

An Agreement
Between
The Board of Education
Lemont Township High School District 210
Cook and Du Page Counties, Illinois
AND
SEIU Local 1
Firemen and Oiler's Division
July 1, 2015 – June 30, 2019

Table of Contents

Article I – Intent and Purpose	3
Article II – Recognition	3
Article III – Savings Clause.....	4
Article IV – Non-discrimination.....	4
Article V – Job Descriptions.....	5
Maintenance Engineer:	5
Night Lead Custodian:	5
Maintenance Helper - General:	5
Maintenance Helper – Groundskeeper:	6
Custodian I:	6
Article VI – Classifications – Wage Rates	6
Article VII – Work Schedule	7
Article VIII – Overtime	8
Article IX – Grievance Arbitration	9
Step I.....	9
Step II.....	9
Step III	9
Step IV	10
Article X – Medical Benefits - Insurance	11
Article XI – Leave of Absence – Other Absences- Leave of Absence without Pay	11
Leave of Absence with Pay – Medical	12
Leave of Absence with Pay – Personal Business.....	13
Article XII – Vacations.....	13
Article XIII – Holidays	15
Article XIV – Uniforms – Safety.....	16
Article XV – Retirement.....	17
Article XVI – In-service	18
Article XVII – Payroll Deduction.....	18
Article XVIII – Probation – Termination – Layoff	19
Article XIX – Promotion – Transfer.....	20
Article XX – Personnel File.....	20
Article XXI – Duration of Agreement	21

This Contractual Agreement is entered into this 1st day of July, 2015 by and between the Board of Education of Lemont Township High School District 210 in the State of Illinois, hereinafter referred to as the "Board" or the "School District" or the "Administration" and the SEIU Local 1, Firemen and Oilers Division, hereinafter referred to as the "Union" and the parties agree as follows:

Article I – Intent and Purpose

The Board and the Union recognize that the Union represents maintenance and custodial employees and that both parties have as their primary interest the safety and welfare of students and the maintenance of the physical plant which interests go beyond salary and policy agreement and terms and conditions of employment.

The Board and the Union recognize that the Board shall retain whatever rights are necessary for it to effectively carry out its responsibilities delegated to it by the laws of the State of Illinois. The Board shall have the right to discipline or discharge its employees for just cause. Disciplinary action shall be progressive. The exercise of said rights shall be consistent with the terms of this agreement.

It is the intention of this agreement to provide an effective and continuing means of communicating between the staff represented by the Union and the Board as well as to provide for the salary structure, fringe benefits and employment conditions of the maintenance and custodial staff.

Nothing shall be added to or subtracted from this agreement except as it shall be specifically agreed to by the Board and the Union.

Article II – Recognition

The Board recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, fringe benefits, and other conditions of employment for all maintenance and custodial personnel as listed in Article VI or for any successor articles added thereto. The Board also agrees that all work traditionally performed by the maintenance and custodial staff continues to be performed by them and any new work which shall develop, which is of a related nature, shall be assigned within the bargaining unit. When necessary, specialized professional help, volunteers, or related school staff may be given authorization to perform specific tasks.

No other group or organization or representative thereof shall be recognized or permitted to engage in behalf of any bargaining unit employee in any matter covered under this agreement.

However, the above provisions shall not preclude the right of an individual to represent grievances on his or her behalf or to submit suggestions as an individual or to prevent groups or organizations from making presentations at hearings prescribed by statute.

Article III – Savings Clause

If any provision of this Agreement is found to be illegal by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken with the time prescribed for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such cases all other provisions of this Agreement shall remain in effect. In such an event or due to legislative requirements, the parties agree to re-open the contract for the limited and express purpose only of addressing any findings by a court or legislative action as to any section of this Agreement.

Nothing contained in this Agreement shall be construed to deny to any bargaining unit member or the Board the right to resort to legal proceedings. No decision on or adjustment of a grievance shall be contrary to any provision in the Agreement.

Board retains the right to retain temporary or other short term employees as needed for medical reasons, Christmas vacation, spring vacation, summer vacation (defined as from May 1 to September 30) and to reduce the burden of short term staffing issues. Such employees are not considered members of the Union. When there is a permanent vacant position (no employee on disability or any other leave that is to be filled), it must be posted and filled within sixty (60) days, with a grace period of fifteen (15) days. To be covered by this agreement a custodian, maintenance helper, or maintenance engineer must be employed in a permanent position for a minimum of twenty-four (24) hours per week.

