

AGREEMENT

between

the

BOARD OF EDUCATION OF

WEST CHICAGO ELEMENTARY SCHOOL DISTRICT NO. 33

and

DISTRICT NO. 33

SCHOOL SERVICE PERSONNEL ASSOCIATION, IEA-NEA

July 1, 2025 - June 30, 2028

TABLE OF CONTENTS

Article		Page
ARTICLE I	Recognition	3
ARTICLE II	Association Rights	5
ARTICLE III	Employee Rights	7
ARTICLE IV	Reduction in Force	10
ARTICLE V	Employee Working Conditions	13
ARTICLE VI	Holidays	16
ARTICLE VII	Vacations	18
ARTICLE VIII	Leaves	20
ARTICLE IX	Salary and Fringe Benefits	24
ARTICLE X	Grievance	31
ARTICLE XI	Effect of Agreement and Duration	34

ARTICLE I

RECOGNITION

A. Recognition

The Board of Education of West Chicago School District No. 33 (hereinafter referred to as the "Board") recognizes that, pursuant to the Illinois Educational Labor Relations Act, the Illinois Education Association IEA (hereinafter referred to as "Association") through its local affiliate, the District No. 33 School Service Personnel Association, is the exclusive representative of all the employees in the unit set forth below for the purposes of collective bargaining:

All custodial and maintenance employees, including Head Facility Engineer, Facility Engineer, Maintenance Technician, Head Custodian, Head Grounds, Courier, Grounds Maintenance, Utility Custodians (U/C) and related, Part-time Employees but excluding the Director of Facilities and Grounds, confidential employees, and temporary employees.

B. Definition

The term "employee," when used hereinafter in this Agreement, shall refer to all persons in the bargaining unit described in Article I, Section A.

C. Management Rights

The Association acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by law, limited only by the lawful provisions of this Agreement, including, but not limited to, such areas of discretion or inherent managerial policy as the functions of the Board, standards of service, the overall budget, the organizational structure, the selection of new employees and the direction and assignment of employees.

It is expressly understood and agreed by the Association that all functions, rights, powers, or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board as authority vested in it by the laws and constitutions of Illinois and the United States and as authority properly exercised by it.

D. Exclusive Representative

The Board agrees not to negotiate or consult with any other employee's organization, individual covered employee or group of covered employees with regard to negotiable items, unless mutually agreed to, in writing, by the parties during the term of this Agreement, or except as otherwise provided in this Agreement.

ARTICLE II

ASSOCIATION RIGHTS

A. Use of Facilities and Equipment

The Association shall not be denied reasonable use of, or access to, the following:

1. School facilities for meetings of the local Association, provided prior approval has been received from the designated administrator for use of the specific room or facility requested. No requests for use of facilities shall be granted unless a District employee is available at the specific building during the time scheduled for the function.
2. District duplicating services, provided use of particular machines has been approved by the designated administrator and the Association reimburses the District for the cost of materials and for any damage which arises from the use of the equipment.
3. Inter-school mail service, building mailboxes and email systems for the distribution of Association materials, provided such materials are clearly identifiable as to source. Security of the District's system shall be considered. The Association will abide by the recommended limits of size as posted on the Technology Department's E-Board. Upon request, a copy of any Association materials so delivered shall be promptly given to the Superintendent.
4. A District bulletin board conveniently located for the purpose of internal communications, provided all such publications shall be identified as Association materials.

B. Union Dues

1. The Board agrees to deduct from the regular paychecks of the employees dues to be forwarded to the Association and its affiliates as said employees shall individually and voluntarily authorize. The Board shall forward to the treasurer of the association all such deductions no later than the 20th day of the month following their deduction. Upon the transmittal of the dues deduction, the Board shall be absolved of any and all responsibility for these funds.
2. The Association agrees to defend, indemnify, and hold the Board harmless against any claims, demands, suits, or other forms of liability which may arise by reason of any action taken by the Board in complying with the provisions of this section, provided that this Section shall not apply to any claim, demand, suit, or other

form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

C. Creation of New Positions

If the District adds a new position not currently covered by this Agreement, the Association shall be notified.

