

AGREEMENT  
BETWEEN  
DANVILLE COMMUNITY  
CONSOLIDATED SCHOOL  
DISTRICT NO. 118

AND

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,

LOCAL 399, AFL-CIO

**CUSTODIAL UNION CONTRACT**

July 1, 2015 through June 30, 2016

**ARTICLE I**  
**PURPOSE**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of July 1, 2015, by and between Danville Community Consolidated School District No. 118, Danville, Illinois, hereinafter called "District 118", and the international Union of Operating Engineers, Local 399, A.F. of L-C.I.O., hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, it is the desire of both parties to this Agreement to avoid disputes, and realizing that they have a common interest in the general welfare of the boys and girls of the public school system of District 118; and

WHEREAS, they desire to bargain collectively, with respect to wages, hours, and working conditions of custodians, maintenance personnel, maintenance technicians and warehouse personnel;

The parties stipulated and agree as follows: It being specifically understood and agreed that all provisions herein are subject to all provisions and requirements of the School Code, the statute pertaining to State employees and other statutes of the State of Illinois. It is further understood that if any provision is held or found to conflict with the law or regulations relating thereto, said provision shall not be binding upon either party hereto.

**ARTICLE II**  
**RECOGNITION**

Section 2.1 District 118 agrees to recognize the Union as the sole bargaining agent of collective bargaining for custodians, warehouse, maintenance personnel, and in-house maintenance technicians, as set forth in the job classification schedule attached hereto; during the term of this Agreement.

Section 2.2 It is agreed there shall be no discrimination by either party hereto between Union and Non-Union employees, nor shall there be more or less favorable treatment given to any employee covered by this Agreement.

Section 2.3 It is mutually agreed that District 118 reserves all rights not expressly covered or restricted by the terms of this Agreement.

Section 2.4 Any changes, additions or verbal agreements affecting the Agreement and between District 118 and the Union shall, when agreed upon in writing, be added to the existing Agreement.

Section 2.5 Provisions of this Agreement shall be exercised in conformity with all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by the statutes of the State of Illinois. The Board, however, agrees to participate in collective bargaining with the Union as long as it represents a majority of custodians, maintenance

personnel and warehouse personnel of District 118; provided that such rights and responsibilities as exercised by the Board or its representatives shall not violate the provisions of this Agreement.

Section 2.6 The fiscal year shall be from July 1<sup>st</sup> through June 30<sup>th</sup>.

Section 2.7 The term 'employee' when used hereafter in this Agreement shall refer to all employees represented by the Union in the Bargaining Unit as determined in Article II, Section 2.1.

### **ARTICLE III** **BOARD/UNION RELATIONS**

Section 3.1 All employees covered by this Agreement shall have the right to join and assist the union. Employees covered by this Agreement who are not members of the Union shall pay a fair share fee for services rendered. Fair share fee shall be certified by the Union and shall include only the cost of representation at the local level.

Section 3.2 When an employee is required to appear before the Board or any Administrator concerning any matter which could adversely affect the continuation of that employee in his/her position of employment or the salary increment pertaining thereto, the employee shall be given a minimum of twenty-four (24) hours notice of the reasons for such meetings and shall be entitled to have a representative of the Local Union present to advise him/her during such meeting.

Section 3.3 The Board agrees to send one (1) copy of the official minutes of each official meeting of the Board, which shall include agenda and business reports. Other data to be sent to the Local Union shall include the Annual Budget and the Annual Audit. These will be sent to the Spokesperson of the Local Union.

Section 3.4 District 118 shall remain vested with all management functions, including the full and exclusive control, direction, and supervision of operations and the working force.

### **ARTICLE IV** **HOURS AND WAGES**

#### **Article 4.1 Hours**

4.1.1 The Regular work week shall consist of forty (40) hours on five (5) consecutive days with the first day of the five (5) days defined as the beginning of the work week. By mutual agreement between the Union and the Director of Buildings and Grounds, the work week may be adjusted provided that it does not exceed forty (40) hours.

