# Agreement

Between the

# District #117 Support Personnel IEA/NEA-Custodial/Maintenance

And the

Jacksonville School District #117

2022-2024

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# ARTICLE I RECOGNITION

1.1 The Board of Jacksonville School District #117, Morgan County, Illinois, hereinafter referred to as the "Board," hereby recognizes the District #117 Support Personnel/IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full and part-time custodians and maintenance employees. Specifically excluded from the bargaining unit are supervisory, managerial, confidential, short-term employee, students, and substitute custodians.

Regularly employed part-time custodians and part-time maintenance employees shall be included in the bargaining unit but their salaries and benefits shall be based on their fractionalized employment status.

1.2 Temporary employees are employees who are hired by the District for thirty (30) days or less to complete a specific job or task that is not part of the bargaining unit work. Temporary employees cannot be used to perform bargaining unit work, nor can they substitute for regular employees.

Substitute employees are employees who are hired to perform the duties of a regular employee who is on any approved leave as found in Article X of this agreement or as state or federal law allows for one (1) or more days.

Part-time employees are those employees who work less than forty (40) hours per week.

# ARTICLE II NEGOTIATIONS PROCEDURE

#### 2.1 Meetings

Negotiations for a successor agreement shall begin no earlier than January 15 of the year agreement expires.

The parties in their initial meeting shall negotiate written ground rules to govern the negotiation procedures for any subsequent bargaining. The ground rules shall address:

- the number of representatives each party has at the table at any one time; this may be agreed upon prior to the first meeting for the purpose of bargaining preparation;
- that all proposals shall be reduced to writing and upon agreement marked "TA'd";
- that the parties will meet in good faith at reasonable times at reasonable places to conduct bargaining;
- that no final agreement shall be executed until final ratification by a majority of the Board of Education and by a majority of the members of the Association.

Nothing contained herein shall be construed to compel either party to agree to a proposal or to require either party to make a concession.

#### 2.2 Proposals

All items proposed for negotiations shall be presented in writing by the Association at or prior to the first session and thereafter shall not be expanded without the mutual consent of both parties.

The Board of Education may also present proposals at the first session. The Board of Education is to submit its proposals/counter proposals within twenty-eight (28) days of the date they receive the Association's initial package and thereafter in response to Association proposals/counter proposals by mutual consent.

#### 2.3 Tentative Agreements

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 counterproposals, and to seek tentative agreements. Tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached, and upon final agreement the entire contract shall be submitted to the Association for ratification and subsequently to the Board for adoption.

#### 2.4 Representatives

Each party shall select its own representatives not to exceed the number agreed upon prior to or at the initial meeting. This number refers to the total number of representatives present at any or all sessions and applies if another contract(s) is (are) being negotiated at the same time. Either party may substitute as needed to expedite the process.

#### 2.5 Length and Times of Meetings

Bargaining sessions shall be closed to the public. Dates of meetings shall be determined by mutual agreement. Meetings shall generally last two (2) hours, except either party may adjourn a session at an earlier time and both parties may mutually agree to extend a session.

Release time may be given to the Association members of the negotiation team if necessary to schedule meetings at reasonable times due to the work schedule.

#### 2.6 **Mediation**

If both parties request the assistance of a mediator, the Federal Mediation and Conciliation Service shall be contacted. If FMCS is unavailable for mediation services, the IELRB shall be notified.

# ARTICLE III GRIEVANCE PROCEDURE

#### 3.1 **Definitions**

- A. A grievance is a claim by the Association, employee, or group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this agreement.
- B. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.
- C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the agreement.

#### 3.2 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

For the purpose of this article, custodians shall report to the building principal in which they are housed and maintenance personnel shall report to the Director of Operations and Maintenance.

- A. The grievant or Association shall present the grievance in writing within twenty (20) days of the occurrence of the event giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The immediate supervisor shall arrange a meeting to take place within ten (10) days after the receipt of the grievance. The supervisor shall provide a written answer to the grievance of the aggrieved employee within ten (10) days after the meeting.
- B. If the grievance is not resolved at Step A, the aggrieved or Association may refer the grievance to the Superintendent or official designee within seven (7) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within seven (7) days of his receipt of the appeal. Within seven (7) days of the meeting, the grievant shall be provided with the Superintendent's written response.
- C. If the Association is not satisfied with the disposition of the grievance at Step B 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 under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which 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 B answer, then the grievance shall be deemed withdrawn.

- 1. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.
- 2. Each party shall bear the full costs for its representation in the grievance procedure.
- 3. If either party requests a transcript of the proceedings that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.
- 4. Each party shall share equally the cost of the arbitrator and the AAA.
- 3.3 A. Failure of an employee or Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.
  - B. Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that the related work activities of the grievant or the work staff are not interrupted.
  - C. Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the employee and the Superintendent.
  - D. If the Superintendent and Association mutually agree, a grievance may be submitted directly to arbitration.
  - E. Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step B.
  - F. The Board acknowledges the right of the employee to have a local Association representative present, if the grievant requests one, at Step 3.2 B and any Association representative, if the grievant requests one, present at Step 3.2 C. No employee shall be required to discuss any grievance if the Association representative is not present, if one is requested.
  - G. No Reprisals. No reprisals shall be taken by the Board or the administration against an employee because of his participation in a grievance.
  - H. With the Superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in 3.2 A-C.

- All records related to a grievance shall be filed separately from the personnel files of the employees.
- J. A grievance may be withdrawn at any level without establishing precedent.
- K. If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the said claim or set of facts through the grievance procedure.
- L. If both the Superintendent or designee and Association mutually agree, the expedited Arbitration Rules of the Arbitration may be used instead of the Voluntary Labor Arbitration Rules.
- M. The Association Grievance Form is attached as Appendix E

# ARTICLE IV EMPLOYEE DISCIPLINE AND TERMINATION PROCEDURES

#### 4.1 Records

Falsification of records or application forms is grounds for immediate dismissal. Falsification shall be defined as willfully or intentionally providing incorrect or incomplete information.

#### 4.2 <u>Discipline Procedures</u>

A. No employee shall be disciplined without just cause. Disciplinary action will be progressive, except for gross misconduct, which the Superintendent or official designee may elect to proceed to the level of discipline, as shown below, the Superintendent or official designee believes is appropriate given the circumstances of a specific case, including going directly to recommendation to the Board for dismissal.

Prior to this recommendation an investigation shall be completed which shall include a predisciplinary meeting. At least forty-eight (48) hours prior to the meeting, a written notice shall be delivered to the employee. The notice shall state the specific grounds forming the basis for disciplinary action.

A disciplinary meeting after the investigation is complete shall be conducted wherein the employee shall be informed of the outcome of the investigation. Misconduct by an employee that does not constitute gross misconduct, shall include such conduct as being late for work, insubordination, or use of profanity or poor job performance shall be addressed on a progressive basis according to the schedule below. Gross misconduct shall include such conduct as violating safety standards that threaten the safety of children, child abuse or neglect, theft, fraud, or felony convictions.

- 1. Verbal warning in writing (date, infraction)
- 2. Written Warning

- 3. One to five (1-5) day suspension without pay
- 4. Discharge

During any investigation, if necessary, an employee may be suspended with pay, fringe benefits and all other benefits provided by the contract, pending determination of any disciplinary action. In the event an employee must be present at a meeting that could lead to any type of discipline, loss of pay, change of employment status, or dismissal, the employee, upon request, may have an Association representative of their choosing present.

Any instance not previously recorded in the employee's personnel file prior to the notification of the disciplinary action shall not be used by the Board as a basis for its action.

#### B. Review of Disciplinary File.

After two years from the date of a Verbal Warning, if there have been no further disciplinary actions an employee may ask to meet with their supervisor and discuss removal of the warning.

After three years from the date of a Written Warning, if there have been no further disciplinary actions an employee may ask to meet with their supervisor and discuss removal of the warning.

#### 4.3 Termination of Employment

- A. The employment of an employee may be terminated for just cause upon action of the Board of Education.
- B. Prior to the dismissal of an employee who has met the probationary period as stated in 4. 1, the Board or its designee shall conduct a pre-termination hearing. At least five (5) days' notice shall be given prior to the pre-termination hearing. In addition, the Board or its designee shall provide a notice of charges and the employee shall be given an opportunity to present his/her view of the incident(s) at the pre-termination hearing. If requested by the employee, an Association representative may be present at such pre-termination hearing. The Administration retains the right to conduct exploratory conferences with an employee, but nothing learned in such exploratory meetings shall form the basis for discipline unless the employee was afforded an opportunity for representation. The Administration retains the right to suspend an employee in excess of five (5) days prior to or after the pre-termination hearing. In no case shall an employee be suspended for more than thirty (30) calendar days without pay.
- C. All letters and notices will be sent to the Association President or the Association President will be notified by phone or in person.

### ARTICLE V EMPLOYEE AND ASSOCIATION RIGHTS

#### 5.1 Hiring Interviews

Head Custodians shall be included, if possible, in all interviews for new hires within that job

category.

#### 5.1.1 Newly Hired Employees

All new employees will be issued an employee checklist along with a link that notifies the new employee where they can locate their current contract. The contract will include job descriptions for all categories of bargaining unit members, work rules, and hours of the work day.

Newly hired employees will be given a printout or jump drive of orientation training upon hire. The information will include, but not be limited to, district policies and procedures, job duties, applicable personnel provisions and any other job specific training that may be necessary. See appendix F.

#### 5.1.2 Notice of New Hires

The board will notify the association, within 48 hours of board action, the names, position, and building location of any newly hired personnel that is represented by the Association.

#### 5.2 Probation

A newly hired employee, who has not previously been in the service of the District, shall be considered to be a probationary employee for the first ninety (90) calendar days of his/her employment, and within that period of probation may be discharged at any time without notice, compensation or assigning any reason whatsoever. For purposes of the Article, "days' are considered regular workdays.