D. No Discrimination

In accordance with applicable federal and state law, neither the Board nor the Association shall discriminate on the basis of an employee's race, creed, color, sex, national origin, religion, age or handicap unrelated to ability to perform the particular work involved.

E. Board Packets

The President of the Association shall be provided a copy of the "Board Packet" or similar memoranda as distributed to the Teachers' Association and which excludes all confidential Board information, at least twenty-four hours prior to the scheduled time of any regular or special board meeting.

F. Board Minutes/Reports

One copy of the Board minutes shall be provided to the President of the Association.

G. Printing of Agreement

The Board shall be responsible for printing the final collective bargaining agreement entered into between the Board and the Association and shall provide the Association with sufficient copies of the Agreement, in English per year for the duration of the contract. The Board shall also provide a copy of the Agreement for each employee at the onset of employment and whenever a new Agreement is printed.

ARTICLE III

EMPLOYEE RIGHTS

A. **Employment Status**

An employee shall be considered probationary for the first two hundred and sixty (261) work days of employment. The Administration shall be allowed ten (10) working days after the conclusion of a two hundred sixty (261) day probationary period to inform an employee of the Administration's evaluation and recommended action. After the probationary period is served successfully, an employee shall be considered on continuing status.

B. **Seniority Definition**

Seniority shall be computed from the first day of employment within the bargaining unit. Part-time employment shall be counted pro-rata. Upon successful completion of a probationary period, seniority shall revert to date of hire.

C. **Discipline**

Employees shall not be dismissed or suspended without Just Cause, provided such shall not be applicable to any action with respect to a probationary employee or the reduction-in-force of any employee.

The Board shall have the burden of proof to establish the existence of Just Cause. The Association shall have the burden of proof to establish any back pay award by securing other employment and/or unemployment compensation. The arbitrator shall reduce any back pay award by any compensation which was received or which might reasonably have been available to the employee. An arbitrator shall also have the authority to order the restoration of employment in a dismissal case if the arbitrator finds that the Board has acted without Just Cause.

D. **Discipline Representation**

In the event that an employee is required to attend a disciplinary hearing or meeting, or any meeting which the employee believes may lead to discipline, the employee shall be informed of that meeting, as promptly as possible, and shall be notified of his/her right to have Association representation in the meeting.

E. **Transfer and Promotion**

If the Board deems it necessary to involuntarily transfer an employee from one building to another, the affected employee shall be given prior notice of said transfer, and the transfer shall occur only after a conference is held between the affected employee and the Superintendent or designee.

An employee who is on continuing status at the time of a job classification change shall serve a new probationary period subsequent to said job change. If an employee fails to perform up to the administration's expectations during this new probationary period, the employee shall be returned to the previous employment position on continuing status, provided such position is available. If no position is available, the employee shall be considered to be laid off and shall be treated in accordance with Article IV, Reduction in Force. An employee promoted to a higher range shall receive at least an additional \$1.00 dollar per hour not to exceed the maximum of such new range.

The Board will make a reasonable effort to minimize the involuntary transfer or reassignment of employees.

F. Substitute Assignments

Any employees assigned to work a position in a different job classification or to substitute for another employee in a different job classification or assigned to work a different shift for three or more consecutive days shall receive their rate of pay or the minimum rate of pay of the job classification or shift performed, whichever is higher. Such additional compensation (if any) shall be retroactive to the first day of substitute service. As used herein "day" shall mean any full day or full shift and includes the student lunch period(s) (if such occurs during the applicable shift). Such substitute assignments shall be reviewed every 30 days. The Board shall not make substitute assignments for the sole purpose of avoiding the implementation or application of this section.

