Unit Members; and compensation paid thereto.

#### 5.4 NAMES AND ADDRESSES - NEW EMPLOYEES

Names and addresses of newly-hired Employees shall be provided to the Association within fourteen (14) days after the Board meeting authorizing their employment.

#### 5.5 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, providing the Association reimburses the District for the cost of the substitute(s), for up to two (2) days in any school term used for such purposes, and providing the Association gives, whenever possible, two (2) days advance written notice to the Superintendent or designee.

5.6 ASSOCIATION - BOARD POLICY CHANGES

The Board recognizes the importance of obtaining Association input with respect to the formulation or revision of policies affecting Employees' wages, hours, and other terms and conditions of employment not covered by this Agreement. The Board shall seek to do so prior to any final action being taken with respect to such formulation or revision. All revisions and additions to Board policy shall be forwarded to the Association President promptly following their adoption if not included in the data furnished pursuant to Article 5.2.

5.7 PAYROLL DEDUCTIONS

A. PROCEDURES FOR MEMBERSHIP AUTHORIZATION

Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form submitted annually to the Superintendent or designee. The amount of dues to be deducted shall be annually certified within the first full week of September by the Association and its affiliates and submitted in writing to the Superintendent or designee. Such deductions will begin within one month of receipt of the annually certified list and shall conclude by June 30th.

B. PAYMENT TO THE ASSOCIATION

Authorizations submitted to the Superintendent or designee by the 15th of any month shall be effective by the first pay period of the following month. Such payroll deductions shall also be equally deducted over the remaining pay periods and remitted to the Association within ten (10) days following each pay period. The amount of the dues to be deducted shall not be changed more than once during any single school year. The Association, in accepting such dues, agrees to hold the Board harmless for all actions taken pursuant to this section, provided the Board shall have complied therewith.

## ARTICLE VI

### WORK YEAR, HOLIDAYS, AND VACATIONS

#### 6.1 WORK DAY/WORK WEEK

##### A. FULL-TIME EMPLOYEES

Work Day: The standard work day for full time Employees shall be eight (8) hours of paid time, which excludes a duty-free lunch or dinner break of thirty (30) minutes. The standard work day shall include two fifteen (15) minute breaks every eight (8) hours of work. The breaks will be taken within the first 4 hours and the remaining 4 hours during the established shift. Scheduling of breaks shall be made in collaboration with the building administrator or Assistant Director of Buildings and Grounds.

Work Week: The standard work week for all full-time Employees shall be forty (40) hours per week. The standard work week for all Employees shall begin 12:00:01 AM Monday.

##### B. PART-TIME EMPLOYEES

Part-time Employees who work a minimum of four (4) hours per day, shall be granted one fifteen (15) minute break to be taken within the work shift. Part-time Employees who work six (6) consecutive hours shall be provided a duty-free lunch or dinner break of thirty (30) minutes. The lunch or dinner break shall not be included in the paid work time.

#### 6.2 BREAK PERIOD

Employees shall be permitted to leave the building during any break period for which they have no assigned duties, provided prior notice is given to the Employees' supervisors or designee and the Employee returns in a timely fashion.

#### 6.3 WORK YEAR

The work year for all Employees shall be from July 1 through June 30 and shall include paid holidays and vacation days.

## 6.4 HOLIDAYS

Full-time custodial/maintenance Employees shall be granted seventeen (17) paid holidays per year, as designated in the work calendar provided by the Superintendent or designee. Employees shall receive a calendar that indicates the paid holidays prior to the start of each work year.

If a holiday falls within an Employee's regularly scheduled vacation period, it shall not be counted as a vacation day.

A custodial/maintenance Employee whose presence is necessary because of an emergency or for the continued operation and maintenance of school facilities or property may be required to work on legal school holidays. Full-time Employees scheduled or requested to work on a holiday as defined in the work calendar shall be paid at a rate of two (2) times the Employee's regular hourly rate.