#### 5.3 Job Description

The first year of this contract shall be used to draft updated job descriptions with input from the Association before finalizing the documents for publishing. All subsequent years of this contract shall follow the timeline as stated in the paragraph below.

The Superintendent shall cause to be prepared job descriptions for custodial and maintenance personnel positions that exist in the bargaining unit within twenty (20) school days after execution of this Agreement by both parties and deliver each job description to the Association President for comment by the Association. The Association shall return its comments to the Superintendent within fifteen (15) calendar days. The Superintendent shall consider the Association's comments and make any modifications the Superintendent deems appropriate. The Superintendent shall within fifteen (15) calendar days after receipt of the Association's comments about the job descriptions submit the job descriptions to the Board of Education for its approval at the next regularly scheduled meeting. Any changes to the instructional support personnel and parent educator job descriptions adopted by the Board or the development of new job descriptions shall be initially developed by the Superintendent and delivered to the Association for fifteen (15) calendar day's comment. Then the Superintendent shall within fifteen (15) calendar days of receipt of the Association's comments make any modifications to

the job descriptions the Superintendent deems appropriate. The Superintendent will submit the job descriptions to the Board of Education for approval.

#### 5.4 **Personnel File**

Each employee shall have the right to review the contents of said employee's personnel file with the exception of those stated in the Personnel Record Review Act of Illinois and to attach and place therein written reactions to the contents. The employee may review his/her file upon forty-eight (48) hour written advance notice submitted to the Superintendent or the designee. The employee shall affix his/her signature and date on the actual copy filed. The signature does not indicate agreement with the contents of the material. The employee may not remove any material from said file and must review the contents of his/her file in the presence of the Superintendent or designee.

An employee may request a copy of his/her personnel file except for the material as stated above. If an employee requests in writing a copy of his/her file, the Board shall have within seven (7) days to meet such request. For each page of material copied, the Board shall charge the standard fee for copying. The employee may provide a flash drive for the file to be scanned and transferred to at no charge.

An employee may attach a written response to any material contained in his/her file. Only one personnel file shall exist for each employee and it shall be held and maintained in the Human Resources office.

Nothing herein prevents supervisors from keeping personal notes and records on employees.

#### 5.5 **Dues Deductions**

Any member of the bargaining unit who has applied for membership in the Association may sign and deliver to the Board's business office an authorization for annual dues deduction. The appropriate authorization forms shall be provided by the Association.

The Board shall deduct an equal amount from all employee's paychecks the current dues of the Association provided the Board has received the proper authorization form.

- 5.5.1 Pursuant to such authorization the Board shall deduct from each paycheck of each month for twelve (12) months, beginning in September of each year.
- 5.5.2 The Board shall remit said deducted dues to the Association within ten (10) days following the pay period deduction.

#### 5.6 Other Payroll Deductions

- 5.6.1. Employees shall have the right to authorize payroll deductions. The following payroll deductions will be split equally between the two (2) paychecks each month.
  - A. Medical Insurance Premiums
  - B. Tax Sheltered Annuity

- C. Credit Unions
- D. United Way
- E. Section 125 Plan
- F. 403(b)

Employees shall be limited to three (3) authorization changes per program per year. Such changes can only occur in the months of January, April, and October and the employee must inform the Board with at least ten (10) working days' notice. Change shall be defined as enrollment or any change in the amount of money deducted at the time of the work year. Employees have the right to cancel a deduction at any time; however, once an employee cancels a deduction, he/she shall not be allowed to re-enroll in the program for the remainder of the fiscal year.

#### 5.6.2 <u>Illinois Educators Credit Union</u>

The Association will provide authorization cards for payroll deductions for Illinois Educators Credit Union as follows:

- A. Authorizations are to be received in the District's Business Office by October 1st, January 1st, or April 1st of each year. This will allow three (3) enrollment/change dates for the employee. Employees will receive notification of these enrollment dates with the paycheck in the previous month.
- B. The first deduction (or change) will be made on the 1st paycheck following the first full pay period in October, January, or April.
  - For example: Custodians receive a check on October 1st. The 1st paycheck following the first full pay period in October would be on October 15th. The Illinois Educators Credit Union deduction would be made on the October 15th check.
- C. Authorization must note the amount per month (check) to be deducted for each person.
- D. Requests to stop an individual's deductions are to be received from an Association's Officer in the District's business office by the first day of the month preceding the next paycheck.
- E. Equal deductions will be made each paycheck until a request is received to stop deductions (as per "D" above) or a request is received to change deductions on October 1, January 1 or April 1.
- F. A District #117 check will be issued payable to the Illinois Educators Credit Union for the total credit union deductions made each month. This check will be mailed by the District Payroll Officer directly to the Illinois Educators Credit Union not later than the first banking date after the date of the payroll.
- G. New employees hired after the dates of 5.3.2.B will be allowed to join the Credit

Union within 60 days of their hiring date.

#### 5.7 Use of School Building

The local Association shall have the right, upon approval of the Superintendent or designee to use the school building for meetings at a time when school is not in session provided that such meetings do not interfere with instructional and/or extra-curricular programs. All meeting areas shall be approved by the Superintendent or his designee. Whenever special custodial service is required, the Board may make a reasonable charge for the service.

#### 5.8 <u>Use of Bulletin Boards and Mailboxes</u>

The local Association shall have the right to post notices of activities and matters of Association concern on a designated, existing bulletin board. The Association may use the employee's mailboxes for communications to bargaining unit members.

#### 5.9 Use of District Equipment

With prior approval of the building principal, the Association shall be allowed to use district copying machines and P.C.'s except for Unit Office equipment provided that the use of said equipment is done before or after an employee's workday and in no case between the hours of 8:00 a.m. to 3:30 p.m. on days school is in session. Only employees who have demonstrated a working knowledge of said equipment may use the equipment. The Association shall purchase all supplies and materials used in the business of the Association. Equipment shall not be taken from the District's buildings unless prior approval of the Building Principal is given.

#### 5.10 **Board Agenda**

The agenda for all regular and special Board of Education meetings will be posted on the District's website at least 24 hours before the meeting.

#### 5.11 Board Agenda Minutes

The official open Board minutes will be posted on the District's website 48 hours after the Board approves such minutes.

#### 5.12 Association Leave

In the event that the Association desires to send representatives to a state or national conference, these representatives shall be excused without loss of salary provided the Association reimburses the District for the cost of substitutes. The Association shall be limited to a maximum of five (5) days per school year. No more than two (2) employees per day shall be excused for said leave. Notification of such leave shall be submitted in writing at least ten (10) school days in advance of the date of the leave. In addition, the Association shall prepay the cost of the substitutes prior to the use of said Association.

#### Documents 5.13

The Board agrees to furnish one copy of the following to the President of the Association or designee:

- Districts budget Α.
- **Budget amendments** B.
- Annual financial report C.
- A digital spreadsheet listing the names of the collective bargaining unit members, date D. of hire, wage.

#### <u>Authorized Representative on Campus</u> 5.14

Duly authorized representatives of the Association shall be permitted to transact official Association business before and after the employee's work day, during the employees lunch period if they notify the office. The presence of the authorized representative shall not interfere or disrupt the work schedule of the employees nor interfere with the instruction or extracurricular programs of the District.

#### ARTICLE VI EMPLOYEE EVALUATION

All bargaining unit members shall be evaluated annually by their immediate supervisor based 6.1 upon performance aligned with the job description for the position the member is assigned and may have input from the site administrator. An observation by the immediate supervisor shall occur before the evaluation is completed if the employee feels that the input from the administrator and/or supervisor does not accurately reflect the employee's performance. The employee will be given the opportunity to provide documentation to support their rebuttal. The results of the evaluation shall be discussed in a conference between the employee and the immediate supervisor. A completed copy of each year's evaluation shall be delivered to the employee by the immediate supervisor prior to the conference to review the evaluation with the employee. This evaluation process must be completed before the last day of work in a fiscal year.

Any bargaining unit member may within seven (7) calendar days after the conference with the immediate supervisor submit a written rebuttal or other statement concerning the evaluation.

The employee's written statement shall be attached to the completed evaluation form and placed in the member's personnel file.

Evaluation - Any grievance filed to this Article shall be limited to violation of the specific 6.2 procedures as outlined above. All other aspects of evaluation, including but not limited to criteria, instruments or personalities shall not be grievable.

# ARTICLE VII ASSIGNMENT, VACANCIES, PROMOTIONS, TRANSFERS

#### 7.1 Vacancy Notices

- A. A vacancy shall be defined as a permanent position in the bargaining unit which has been newly created, or which has previously existed and has been vacated due to transfer, reassignment, resignation, retirement, death or termination. The term "vacancy" shall not apply to any temporary position or a substitute position for an employee who has been granted a leave of absence.
- B. All vacancies as defined in 7.1A shall continue to be posted on the District's website. The posting shall be for a minimum of seven (7) calendar days before the position is filled on a permanent basis. Nothing in this article prohibits the Board/Administration from filling a vacancy on a temporary basis.
- C. The initial vacancy shall be filled as per paragraph (2) of 7.2.
- D. Vacancies occurring within the bargaining unit, including newly created positions, shall be posted on the District website along with a copy of such posting sent to the Association. Positions as above described shall be posted at least seven (7) school days prior to being filled. Such posting shall contain the following information:
  - 1. Type of work
  - 2. Location of work
  - 3. Starting date
  - 4. Relevant pay information
  - 5. Hours to be worked
  - 6. Job Description
  - 7. Minimum requirements

#### 7.2 Transfer/Promotions

Any employee may apply for a vacancy position in the District. Such application shall be on-line through the District's website. In filling such vacancies consideration shall be given to all qualified employees within the bargaining unit except as stated in the remaining section of this Article and no further restrictions shall be placed on the administration in filling such vacancies.