G. Use of Substitute Services

The District and the Association agree that there are times when the need for substitute services may arise in cases of emergencies or hardships on the District due to being understaffed because of leaves, long-term illnesses, or vacancies. Employees covered under the collective bargaining agreement will always be offered the opportunity for overtime work first. If a need still exists, the District will hire a substitute from an established, trained pool of temporary replacements. Substitutes will be considered day-to-day on-call employees, either short or long term and will not be members of the Association. Employees will return to their positions, regardless of the amount of time a substitute has been in the position. Substitutes will not be considered permanent employees.

H. Vacancies

The Board shall post all vacant or new positions in the bargaining unit when they are deemed to arise. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least ten (10) calendar days. Any qualified

employee may apply for the posted position. Directions for application will be on the posting. Upon written request, unsuccessful employee applicants shall be afforded a meeting with the appropriate supervisor to discuss reasons for not being appointed to the vacancy.

I. Access to Personnel File

Pursuant to the requirements of the Illinois Personnel Records Review Act, an employee shall be entitled, upon reasonable request, to review the contents of the employee's personnel file and to place in the file a written statement explaining the employee's position on any disputed portions of the file. An employee shall be entitled to obtain copies of non-confidential materials from the personnel file upon reasonable request and at the employee's expense.

J. Subcontracting

The Board of Education reserves the option to subcontract Utility Custodians and Grounds Maintenance positions as vacancies arise through promotion, resignation or other means. The Board of Education will not lay-off or dismiss or otherwise replace employees solely for the purpose of subcontracting.

Except as described above, no other custodial/maintenance bargaining unit position shall be subcontracted during the term of this Agreement except in those cases of emergencies or hardships on the district due to being understaffed because of leaves, long-term illnesses, or vacancies. The use of sub-contracting services is not to extend beyond the period necessary to address the emergency or hardship.

K. Complaints Against Employees

Complaints against employees which are to be used as a basis for evaluation or discipline shall be brought to the attention of the employee involved when reasonably possible.

L. New Hires

The Board shall advise the Association of the name, position and regular pay of all new employees.

ARTICLE IV

REDUCTION IN FORCE

A. Procedure for Layoff

No full-time employee shall be laid off pursuant to a reduction in force, determined to be necessary by the Board in its sole discretion, unless said employee shall have been notified of said layoff at least sixty (60) days prior to the effective date of the layoff. In the event of a reduction in force, the Board shall first lay off probationary employees, then the least senior employee. Before any full-time employee is subject to a RIF, all part-time employees shall be released. Such layoffs shall be by employment category. Seniority shall be computed as defined in Article III, Section B of this agreement.

B. Categories for Layoff

There shall be seven (7) categories of employees for the purpose of layoff.

JOB TITLE:

Head Facility Engineer
Facility Engineer
Maintenance Technician
Head Custodian/Head Grounds/ Courier
Grounds Maintenance
Utility Custodians (U/C)
Part-time Employees

C. Bumping

Employees shall have the right to “bump” other employees based on the chart below.

An employee who is least senior with this job title:	May “bump” the least senior employee with these job titles:
Head Facility Engineer	Facility Engineer Maintenance Technician Head Custodian/Head Grounds/Courier Grounds Maintenance Utility Custodian Any Part-Time Employee
Facility Engineer	Maintenance Technician Head Custodian/Head Grounds/Courier Grounds Maintenance Utility Custodian Any Part-Time Employee
Maintenance Technician	Head Custodian/Head Grounds/Courier

	Grounds Maintenance Utility Custodian Any Part-Time Employee
--	--

An employee who is least senior with this job title:	May "bump" the least senior employee with these job titles:
Head Custodian/Head Grounds/Courier	Grounds Maintenance Utility Custodian Any Part-Time Employee
Grounds Maintenance	Utility Custodian Any Part-Time Employee
Courier/Custodian	Utility Custodian Any Part-Time Employee
Utility Custodian	Any Part-Time Employee
Part-Time Employee	No "bumping" rights

Notwithstanding the above, an employee may not "bump" another employee who has greater seniority as used herein, seniority shall be defined as set forth in Article III, Section B.