Article IV – Non-discrimination

In accordance with the laws of the United States and the State of Illinois and the established policies and practices of the Board and the Union there shall be no discrimination against any bargaining unit member on the basis of race, creed, color, age, gender, sexual orientation, religion, national origin, marital status, membership or participation in or association with the activities of the Union.

Article V – Job Descriptions

The following are Job descriptions for each of the positions now covered by this Agreement.

Maintenance Engineer:

This classification requires personnel specially suited and qualified to provide the necessary, repair, operation, and preventative maintenance of heating, cooling, ventilation, and utility systems and such automotive and hand operated equipment as is placed in the care of the maintenance section. When necessary, these employees may be assigned other duties within or below their classification without reduction in pay rate.

Night Lead Custodian:

This non-supervisory classification, in addition to the normal custodial duties, shall be responsible for the coordination of the activities of the night crew as directed by the Director of Buildings and Grounds and shall be responsible for the needs of the extra-curricular and co-curricular activities of the school.

In addition to the Custodial I duties, any person employed in the position of night lead custodian shall not have the authority to hire or fire or evaluate any employee, but rather shall provide information to the Director of Buildings and Grounds regarding the job performance of other employees. Further, the night lead custodian shall be allowed to give work instructions to and coordinate the activities of the night crew as directed by the Director of Buildings and Grounds. The night lead custodian shall also be responsible for the needs of the extracurricular and co-curricular activities of the school. The night lead custodian shall be responsible for the lock up of the building at the end of the shift and shall be aware of the needs of the physical plant and shall make those needs known to the proper supervisory personnel, and in this capacity this individual shall be held to the same uniform application of the work rules as all other employees. When necessary, these employees may be assigned to other duties within or below their classification without a reduction in pay rate.

Maintenance Helper - General:

This classification requires personnel specially suited to assisting in the repair, operation, and maintenance of mechanical equipment and when not assigned to mechanical work shall be able to perform custodial and housekeeping duties. When necessary, these employees may be assigned other duties within or below their classification without reduction in pay rate.

Maintenance Helper – Groundskeeper:

This classification requires personnel specially suited and certificated for all aspects of grounds keeping for the district, and when not assigned to such duties, shall be able to perform custodial and housekeeping duties. When necessary, these employees may be assigned other duties within or below their classification without reduction in pay rate.

Custodian I:

This classification requires personnel who are able to perform custodial and housekeeping duties (inside and outside of buildings) as directed by the supervisor. When necessary as part of housekeeping, custodians will repair, tighten, adjust, and replace basic building furnishings when time permits. The Director of Buildings and Grounds will post a current map of each custodian's area of responsibility in the time clock room and each "J" room or custodial closet.

Any member assigned to perform duties of a higher paid classification shall be paid the higher classification pay rate for all hours worked in the higher classification.

Article VI – Classifications – Wage Rates

The rate of pay per hour effective July 1, 2015, shall be as follows:

	7/1/15- 6/30/16	7/1/16- 6/30/17	7/1/17- 6/30/18	7/1/18- 6/30/19
M. Engineer	\$34.20	\$34.78	\$35.37	\$35.97
M. Helper	\$29.77	\$30.27	\$30.78	\$31.30
Groundskeeper	\$29.77	\$30.27	\$30.78	\$31.30
Lead Night Cust.	\$29.77	\$30.27	\$30.78	\$31.30
Custodian	\$26.78	\$27.23	\$27.69	\$28.16

Note: New employees are paid 90% of the rate of their respective wage for the first six months of employment. Adjustment to the full wage will take place to the day of the sixth month, regardless of where that date falls in the pay period.

Article VII – Work Schedule

Eight (8) consecutive hours of work shall constitute a normal day's work exclusive of a thirty (30) minute meal period which shall not be considered part of the work day. Forty (40) hours of work in five (5) consecutive days of eight (8) hours shall constitute a normal week's work. Exception to the normal work week is permitted by mutual agreement between the Union and the Administration. The employer guarantees forty (40) hours of work each week to all full-time employees.

Employees who work in excess of eight (8) consecutive hours in one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one half (1.5) the employee's hourly shift rate for such excess work.

All Bargaining Unit members generally work Monday through Friday, unless they mutually agree to a different schedule. In addition, any new employees may be assigned an alternative schedule such as a Tuesday through Saturday schedule. Work after 40 hours will be paid at time and one half (1.5) of the employee's normal rate of pay. All overtime on the seventh day will be paid at time and one half (1.5) the employee's normal rate of pay.