If two (2) employees in the District apply for the same position within the same category as defined in the District seniority clause of this Agreement and the administration believes both are equally qualified, the most senior employee within that job category shall be offered the vacant position.

For example, if two (2) or more full-time custodians apply for a vacant full-time custodian position and all are equally qualified, the most senior employee shall be offered the vacant position in the full-time custodian job classification. The District shall provide a rationale to

the applicant(s) not selected along with an opportunity to meet and discuss the rationale. Seniority shall only be a factor within job categories. An employee shall have no right to claim seniority in another job category when applying for a vacant position other than his current classification.

All head custodian positions are considered to be in the same job category for the purpose of filing vacancies.

When the board/administration determines to permanently involuntarily transfer or permanently reassign an employee (s), volunteers shall be sought. Volunteers will be sought, but the administration/board is not restricted other than seeking volunteers when it involuntarily transfers or permanently reassigns an employee. If a vacancy exists in a full-time (8 hours) custodial position and no other full-time custodian applies for the position, the administration may hire from currently employed part-time custodians or from other qualified applicants. The District shall provide a written rationale for the transfer/reassignment to the Association, within seven (7) and not less than three (3) days before the transfer, along with an opportunity to meet and confer before the involuntary transfer/reassignment is implemented.

### 7.3 Reconfiguration

If a position(s) is eliminated due to the District closing a building with no reduction in force (RIF), the employee(s) shall be placed in a position of equal status and shift with no loss of seniority or allowed to use "bumping" rights; i.e., shall have the right to assume a position ("bump") of less senior employees in the same category of position for any positions the employee is qualified to hold as stated in the District's seniority list.

# ARTICLE VIII CONDITIONS OF EMPLOYMENT

### 8.1 Work Day

The work day for all regular, full-time employees shall be eight (8) hours, not including a thirty (30) minute unpaid meal break with the exception of the JHS Head Custodian. The JHS Head Custodian shall be given a forty-five (45) minute meal break to cause a fifteen (15) minute shift over-lap. The over-lap shall be used to communicate any work-related information necessary. The following chart is the shift hours unless an alternate work shift is agreed upon by both parties due to the needs of the building.

	DAYS	SHIFT BEGINS	SHIFT ENDS
Custodian	Mon – Fri	6:00 am 10:00 am 2:30 pm	2:30 pm 6:30 pm 11:00 pm
Head Custodian	Mon – Fri	6:00 am	2:45 pm

(JHS) (45 min unpaid meal break for over-lap)			
Fieldhouse/Bowl Head Custodian*	Mon – Fri	6:00 am	2:45 pm
Maintenance	Mon – Fri	First shift – 6:00 am Second – 2:00 pm	2:30 pm 10:30 pm

<sup>\*</sup>The Fieldhouse/Bowl Custodian's regular hours are as stated in the above chart unless both parties agree to change the hours worked to cover activities as comp time or overtime.

#### 8.2 Lunch Period

Those employees who work at least eight (8) consecutive hours shall be entitled to a thirty (30) minute to one hour lunch period as assigned by the Supervisor. The lunch period shall be with no pay and not included in the employee regular workday.

Employees who work in more than one building shall be entitled to a forty-five (45) minute lunch period as assigned by the Supervisor(s). Travel from one work site to the other must be completed during this lunch period if the work day is split in half between the two sites. Employees shall be given ten (10) minutes to travel between buildings within Jacksonville. Those employees who travel between Murrayville and Eisenhower shall be given twenty (20) minutes additional travel time.

#### 8.3 **Physical Fitness**

The Board shall require of new employees evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis. Such evidence shall consist of a physical examination and a tuberculin skin test and, if appropriate, an x-ray, made by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches not more than 90 days preceding time of presentation to the Board and cost of such examination shall rest with the employee. The Board may from time to time require an examination of any employee by a physician licensed in Illinois to practice medicine and surgery and at no cost to the employee.

Based upon reasonable suspicion, an employee may be required to undergo drug or chemical tests for the presence of a controlled substance that has not been legally prescribed. Such testing shall be at the District's expense.

#### 8.4 In-Service

When an employee is required to attend an institute, training session, or in-service program during the workday, the employee shall suffer no loss of pay or benefits.

#### 8.5 Shift Changes

On days when students and/or teachers are not present, employees assigned to the second (2nd) shift may be allowed to work the first (1st) shift provided they request a change in writing within 14 days before the date and permission will be granted or denied within 10 days of the date by their supervisor. The supervisory decision is final and he/she may deny any and all such requests. On days when students/teachers are not in attendance and only one 2nd shift maintenance shift employee wishes to work 2nd shift alone, the request will be denied for safety reasons.

#### 8.6 Breaks

Full-time employees shall be entitled to two (2) fifteen (15) minute breaks each day. If the employee works more than four (4) hours but less than eight (8) hours per day, he/she shall be entitled to one (1) fifteen (15) minute break period per day. It shall be the discretion of the district to determine when during the workday, the employee shall be entitled to his/her break period(s). Written notice of break time shall be provided the employee.

#### 8.7 Vacations

A. A year round employee shall earn vacation on the basis of completed fiscal quarters worked.

Vacation days earned as shown in the chart below shall be allotted in days per quarter or one-fourth (1/4) of the annual amount.

In the initial year of employment the employee will earn pro-rated days of vacation based on the number of completed fiscal quarters to the start of the new fiscal year (the fiscal year is July I through June 30). At the end of the employee's first year, if a person is initially employed between July 1 through December 31, said employee shall receive the total number of vacation days earned for year one and begin receiving vacation days at the end of each fiscal quarter worked thereafter.

However, if a person is initially employed between January 1 and June 30 at the end of the employee's first year, they will receive half of the total number of vacation days as shown on the chart below, but will not be considered as completing a fiscal year until July 1 of the calendar year following employment.

All persons hired prior to July I, 2005 shall be considered to have completed a fiscal year in their initial year of employment regardless of employment date.

B. Each year employees will earn vacation days based on the following years of completed fiscal years.

- 1-5 years, the employee shall earn 10 days of vacation.
- 6-11 years, the employee shall earn 15 days of vacation.
- 12 years, the employee shall earn 16 days of vacation.
- 13 years, the employee shall earn 17 days of vacation.
- 14 years, the employee shall earn 18 days of vacation.
- 15 years, the employee shall earn 19 days of vacation.
- 16 years, the employee shall earn 20 days of vacation.
- 17-20 years, the employee shall earn 21 days of vacation.
- C. When an employee reaches the end of a fiscal year, he/she shall receive credit for the vacation earned from the time of employment to the end of the fiscal year in which employment began, and at the proper number of days for each completed quarter worked. After an employee has worked one full year, he/she shall receive credit for vacation due at the end of each quarter (October 1, January 1, April 1, and July 1).
- D. 1. Vacation time earned in one (1) fiscal year shall be used by the end of the following fiscal year. If the employee does not use all of their vacation time within the fiscal year the days are earned, those days may be carried over for six (6) months into the next fiscal year. The activation date for vacation carry-over begins on July 1 of each year since vacation days are accrued quarterly.
  - 2. Employees may request to use their vacation time earned during the course of the school year. The District reserves the right to approve or disapprove the requests on the basis of staffing needs as determined by the administration.
    - a. All leave requests shall be submitted to the Director of Buildings and Grounds.
    - b. Requests shall be approved on a first come, first served basis unless 2 or more employees make the same request of leave at the same time—then seniority rights shall apply.
    - c. Employees shall give the District as much notice as possible.
  - 3. No vacations will be approved during the week immediately preceding the start of the new fall school term. Vacation time may be taken during the week preceding the start of summer vacation with prior approval of the administration. All vacation days shall be taken in one-half or whole day increments.
  - 4. Written vacation schedules for summer vacations shall be filed with the supervisor no later than May 15th annually. The schedules are subject to the final approval of the Superintendent or his/her designee.
- E. Employees terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination.

#### 8.8 Holidays Recognized and Observed

The following days shall be paid holidays for custodians and maintenance personnel if the day falls in their normal work year.

Juneteenth July 4th Labor Day Columbus Day

Election Day (when declared by State)

Veteran's Day Thanksgiving Day

Friday after Thanksgiving

Christmas Eve Christmas Day New Year's Eve New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday or President's Day

(as determined by School District Calendar)

Memorial Day

Friday of Spring Break or the Friday before Easter if school is not in session. Otherwise, the Friday of Spring Break will be applicable.

When any of the above holidays fall on a Saturday, the proceeding Friday will be designated as the holiday. Should the holiday fall on a Sunday, the following Monday will be designated as the holiday. This situation would apply only if any holiday from above or the designated Friday or Monday is not scheduled as a day in which school is in session and/or is a required working day for certified staff. When this designation is not applicable, the Board of Education will designate a date(s) to be used during the summer period when school is not in session as a holiday(s) in lieu of the lost day(s).

In order for an employee to qualify for holiday pay, they must meet the following requirements:

- 1. The employee must work within the payroll period during which the holidays occur.
- 2. The employee must work the last scheduled working day before the holiday and the first scheduled workday after the holiday.
- 3. Regular part-time employees will receive holiday benefits on a pro-rata basis based upon the average number of hours worked per day.
- 4. The only exception to the above will be when an employee is on approved vacation, preapproved personal leave, provides a written physician's verification for illness/absence dated prior to or on the date of absence on either the last working day prior to or on the first working day after the holiday, or is on approved bereavement leave. An employee is limited to using one personal leave day in this manner in a fiscal year. No more than two employees may use a personal leave day in this manner on any one day. Granting the use of pre-approved personal leave days for use in this manner will be on a first come first approved basis.