4.1.2 No employee shall be required to work over forty (40) hours in any five (5) day period without overtime pay and all regular shifts to be consecutive days. By mutual agreement

between the Union and the Director of Buildings and Grounds, an employee may work a forty (40) hour week in less than any five (5) consecutive days.

4.1.3 The regular work day shall begin at the starting time of any employee's regular shift and shall consist of eight (8) consecutive hours unless modified by the Director of Buildings and Grounds.

4.1.4 An employee shall be paid at time and one half his/her regular hourly rate when he/she is recalled to perform emergency work at times other than his/her regular work hours. An employee shall be paid a minimum of time and one-half for two hours of work.

4.1.5 Shifts are defined as follows:

First Shift: A majority of regular hours worked between 5:30 A.M. AND 5:30 P.M.

Second Shift: A majority of regular hours worked between 12:00 P.M. and 11:00 P.M.

Third Shift: A majority of regular hours worked between 10:00 P.M. and 8:00 A.M.

4.1.6 The Director of Buildings and Grounds, cooperatively with the Building Principal and Head Custodian shall designate the work schedule to be worked.

## Section 4.2 **Wages**

4.2.1 Basic Rate: The basic hourly wage rate shall be that set forth in the Rate Schedules attached hereto.

4.2.2 Overtime: Overtime rate shall be paid at time and one-half at the respective hourly basic rate for all overtime hours in excess of forty (40) hours worked per week. Overtime pre-approved for holidays and Sundays shall be paid at twice the respective hourly rate. If the employee's regular work shift falls on Saturday or Sunday, the two-time rate applies only to the seventh day of the employee's work week. Scheduled overtime shall be assigned on the basis of District Seniority within the employees of that work site by job classification, before extending the overtime to all employees within the District. Scheduled overtime extended to all employees shall be awarded based on seniority within the District.

Section 4.3. Payment of Wages: Employees shall be paid 26 pays per year on the date established by the payroll department. Effective July 1, 1997, new hires will advance incrementally on the salary schedule after he/she completes a full fiscal year of employment. Employees assigned to a position after September 30<sup>th</sup> will not be credited a full year of employment. Employees hired before September 30<sup>th</sup> of that fiscal year will receive credit for a full year of employment.

Section 4.4 In the event a Head Custodian is absent more than thirty (30) days, on the thirty-first (31) day the employee who is filling in will receive either the Head Custodian pay rate or keep his current rate, whichever is greater.

**ARTICLE V**  
**HOLIDAYS AND PAID VACATIONS**

Section 5.1 Holidays for employees shall be defined by the District calendar as posted for each year of the Agreement excluding breaks (Holiday Break, Spring Break, Semester Break, Workshop days, etc.) provided those days fall on an employee's regularly scheduled work day. If the July 4<sup>th</sup>, Independence Day holiday falls on a Saturday or Sunday, then the employees (as a unit) will receive either the day before or the day after the July 4<sup>th</sup> holiday as a holiday. The Superintendent of Schools or his/her designee in cooperation with the Union Steward(s) will determine which day (the day before or the day after the 4<sup>th</sup> of July) will be used if the July 4<sup>th</sup> holiday falls on a Saturday or Sunday. In addition to the holidays posted on the District Calendar, employees will receive as a unit the day before or the day after Christmas as a holiday and the day after Thanksgiving as a holiday. In addition to these holidays the employees shall receive 1 (one) floating holiday to be taken in the fiscal year.

5.1.1 If an observed holiday as defined in Article V, Section 5.1 falls on a regularly scheduled work day for an employee, he/she shall have the day off as a holiday with his/her regular rate of pay. No one will be required to work on Easter Sunday; however, if an employee does not work on Easter Sunday, he/she will not be paid.

5.1.2 If any of these holidays fall on a day that is not an employee's regularly scheduled work day, he or she shall be designated an alternate day off for the holiday.

5.1.3 The legal holidays shall be counted in figuring overtime, if the holidays fall on the employee's regular scheduled work day.