The work week shall begin on Monday at 12:01 a.m. and shall end on the following Sunday at 12:00 a.m., midnight. The normal forty (40) hour work week for all employees shall fall within this period.

No employee's shift or weekly schedule will be changed or split to avoid the payment of overtime. One (1) fifteen (15) minute rest period will be permitted at approximately the midpoint of each four (4) hour work period, one (1) prior to and one (1) following the meal break.

No employee shall be required to work an event which has not been previously scheduled unless the circumstances requiring the overtime work are unforeseen or are by their nature emergencies.

In the event the administration deems it necessary to change a shift schedule on a permanent or long-term basis, notice will be given to the employees affected by such changes as far in advance as possible, but in no event shall such notice be less than fourteen (14) calendar days. In the event such change provides a choice of schedule, employees shall be given preference on a seniority basis. When employees are assigned overtime duties primarily as a result of a specific event, every effort will be made to assign other duties in the general area of the specific assignment. When such location assignment of duties is not possible, the employee will ensure radio communication is established with the event's sponsor.

Employees called back to work for an emergency after completing their regular work shall be guaranteed a minimum of one hour for such call back at their

current rate of pay. In addition, employees responding to a call back will be reimbursed for mileage to Lemont High School and returning home according to the IRS rate in effect at the time. Mileage will be calculated using MapQuest. Employees are not required to perform duties beyond the reason for the call back.

Employees shall not normally be required to work over sixteen (16) consecutive hours (per day) and shall be allowed a rest period of a similar length.

The Director of Buildings and Grounds and other supervisory personnel will not perform bargaining unit duties and will limit their duties to those of supervision except that they may perform such duties exclusively during instances of instruction, demonstration of new methods or equipment, or when necessary to protect school property from immediate harm or destruction defined as emergencies outside the control of those supervisors or if all bargaining unit members are not available after being contacted.

Article VIII – Overtime

The amount of, need for and scheduling of all overtime will be the decision of the Administration through the Director of Buildings and Grounds and will be done in writing, but when the situation warrants, two or more people will be assigned. No employee's regularly scheduled shift assignment shall be changed to avoid the payment of overtime.

Overtime assignments in excess of five (5) hours may result in the employee taking a lunch period if they desire. If an employee chooses to take a lunch, the employee must indicate time taken.

Employees on medical restriction are not eligible for overtime.

Overtime will be distributed among the members of the Bargaining Unit by seniority rotation with a list of overtime hours worked by and offered to each employee kept current and posted near the time clock. This record will be refreshed each July with all hours zeroed out. Probationary employees are eligible for inclusion into the distribution of overtime after three months of employment or during emergency situations.

Employees with the least amount of overtime hours worked will work the first overtime opportunity. If a member scheduled to work the next overtime opportunity cannot, the member with the next lowest number of overtime hours may be substituted. If no one can substitute, the original employee assigned the overtime is responsible for the overtime hours. On weekends where there are multiple shifts or events, members may trade shifts or events at will by mutual agreement. The Director of Buildings and Grounds must be notified of any changes by Friday via email.

The Custodial staff must cover the hours between 8:00 a.m. and 4:30 p.m. on Saturday. Early starts and late arrivals are required at times. The Saturdays that must be covered begin with the Saturday following the first day of school and end with the Saturday following the last day of school. These Saturday overtime hours will be kept on a list separate from other overtime hours and will be posted by seniority. These Saturday overtime hours will be assigned to volunteers. If no one volunteers, the least senior employee who has worked the least number of Saturday overtime hours will work.

Article IX – Grievance Arbitration

In the event a dispute should arise which involves a matter covered under this Agreement, a sincere effort should be made to resolve the dispute on an informal basis prior to the dispute being formalized as a grievance. If the employee desires, a representative from the union may be present in this discussion.

A grievance is a complaint involving a work situation or a complaint that there has been a deviation from, misinterpretation, or misapplication of any provisions of this Agreement.

Step I

Any employee who believes he/she has a grievance shall present it in writing to the Director of Buildings and Grounds, or the Union representative may present the grievance on his/her behalf. Any such grievance shall be presented within ten (10) working days after the occurrence of the event giving rise to the grievance. The Director of Buildings and Grounds shall answer the grievance in writing not later than seven (7) calendar days after the receipt of the grievance and a copy of the answer shall be forwarded to the Union.