#### 8.9 No Subcontracting

During the term of the agreement the Board shall not subcontract work presently performed by members of the bargaining unit. The no subcontracting clause does not prohibit the Board from hiring specialists to perform duties of members of the bargaining unit on a temporary basis as stated in Article 8.9.1. The purpose of the contractual item is to restrict the Board from hiring a private corporation and permanently replacing current employee(s) of the bargaining unit. The Board still has the authority to reduce its number of personnel as per Article IX of the agreement and may reduce the number of employees through attrition or dismissal.

#### 8.9.1 <u>Temporary Use of Non-Bargaining Unit Personnel</u>

- A. The District agrees that no person other than those normally employed shall be used at any time to perform the work normally performed by a bargaining unit employee except in cases of emergency or as agreed upon by both parties.
- B. In the event of an emergency, every effort will be made to utilize the services of bargaining unit employee who would normally perform the work required.
- C. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur, or where a bargaining unit employee has refused to perform work alleging unsafe or hazardous working conditions.

#### 8.9.2 Employer's Right to Sub-Contract Exception

The District will not sub-contract, transfer or assign, in whole or in part, any work or services unless the skills needed to perform this work or services are unavailable or cannot be obtained in a reasonable time by bargaining unit employees.

#### 8.10 **Employee Responsibility**

The administration recognizes that when custodial employees secure and lock facilities at the end of their shift, the security of that facility may be breached by other noncustodial employees.

#### 8.11 Facility Assessments

The Director of Buildings and Grounds will conduct building visits once per quarter with the Head Custodian to check building maintenance, equipment condition and safety, and the cleanliness of the buildings including the thoroughness of custodial services. Concerns about these items will be communicated to the head custodian/principal at the building in a checklist format.

#### 8.12 <u>In-District Training</u>

A member of the Custodial Staff will discuss with the Director of Building & Grounds annually and determine: (1) the types of training and, (2) will have input on the products used in the buildings for the forthcoming school year. This custodian staff member will also periodically run workshops on cleaning procedures, chemicals, etc. Suggestions will be gathered from the custodial staff to determine the types of training the member will provide.

#### 8.13 Call In Procedures

When an employee is unable to report to work, he/she is to call at least one hour prior to beginning of employee's shift the daytime head custodian of their building to arrange for a sub. If the head custodian is on leave or unavailable, the employee shall call the Director of Buildings and Grounds to arrange for a substitute. If one or both are unavailable, the employee is to contact the building principal. Head Custodians are to call the Director of Operations and Maintenance as soon as possible to inform him/her of any substitution arrangements. Maintenance employees are to call the Director of Operations and Maintenance. Failure to call at least 1 hour in advance of employee's shift more than twice will result in a dock from employee's pay of 1 hour in addition to the use of sick or other leave.

# ARTICLE IX SENIORITY

#### 9.1 **District Seniority**

Seniority is the length of the employee's service starting with the first day on which duties are performed.

### 9.2 Seniority is Lost Upon the Following:

- 1. Resignation
- 2. Dismissal
- 3. Retirement

### 9.3 Seniority is Retained but Shall Not Accrue During the Following:

- Unpaid leave of absence
- 2. Unpaid sick leave

### 9.4 Seniority Continues to Accrue During the Following:

- 9.4.1 Paid leave of absence
- 9.4.2 Temporary disability under the Illinois Municipal Retirement Fund (IMRF)

### 9.5 Seniority for Vacancies

For the purposes of filling vacancies within the bargaining unit, by February 1 annually, the Board shall publish a seniority list for each of the following job categories:

- 9.5.1 Maintenance Technician
- 9.5.2 Maintenance Grade I
- 9.5.3 Maintenance Grade II
- 9.5.4 JHS Head Custodian; JHS Second Shift Head Custodian
- 9.5.5 JMS Head Custodian; JMS Second Shift Head Custodian

- 9.5.6 Multi-Building Head Custodian; Elementary Head Custodian, Bowl/Field House Head Custodian
- 9.5.7 Custodian (full-time)
- 9.5.8 Custodian (part-time)

When there are three (3) or more custodians assigned to one shift in one building, a head custodian must be one of the positions.

All vacancies (as defined in Article VII) in the job categories listed in 9.5 filled by current employees shall be filled on a probationary basis for up to sixty (60) contractual days. The administration reserves the right to return the employee to his/her previous position in the bargaining unit within the sixty (60) contractual day's probationary period at any time without notice. If the employee is returned to his/her original position, he/she will be paid at the rate of the original position beginning the date of the return to the original position. The employee will be given the reason(s) for being returned to the original position, and this reason will be placed in the employee's personnel file. Unless the reason for returning the employee to the original position is discriminatory, the District will be held harmless for its action.

#### 9.6 Seniority for Bumping

For purposes of "bumping" in the event of a reduction in force, employees shall accrue seniority (as defined in 9.1, 9.2, 9.3, and 9.4) for all categories. The Board and the Association agree that certain positions require qualifications unique to those positions.

If a position is lost due to District reconfiguration, see Article 7.3.

A. Any employee in a position within the bargaining unit which is eliminated by a reduction in force may bump a less senior employee within the bargaining unit in the following order:

Position	May Bump	Less Senior Employees in this order
Maintenance Technician	1. 2. 3. 4. 5. 6.	Maintenance Technician Grade I Maintenance Grade II Maintenance JHS Head Custodian; day or night JMS Head Custodian; day or night Elementary Head Custodian; Multi-Bldg Head Custodian, Bowl/Field House Head Custodian Custodian - Full-Time Custodian - Part-Time
Grade I Maintenance	1. 2. 3.	Grade I Maintenance Grade II Maintenance JHS Head Custodian; day or night

	4. 5. 6. 7.	JMS Head Custodian; day or night Elementary Head Custodian; Multi-Bldg Head Custodian, Bowl/Field House Head Custodian Custodian - Full-Time Custodian - Part-Time
Grade II Maintenance	1. 2 3. 4. 5. 6.	Grade II Maintenance JHS Head Custodian; day or night JMS Head Custodian; day or night Elementary Head Custodian; Multi-Bldg Head Custodian, Bowl/Field House Head Custodian Custodian - Full-Time Custodian - Part-Time
JHS Head Custodian	1. 2. 3. 4. 5.	JHS Head Custodian; day or night JMS Head Custodian; day or night Elementary Head Custodian; Multi-Bldg Head Custodian, Bowl/Field House Head Custodian Custodian - Full-Time Custodian - Part-Time
JMS Head Custodian or JHS 2 <sup>nd</sup> Shift Head Custodian	1. 2. 3. 4.	JMS Head Custodian; day or night Elementary Head Custodian; Multi-Bldg. Head Custodian, Bowl/Field House Head Custodian Custodian Full-Time Custodian Part-Time
Elementary School Head Custodian	1. 2. 3.	Elementary Head Custodian; Mutli-Bldg. Head Custodian, Bowl/Field House Head Custodian Custodian Full-Time Custodian – Part-time
Custodian Full Time	1. 2.	Custodian – Full-Time Custodian – Part-Time
Custodian Part Time	1.	Custodian Part-Time

Bump must be exercised by affected employee(s) within 5 working days of notification. If not exercised by employee within 5 working days the District may determine "bump for employee".

(For example – if a Grade I Maintenance employee is laid off, that person could bump a less senior Grade I Maintenance employee. If the Grade I Maintenance is less senior than the other Grade 1 Maintenance personnel, the Grade I Maintenance employee could bump a less senior Grade II Maintenance employee. If none, the Grade I Maintenance employee could bump a less senior JHS Head Custodian (day or night). If none, the Grade I Maintenance employee

could bump a less senior JMS Head Custodian (day or night). If none, the Grade I Maintenance employee could bump a less senior Elementary Head Custodian or Multi-Bld. Head Custodian. If none, the Grade I Maintenance employee could bump a less senior full time custodian. If none, the Grade I Maintenance employee could bump a less senior part time custodian. The laid off employee must bump a less senior employee in the respective category and must bump into the first classification in which there is a less senior employee.)

Part-time custodial employees (those working regularly for the School District less than forty (40) hours per week) shall be laid off before any full-time custodian/maintenance employees are laid off.

# ARTICLE X Reduction in Force

#### 10.1 Negotiations with the Association

The District shall not take final action on any considerations of reduction in force prior to first meeting with the Association to negotiate over any alternatives.

#### 10.2 Reduction of Work Hours v Lay-Off

There shall be no reduction in the normal work hours provided for any Bargaining Unit Member or position without the prior agreement of the Association. In the event of a reduction in the work hours in a department, Bargaining Unit Members with the greater seniority may use same to maintain his/her normal work schedule by displacing Bargaining Unit Members with less seniority on the work schedule.

In no case shall a reduction of any Bargaining Unit Member's work hours take effect until thirty (30) work days after written notice to the affected Bargaining Unit Member(s) is given by the District.

#### 10.3 Layoff for Cause

Layoff shall be defined as a necessary reduction in the workforce beyond normal attrition.

#### 10.4 Notice

Written notice shall be sent to the Bargaining Unit Member's address on file with the District via certified mail or via personal delivery with receipt. Such notice of an honorable dismissal, reduction in force (RIF), must be given thirty (30) days before the dismissal (RIF) is effective.

#### 10.5 Order of Dismissal

In the event of a necessary RIF, Bargaining Unit Members with the shorter length of continuing service with the District, within the category of position, shall be dismissed first beginning with probationary Bargaining Unit Members.