## 6.5 OVERTIME

Full-time Employees scheduled for work in excess of the standard work day or standard work week shall be paid at the rate of one and one-half (1.5) times the Employee's regular hourly rate for such excess work. The standard work week shall be defined as a total of five (5) full days of attendance on the job or paid time off. In cases of emergency overtime work, the definition of normal work week shall not apply. All overtime hours must be approved in advance of the time worked by the Superintendent or designee.

Employees scheduled to work overtime have the option to adjust his/her shift to work consecutive hours on that work day. The employee will work in partnership with the administration to establish the work hours for the particular day. Employees working overtime will be entitled to an additional fifteen (15) minute paid break period for every four (4) hours of overtime worked.

Full-time Employees scheduled or requested to work on a holiday as defined in 6.4 shall be paid at a rate of two (2) times the Employee's regular hourly rate.

When an Employee is called back to work due to an emergency, inclement weather operations, and/or an alarm call, said Employee will be guaranteed a minimum of two (2) hours paid and will complete job responsibilities related to the call during that time.

Building Checks shall be a minimum of one (1) hour per site. Indian Trail School and the District Service Center shall constitute one site.

## 6.6 VACATIONS

After ninety (90) days of employment, full-time Employees will earn one (1) vacation day for each full month of employment beyond the first ninety (90) days, to a maximum of ten (10) vacation days.

For computation of vacation, the first full year of employment begins on July 1 following the actual date of employment. During the first five (5) full years of employment, eligible full-time Employees will earn ten (10) vacation days. During the sixth full year of employment, eligible full-time Employees will earn one (1) additional day of vacation. An

Employee will continue to earn one (1) additional day each year until he/she receives twenty (20) vacation days after fifteen (15) full years of employment.

Vacation days will be charged in quarter, half, three-quarter, and full-day increments. Vacation days may not be held over from one fiscal year to the next.

Vacation requests submitted by the employee will be approved or denied in a timely manner. If a request for use of vacation days is denied, a reason shall be provided.

Employees who are dismissed will be paid for any unused vacation days which have been earned during the fiscal year of termination.

## ARTICLE VII

### WORKING CONDITIONS

#### 7.1 UNSAFE CONDITIONS

The Employer shall make every reasonable effort to ensure the health, safety, and wellbeing of the Employee when assigning work. If the Employee becomes aware of a potentially unsafe or hazardous condition, the Employee shall report this situation to his/her immediately-involved supervisor who shall promptly investigate and respond appropriately. The supervisor will communicate with the Employee who made the report regarding action taken.

#### 7.2 ASSAULT

##### A. PROTECTIONS

Assaults on Employees by students shall continue to be regarded by the Board as a matter of grave concern. The Board recognizes the lawful right of an Employee to protect him/herself or a student in case of an unavoidable physical assault and, as required by the School Code, shall provide indemnification and protection for claims and suits against the Employee.

##### B. NO WAGE PENALTY

Work time lost by the Employee because of an assault on the Employee which occurs within the scope of employment and within Board policy shall result in no loss of wages to the Employee, less any salary received from Workman's Compensation, and shall not be charged to the Employee's sick leave, provided this section shall cease to be operative sixty (60) calendar days following such assault.

#### 7.3 SCHOOL CLOSING

When the schools and school offices are officially closed by the Superintendent and Employees are notified not to report to work, no paid leave days previously arranged by an Employee will be deducted for such emergency days. When Employees are notified that they are not required to report to work, they shall suffer no loss of pay.

In the event of an emergency school closing that includes all twelve (12) month Employees, any maintenance or custodial Employee who is requested to report for work that day by the Superintendent or designee and reports to work for a standard work day shall be entitled to a floating holiday on a date mutually agreed upon by the Employee and the Director of Building and Grounds. The floating holiday must be used by June 30 of the work year in which the Employee earned the floating holiday. Employees who do not report to work will be deducted either a personal day or a vacation day.



7.4 EMERGENCY PROCEDURES

In the event of a bomb threat, active shooter, or fire, employees shall render all possible aid in following established emergency response protocols. Employees will not be asked to search for bombs or active shooters, nor provide emergency response that would be expected to be provided by professional emergency responders such as fire and police.