Step II

If the grievance is not settled satisfactorily at the Director of Buildings and Grounds level, a written appeal of the decision shall be submitted to the Principal by the grievant or the Union within seven (7) calendar days following the receipt of the Director of Buildings and Grounds' decision. The Principal shall call a meeting for the purpose of settling the grievance within ten (10) calendar days. The Principal and the Union representative will advise each other of those individuals they expect to have present at the meeting. The Principal shall provide a written answer to the grievant and the Union within ten (10) working days.

Step III

If the grievance is not settled satisfactorily at the Principal's level, a written appeal shall be submitted to the Superintendent by the grievant or the Union

within ten (10) working days of the receipt of the Principal's answer. A meeting shall be conducted within ten (10) calendar days to resolve the grievance. Upon request of either party, those present at the meeting held at the Principal's level shall be invited to this meeting. If the grievance is not settled at this meeting, the Superintendent shall give an answer in writing to the grievant and the Union within ten (10) working days or within five (5) working days following the next regular Board of Education meeting, whichever the Superintendent shall deem appropriate.

Step IV

If the grievance is not settled satisfactorily at the Superintendent's level, the Union only may appeal in writing to the Superintendent within fourteen (14) calendar days following the receipt of the Superintendent's written answer requesting that an impartial arbitrator be produced to settle the grievance. If no agreement can be reached, the parties will submit a joint request to the Federal Mediation and Conciliation Service for a list of not less than seven (7) names of persons qualified to act as an arbitrator. The parties shall alternately strike names from the list until one (1) name remains who shall be the parties' choice to serve as arbitrator. A coin toss shall determine who shall strike the first name.

The scope and authority of the arbitrator shall be limited to a decision of the grievance presented as provided in this agreement and the arbitrator shall have no jurisdiction or authority to add, subtract from, modify, alter, or amend, any of the provisions of this Agreement. The decision of the arbitrator shall be in accordance with and limited to the specific terms of this Agreement and shall be final and binding on the Board, the Union and the grievant.

The arbitrator shall conduct a hearing on the matter presented within thirty (30) calendar days of his/her appointment within a five (5) day notice to the parties of the time and place of the hearing. The arbitrator's decision shall be rendered within thirty (30) calendar days after the completion of the hearing or submission of briefs, if the parties so elect. The cost of the arbitrator (excluding attorneys for the respective parties) shall be paid by the parties on an equal basis. A grievance must be filed and appealed within the time limit set for the above or it shall be considered waived, if not appealed in time or settled on the basis of the last answer given, if not appealed in time.

It is understood with the written agreement of both parties, the time limit specified in the Grievance procedure and the Arbitration procedure may be extended or waived.

During the terms of this Agreement:

1. The Union will not conduct any work stoppage or concerted action of strike, slowdown, informational picketing, or impose duty or obligation

- upon any member to conduct, assist, or participate in a strike or any of the above named activities.
2. The employer will not lock out any portion of its employees.
 3. Refusal of any employee to cross a legal primary picket line shall not be grounds for a discharge or disciplinary action.

Article X – Medical Benefits - Insurance

Board of Education shall pay the full premium cost of an individual and 1/2 the premium cost of family hospitalization and major medical insurance for all members of the bargaining unit. The Schedule of Benefits provided during the term of this Agreement shall include, for those choosing the PPO, payment by Local 1 members of a deductible of \$500 and a prescription plan with cost categories of \$10, \$25, and \$40 under the Lincoln-Way Area Affiliation of Participating School Districts Employee Benefit Plan pursuant to the present Custodial Plan PPO. In addition, all Local 1 members who participate in the HMO benefit plan will participate specifically in the HMO Blue Advantage plan. All other benefits under this plan shall be aligned with the agreement between the Association of Lemont Teachers and the Lemont High School District 210 Board of Education. In the event that the benefit plan negotiated between the Association of Lemont Teachers and the Lemont High School District 210 Board of Education should include an increased employee contribution toward individual insurance premiums, that increase will also be applicable to members of Local Number 1.

A term group life insurance policy shall be provided for each member of the bargaining unit. In the same manner provided to the faculty and other non-certified staff. This policy will be a minimum of \$30,000.

If it is determined by a court of law that any portion or provision of this article is found to be illegal or unconstitutional, it is hereby agreed that said findings shall not affect the remaining provisions of this article. Additionally, in such an event or due to legislative requirements the parties hereby agree to re-open the contract for the limited and express purpose only of addressing any findings by a court or legislative action as to any section of this article.