#### 10.6 Bumping Rights and New Hires

In no case shall a new employee be employed by the District while there are laid off Bargaining Unit Members who are qualified for a vacant or newly-created position. Any Bargaining Unit Members RIF'd, shall have the right to assume a position ("bump") of less senior employees in the same category of position for any positions the employee is qualified to hold as stated in the District's seniority list.

#### 10.7 Laid-Off Employees/Substitution

A laid off Bargaining Unit Member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.

- A. Fringe Benefits/Laid-Off Employees
  - Laid off Bargaining Unit Members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the District after the first thirty (30) days of such layoff, during which time all fringe benefits will be continued by the Employer.
- B. The District may fill the position on a temporary basis until the recalled Bargaining Unit Member can report for work providing the Bargaining Unit Member reports within the ten (10) day period. Bargaining Unit Members recalled to full-time work for which they are qualified are obligated to take said work.
- C. A Bargaining Unit Member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Bargaining Unit Members on layoff shall accrue seniority during the period of such layoff.

#### 10.8 Recall Rights

It shall be the Bargaining Unit Member's responsibility to keep the District notified as to his/her personal email address and current mailing address.

Laid off Bargaining Unit Members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Any Bargaining Unit Member who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification. Upon recall of an employee to service after layoff or other reduction in force, the District shall first give such employee a written notice of recall sent to the last known address of the employee. The recall notice shall state the time and date on which the Bargaining Unit Member is to report back to work. In the event an employee fails to give written notice of acceptance of recall within fifteen (15) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, days of mailing as provided by this section, the employee's right to return to service shall be deemed ended.

#### ARTICLE XI LEAVES

#### 11.1 Sick Leave

Regularly employed employees with 1-19 years' experience shall be entitled to 8 hours (full-time employee) of sick leave or pro-rated by number of hours worked per day for a part-time employee per month of employment. Regularly employed employees with 20+ years' experience shall be entitled to 15 days of sick leave per year. Sick leave shall be charged in one hour increments. A portion of one hour shall be charged as a full hour. Unused sick leave shall accumulate to no limit. If at the end of a fiscal year, an employee has used (3) or fewer sick days in that preceding year, the employee will be granted an additional (3) sick leave days for the next fiscal year. First year employees who use not more than 1 sick day prior to the end of first year of employment will be granted an additional (2) sick leave days for the next fiscal year.

Sick leave may be taken for personal illness or that of immediate family, quarantine at home, or serious illness, or death in the member's immediate family.

For purposes of sick leave, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

After an absence of three (3) days for personal illness, the employee may be requested to deliver to his/her supervisor a physician's statement concerning the reason for the employee's absence from work.

Excessive absenteeism or a recurring pattern of absenteeism shall be reviewed by the Superintendent and/or his designee. The Superintendent at any time may request a physician's statement from an employee suspected of abusing sick leave.

#### 11.2 Absence Due to On The Job Injury

Absence due to injury incurred in the course of the employee's workday while assigned duties shall be treated as sick leave. However, income received from Worker's Compensation shall be deducted from the District's compensation liability to the employee. When income from other than District's funds is received by the employee due to his/her injury, the District shall only be responsible for the remaining salary owed the employee. The intent of the District is that in no case shall the employee who was injured while performing his/her duties receive more than 100 percent of his/her gross salary.

If an employee who is injured on the job receives no District funds, no sick leave benefits will be deducted. If an employee who is injured receives District funds, sick leave benefits will be deducted on a pro-rata basis. If an individual runs out of sick days, excused absence and/or vacation leave which has been accrued on the date that sick leave expires may be used at the employee's discretion on a pro-rata basis.

#### 11.3 Personal Leave

- A. Upon request to the superintendent's office or his designees up to three personal leave days may be granted employees for the purpose of handling important business or personal obligations, which the employee cannot reasonably be expected to deal with on other than school time or a school day.
- B. Personal leave days off immediately before or after Christmas and Spring vacations, or during the first or last week of school will be approved only upon submittal of the cause of absence. The reason for absence should fall within Board policy. Generally, using these days will be discouraged, and employees are expected to make appointments around these days.
- C. If possible, three (3) days' notice should be given the building administrator using forms provided by the District. If this is not possible, then the form should be filed as soon as possible. Personal leave requested after the end of the day preceding or on the day of absence must be followed within three (3) days of the return of the employee by a completed form.
- D. Any charges for personal leave days shall be in one-half day increments.
- E. At the end of the school year any unused personal leave days shall be added to the employee's sick leave accumulation.

### 11.4 Leave for Jury Duty

When an employee is called for jury duty, the employee shall be granted leave with full pay, but employee shall pay to the District any amount of money received for such duty. Leave for jury duty shall not be counted against allowance for emergency leave or sick leave.

### 11.5 Bereavement Leave

Employees shall be granted five (5) paid days of Bereavement Leave per incident connected with the death of an immediate family member. For the purpose of this Article, immediate family shall include spouse, children, father, mother, parents-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, grandchildren, and legal guardian.

The leave covered under this Article shall be annual and will not accumulate.

Sick Leave Days may be used in the event of death of a secondary relative or as an extension beyond the five (5) paid Bereavement Leave Days connected with the death of an immediate family member. For the purpose of this Article, secondary relatives are cousins, aunts, uncles, nieces or nephews

#### 11.6 Sick Leave Bank

Any employee covered under the terms of this contract shall be eligible to participate in a VOLUNTARY district-wide Sick Leave Bank. The intent is to provide extended sick leave benefits to those persons who incur a period of extended illness, injury, or hospitalization. Only those employees who donate the required days to the bank shall be eligible to apply to draw from the bank when needed.

New participants in the voluntary sick leave bank shall submit written notice between August 15 and September 15 of intent to participate on a form created by the Sick Leave Bank Committee and provided by the Jacksonville School District. If a new employee is hired during the school year he/she may take part in the Sick Leave Bank by submitting intent to participate form provided by the JSD. New employees will have two (2) weeks from the first day of employment to decide if he/she wishes to participate in the Sick Leave Bank.

Each employee electing to participate in the bank shall contribute two (2) sick days to the sick bank each year until the sick leave bank reaches the minimum capacity of 600 days. In case of depletion of the sick leave bank below 200 days all employees enrolled will automatically have one (1) sick day deducted and added to the sick bank. HR will notify all members of the sick bank in writing of the depletion of sick bank days and that an automatic one (1) sick day will be taken out of their personal sick days on said date that it will occur.

Membership is automatically renewed each year unless a member submits written notice of cancellation by September 15 of the school year in which cancellation is desired. A participant may cancel membership by indicating in writing directed to the attention of HR. HR shall then transfer the letter of cancellation to the Sick Leave Bank Committee within 5 business days after receipt. Cancellation of sick leave bank membership, regardless of reason, shall mean forfeiture of any claim to their contributed days and benefits of membership.

The intent of the bank is to provide additional financial protection to those employees who incur a period of catastrophic illness, prolonged illness, serious injury, or hospitalization, as verified in writing by a physician, if requested by the Committee. The bank is not applicable to any employee utilizing days for illness in the family except in emergency situations following approval of the Superintendent and the Sick Leave Bank Committee. It remains the intent of both parties to strive to retain good attendance in the district. It is not the purpose of this bank to provide additional days to employees who have exhausted their accumulated sick leave and are applying for days because of colds, sore throats, flu, or some other non-catastrophic illness.

Beginning with the fourth (4th) unpaid day after the employee has exhausted all of his/her sick, vacation, and personal leave, an employee may be eligible to submit an application to use the Sick Leave Bank. If the employee is eligible, the plan coverage shall be retroactive to include the first (1st) day of eligibility which begins on the fourth (4th) unpaid consecutive day

of absence. The consecutive day rule does not apply to intermittent absences due to life threatening occurrences.

Authorized withdrawals by participating employees of the sick leave bank shall be made only upon approval of the sick leave bank committee and their decision shall be final. No one shall draw from the bank until a doctor's certificate of illness is presented to the sick bank leave committee, certifying that the employee is unable to work due to a prolonged illness, injury, or hospitalization.

An employee may be eligible to draw a maximum of sixty (60) days in one (1) school year and a maximum of one hundred eighty (180) days during his/her employment in the District. An employee must notify in writing the Sick Leave Bank Committee and the Superintendent or his/her designee at least five (5) working days before returning to work. Upon returning to work, the employee will pay back 25% of their allotted days each year to reimburse half of the days borrowed from the bank.

The Sick Leave Bank Committee will be composed of 3 from association members (with one always appointed by JEA president) and 2 from district administration. They will act on all matters that concern the policies and decisions of the Sick Leave Bank. The admin to work with the associations to create guidelines for this committee; the guidelines will then be adopted in an MOU. Once completed, these guidelines shall be listed in this contract and subsequent contracts. The Sick Leave Bank Committee shall hold an initial meeting prior to October 1 of each school year. The purpose of the initial meeting will be to review the qualifications and procedures of the plan. Subsequent meetings will be held as needed to review applications and determine eligibility. In making decisions, the committee will use the simple majority rule. Following the date of a decision rendered by the Committee, an employee may appeal in writing said decision to the Board of Education within thirty (30) calendar days.

All accrued personal and vacation days shall be used before eligibility to request sick bank days.

Employees requesting days from the sick bank shall first be required to use a maximum of twice their annual sick day allotment earned at the beginning of the current school year. For example, an employee who earns 12 sick days at the beginning of the current school year shall be required to use 24 sick days from those the employee has accrued and saved.

Any retiring member of the sick bank may donate his/her unused sick days to the sick bank.

Any member who is absent for illness or injury due to a work related accident (which is compensational under the Illinois Workers' Compensation Act) will not avail himself/herself to any benefits of the bank.

The voluntary sick leave bank shall not be subject to the grievance procedure contained in this Agreement.

This section of the contract shall not be an open issue for subsequent bargaining unless both parties agree.