The holidays for the 2015 – 2016 contract year are as follows:

July 3, 2015	Friday	Day before Independence Day
September 7, 2015	Monday	Labor Day
October 12, 2015	Monday	Columbus Day
November 26, 2015	Thursday	Day Thanksgiving Day
November 27, 2015	Friday	Day after Thanksgiving Day
December 24, 2015	Thursday	Christmas Eve
December 25, 2015	Friday	Christmas Day
January 1, 2016	Friday	New Year's Day
January 18, 2016	Monday	Martin Luther King, Jr Day
February 15, 2016	Monday	Presidents' Day
March 25, 2016	Friday	Good Friday
May 30, 2016	Monday	Memorial Day

## Section 5.2 Paid Vacation

5.2.1 Full time employees with 12 months continuous employment before July 1<sup>st</sup> shall receive one (1) week vacation at their basic rate of pay.

5.2.2 Full time employees who have accrued thirty (30) months of continuous service before July 1<sup>st</sup> shall receive two (2) weeks vacation at their basic rate of pay.

5.2.3 Full time employees who have accrued nine (9) continuous years of service before July 1<sup>st</sup> shall receive three (3) weeks vacation at their basic rate of pay.

5.2.4 Employees with fifteen (15) years of continuous service before July 1<sup>st</sup> shall receive four (4) weeks of vacation at their basic rate of pay.

5.2.5 Vacation leave for beginning or re-called employees with less than one year of service shall be the percentage of five (5) days equal to the percentage of year worked. The work year begins July 1<sup>st</sup> and ends June 30<sup>th</sup>.

5.2.5.1 Half time employees shall receive one-half (1/2) accrued vacation time.

5.2.6 All vacations shall be scheduled with and approved by the Director of Buildings and Grounds. Accrued service months shall be from July 1<sup>st</sup> to June 30<sup>th</sup>. Employees with at least three (3) weeks or more of earned vacation may be paid for unused vacation time if approved by the Director of Buildings and Grounds. Requests for paid unused vacation days must be received by May 1<sup>st</sup> in the Office of Buildings and Grounds for payment in the following fiscal year. The pay shall be at the regular daily rate paid for authorized work in the District during the earned unused vacation time. When accumulated vacation and sick leave days have been exhausted, vacation days cannot be borrowed against the next year. Lost time will be docked at hourly rate.

1. Employees requesting a single vacation day, excluding days for the vacation calendar, must give two (2) days prior written notice to the Head Custodian and the Director of Buildings & Grounds, in order for the request to be considered. The Head Custodian will inform the principal of the employee's vacation requests in a timely manner. The written notice must be received in the Office of Buildings and Grounds two (2) working days before the vacation day is taken.
2. Employees requesting more than a single vacation day, excluding days for the vacation calendar, must give four (4) days prior written notice to the Head Custodian and the Director of Buildings & Grounds, in order for the request to be considered. The Head Custodian will inform the principal of the employee's vacation requests in a timely manner. The written notice must be received in the Office of Buildings and Grounds four (4) days before the vacation days are taken.
3. A vacation calendar will be posted no later than May 1<sup>st</sup> of each year in each building.

4. Employees' requests for vacation must be submitted to the Director of Buildings and Grounds no later than May 15<sup>th</sup> preceding the start of the new fiscal year.
5. Vacations shall be subject to the approval of the Director of Buildings and Grounds and returned in writing to the employee.

5.2.7 All employees are required to give two (2) weeks notice of voluntary employment separation in order to be paid for a prorated vacation.

5.2.8 Beginning July 1, 2000, all employees may retain up to a maximum of ten (10) unused vacation days. The retained/unused vacation days will be paid at the employee's base rate (base rate on the salary schedule the year of use). Other than the maximum of ten (10) (total) unused vacation days, all employees must use their vacation time during the fiscal year awarded. All unused (other than the total maximum of ten (10) retained/unused vacation days) vacation time shall be forfeited. Accumulated earned vacation days prior to July 1, 1997, will be retained by the employee and use becomes subject to the appropriate terms and conditions of this contract.