Article XI – Leave of Absence – Other Absences- Leave of Absence without Pay

In the event a leave of absence is granted, it will be without pay and no fringe benefits will be paid by the Board of Education. Time on such leave of absence shall not be counted as additional time toward seniority.

A leave of absence without pay may be granted by the Board of Education for not more than 12 months. Time on such leave of absence shall not be counted as additional time toward seniority

An employee on leave of absence without pay may keep his/her life, medical, and dental insurance in effect by making the necessary contributions to the District at his/her own expense. Lack of regular and timely payment will result in termination of this benefit.

As a condition of any leave of absence granted under these provisions, the employee shall be deemed to have agreed to waive any right to unemployment compensation during the period of the leave of absence.

An employee who is granted an unpaid leave for 6 months will receive ½ of the allotted paid medical leave days and personal business leave days for the year in which the leave is taken. An employee who is granted an unpaid leave for an entire year will receive none of the allotted paid medical leave or personal days for the year in which the leave is taken.

The employee shall notify the Superintendent of his/her decision to return to or terminate his/her position at least ninety (90) calendar days prior to the end of the scheduled leave or as soon as it becomes known the employee will notify the Superintendent.

Leave of Absence with Pay – Medical

Bargaining Unit employees shall accrue sick leave at the rate of fifteen (15) working days per year, granted at the beginning of the fiscal year that July 1 to a maximum of two hundred and forty (240) days cumulative.

Sick leave will be granted for the period of such illness upon satisfactory proof of illness if requested by the employer. Such leave will be paid leave to the extent of the employee's accrued sick leave benefit if the employee notifies of his/her illness not later than the first (1st) scheduled work day. Sick leave will be paid at the employee's then current pay, shift rate included.

All Buildings and Grounds staff must notify the Director of Buildings and Grounds on his/her voicemail of their inability to work by one half-hour before the start of their shift.

Proof of illness during the first (1st) three (3) consecutive sick days used in any given year may be by personal affidavit except for employees who have not completed one full year of service or for employees who demonstrate an abusive pattern of sick leave use. A medical certificate for any absence over three (3) days is required. The certificate should confirm the employee's need to miss work, his/her ability to return to employment, and identify any restrictions or

limitations. If any restrictions or limitations are identified, the employee and the Director of Buildings and Grounds will discuss whether appropriate accommodations can be offered and implemented.

If an employee is on FMLA Leave, the use of sick days shall run concurrently.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or household as defined by the Illinois School code. The Superintendent may approve absence under this provision for additional cause considered worthy in special cases.

The Board of Education shall grant medical leave at full pay to any employee for absences resulting from the death of any member of the immediate family as defined by the Illinois School Code.

Employees shall apply electronically to the Superintendent on the appropriate form for any medical leave.

Leave of Absence with Pay – Personal Business

A maximum of two (2) days per year of personal leave, granted at the beginning of the fiscal year, will be allowed without loss of pay for personal business which cannot be conducted at a time not in conflict with the employee's scheduled work time. Personal leave time not used will be allowed to accumulate to a maximum of five (5) days.

Personal leave time not used and in excess of five (5) will be added to the employee's sick time accrual at the end of the year.

Personal business leave shall not be allowed or taken before or after a holiday, holiday weekend, or vacations with the exception of the need to take such a personal time due to an emergency on one of the days or for the observance of a religious holiday. However, if an employee can adequately document for the Superintendent's approval the need for personal time due to an emergency on one of the days listed previously, personal leave will be allowed. The documentation may be offered upon returning from such leave.

Employees shall apply electronically to the Superintendent on the appropriate form any personal business leave days at least forty-eight (48) hours in advance of the absence. If an emergency exists, the employee should notify the Superintendent as soon as possible.

Article XII – Vacations

All Bargaining Unit members will be granted a paid vacation according to the following schedule.

On July 1st each year, employees shall be granted paid vacation for service during the preceding twelve (12) months. Vacations will be paid at the employee's then current rate. A vacation day shall be eight (8) hours. Vacation days are to be taken between July 1 and June 30 of the fiscal year for which they were earned. Exceptions to carry over remaining vacation days may be granted in the sole discretion of the Superintendent without prejudice for special circumstances. The request and approval to carry over vacation days must be made in writing prior to June 1 of the year in which the days were earned and must include all remaining days.