#### 11.7 <u>Leaves - Medical Insurance</u>

Employees on approved unpaid leave for medical reasons, personal disability or worker's compensation, will continue to receive the district's hospital-medical insurance benefits during their leave, but not to exceed ninety (90) consecutive school days. Thereafter, the employee may remain on the district's plan if the employee makes monthly payments of premium in advance.

Employees on approved leaves for other purposes may remain in the District's hospital-medical insurance program upon monthly payment, in advance, of the premiums.

A committee shall be created with members from administration and each of the Associations within the District.

#### 11.8 Maternity/Paternity Leave

The Board shall grant a maternity/paternity leave of absence without pay or loss of accrued sick leave, or seniority to any full-time employee who submits a written request, accompanied by a physician's certificate of pregnancy, for such leave. The effective date of the leave and the end of the leave shall be established by the employee in writing and shall be submitted to the Superintendent at least sixty (60) days in advance of the beginning of the leave. Such leave shall not be for more than two (2) complete semesters.

A maternity/paternity leave may be granted for purposes of adoption.

For the purposes of reinstatement, the following shall be met by the employee: A physician's statement, stating the employee is able to assume all duties required of a bargaining unit member, shall be submitted to the Superintendent in advance of the return.

# ARTICLE XII COMPENSATION AND BENEFITS

#### 12.1 Salary

#### Schedule A Employees:

When a custodian is initially employed that person will be placed on Schedule A, Step 1. A person will move to Step 2 the next fiscal year beginning July 1, if they were employed between July 1 and December 31 the preceding year, otherwise, they would remain on Step 1, if they were employed between January 1 and June 30. Each year thereafter on July 1, an employee moves down a step on the schedule.

In the event an employee moves from Schedule A to one of the Head Custodian positions, the employee will receive a <u>one-time hourly raise</u> upon taking the new position in the following

#### amounts:

Elementary Head or Bowl/Field House Head Custodian:

\$1.50 per hour

JMS Head 2nd Shift Custodian:

\$2.00 per hour

JMS Head Custodian/JHS Head 2<sup>nd</sup> Shift Custodian:

\$2.75 per hour

JHS Head Custodian:

\$3.50 per hour

The employee will not move to another salary schedule. In the event an employee transfers, no seniority will be lost.

#### Schedules B-I Employees:

In the event an employee moves to a higher paying classification, the employee will lose 1 step for every grade moved through the chart. For example, an employee with 10 years of experience as a Custodian on the "B" chart who moves to Head Custodian JHS Day would be placed on Step 7.

In the event an employee moves to a lower paying classification, the employee will be placed on a step not lower than their current step. The employee will be placed on a higher step, if the employee lost any steps when previously moving into a higher classification.

In the event an employee transfers, no seniority will be lost.

### Compensation for Temporary Assignment

In the event that an employee is placed in a temporary position to substitute for an absent employee, that employee will be paid an additional amount. Employees on the A schedule will be paid at the differential rate in section 12.1 of the contract. Employees on the B schedule will be paid based upon their years of service and the position that they will be substituting. Substitutes will be paid for any time worked as a substitute after two full work days. On the third consecutive day, the District will retroactively go back and pay for all three consecutive days and going forward regardless if the substitutes are the same employees on said dates.

#### Examples:

Custodian on the A schedule with 5 years' of experience subs for an Elementary Head Custodian. They will receive their hourly rate in addition to \$1.50 per hour.

Custodian on the B schedule with 5 years' of experience subs for an Elementary Head Custodian. They will receive the pay listed on Step 5 of the Elementary Head Custodian schedule.

One employee shall be chosen to substitute for the Director of Building and Grounds in his absence. That employee shall receive a stipend of \$2,400/year to compensate for the wage difference and the additional responsibilities. The employee chosen to substitute shall be chosen by the Director of Building and Grounds.

### 12.2 <u>In-District Annual Travel Allowance</u>

Building head custodians and the JHS Bowl/Field House Custodian will receive an annual travel allowance of \$200.00 per year which will be paid in two installments in December and May.

#### 12.3 Overtime

A. Overtime rates shall apply to all work in excess of 8 hours per day or 40 hours per week actually worked. Paid holidays and pre-approved personal leave and approved vacation shall count toward the 40 hours actually worked requirement. Any employee may be required to work overtime at the discretion of the administration. Non-school associated functions as defined by the administration held on Sunday to which a full-time (40 hours actually worked/week) employee covered by this agreement is assigned shall be compensated at (2) two times the regular hourly salary.

Overtime shall be offered in the following manner:

- 1. Building level
- 2. Volunteers district-wide
- 3. Inverse seniority with rotation by building.
- B. Non-school associated functions held on certain holidays (Christmas Day, New Year's Day, Thanksgiving Day, July 4th, Easter) to which a full-time employee covered by this agreement is assigned shall be compensated at (2) two times the regular hourly salary.

#### 12.4 Call out pay

When an employee is called back to work outside his/her normal shift, the employee shall be paid a guaranteed minimum of 2 hours pay at the employee's appropriate pay rate. If an employee is called out at times outside his/her normal shift, the employee will be paid his/her actual time from the time the employee leaves his/her residence to returning to that residence upon completion of the call out work assignment provided the assignment takes less than 2 hours to complete. If the work assignment takes 2 hours or more, exclusive of travel time, the travel time will not be paid to the employee. Employees will be paid mileage from home to the school building and back home for call outs.

#### 12.5 Pay Days

Paydays will be in equal installments on the 15<sup>th</sup> and the last calendar day of each month. The amount of pay will be based upon each employee's hourly rate, times the number of hours per day, times the number of days to be paid each fiscal year. Adjustments will be made for appropriate items such as a change in rate of pay or hours to be docked.

The District's chief financial officer will publish a yearly calendar listing the pay dates for the year. Starting in September, 1998, all payments will be made by direct deposit for employees hired after September 1, 1998. Current employees hired prior to September 1, 1998, may request to not have their checks directly deposited. Current employees who opt to have their checks directly deposited may not change after they have signed up for direct deposit.

#### 12.6 Employee Insurance Plan

- A. The District will pay the full individual premium for a medical insurance plan.
- B. The District will offer a Supplemental Dental Insurance Plan for each employee in the bargaining unit at no cost to the District. The cost of the supplemental dental insurance plan will be paid by the employee.
- C. The Board and the Association agree to maintain an Insurance Committee to review, as needed, the District's Insurance Provider. This committee shall have the authority to modify the insurance plan (if acceptable to the Insurance provider) and/or provider pending approval by the Association and the Board.
- D. The district will allow each employee in the bargaining unit to payroll deduct premiums for family coverage, dependent care expenses, dental insurance premiums, term life insurance premiums, and unreimbursed medical/dental expenses. Only one company per benefit will be selected by the Insurance Committee and approved by the Board of Education and the Association.
- E. Effective the first of the month following ratification of the contract for 2008-2009, the Plan will include a \$40,000.00 term life insurance policy for full-time employees and all others will receive a \$20,000.00 term life policy.
- F. The District will provide employees an IRS Section 125 flexible spending account. The account will include payment for medical insurance premiums for family coverage, term life premiums, dependent care expenses, dental insurance premiums, and unreimbursed medical/dental expense. Any administrative cost which may be charged by the company selected by the District to administer the plan will be paid semi-monthly through payroll deduction by the employee. Balances not to exceed \$300 that remain in the Section 125 Plan account at the statutory end of each year's activity will become the property of the District. The amount in excess of \$300 shall be set aside to offset future administrative costs of the third party administrator on a prorata basis for persons enrolling for the plan year two years later based on those enrollees with an effective date of February 1. The flexible spending account will begin February 1st of each year. New employees may enroll within 30 calendar days of initial employment.

#### 12.7 Retirement

Any custodial/maintenance employee who retires and has accrued unused sick leave days in excess of 100 days in School District 117 may be paid for those days in excess of 100 days or use them for retirement purposes or a combination thereof. Days in excess of 101 may be paid at a rate of \$50 per day.

#### 12.8 <u>Travel and Expense Reimbursement</u>

A. The established payment rates for various expenses incurred by employees while on District business are listed below. Approval from proper administrative level must be obtained prior to expenditure.

#### 1. Transportation

Effective the first of the month following ratification of the contract for 2005-2006, private car mileage will be reimbursed at the IRS allowable rate per mile for in-district and out of district mileage. Reimbursement requests for in-district and out of district travel shall be submitted not later than 14 calendar days following the end of the semester in which the travel expense is incurred.

Rail or air travel will be reimbursed at the lesser amount of the actual cost or the standard private car mileage rate computed round trip between the two cities.

Taxi travel will be reimbursed at cost with a maximum amount of \$12.00 per day for one employee and \$24.00 for two or more district employees sharing a taxi.

Parking will be reimbursed at cost with a day maximum amount of \$10.00 per day with submission of the dated receipt.

### 2. Meals

Meals will be reimbursed at cost with the following maximum rates. Breakfast = \$5.00, Lunch = \$15.00, Dinner = \$20.00.

Meal rates include tips not to exceed 15%.

One banquet costing more than these maximums may be substituted for one of the above meals when attendance is pre-approved.

### 3. Lodging

The District shall book the lodging at the time of the approval. Accommodations shall include breakfast.

### 4. Registration

The District shall pay the registration fee upon approval and registration.

### 5. Receipts

There will be no reimbursements for any expenses for which receipts or canceled checks are not provided with the exception of private car mileage. If more than one employee is attending the same conference, they shall carpool.