## **ARTICLE VI**

### **INSURANCE AND IMRF**

Section 6.1 The Board shall provide health insurance and term life insurance as set forth in Board Policy. In the event the Board proposes to provide health insurance benefits that are not comparable to the health insurance currently being provided, the Union shall have an opportunity to meet and confer with the Board Representative concerning the change in health insurance benefits.

For the term of this Agreement, the following modifications will be in force:

- A. All qualified employees under this Agreement shall have health insurance and term life insurance. The employee may elect the HMO during the standard and customary election period as established by the Board under the HMO.
- B. Dependent coverage shall be as follows for qualified employees:
  - a. The employees shall pay \$300.00 for dependent coverage regardless of the number of dependents.
- C. Qualified employees shall pay a co-pay as follows.
  - a. HMO
    - i. Primary - \$20
    - ii. Specialist - \$30
- D. The deductibles are as follows in each of the following categories:
  - a. In network: HMO – Single – \$360

- b. In network: HMO - Family – \$960
- c. Max Out of Pocket; HMO – Single - \$3,000
- d. Max Out of Pocket: HMO – Family - \$6,000  
(Combined medical and pharmacy expenses, including deductibles, co-insurance, and co-payments)

E All employees will pay an employee insurance premium per month, throughout the three year agreement. The monthly payment will be as follows per year:

Fiscal Year 2015-2016 \$12.00/month

(Note: “Term of this Agreement” means that these insurance benefits end on June 30, 2015)

Section 6.2 The board shall pay the group optical insurance premium for each employee not to exceed \$70 per year per employee.

Section 6.3 The board shall provide Health Insurance and Medicare Supplement Insurance for each employee, as set forth in the insurance policy. At the time of Board approved retirement, the retired employee shall be allowed to pay the total cost of life and health insurance premiums to the District and remain in the group. The retired employee is responsible for keeping premium payments current.

Section 6.4 Term Life Insurance

- a. The Board shall provide term life insurance for each employee in the amount of \$25,000 until retirement. The premium will be paid by the Board. The Board shall provide optional group life and group accidental death and dismemberment (AD&D) insurance in the amount of \$15,000 as provided by the Board and shall be available under the terms and conditions of such plan at the employee’s option and expense. Seventy-five percent (75%) participation is required. Payment for such optional insurance shall be made through payment deduction.

Section 6.5 IMRF

The Board of Education agrees to pay the employee’s portion of the IMRF.

**Retirement Benefit** – Payment for Unused Sick Days and Years of Service. See “MOU”

## **ARTICLE VI** **JURY DUTY**

Section 7.1 An employee serving on a jury, or called for jury duty during his/her regular work day, shall receive his/her regular pay and sign over any jury pay to District 118. The employee will be given the option to be reimbursed for travel pay.



## **ARTICLE VIII**

### **SENIORITY**

Section 8.1 The Board shall maintain a seniority list for all employees. Copies are available to employees and the Union upon request.

Section 8.2 Seniority shall begin as of the date of Board Approval for employment. For employees hired prior to July 1, 1997, the following shall apply: If more than one employee is hired on a particular date, then seniority for those employees will be determined by the order in which the names of the employees appear as presented to the Board for approval. For employees hired after July 1, 1997, employees shall be listed for Board hire by start date.

Section 8.3 Seniority shall apply for choice of vacation, layoff, and recall. Seniority and qualifications as determined by management shall be the determining factors in filling a job opening.

Section 8.4 An employee may apply or bid for job vacancies provided that the employee has the ability to perform the job. If no employee is deemed qualified to perform the work, the job shall be posted and all applicants considered. An employee may request the reason for not being selected in writing.

Section 8.5 If a position is abolished or eliminated, the seniority of the displaced employee shall prevail in rights to another job within the same job classification of employment, provided the displaced employee has the ability and qualifications as determined by management to perform the duties of that job. An evaluation of the employee by the immediate supervisor shall be completed within the first thirty (30) working days after the employee is in the newly bumped job.