The granting of vacation days during winter, spring, and summer breaks and throughout the school year may have to be limited because of various demands such as maintenance of equipment, the amount of work, and the number of projects and/or events that may be scheduled. When limits need to be placed on the use of vacation days, the initial granting of such vacation days will be determined based on seniority basis. However, previously granted vacation requests will not be changed to accommodate a new request by a more senior member.

Should the members so choose, a single week may be selected as a "shut down week" during which members would use vacation days. Remaining members would comprise the skeleton crew that would work during the "shut down" week.

Exceptions to these time constraints may be requested of the Director of Buildings and Grounds, and such requests may be granted for special circumstances.

- a. Employees who have not completed one (1) full year of service shall receive one (1) day of paid vacation for each month in which they receive pay on ten (10) or more days not to exceed ten (10) vacation days.
- b. Employees who complete one (1) full year of service are entitled to ten (10) vacations days
- c. Employees who complete five (5) full years of service are entitled to fifteen (15) vacation days.
- d. Employees who complete fifteen (15) full years of service are entitled to twenty (20) vacation days.
- e. Employees who leave the service of the employer, or whose service is interrupted, after completing one (1) or more years of service shall receive their earned vacation not taken during a pro-rata vacation as in (a) above for each month after the employee's most recent anniversary date.

- f. The maximum number of consecutive vacation time is limited to ten (10) vacation days unless prior approval is granted by the Administration.

The Director of Buildings and Grounds shall establish a vacation schedule and post it. The scheduling of vacation days will be done in a way to ensure that half, or as close to half as possible, of each employee category (Maintenance Engineer, Maintenance Helper, and Custodian) will be on duty during regularly scheduled hours.

Vacation selection shall be by classification seniority and such selection shall not be denied unless serious problems shall result from such requested absence.

If a vacation day is granted for the first or last day of an employee's work week, that employee will not be expected to work overtime during the adjacent two day weekend, be that weekend a Saturday-Sunday or a Sunday-Monday. That employee may elect to work the overtime, but must inform the Director of Buildings and Grounds of his/her intention before the posting is made, otherwise the next person on the list will be assigned and posted. It will be the employee's responsibility to monitor his/her position on the overtime list and the likelihood of an assignment. However, an individual may choose to work the two day adjacent weekend.

If a vacation day is requested after overtime has been assigned, the requesting employee must secure another Buildings and Grounds employee within the same category to substitute.

Article XIII – Holidays

Holidays within this Agreement shall be the following number (15) days during each year of this Agreement.

1. Independence Day
2. Labor Day
3. Veteran's Day
4. Thanksgiving Day
5. Friday following Thanksgiving Day
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. New Year's Day
10. M.L. King's Birthday*
11. Abraham Lincoln's Birthday or President's Day**
12. Day of Choice by Employee - Formally Casimir Pulaski Day-
13. Good Friday or Columbus Day#
14. Memorial Day
15. Day of Choice by Employee

* These will be granted as holidays as long as they are recognized and denoted as legal school holidays by the Illinois State Board of Education.

One of these two dates must be chosen as a holiday. This choice must be made at the beginning of the fiscal year. Whichever date is chosen, the other date is a workday. Some Buildings and Grounds personnel must be present on each of these two days.

** If the annual waiver is not granted or not applied for, Abraham Lincoln's Birthday will be celebrated as the holiday.

All employees covered by the terms of this Agreement shall be entitled to receive their current hourly rate of pay for the holidays named above. Should the actual or school-designated holiday fall on a weekend or, in the case of specially arranged schedules, another non-working day, or should an actual or school-designated holiday become a day of student attendance and therefore a work day for employees covered by the terms of this Agreement, the Superintendent shall designate the day(s) on which the holiday(s) will be celebrated in such a way as to ensure the employee does not lose this holiday benefit but also to ensure effective operation of the building. The holiday does not need to be the same day for all employees. In addition, the following special condition shall apply:

An employee who is required to work on Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, or Memorial Day will be compensated at a rate of double time and a half (2.5) of the normal rate of pay. An employee who is required to work one of the other designated holidays will be compensated at a rate of time and one half (1.5) the normal rate of pay.