7.5 ELECTRICAL, PLUMBING AND GAS REPAIRS

Employees shall not be assigned to do electrical, plumbing or gas repairs that would violate Illinois codes or statutes.

## ARTICLE VIII

### LEAVES

#### 8.1 SICK LEAVE

- A. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, to include spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, children-in-law, stepchildren, ward, and legal guardians. All Employees shall notify their immediate supervisor or principal prior to their scheduled starting time in the event of illness. The Board may require a physician's certificate as a basis for pay during leave after an absence of three (3) days for personal illness or as it may deem necessary in other cases.
- B. Sick leave benefits paid for full-time Employees shall be as follows:
1. 1.5 paid sick days per month (18 days per year) cumulative to 270 days.
  2. New Employees will earn sick leave at the date of employment on a pro-rata basis, i.e., those working partial year shall earn pro-rata sick leave days.
  3. Custodial/maintenance Employees who have seventy-five (75) days accumulated sick leave credit will be granted one (1) day of additional vacation credit. The date of record for review of accumulated sick leave will be June 1 of each year.
- C. Sick leave benefits paid for part-time Employees shall be as follows:
1. 10 days per year, cumulative to 180 days.
  2. New Employees will earn sick leave at the date of employment on a pro-rata basis in the same units as worked, i.e., those working half-time shall earn half-time sick leave days.
- D. An Employee's daily pay will be deducted for each day's absence for illness after accumulated sick leave has been exhausted, or for any unexcused absence. Individual attendance records for each Employee shall be kept in the Personnel Office.
- E. Absences will be charged on quarter, half, three-quarter, or full-day increments. For any absence less than one quarter of an Employee's working day, the Employee will be charged one-quarter day.

8.2 PERSONAL LEAVE

- A. Employees will be granted one (1) day of paid personal leave during the first three (3) years of service in the District. Thereafter, two (2) days of personal leave will be granted. Such leave shall accumulate as follows:
- |           |                             |
|-----------|-----------------------------|
| 1-3 years | One day cumulative to three |
| 4+ years  | Two days cumulative to five |
- No reason for such personal leave need be given. Such leave shall be used for personal matters which cannot be attended to during non-work hours or days, and shall not be utilized to participate in a work stoppage or in any activity which shall result in compensation to the Employee from other than the Board.
- B. Regular part-time Employees will be granted personal leave in the same units as worked, and as noted above, providing such leave meets with all provisions of this section.
- C. Application for use of one (1) personal leave day shall be made on a designated form to the Superintendent or designee at least two (2) employment days prior to the desired onset of such leave, provided that, in an emergency, such application may be made at a later time with an explanation of the emergency. If there is a need to take two (2) or more personal leave days consecutively, the employee shall make application for such leave at least five (5) days prior to the desired onset of such leave.
- D. No personal leave will be granted on the first five (5) or last five (5) student attendance days or on any working day bordering upon an approved holiday or vacation, provided this restriction shall not apply to recognized religious holidays or for emergencies approved at the discretion of the Superintendent or designee.
- E. Personal leave will be charged in quarter, half, three-quarter, or full-day increments.
- F. Unused personal leave days in excess of the allowable accumulation shall be added to the Employee's sick leave accumulation at the beginning of each year when new personal leave allotments are granted.
- G. Employees may use personal leave for recognized religious holidays of the Employee's faith.

### 8.3 ACCIDENT LEAVE

Workers' compensation is carried for all Employees by the Board of Education. Employees will receive compensation in accordance with schedules and benefits formulated by the State of Illinois. Employees will retain the workers' compensation payments. Employees may choose to receive only the workers' compensation benefits or to supplement such workers' compensation benefits with their accumulated paid sick leave in order to receive their full salary.