Section 8.6 An employee shall lose seniority:

1. when terminated from employment
2. voluntarily servers employment
3. lay-off status extends beyond nine 180 working days. If re-instated within that period, said employee retains all seniority and sick leave.

## **ARTICLE IX** **JOB POSTING**

Section 9.1 All job vacancies shall be posted for a minimum of five (5) working days. The Board may temporarily fill the job during the time an employee may bid on the job.

A permanent employee shall be selected to fill the job within fifteen (15) working days of the job posting, with the approval of the Director of Buildings and Grounds and the Director of Human Resources. However, appointment to the position will not be official until approval by a majority of the Board at the next regularly scheduled Board meeting. New hires will be placed on thirty (30) working days probation prior to being Board hired.

Section 9.2 The successful bidder shall be on probation for thirty (30) working days, provided the placement is a promotion. If he/she does not qualify within that time, he/she shall be returned to his/her former job with the approval of the Director of Buildings and Grounds.

Section 9.3 An employee who receives a job, after bidding, must remain in the new job assignment for at least sixty (60) working days unless he or she is bidding for a higher paying job.

## **ARTICLE X** **GRIEVANCE PROCEDURE**

Section 10.1 A grievance is a difference of opinion as to the meaning and application of the provisions of this Agreement.

10.1.1 The Grievance document shall consist of four pages. The employee shall retain one copy. The original and two copies shall be submitted to the immediate supervisor. The immediate supervisor shall make his/her written answer on the form and submit a copy of his/her answer to the Grievant and to the Union within five (5) working days after receipt of the written Grievance. The Supervisor shall retain the original.

10.1.2 It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or employee organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities.

### Section 10.2 Grievance Procedure

10.2.1 The employee shall orally present his/her grievance to his/her immediate supervisor within five (5) working days after the occurrence. (If the employee reports directly to the Director of Buildings and Grounds, the grievance shall begin at 10.2.3)

10.2.2 Failing satisfactory settlement in 10.2.1, the employee shall reduce the grievance to writing in four (4) copies, and submit it to his/her immediate supervisor within five (5) working days after the verbal decision rendered by the immediate supervisor. The immediate

supervisor shall give a written answer within three (3) of his/her working days by returning one copy of the grievance to the employee with his/her answer.

10.2.3 If the answer is not satisfactory, the employee shall appeal the grievance in writing to the Director of Buildings and Grounds within three (3) working days of receipt of the written answer. The Director of Building and Grounds, the immediate supervisor, if any, the employee and Union representative, if desired by the employee, shall discuss the grievance. The Director of Buildings and Grounds shall give the employee his/her written answer within five (5) working days.

10.2.4 If the employee is not satisfied with the answer in 10.2.3, he/she may appeal the grievance to the Superintendent within three (3) working days of receipt of the written response. The Superintendent shall call a meeting within five (5) working days with the employee, his Union representative, if desired, and any school representative desired by the Superintendent. The written answer of the Superintendent shall be given the employee within five (5) working days of the meeting.

10.2.5 If the employee is not satisfied with the answer of the Superintendent, he/she may request in writing, a hearing with the Board of Education within five (5) working days of receipt of the Superintendent's answer. The written answer of the Board shall be given to the employee within five (5) working days after the Board meeting.

10.2.6 If the grievance is not satisfied with the disposition of the grievance in 10.2.5, or time limits expire without issuance of the written reply, the Union may submit the grievance to binding arbitration through the Federal Mediation and Conciliation Service by giving written notice of such an appeal within ten (10) working days after receipt of the answer in 10.2.5 or expiration of the time limit for the answer in 10.2.5.

Such arbitration shall be under and in conformance with the rules of the Federal Mediation and Conciliation Service.