Article XIV – Uniforms – Safety

Following the probationary period, the Board of Education shall provide the basic uniform consisting of five (5) sets each, long sleeve shirt, short sleeve shirt and pants for all maintenance and custodial employees. Each subsequent year of employment three (3) shirts (long or short) and three (3) pairs of pants will be provided to each employee to be worn when on duty. All new uniforms and any corrections for delivery errors in the order shall be available to the employee on or before August 1st. If an employee has an adequate number of suitable uniforms, the Board shall provide a jacket in place of the uniforms. The color, design and material will be selected by the school. Employees performing outdoor duties in cold weather when they are exposed to the elements shall be issued insulated coveralls with hood, insulated work gloves, and waterproof boots. Employees performing duties in rainy weather when they are exposed to the elements shall be issued a rain suit and waterproof boots. Employees performing duties that may permanently soil or damage their regular uniform

shall be issued coveralls. All of the staff shall wear and/or use such equipment when issued. All such equipment used shall be returned by the employees in the same condition, reasonable wear and tear excepted. When any of these items become worn or damaged beyond reasonable usability in the normal performance of the employee's duties as determined by the Director of Buildings and Grounds, they will be replaced upon presentation of the item to the Director of Buildings and Grounds. Uniforms shall be worn as intended with shirts buttoned and tucked into pants.

During the term of this Agreement, the employees and the employer shall have joint responsibility to maintain safe and sanitary work conditions. Safety equipment will be provided to each employee by the employer including but not limited to working gloves for the custodial staff, electrical insulated working gloves with leather protective over gloves for the maintenance staff, personal respirators such as a full-sealing (sealing) disposable particulate flange respirator for all staff required to work in extremely dirty or dusty environments, and the staff will be expected to wear and/or use such equipment in accordance with school requirements.

Article XV – Retirement

Individuals contemplating retirement should make their intentions known to the Board of Education or its representative in a timely fashion so that the proper forms can be processed and other necessary arrangements can be made.

To qualify for retirement benefits, the employee must have been hired prior to June 30, 2011, and be a full-time employee with at least 15 years of credited service at Lemont Township School District 210. The employee must be at least 60 years of age at the separation date.

Those full time employees with at least fifteen years of credited service at Lemont Township High School District 210 and that are sixty (60) years of age at the separation date will receive a lump sum payment equal to the amount of money paid in major medical premiums between their age and the age of eligibility for Medicare through the TRIP/HMO program. This lump sum shall not exceed \$10,000. Specifically, the payment will be calculated based upon the date of retirement, the age of the employee at the date of retirement, and the age of eligibility for Medicare. Said payment will be a onetime, post retirement payment made within thirty (30) days after the date of separation.

The Board of Education shall pay a flat rate of \$50.00 per diem for up to thirty days of unused sick time not used by IMRF in calculating the employee's retirement benefit.

Article XVI – In-service

The Board of Education shall provide opportunities for in-service training with the objective of furthering the qualification of employees. The Union agrees it shall be the responsibility of the employees to take advantage of the training. In general, such training shall be limited to those skills and safety practices inherent to this Agreement.

Employees may request a review of their current qualifications and may receive recommendations for additional training and/or experience.

The Board of Education shall provide reimbursement for classes and seminars requested and taken by the employee to enhance and further their skills. These classes and seminars will be applied for by agreement between the Director of Buildings and Grounds and the employee. Reimbursement shall be made upon written certification of successful completion and proof of payment.

Article XVII – Payroll Deduction

During the term of this Agreement, District 210 agrees to deduct 50% of the Union Dues on the first (1st) payday of the month and 50% on the second (2nd) payday of each month from the pay of those employees who execute proper written authorization. Such deductions shall be at the rates certified by the President of the Union and shall be remitted promptly to the Local Union office.

In consideration of the above described service, the employee and the Union release and discharge District 210 from any and all liability whatsoever arises from such deduction.

All employees covered by this Agreement who are not members of the Union commencing on the effective date of this Agreement or upon their initial employment and continuing during the term of this Agreement and as long as they remain non-members of the Union shall pay the Union, each month, their fair share of the costs of the service rendered by the Union, that are chargeable to non-members under State and Federal law

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employee and remitted to the Union at the same time as the “check-off” dues, cited above are remitted. The Union shall submit to the Board the amount constituting the fair share which shall not exceed the dues uniformly required of members of the Union and a description of the rationale and method by which the fair share was determined, including a description of the expenditures which were excluded in determining the fair share. The amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office.

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees, from and against any and all claims, demands, actions, complaints, suits, or other action, taken by the Board for the purposes of complying with the above provisions of this Article.