D. Recall Rights

If in the event a position or positions become available within eighteen (18) months of the effective date of a layoff, laid off full-time employees shall be offered recall in order of seniority, with the most senior employee being called first, to any position for which the employee is qualified.

Notices of recall shall be sent by certified mail to the last known address as shown on the employer's records. The recall notice shall state the position offered as well as the time and date on which the employee is to report back to work.

E. Employee's Obligation to Respond to Recall

It shall be the employee's responsibility to keep the Board notified of a current mailing address. A laid off employee shall respond to the notice of recall within seven (7) calendar days of receipt of such notice or within twelve (12) calendar days of receipt of mailing, whichever shall be the shorter. A recalled employee shall have at least fifteen (15) calendar days from mailing of notice of recall to report for work. Another employee may fill a position on a temporary basis until such time as the recalled employee can report for work.

An employee who is laid off from full-time work and declines recall to full-time work for which the employee is qualified shall forfeit seniority rights and any further right to recall. An employee who is laid off from full-time work and declines or accepts recall to part-time work shall remain on the recall list for full-time work.

F. Probationary Period

An employee who had completed the probationary period prior to being laid off shall not be required to serve a new probationary period upon recall to a position. An employee who did not complete a probationary period shall only be required to serve a probationary period equivalent to that time that was remaining as a probationary employee at the time of layoff.

G. Rate of Pay - Recalled Employee

An employee recalled to a position in the same salary category from which the employee was laid off or to a higher salary category, shall return at the same rate of pay the employee was receiving at the time of layoff plus any increases in pay afforded other employees in that salary category while the employee was on layoff. If an employee is recalled to a position in a salary category lower than that from which the employee was laid off, said employee shall return at the same rate of pay the employee was receiving at the time of layoff or the maximum salary of the salary category in which the position is placed, whichever is the lesser.

H. Retirement/Resignation Notice

When resigning or retiring from District 33, the employee should submit a Notice of Resignation at least two weeks prior to the effective date of resignation. A resignation notice cannot be revoked once given. An employee planning to retire should submit a letter of intent to retire at least 2 months before the retirement date. These notices must be submitted to the Director of Facilities and Grounds as well as the Human Resources Department.

Prior to the effective date of resignation/retirement, the employee should contact the Human Resources Department to arrange a time for an exit interview and must return all District 33 property to the Director of Facilities and Grounds.

ARTICLE V

EMPLOYEE WORKING CONDITIONS

A. Job Descriptions/Time Studies

Job descriptions and specific job duties as detailed for a school year shall not be changed without prior discussion between the employee and immediate supervisor.

If job studies are to be used to measure the appropriate amount of time it should normally take to complete an employment task, such job studies shall be based on the normal and actual work performed in individual buildings in District 33.

If the district adds room additions, additional space or workload to a particular building, a time study of employee workload shall be conducted. Time studies shall be conducted with the assistance and knowledge of the Association.

B. Work Day

The regular work day shall be eight and one-half (8-1/2) hours, including 1/2 hour unpaid for a meal break and two (2) fifteen (15) minute paid rest breaks. An employee may leave the building during lunch and rest breaks. Rest breaks are not to be combined with the meal break. When there is a rental group or building function, custodians on duty are required to remain on the premises.

School Service Personnel schedules will be changed to meet the work demands of the District during all non-school attendance days, provided at least forty-eight (48) hours notice shall be given (unless waived by the affected employee) for non-emergency schedule changes of one (1) day's duration. Except as such shall be precluded by a previously scheduled commitment, an employee's work hours may be adjusted to accommodate the absence of a building head custodian.

If an employee is required or authorized to surrender duty free lunch, and work in lieu thereof, the employee shall be compensated as outlined in Article IX (C) below.