### 8.4 BEREAVEMENT LEAVE

- A. In case of death in the non-probationary Employee's immediate family, a maximum of four (4) days absence shall be allowed at full pay. Any time required beyond four (4) days shall be assessed against the accumulated sick leave, for a maximum of (60) sick leave days. The immediate family shall be defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, children-in-law, stepchildren, ward, and legal guardian.
- B. For the purpose of attending the funeral of any other non-immediate family, a non-probationary Employee shall be allowed a maximum absence of three (3) days without loss of salary. The non-immediate family shall be defined as grandparents- in-law, guardians of the Employee's spouse, step grandchildren, uncles and aunts, and cousins of the first degree.
- C. Friends are not considered to be immediate or non-immediate family. Time off without pay or personal leave will be allowed for this purpose.
- D. When submitting requests for use of bereavement days, the relationship of the Employee to the deceased shall be stated.

### 8.5 GENERAL UNPAID LEAVES

Special leaves of absence without pay for up to one (1) year may be approved and granted at the discretion of the Board. Any such leaves granted shall be of no precedential force or effect.

### 8.6 JURY SERVICE

An Employee who is called for jury duty or, pursuant to a subpoena issued by the clerk of a court and served on such Employee, attends as a witness upon trial or to have his or her deposition taken in any school related matter pending in court, shall promptly notify his/her immediate supervisor of such notification. The Employee will suffer no loss of sick leave, personal leave, or pay while fulfilling the above duties when appropriate proof of time served is furnished.

## ARTICLE IX

### EMPLOYEE EVALUATION

#### 9.1 PURPOSE OF EVALUATION

The primary purpose of Employee evaluation shall be to provide feedback on performance of employment responsibilities.

#### 9.2 EVALUATION PROCEDURE

Custodial Employees will be evaluated on an annual basis in partnership between the building administrators (principal/assistant principal) and Buildings and Grounds administrators (director/assistant director). Maintenance Employees will be evaluated on an annual basis by the Assistant Director of Buildings and Grounds with input from appropriate personnel. If the administrator determines to evaluate an Employee on a biennial basis, the Employee shall be notified by October 1. Evaluations will be reduced to writing on the appropriate document for each job classification and will be completed prior to May 15. The evaluation will be discussed with the Employee, and the written report will become a part of the Employee's personnel file. If the evaluator believes the Employee is doing unacceptable work, the reason(s) will be set forth, together with any suggestions a supervisor may have for improvement or remediation.

#### 9.3 EMPLOYEE'S RIGHT TO RESPOND

Following the post-evaluation conference, the Employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the Employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation, only that they have been discussed. An Employee may submit additional comments to the written evaluation if he/she so desires within thirty (30) calendar days from the receipt of the written evaluation. The Employee's comments are to be placed in the Employee's personnel file.

## ARTICLE X

### PERSONNEL FILE

#### 10.1 CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS IN FILE

Each Employee's official personnel file shall be maintained in the Administrative Service Center and shall contain all Employee evaluation reports and information which serves as a basis for discipline of such Employee. Prior to placing such evaluation reports and information in an Employee's official personnel file, a copy shall be given to the Employee who shall acknowledge receipt. The Employee's signature indicates only that the Employee has received a copy of the report(s) and/or information, but not that the Employee agrees with the information.

#### 10.2 RIGHT TO RESPOND TO MATERIALS IN FILE

An Employee shall have the right to submit a written statement explaining his/her position with respect to any document in his/her file within thirty (30) calendar days from the date a copy of the document was first provided to the Employee, and, if submitted, the Employee's statement shall be attached to the disputed portion of the personnel record.

#### 10.3 RIGHT TO EXAMINE FILE

An Employee shall be entitled to review his/her personnel file during regular business hours by making an appointment therefore with the Assistant Superintendent for Personnel or designee. At the Employee's request, a representative of the Association may accompany the Employee in this review. Upon request, the Board will reproduce one (1) printed copy or provide an electronic copy of all or any part of the materials in the Employee's personnel file except as provided in Section 10 of the Illinois Personnel Record Review Act (820 ILCS 40/10).

## ARTICLE XI

### EMPLOYEE PROTECTION

#### 11.1 DISCIPLINE

The Board agrees with the tenets of progressive and corrective discipline, including, but not limited to, oral reprimand, written reprimand, suspension with or without pay, holding on step, and discharge. The Board retains the right to by-pass general progressive discipline steps when deemed necessary by the Board in its sole and exclusive discretion.