# ARTICLE XIII LABOR/MANAGEMENT COMMITTEE

A Labor/Management Committee shall be established. Association's President shall select up to three (3) representatives. The Superintendent shall select up to three (3) representatives. The purpose of the Committee is to meet and confer monthly to discuss topics of mutual

interest. A monthly meeting can be cancelled by mutual agreement. Nothing said by any person during a committee meeting may be used adversely against that person or the parties in any other context or proceeding. These meetings shall not constitute collective bargaining sessions. It is in the interest of all parties to provide constructive dialogue to resolve issues in a cooperative effort. Nothing prohibits the attendance of an additional person if both sides agree.

# ARTICLE XIV EFFECT OF AGREEMENT

### 14.1 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.

### 14.2 Individual Contract

Any individual contract issued by the Board to an employee shall be subject to and consistent with the terms and conditions as set in the agreement. If an individual contract is inconsistent with the agreement, the agreement shall be controlling.

### 14.3 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 law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of this agreement.

### 14.4 Management Rights

It is expressly understood and agreed that all functions, rights, powers, authority, and legal responsibilities of the Board which are not specifically limited by the express language of this agreement are retained by the Board.

The Board shall not be required to bargain over matters of inherent managerial policy which shall include such areas of discretion or policy as the functions of the employer, standards of service, its overall budget, the organizational structure and selection of new employees and direction of employees.

### 14.5 No Strike Statement

During the term of this agreement and any mutual extension thereof no employee covered by this agreement, not the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate picketing, any recognition of any picket line at the School District's premises, any strike, slowdown or other refusal to render full and

complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

- A. Any violating employee shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board.
- B. The Association shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and take every other reasonable effort to end any violations.

### 14.6 **Duration**

This Agreement shall be effective July 1, 2022 and shall remain in effect until June 30, 2024.

IN WITNESS WHEREOF:	
For the Jacksonville Support Personnel Association/IEA/NEA Maintenance and Custodial Personnel	For the Board of Education Jacksonville School District #117
Don Shull	And of Ben 1
Don Grubb, Co-President	Noel Beard, President
	Draw W. L.
Co-President	Teresa Wilson Secretary

# 2022-2023 Salary Schedule - Custodians

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# 2022-2023 Salary Schedule - Maintenance

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# 2023-2024 Salary Schedule - Custodians

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# 2023-2024 Salary Schedule - Maintenance

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3(c)		INDEX	3(E)	\$31.06	INDEX	<u> </u>	1		INDEX
2	\$30.74	1.005	2	\$31.25	1.006	<u> </u>	7	\$33.47	1.006
3	\$30.92	1.006	m	\$31.43	1.006		3	\$33.66	1.006
4	\$31.08	1.005	4	\$31.64	1.007		4	\$33.88	1.007
5	\$31.25	1.005	2	\$31.80	1.005		5	\$34.06	1.005
9	\$31.43	1.006	9	\$32.01	1.006		9	\$34.28	1.006
7	\$31.62	1.006	7	\$32.21	1.006		7	\$34.50	1.006
8	\$31.80	1.006	8	\$32.45	1.007		8	\$34.75	1.007
6	\$32.01	1.006	6	\$32.66	1.006		6	\$34.97	1.006
10	\$32.20	1.006	10	\$32.88	1.007		10	\$35.21	1.007
11	\$32.42	1.007	11	\$33.08	1.006		11	\$35.43	1.006
12	\$32.43	1.000	12	\$33.32	1.007		12	\$35.68	1.007
13	\$32.76	1.010	13	\$33.54	1.007		13	\$35.92	1.007
14	\$32.98	1.007	14	\$33.74	1.006		14	\$36.14	1.006
15	\$33.16	1.005	15	\$33.98	1.007		15	\$36.39	1.007
16	\$33.38	1.007	16	\$34.17	1.006		16	\$36.60	1.006
17	\$33.56	1.005	17	\$34.39	1.006	-	17	\$36.83	1.006
18	\$33.90	1.010	18	\$34.91	1.015		18	\$37.38	1.015
19	\$34.07	1.005	19	\$35.09	1.005	Ľ	19	\$37.58	1.005
20	\$34.27	1.006	20	\$35.33	1.007		20	\$37.84	1.007
21	\$34.48	1.006	21	\$35.58	1.007	2	21	\$38.10	1.007

### **APPENDIX B-1**

# **CUSTODIAL JOB DESCRIPTION**

It is the intent of School District #117 to provide students and staff with facilities which are safe, clean, attractive, and reflect routine upkeep. The Department of Buildings and Grounds and its custodial employees are responsible for maintaining these standards. The following information will provide a general job description and aid the custodial employee in maintaining a district wide standard of cleanliness.

### GENERAL CUSTODIAL RESPONSIBILITIES:

- 1) Dress appropriately for the work which is assigned.
- 2) Communicate and maintain positive relationships with supervisors, staff, students, the public, and co-workers.
- 3) Assume responsibility for the general security and fire safety for the facility which you are assigned to.
- 4) Become familiar with building fire alarm, security alarm, disaster, and evacuation procedures.
- 5) Immediately report safety concerns and damage to school property to the appropriate supervisory personnel.
- Become familiar with and have a working knowledge of the location of water, gas, and electrical shutoffs.
- 7) Properly dispose of trash and waste.
- Remove snow, ice or other debris from ramps, stairs and walkways which provide access and egress of District property.
- 9) Maintain District equipment and report repairs needed to supervisor.
- 10) Perform seasonal duties such as the trimming of grass, hedges and trees as directed.
- 11) Perform work in the safest manner possible.
- 12) Understand and follow verbal and written instructions.
- 13) Assist in the preparation, set, take down, and clean up for special events in the building as directed by the principal and supervisor.
- Perform cleaning tasks as outlined in cleaning schedules and/or as may be assigned by your principal or supervisor which are reasonably related to primary job functions.

### **HEAD CUSTODIAN:**

In addition to general custodial duties:

- Responsibility for assignment of duties to other custodians assigned to same facility. Employees shall report to the Head Custodian to receive duty assignments for the shift. If the Head Custodian is absent, only then should the employee report to the Building Principal, or designee, for duty assignments. Communication between the Head Custodian and the Building Principal is a necessity in regards to duty assignments and additional needs
- 2) Should have sufficient knowledge of cleaning chemicals and equipment to aid in training other custodians under his/her supervision.
- 3) Should submit orders and monitor supplies to assure that custodians have sufficient materials to complete

their work assignments.

- 4) Responsible for maintaining equipment in proper working order.
- 5) Be alert for unsafe conditions and correct .or report them immediately.

SCHOOL DISTRICT #117 Minimum Cleaning Tasks to be Performed at Each facility

FREGUENCY - TWICE DAILY	FREQUENCY - DAILY	FREQUENCY - WEEKLY
Sweep, dry mop, vacuum, pick    up paper, in high traffic areas.	<ol> <li>Clean &amp; disinfect restrooms (mirrors, towel dispensers, walls, floors, sinks, toilets, urinals &amp; stall partitions).</li> </ol>	1. Wash chalkboards.
	2. Sweep & mop floors in food service areas.	<ol><li>Treat clean mop heads for use.</li></ol>
<ol> <li>Monitor restrooms for trash, and maintain proper supply of paper products.</li> </ol>	<ol> <li>Dustmop, wetmop or vacuum all floors in classrooms, offices, halls, gyms and special use rooms.</li> </ol>	<ol> <li>Clean windows on inside of building doors and rooms.</li> </ol>
	<ol> <li>Empty all trash cans &amp; pencil sharpeners.</li> </ol>	
	5. Clean erasers & chalk gutters.	<ol> <li>General dusting (door edges, top of chalkboards, pictures, etc.)</li> </ol>
	<ol> <li>Clean windows inside &amp; out on main entrances (if needed).</li> </ol>	6. Clean baseboards (as needed).
	<ol> <li>Change burned out light bulbs, as needed.</li> </ol>	<ol> <li>Clean/dust light fixtures, as needed.</li> </ol>
	<ol> <li>Check to insure that all exit doors/ panic bars are working properly.</li> </ol>	<ol> <li>Monitor outside of building, sidewalk &amp; parking areas for trash and debris.</li> </ol>
	<ol> <li>Clean Drinking Fountains as needed.</li> </ol>	
Other tasks as assigned by principal or supervisor—need clarification	Other tasks as assigned by principal or supervisor—need clarification	Other tasks as assigned by principal or supervisor—need clarification

### APPENDIX B-2

# **MAINTENANCE JOB DESCRIPTIONS**

It is the intent of School District #117 to provide students and staff with facilities which are safe, clean, attractive, well maintained and meet the needs of the school district. The Maintenance Department and its employees are responsible for the care and maintenance of building and grounds.

### GENERAL MAINTENANCE RESPONSIBILITIES/ QUALIFICATIONS/REQUIREMENTS

- 1. Valid Driver's License.
- 2. High School Diploma or GED.
- 3. Dress appropriately for the work which is assigned.
- 4. Communicate and maintain positive relationships with supervisors, staff, students, the public and co-workers.
- 5. Maintain District Equipment.
- 6. Perform seasonal duties.
- 7. Perform work in a safe manner.
- 8. Understand and follow verbal and written instructions.
- Electrical, carpentry, plumbing, HVAC, refrigeration, equipment repair, flooring, masonry, welding, painting, paving, asbestos, pest management, weed control, and other functions as needed.

### MAINTENANCE- GRADE 2

### RESPONSIBILITIES:

Duties and responsibilities include general maintenance responsibilities.

### QUALIFICATIONS AND REQUIREMENTS

Take training test for Pesticide and Public Operator License and (if passed) willingness to maintain and utilize license.

Take training and test for Asbestos Worker License and (if passed) willingness to maintain and utilize license.

Willingness to participate in training and development programs provided by the District.

## MAINTENANCE - GRADE 1

### RESPONSIBILITIES:

Includes duties and responsibilities of Maintenance, Grade 1, but recognizes more training, skill, knowledge, and ability to solve complex maintenance functions in a number of areas.