C. New Employee Mentorship

Newly hired or promoted bargaining members will be paired with an experienced employee, who, on a voluntary basis, will provide hands-on training to the new employee. The experienced employee acting as mentor will be selected by the Facilities and Grounds Administration. This training will take place within the new employee's probationary period, and include minimally five (5) days of training.

D. Respect

Normally, issues of respect should first be brought to the attention of the Facilities and Grounds administration. Should the employee be unsatisfied with the outcome, appeals may be brought to Human Resources.

E. Health/Safety

If an employee believes that job responsibilities occur in unsafe or unhealthy situations, the employee shall refer the concern in writing to the immediate supervisor for investigation and review. If the completion of an employment task presents a commonly-recognized clear and present danger to the employee, the employee shall not be required to complete such task until the danger has been rectified.

An employee shall wear personal protective devices as provided by the district (e.g., lifting belts, safety glasses, rubber or latex gloves, dust mask...) while performing assigned or scheduled duties. Failure to use such equipment may result in disciplinary procedures.

F. Evaluation

An evaluation of each employee will be made by the immediate supervisor(s) a minimum of one (1) time each year. The employee will receive a copy of each evaluation. If, after having reviewed the evaluation, the employee feels the need to discuss the evaluation, a meeting with the immediate supervisor(s) may be requested. This request must be made within three (3) working days following the receipt of the evaluation. The evaluation of Head Custodians will include feedback from building principals.

G. Uniforms

An employee required by the District to wear a uniform, at work shall be provided five (5) shirts, and five (5) pairs of slacks, on the first day of employment after completion of the probationary period. Thereafter, the Board shall give an annual uniform allotment equivalent to the cost of five (5) shirts and five (5) pants to each full-time employee.

The Board shall determine the uniform style. Where options are provided, the employee may annually select uniform parts. The selection shall include uniform shorts. The Board may terminate the use of shorts as part of the uniform if any employee wears shorts while working with chemicals and/or machinery/equipment that might cause injury to the legs. Either of the foregoing actions may result in disciplinary action to the employee and/or termination of the option to wear shorts as part of the uniform.

Employees shall wear uniforms only while on duty and shall keep them in a laundered and neat condition. Employees may wear school, district, or department identifiable tops, and participate in building “spirit days”, while performing regularly assigned duties, so long as the clothing does not create or pose unsafe working conditions. These items are not provided by the district

H. Tools

Tools required by a custodial employee to accomplish assigned tasks shall be provided by the Board. Within budgetary constraints, the Board shall furnish a maintenance employee with basic tools for assigned tasks. If a maintenance employee is required to use personal tools for District projects, however, the Board shall replace any broken, damaged or stolen personal tools with similar items of comparable value, provided the maintenance employee's negligence is not the cause of the damage or loss.

I. Emergency Closings

In the event that schools are closed for the safety of students because of inclement weather, the Superintendent has the authority to require employees to work on that day.

It is expected that employees are to be in attendance at their regular work assignment unless otherwise informed. If unable to report, the employee shall contact the supervisor and, at the employee's request, one day will be deducted from the employee's accumulated vacation or emergency leave.

Employees shall make a diligent effort to arrive at work by their scheduled time. After ensuring all mechanical and heating ventilating systems are operating, ensuring that all exits are clear and passable, and ensuring that the building is secure, the administration will determine if it is appropriate to send the employee home early. Employees will receive time and one-half for actual hours worked. The employees will receive their regular rate of pay for the remainder of the eight-hour day. There shall be no pyramiding of overtime.

In the event that a school(s) is/are closed for safety of students because of any reason other than inclement weather (e.g. pandemic), the Superintendent has the authority to require employees to work on those days. If schools are closed for five (5) consecutive days or less, employees will receive pay at one and one-half times their normal rate for each of those days. If schools are closed for more than five (5) consecutive days, employees will receive their regular rate of pay for all closure days after the initial five consecutive school days. School days falling before and after a weekend or holiday are considered to be consecutive days. There is no limit to the number of events that may occur in a given school year that cause emergency closing day.