## ARTICLE XII

### SENIORITY

#### 12.1 DEFINITION OF SENIORITY

Seniority shall be defined as the length of continuous service within the District as a member of the bargaining unit in one of the designated categories set forth in Section 12.2 below. Probationary Bargaining Unit Members shall have no seniority until the successful completion of the probationary period, at which time their seniority shall revert to their first day of work. In the event that more than one individual Bargaining Unit Member has the same length of continuous service in the District, position on the seniority list shall be determined by drawing lots. For full-time employment for less than a full-year's service, seniority credit shall be prorated.

#### 12.2 CATEGORIES WITHIN BARGAINING UNIT

For the purpose of this Agreement, all Bargaining Unit Members shall be placed in one of the following categories based on their current assignments:

- A. Custodian / Pony
- B. Head Custodian
- C. Maintenance Mechanic

An Employee with seniority in one category may not exercise such seniority in any other category pursuant to any provision of this Article. If an Employee is transferred to another category voluntarily, the Employee's seniority status shall not be carried to the new category. If an Employee is involuntarily transferred to another category, the Employee shall maintain his/her seniority in the new category. Seniority credit earned previously in the original category will be maintained at that level in the original category.

#### 12.3 MAINTAINING AND POSTING OF SENIORITY LISTS

The Superintendent or designee shall prepare, maintain, and post a seniority list showing seniority by classification of all non-probationary, full-time Employees. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district prior to February 1st. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

The Association and each Employee shall have until February 15 to file objections to the list in writing with the Superintendent or designee. The objection shall specify any alleged errors. The Association and Employee shall be prohibited thereafter from challenging the rankings until the posting of a seniority list in the following school year.



## ARTICLE XIII

### REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

#### 13.1 REDUCTION IN FORCE AND RECALL

- A. If the Board determines to honorably dismiss its educational support personnel staff, reductions of non-probationary full-time Employees shall be made in reverse order of seniority within the separate categories set forth in Section C above, provided, however, that the Employee(s) with greater seniority within the category of position possess the skills, qualifications, and abilities necessary to fill the position(s) of the Employee(s) with less seniority within the category of position.
- B. If a vacancy occurs for the following school term or within one (1) calendar year from the beginning of the school term following a staff reduction, the Board shall first offer reemployment to the Employee(s) laid off (by category) in the reverse order of the reduction, provided the Employee to be recalled is determined to possess the current skills, qualifications and abilities necessary to perform the work in the job to which recalled. This provision shall not apply to probationary or part-time employees. An Employee so recalled shall not be deemed to have suffered a break in employment as a result of the staff reduction, but the Employee shall not accrue any benefits, including seniority, for the period of the reduction.
- C. Notice of recall shall be sent to an Employee by certified mail (return receipt requested) to the last address submitted to the Board by the Employee. The Employee must notify the Board in writing, within ten (10) calendar days of mailing or within five (5) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position tendered to the Employee during the recall period. Any Employee who fails to notify the Board of his/her acceptance or rejection of a tendered position within the timelines set forth above shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period.
- D. Any full-time Employee whose service in the District has been terminated due to reduction in force shall have the option to continue insurance coverage in the District's hospitalization major medical plan in accordance with any applicable Illinois or federal insurance continuation law (e.g., COBRA).

## ARTICLE XIV

### VACANCIES, PROMOTIONS, TRANSFERS

#### 14.1 DEFINITION OF VACANCIES

When vacancies occur or new positions are created as determined by the Board, all such bargaining unit position notices shall be posted in all buildings. All qualified Employees shall be permitted to apply for any such job.

#### 14.2 NOTICE

##### A. POSTING OF VACANCIES

Positions shall be posted at least ten (10) school days prior to being permanently filled. A copy of postings shall be emailed to the Association President.

##### B. NOTIFICATION TO APPLICANTS

The Employer shall provide verbal or written notice of its employment decision to each Employee interviewed for a vacancy within the bargaining unit.