# QUALIFICATIONS/REQUIREMENTS

- Must satisfy all requirements for Grade 2
- Must possess, maintain, and utilize:

Universal Refrigerant Type 1 and 2 transition recovery certificate

Pesticide Public Operator License

Asbestos Worker License

Pesticide Public Applicator License with right of way category

- Successfully complete a Microsoft Windows class as approved by the Superintendent or his/her designee.
- Successfully complete 2 classes or an equivalent from the following list:

ARH 101 Basic Refrigeration

BDM 106 Basic Carpentry 1

BDM 110 Basic Masonry

BDM 114 Basic Plumbing

ELM 103 Principles of Electricity

HRT 103 Turf Management

WEL 101 Basic Metal Arc and Oxyacetylene Welding

Courses must be pre-approved by the Superintendent or his/her designee prior to enrollment.

## MAINTENANCE TECHNICIAN

### RESPONSIBILITIES:

Includes duties and responsibilities of Maintenance Grade 2 and 1, but recognizes greater skill, training, and ability to solve more complex maintenance functions in a greater number of areas. Able to provide technical assistance, supervision and guidance to other maintenance staff as needed.

## QUALIFICATIONS/REQUIREMENTS:

- Must satisfy all requirements for Grade 2 and Grade 1 Maintenance
- Successfully complete a pre-approved Basic Pneumatics class.
- Successfully complete 1 class from the following list:

Air Conditioning, Refrigeration and Heating -Advanced; Construction

Occupations;

Or two of the following pre-approved Certificate of Completion:

Air Conditioning, Refrigeration and Heating

Commercial Electrical Maintenance Landscape

Design/Turf Management Welding Operator

Individuals must display competencies in District work areas as determined by Supervisor of Building and Grounds and Assistant Superintendent and/or his designee prior to being named a Maintenance Technician.

### **APPENDIX B-3**

# PROFESSIONAL DEVELOPMENT PROGRAM, COURSE REIMBURSEMENT AND APPEAL COMMITTEE PROCEDURES

In the event the Lincoln Land Community College curriculum or programs change, the District reserves the right to change course/program requirements. The Board will consult with JEA-ESP's prior to changes in employee requirements is made.

District will reimburse District 117 Custodial/Maintenance employees only for tuition costs, books and lab fees for course work at Lincoln Land Community College as follows:

25% upon enrollment-documentation required

25% upon successful completion of course-documentation required

25% One year after completion of course

25% Two years after completion of course

District will not reimburse for course work taken prior to becoming a District custodial/ maintenance employee or coursework taken prior to May 9, 2000. Should an employee resign or leave the employment of District #117 for any reason, the above payment schedule is forfeited.

The District will consider training from educational or vocational institutions other than Lincoln Land Community College; however, said employees must receive prior approval, of the District Administration, for courses taken at other institutions while a District 117 custodial/maintenance employee. Reimbursement shall not exceed amounts that would have been paid if course were taken at Lincoln Land Community College.

Persons employed as District Maintenance staff as of May 9, 2000 will be grandfathered into the classification for which they hold as of May 9, 2000, but they can only move into a higher classification by satisfying the requirements as specified above.

In the event an employee is promoted to a higher grade, they must satisfy all qualifications/requirements for that grade. In the event an employee has been promoted and the employee fails to maintain and utilize licenses and certifications required for that classification, the employee will be demoted to that classification for which the employee meets the qualifications/requirements.

- 1) The Board agrees to pay for all required license fees and renewals.
- 2) If an Employee takes a proficiency test in an area, and passes the test, the Board will accept certification of the proficiency. The Board will pay for expenses incurred in testing, if passed, on the above schedule. If Lincoln Land Community College does not offer proficiency exams, the Association and the Board will discuss the establishment of proficiency exams with Lincoln Land Community College. Proficiency exams offered by other educational/vocational institutions may be substituted for LLCC classes with prior approval of the administration.
- 3) Board will allow employees to modify their work schedule with the approval of the administration to take classes.

### APPEAL COMMITTEE

Should an individual wish to appeal the decision of the District's chief financial officer, they may do so with a written letter to the Appeals Committee within ten (10) business days of the initial denial letter.

The Appeal Committee shall be comprised of the District Superintendent and the Director of Labor Relations. This employee will have the right to present information or witnesses to this committee that the individual deems necessary.

The Appeal Committee will render its decision in writing to the employee within ten (10) business days of the appeal. This committee will either overturn the previous decision or support the denial and indicate what -steps are necessary to complete the promotion to the Maintenance Technician Level.

### **APPENDIX C**

Jacksonville School District #117

211 W. State St Jacksonville, Illinois 62650 Office: (217) 243-9411

Fax: (217) 243-6844



### **SICK LEAVE BANK AGREEMENT**

### (optional)

The Sick Leave Bank is established to provide extended leave to employees who have exhausted all accumulated benefit time. The intent is to provide extended sick leave benefits to those persons who incur a period of extended illness, injury, or hospitalization. Only those employees who donate the required days to the bank shall be eligible to apply to draw from the bank when needed.

Participation in the bank is <u>voluntary</u>. Each employee electing to participate in the bank shall contribute two (2) sick days to the sick bank <u>each year</u> until the sick leave bank reaches the minimum capacity of 600 days. In case of depletion of the sick leave bank below 200 days all employees enrolled will automatically have one (1) sick day deducted and added to the sick bank. Human Resources will notify all members of the sick bank in writing of the depletion of sick bank days and that an automatic one (1) sick day will be taken out of their personal sick days on said date that it will occur.

Membership is automatically renewed each year unless a member submits written notice of cancellation by September 15 of the school year in which cancellation is desired. A participant may cancel membership by indicating in writing directed to the attention of Human Resources.

The intent of the bank is to provide additional financial protection to those employees who incur a period of catastrophic illness, prolonged illness, serious injury, or hospitalization, as verified in writing by a physician, if requested by the Committee.

Employees receiving Workers' Compensation benefits, or benefits from any similar program

policy.)	eive donation days from the bank. (See paragraph "M" of the Sick E	3ank
l,	, have read the policy and procedures for the administra	atior
and participation in	he Sick Leave Bank (attached), and agree to abide by the decisions o	fthe
Sick Leave Bank Com	nittee. Furthermore, I authorize the District to withdraw two (2) sick le	eave
days from my curren	sick leave allotment. I understand that cancellation from the bank r	must
be in writing address	ed to Human Resources Office. Any member resigning will forfeit	days
donated and will be	ome ineligible for any future benefits through the bank, until such	time
that they reinstate t	eir membership in the Sick Leave Bank.	
Signature	Date	

RETURN THIS FORM TO THE HUMAN RESOURCES OFFICE

### **APPENDIX E**

# JACKSONVILLE EDUCATION SUPPORT PERSONNEL IEA/NEA

	Date of Grievance:	
	Statement of Grievance:	
	•	
		Signature
ate		
<b>o</b> :	Grievant Association President Immediate Supervisor	Title

### Appendix F

## ISD117 - New Staff Orientation

We are hopeful that the documents attached on this drive will help new staff members with questions that routinely come up. However, please do not hesitate to contact the o ice of human resources should you have any questions or concerns.

Below is the listing of what information is included on the drive:

- American Fidelity: these are all optional plans that employees may participate in and have payroll deductions to pay for the plans.
- Address/Name Change Form: if you ever need to change name or address
- Fitness for Duty Certification: this is a medical form for returning to work with or without medical restrictions.
- Custodian Work Calendar: shows work days/days off work
- ADA Form: this is a form you would utilize if you are requesting ADA accommodations.
- Employee FMLA Form: this is a form when you have <u>missed 5 or more days for a medical issue</u> and need to continue to be off work for a qualified medical reason.
- Family FMLA Form: this is a form you would use when you have missed 5 or more days to care for an immediate family member that has a qualified health condition.
- Skyward Employee Access: this is helpful information to show you how to login to skyward employee
  access. This area will show you check stub information, check estimator, personal information, time
  off balances, etc. Your login information for this will be given to you by your direct supervisor (hiring
  flowchart form).
- Skyward Mobile App: gives you information on how to download the app. This information is also available on our district website under Departments - Human Resources - Employee Access: True Time Tutorials.
- Spiceworks: this is used if you need assistance from our technology department.
- True Time Clocking In and Out: Gives you a how-to of how to clock in and out of the timeclock. At
  the end of the document is an employee cheat sheet for figuring time off, etc.
   You may also reach out to your building secretary for assistance as well
- True Time Submitting Timesheets: Gives you a how-to of how to submit your timesheet at the end of every week. You may also reach out to your building secretary for assistance.
- Union Contract: Please review your union contract which gives you lots of information about your working conditions, pay, leaves of absence, insurance, etc.
- Who to Contact Form: this lists staff at Central Office and who you would call for certain information
- Workplace Injury: this gives you the number to call to report if you have had a workplace injury along with a form to complete. If you are injured at work, please notify your direct supervisor immediately.

### Additional Information:

- Board policies are located on the district website at <u>www.jscl117.org</u> under Board of Education. Then click Board Policy Manual. Section 5 is Personnel which also has additional policies you may wish to familiarize yourself with.
- There are multiple forms available on what we call the private side of our website or what some may call the intranet. You can access the intranet/private side by clicking the staff tab on our website (<a href="www.jsd117.org">www.jsd117.org</a>) then click intranet. Then you hit the google button under login it should direct you straight to our forms if not, you may need to login using your email credentials.

Tami Stice, Director of Human Resources (217)243-9411 x1122; tstice@jsd117.org

If you would prefer paper format rather than the enclosed jump drive, please return the jump drive and request the documents in paper form.

Thank you!