Article XVIII – Probation – Termination – Layoff

New employees are subject to a one (1) year probationary period during which time the employee shall demonstrate ability and demeanor satisfactory to the employer. During the probationary period, the Board may release such employee at its sole discretion without giving rise to a grievance. No employee shall acquire seniority rights until the probationary period shall be completed. If the employee remains in the employ of the Board beyond that time, the employee shall have seniority dated from the first day of employment. For this purpose a partial day worked shall be considered a full day. If more than one employee is hired on any one day and no determination can be made as who is senior, the determination shall be made by lot.

Employees hired into one of the classifications covered under this Agreement who have continuous prior employment in another position within the school shall have the total of such continuous employment counted for purpose of vacation or sick leave accrual.

General seniority shall date from the date of original entry into one of the classifications of the Bargaining Unit.

Classification seniority shall be considered to be all seniority earned in a classification and shall date from the date of the most recent entry into a classification covered by this Agreement.

All seniority shall terminate under one of the following conditions:

- a. Resignation
- b. Discharge for just cause
- c. Acceptance of a pension due to service from the Board
- d. Failure to return from an authorized leave
- e. Failure to return from a layoff within the prescribed time

Layoff shall be in accordance with classification seniority should a reduction in force become necessary. The affected employee shall immediately exercise general seniority to bump the junior general seniority employee in a lower level, pay rate, or shall accept the layoff. The reverse procedure shall be followed for recall before any new people are employed. Employees laid off from any classification shall not lose seniority or benefits held at time of layoff. Said employee upon being notified, must report within fifteen (15) working days to

retain his/her seniority. Failure to report within fifteen (15) working days, or failure to make arrangements to return satisfactory to the employer within that period will forfeit all rights of seniority.

Employees who are to be laid off, following the above described procedure, shall be given fifteen (15) working days' notice or fifteen (15) days' pay. It is the intention that employees so affected will have as much advance notice as possible.

Article XIX – Promotion – Transfer

It shall be the policy of the school district to inform all Bargaining Unit employees of new positions or vacancies in positions already established. Any Bargaining Unit employee shall have the opportunity to apply for such a position. Any Bargaining Unit employee who applies for and is appointed to such a position is subject to a six month probationary period during which time the employee shall demonstrate ability and demeanor satisfactory to the employer. During the probationary period, the Board may return such employee to his or her previous position at the current rate of pay for that position at its sole discretion without giving rise to a grievance.

Article XX – Personnel File

Upon written request, an employee shall have the right to review and have reproduced at his/her own expense all the material in the employee's personnel file (except prior job references and the reports of personal conferences). Such review and reproduction shall be in the presence of a representative of the Superintendent.

An employee shall have the right to insert material in the employee's personnel file that is relevant to the employee's service including the right to reply to any material in the personnel file at any time.

No material derogatory to an individual's conduct, service, character or personality shall be placed in an employee's personnel file unless the employee receives a copy of such material, and notification the said material is being placed in the file. Such material may not be used as proof of a propensity to commit such act(s) but may be considered in determining the appropriate level of progressive discipline.

Article XXI – Duration of Agreement

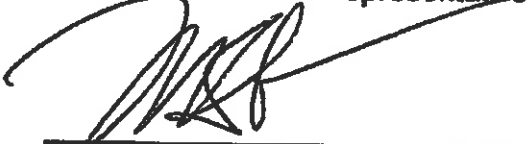
This Agreement shall become effective on July 1, 2015 and shall continue in full force and effect through June 30, 2019 and from year to year thereafter unless sixty (60) days prior to June, 2019, or sixty (60) days prior to June 30th of any year there-after, the Board of Education of District 210 notifies the Union or the Union notifies the Board of Education if its desire to make certain changes or amendments to this Agreement. If the parties are unable to agree upon the proposed changes or amendments on or before the 30th day of June next following the date in which notice is given, this Agreement shall expire on such 30th day of June unless both parties to this Agreement agree to extend the Agreement.

Notice to change or amend this Agreement shall be in writing to the President of Local No. 1 or to the Superintendent of District 210.

This Agreement is made in duplicate and each copy is an original.

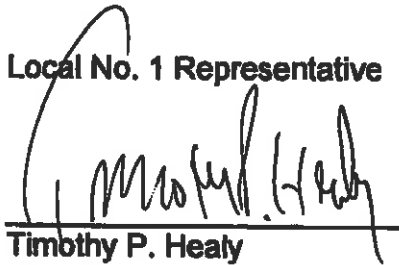
Executed at Lemont, Illinois, this 1st day of July, 2015

Board of Education Representative



Michael Shackel
President

Local No. 1 Representative



Timothy P. Healy
Vice President