ARTICLE XV

COMPENSATION AND RELATED PROVISIONS

15.1 LIFE INSURANCE

The Board shall provide for each full-time custodial/maintenance Employee \$50,000 of term life insurance until the time of retirement or resignation.

15.2 HOSPITAL MAJOR MEDICAL INSURANCE

- A. The Board shall pay 91% toward the total premium cost for health and major medical insurance (including vision care) for each full time Employee electing individual coverage. Such coverage, including schedules of benefits, shall be outlined in the Employee Benefit Plan Document. Employees newly hired to the District after July 1, 2022 shall not be eligible for the Universal Plan/PPO.
- B. Family coverage for those eligible Employees who participate in the District's medical insurance plan must be applied for at the time of employment or within thirty (30) days thereafter. If family coverage is desired at a later date, employees may enroll during the open enrollment period or may enroll as a result of a qualifying event. When enrolling for family coverage, all members of the Employee's family are required to complete an insurance enrollment process.

Family coverage is paid based on years of participation by the Employee according to the following schedule:

The Board of Education will pay:

The Employee pays:

20% for the first year  
40% for the second year  
60% for the third year  
80% for the fourth year  
85% for the fifth year

80% for the first year  
60% for the second year  
40% for the third year  
20% for the fourth year  
15% for the fifth year

Employees for whom the Board paid the full premium, except for the \$25 per month that is paid by the employee, prior to June 30, 2014 will be grandfathered and shall pay 5% of the total premium cost for individual health and major medical insurance coverage for family health insurance coverage.

C. Prescription Drug

Coverage for prescription drugs shall be provided through a Pharmacy Benefit Manager (PBM). Prescriptions shall be paid in accordance with the tiers outlined in the Plan Document.

- Tier 1 & 2: \$10 Copay for retail generic or preferred brand
- Tier 1 & 2: \$24 Copay for mail order generic or preferred brand
- Tier 3: \$30 Copay for retail non-preferred brand
- Tier 3: \$50 Copay for mail order non-preferred brand

D. Hospital Major Medical Deductible

The annual deductible included in the Schedule of Benefits will be \$250 individual/\$500 dependent.

- E. If insurance premiums increase by 10% or more from the previous year, both the Association and Board of Education agree to engage in midterm bargaining of the provisions of Article 15 exclusively, with the goal of reducing the impact of the increase in premium on the Board of Education, as well as on the employee.

15.3 VISION INSURANCE

The Board shall provide for each full-time Employee individual vision care. Employees with dependent medical insurance will include vision care for dependents.

15.4 DENTAL INSURANCE

The Board shall provide for each full-time Employee individual and family coverage dental insurance premium at no cost to the Employee. A \$2000 annual limit (excluding orthodontics) shall be imposed on the annual expenditure for each individual and dependent in the Employees' Dental Plan.

15.5 MILEAGE

Employees shall be paid at the Internal Revenue Service (IRS) rate per mile for all approved mileage to perform their assigned duties for the District.

15.6 PAY DATES

Payroll checks shall be distributed every two (2) weeks on Friday to all Employees. If a regular pay date falls on a holiday, then the Employee shall receive pay on the last work day preceding the scheduled pay date.

15.7 SALARY SCHEDULES

The salary schedule shall be as set forth in Appendix A, which is attached to and incorporated into this Agreement. From this amount, the Board shall deduct and pay to the Illinois Municipal Retirement Fund all contributions required by law.

15.8 COMPENSATION / TEMPORARY DUTIES ASSUMED

An Employee's pay rate shall not be reduced as the result of any temporary change in duties.

15.9 MANDATORY INSURANCE PROGRAM

If the State of Illinois creates an alternate mandatory benefit plan for medical/dental insurance, the Board and Association shall re-negotiate these benefits. Nothing herein shall require concessions by either party.