The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Board and Union representatives. The arbitrator shall submit his/her decision and remedy in writing according to the rules of the Federal Mediation and Conciliation Service. The fees and expenses of the arbitrator shall be divided equally between the Board and the Union. Each party shall be responsible for compensating its own representatives/witnesses.

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement, but the arbitrator shall have the right to award remedies that are appropriate and just.
- b. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provision of this Agreement based on the specific issue(s) submitted to the arbitrator by the parties in writing. The arbitrator shall have no authority to make a decision on any issue not submitted or raised.

10.2.7 It is agreed that no reprisals shall be taken by the Board or the Administration against any employee due to their participation in a grievance.

## **ARTICLE XI DEDUCTION OF DUES**

Section 11.1 It is agreed that the Union dues or Fair Share fees will continue to be deducted on the basis of written authorization of each individual employee. The Union agrees to hold District 118 harmless from any claim or damage arising from said deduction.

## **ARTICLE XII STRIKES AND WORK STOPPAGE**

Section 12.1 Employees covered by this agreement shall not engage in a strike or work stoppage unless all provisions outlined in the Illinois Labor Relations Act have been met.

Section 12.2 The Employer will not lock out any employees covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

## **ARTICLE XIII LEAVES AND ATTENDANCE**

Section 13.1 Death Leave – Each employee shall be entitled to death leave during the year as follows:

13.1.1. Death within the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians), or in the household, three (3) days death leave and an addition two (2) days, if necessary, such additional days charged to sick leave.

If abuse is suspected, the Director of Buildings and Grounds may request verification of attendance and relationship.

13.1.2 Death of near relative or relative by marriage (aunt, uncle, nephew, first cousin), one (1) day at full pay and an additional two (2) days charged to sick leave. If abuse is suspected, the Director of Buildings and Grounds may request verification of attendance and relationship.

Section 13.2 Sick Leave

13.2.1 All employees hired prior to July 1, 1987, shall accrue fourteen (14) days of sick leave and two (2) Personal Business Leave days. All new employees hired after July 1, 1987, shall accrue up to thirteen (13) days of sick leave and two (2) Personal Business leave days per year, or prorated on the basis of one (1) day per month worked with pay at the basic rate. If during the school year, any employee does not use the full amount of annual sick leave or

personal business leave thus allowed, the unused amount shall accumulate indefinitely. Employees may use a maximum of ninety (90) accumulated sick leave in one year without loss of pay, including leaves of the current year.

13.2.2 Sick leave shall be interpreted to mean personal illness, treatment, diagnostic services, quarantine at home and absence for armed forces physical examination. Sick leave shall also be interpreted for all current full time employees as serious illness in the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, and legal guardians) or in the household.

13.2.3 The School Board or its agent may require a physician's certificate or if treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for paying during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

13.2.4 Except for emergency, the Head Custodian must notify the Custodial Supervisor or Director of Buildings and Grounds by 6:30 A.M. the day of his absence in order to qualify for pay. A second shift employee from within the work site of the absent Head Custodians may assume the duties of the Head Custodian to replace him/her. The Head Custodian shall contact the second shift employees by order of seniority. In the event that no second shift employee desires to assume the duties of the Head Custodian, then the District may fill the vacancy either by the use of a substitute or with an employee from the seniority list. The Head Custodian shall inform the covering employee or the Buildings and Grounds Office of his/her intent to return to work.

Except for emergency, the second shift employee must notify the office of Director of Buildings and Grounds by 10:00 A.M. the day of his/her absence in order to qualify for pay. Except for emergency, the third shift employee must notify the Director of Buildings and Grounds by 4:00 P.M. the day of his/her absence in order to qualify for pay.

13.2.5 Paid sick days will count toward the 40-hour work week.

13.2.6 An employee not returning at the beginning of the shift following approved leave, or absent for any other reason except for emergencies, shall be docked for the missed time not approved.

13.2.7 An employee on leave shall report to the Buildings and Grounds office by 9:00 A.M. his/her intent to work on the day of return in order to qualify for pay.