15.10 PREMIUM CONVERSION AND MEDICAL REIMBURSEMENT ACCOUNT

- A. Employees may elect to tax shelter the portion they pay toward premiums for single or family medical/dental insurance coverage offered by the District in accordance with the District's Section 125 Cafeteria Plan.
- B. In accordance with the terms set forth in the District's Section 125 Cafeteria Plan, Employees may elect during the Plan's annual open enrollment period to have specific amounts withheld from their paychecks on a pre-tax basis to fund medical and dependent care reimbursement accounts. The accounts may be used by Employees to reimburse themselves for eligible expenses for themselves and dependents as permitted by law, excluding medical/dental premiums.
- C. Employees participating in this premium conversion or medical reimbursement account plans whose family/marital status changes during the plan year, in accordance with IRS regulations and the plan documents, may amend the amounts to be withheld not less than thirty (30) days prior to the change taking effect.

15.11 HEALTH AND WELLNESS COMMITTEE

A joint District Administration/Employee Health and Wellness Committee shall be established to review and monitor the cost and changes in the physician/hospital network and administrative services. All medical benefits as described in the Summary Plan Description Schedule of Benefits shall be in effect for the duration of this agreement.

The Committee shall meet not less than six (6) times per school year, unless otherwise agreed, to review information pertinent to the health and wellness benefits offered by the District to district employees. As appropriate, the Committee shall present a summary of their discussions to the Board based upon the consensus of the committee.

The purpose of this Committee shall include:

- Gather input on the current status of the District's health insurance, coverage, possible cost containment measures, review of carrier options, and discuss service of the current carrier.
- Review and recommend to the Board:
  - Options for the creation of additional plans with different benefit structures and medical benefits
  - Options for the development and implementation of cost containment measures and wellness programs
- Review annual audit of District's Medical Insurance Reserve Fund, including claims history, payouts, fixed costs, trend analysis, and rate history.
- Examine renewal rate projections.
- Building a working partnership between administration and the DGCMA for the purpose of educating all employees and ultimately controlling the overall insurance costs

The Health and Wellness Committee shall include the following members:

- Two (2) administrators
- Two (2) to Three (3) members from the DGCMA (custodial/maintenance)
- DGEEA (teachers) - number of members as determined by the DGEEA contract
- DGESP (educational support staff) - number of members as determined by the DGESP contract
- One (1) non-voting member from the Board of Education
- One (1) Committee Chair - Assistant Superintendent for Business

Each Association shall notify the Superintendent or designee of the individuals who will represent the respective Association annually, prior to the start of school each August. Any change in designee shall be provided in writing by the Association President to the Superintendent not less than fifteen (15) days prior to the change taking effect. A temporary alternate representative may attend any committee meeting on behalf of the designee.

Premiums will be established annually by the Board for each plan offered by the District. Premium contribution levels by the Board and employees shall be calculated in accordance with Article 15.2 of this Agreement.

## ARTICLE XVI

### RETIREMENT

#### 16.1 RETIREMENT

Upon the retirement of any full-time Employee at a minimum age of 55 with twelve (12) years of service, the Board shall increase the salary for the final full year of service by 6%, provided the employee provides written notice no later than six (6) months prior to the date of retirement and the District does not incur additional costs as a penalty for granting the salary increase.

When determining approval of retirement benefits, the Administration may consider special circumstances related to confidential personnel matters involving individual Employees. Based on the circumstances provided by the individual, the Administration may accept a letter of intent to retire with fewer than six (6) months from the retirement date. The decision to approve retirement benefits will be based on the special circumstances and the discretion of the Administration.

#### 16.2 ACCUMULATED SICK LEAVE

At the time of retirement, all remaining sick and personal days will be submitted to the Illinois Municipal Retirement Fund (IMRF) to be used for IMRF service credit.

#### 16.3 POST RETIREMENT BENEFIT

Any member of the bargaining unit who 1) achieves at least 12 or more years of service with the District; 2) is at least 55 years of age; 3) has applied for and been approved for retirement pursuant to the rules and regulations of the Illinois Municipal Retirement Fund, and 4) provides written notice to the District no later than six (6) months prior to the date of retirement is eligible to receive a post retirement benefit of \$3,000. Payment for the post retirement benefit will occur within 2 months after the employee's retirement date.

## ARTICLE XVII

### EFFECT OF AGREEMENT

#### 17.1 COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

#### 17.2 SAVINGS CLAUSE

If any article, section, or provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, said article, section or provision shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or provision.

#### 17.3 NO STRIKE ASSURANCES

During the term of this Agreement, neither the Association nor any member of the bargaining unit shall engage in, authorize, or instigate a strike, work slow-down, or other refusal to render full and complete services to the Board. In the event that a violation of the preceding provision occurs, the Association shall be informed by the Board and shall make every reasonable effort to end said violation. If the violation continues, the person(s) responsible shall be subject to disciplinary action to be determined by the Board.



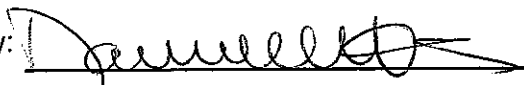
ARTICLE XVIII

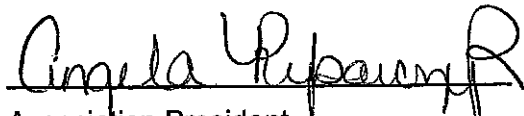
DURATION

18.1 DURATION

This agreement shall be effective on the date of its execution set forth below. The terms of the agreement shall be applied retroactively beginning July 1, 2022 and shall expire at 11:59 p.m. on June 30, 2026.

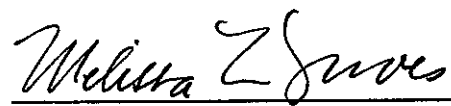
This Agreement made and executed this 11th day of July, 2022, by the duly authorized representatives of the parties designated below.

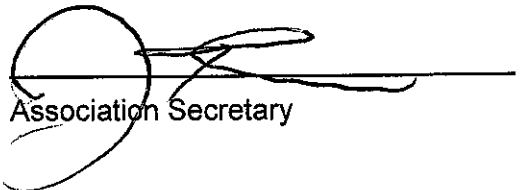
By:   
Board President

By:   
Association President

ATTEST:

ATTEST:

By:   
Board Secretary

By:   
Association Secretary

**APPENDIX A**

**Salary 2022-2026**

The starting salary for all Custodian/Maintenance employees shall be as follows:

<b>STARTING SALARIES</b>	<b>Head Custodian</b>	<b>Maintenance</b>	<b>Custodian</b>
<b>2022 - 2023 (8.5%)</b>	\$19.53	\$20.40	\$16.00
<b>2023 - 2024 (5%)</b>	\$20.51	\$21.42	\$16.80
<b>2024 - 2025 (3%)</b>	\$21.12	\$21.85	\$17.30
<b>2025 - 2026 (CPI 2%-4%)</b>	\$21.54- \$21.97	\$22.28 - \$22.72	\$17.65 - \$18.00

All employees will have their salaries increased according to the schedules on the following pages, except those who have reached the salary caps:

	<b>Salary Increase</b>
<b>2022 - 2023</b>	<b>8.5%</b>
<b>2023 - 2024</b>	<b>5%</b>
<b>2024 - 2025</b>	<b>3%</b>
<b>2025 - 2026</b>	<b>CPI, floor 2%, ceiling 4%</b>

Salaries will be capped at the following hourly rates:

<b>Head Custodian</b>	<b>Maintenance</b>	<b>Custodian</b>
<b>\$35.20</b>	<b>\$42.70</b>	<b>\$25.00</b>

APPENDIX B

DOWNERS GROVE CUSTODIAL/MAINTENANCE ASSOCIATION, IEA/NEA  
DOWNERS GROVE GRADE SCHOOL DISTRICT 58

GRIEVANCE FORM

Grievance # \_\_\_\_\_ Date \_\_\_\_\_

Grievant: \_\_\_\_\_ School/Location: \_\_\_\_\_

Date of event, or date aware of event \_\_\_\_\_

NATURE OF GRIEVANCE:

ARTICLES OF THE AGREEMENT VIOLATED, MISINTERPRETED, OR MISAPPLIED:

RELIEF SOUGHT:

Signature of Grievant: \_\_\_\_\_

Date: \_\_\_\_\_

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