13.2.8 The Board and Union agree that two (2) days of the sick leave days may be used for business leave for the purpose of business which cannot be performed other than during regular working hours. Business leave is determined as business other than recreation, pleasure, and vacation.

Written notice must be submitted five (5) working days prior to the business leave day requested to the Building Principal and Director of Buildings and Grounds. In case of emergency, advanced written notice may be waived. Business leave may not be used the day before or after a holiday or vacation day, except with prior administrative approval.

13.2.9 An employee who is temporarily disabled and has exhausted all his/her accumulated sick leave, FMLA leave and vacation leave, shall be granted an unpaid, temporary disability leave from the day the employee exhausts all such leave until the 90<sup>th</sup> consecutive calendar day of absence (or if the employee is intermittently absent, or the 90<sup>th</sup> day in any 120 calendar day period) for the same or a related illness, disability injury or other incapacity. At the exhaustion of this unpaid temporary disability leave the employee shall be considered permanently disabled.

An employee on temporary disability leave returning to work after his/her position has been temporarily filled will bump back into his/her position (shift) at his/her level of seniority. However, if in its discretion the Board decides to permanently fill the position due to the needs of the District, the employee on temporary disability leave will return to replace the employee in the unit who has the least seniority, provided the wage is the same or better. After an employee is considered permanently disabled, his/her position may be filled on a permanent basis through the job bidding process.

#### **ARTICLE XIV INSERVICE-TRAINING**

Section 14.1 For the employee's own professional growth and for the advancement and improvement of the school district, it is imperative that all employees participate, at various time, in serving on committees, councils, and seminars that study, design and present guidelines, plan programs and innovations for the improvement of the custodial and maintenance services in District 118.

#### **ARTICLE XV SCHOOL CLOSING DUE TO INCLEMENT WEATHER**

Section 15.1 In the event that school is closed due to inclement weather, all custodial, warehouse, and maintenance employees shall report to their respective work sites. Work shifts may be adjusted provided the adjustment has been authorized by the Building Principal or Director of Buildings and Grounds.

Section 15.2 Work assignments may be altered to assist with the clearing of snow. Such adjustments to work assignments will be made by the Building Principal or Director of Buildings & Grounds. If administrative staff is unavailable then the Head Custodian shall have the responsibility of organizing the custodial/maintenance staff to clear the snow.

Section 15.3 Employees who are unable to report to work shall use an earned vacation day or a personal leave day, provided the employee has such day remaining. In the event that the employee does not have any remaining earned vacation time or personal business leave time, the employee shall be docked for the missed day.

Section 15.4 In order to qualify for the use of a vacation day or personal leave day for missed work due to inclement weather, the employee must contact the Office Buildings and Grounds prior to 10:30 A.M. on the day of closing.

Section 15.5 Maintenance, warehouse, and custodial employees who work on a declared "snow day" shall be paid for the day and be credited one (1) vacation day, not to exceed three (3) days per year.

**ARTICLE XVI**  
**EMPLOYEE PURCHASE PROGRAM**

Article 16.1 Employees may participate in the District's "Employee Laptop Purchase Program". The Buildings & Grounds Office will collect completed employee promissory notes and submit them to the Business Office along with other relevant documents.

**ARTICLE XVII**  
**EFFECT AND DURATION OF AGREEMENT**

Section 17.1 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Parties in a Written Amendment executed according to the Provisions of the Agreement.

Section 17.2 Should any Article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining Articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted Articles, section or clause.

Section 17.3 This Agreement shall be in full force and effect from the date of its execution and shall continue until midnight, June 30, 2016, June 30 thereafter, unless either party gives written notice of desire to modify or terminate within ninety (90) days prior to June 30, 2016, or June 30 thereafter.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement this \_\_\_\_\_ day of August 26, 2015.

DANVILLE COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT #118  
DANVILLE, IL

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 399 – CHICAGO, IL

By: \_\_\_\_\_

\_\_\_\_\_

President

Business Manager & President

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Business Representative