ARTICLE VI

HOLIDAYS

A. Holiday Schedule

Holidays shall be available immediately after the commencement of employment. The following holidays will be observed as paid holidays for all employees:

- Independence Day (July 4)
- Labor Day (First Monday in September)
- Indigenous Peoples' Day
- Veteran's Day
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving Day
- One-half Day Christmas Eve (Second half of day December 24)
- Christmas Day (December 25)
- New Year's Day (January 1)
- Martin Luther King's Jr.'s Birthday
- Lincoln's Birthday or President's Day
- Pulaski Day (as long as it is a school holiday by law)
- Good Friday
- Memorial Day
- Juneteenth (per latest legislation)

The hours paid for a holiday not worked will not count as a working day in computing overtime, per Illinois Labor Law.

A holiday falling within a vacation period shall not be counted as a vacation day. A holiday occurring while an employee is on leave of absence for sickness or injury shall not be counted against sick leave.

In the event that the Board of Education grants New Year's Eve as a paid holiday for District administrators or any other employee group during the term of this Agreement, this day will also be added to the list of paid holidays for SSPA members.

B. Holiday Adjustments

When a holiday falls on a Saturday, the previous Friday will be observed as a holiday and, when a holiday falls on a Sunday, the following Monday will be observed as a holiday (for Christmas Eve and Christmas Day this will be extended further into the week in the event that two consecutive holidays fall on a weekend.) However, if school is in

session on an observed holiday as listed in Section A, employees must work that day and such employees will receive a floating holiday. Floating holidays must be requested at least 48 hours in advance in writing via the department request form, and will be approved by the employee's immediate supervisor and the Superintendent or designee.

C. Eligibility

To qualify for pay on any holiday, an employee must have worked his/her scheduled workdays immediately preceding and following the holiday, unless the employee's absence on such days has been approved by the Superintendent or designee.

D. Holiday Work Notice

Any employee needed to protect or service a building may be called in to work on a holiday. Normally such employees will be notified forty-eight (48) hours in advance.

ARTICLE VII

VACATIONS

A. Vacation Schedule

Paid vacations for full-time (12-month) employees shall be provided after one year from the date of employment according to the following schedule:

1-5 years completed: 10 working days awarded
6-8 years completed: 15 working days awarded
9-12 years completed: 20 working days awarded
13 years completed: 20 working days awarded plus a yearly stipend equal to five days of pay at the employee's regular hourly rate.

Vacation days shall be awarded annually on July 1st. Vacation days shall be earned on a daily basis, and shall not be earned for overtime work or for other than regularly assigned days of employment not to exceed 261 per fiscal year.

Earned vacation time shall not accumulate for more than twelve (12) calendar months, i.e., vacation time not utilized within twelve (12) calendar months of when earned shall be lost, provided such deadline may be waived by the Superintendent or designee for good cause shown, and any such waiver shall be non-precedential.

During any probationary period, vacation shall accrue, but shall not be available to the employee during such probationary period. Any right to vacation time shall be extinguished if the employee is terminated or resigns for any reason prior to the expiration of the initial probationary period.

B. Payment Upon Termination

Accumulated unused vacation days will be compensated for employees who leave the District.

C. Vacation Day Requests

Vacation days shall be requested minimally four (4) weeks in advance of planned use by the employee, via the department vacation request form. Approval will be determined by the employee's immediate supervisor and the Superintendent or designee. Shorter notice for vacation leave requests may be allowed for unforeseen circumstances beyond the employee's control (i.e. medical need if sick leave is exhausted, or an urgent personal need). Vacation days shall not be used during restricted times, including the first five (5) days of the school year, last five (5) days of the school year, during three (3) weeks in the month of August, and on the days of the department annual compliance training. Vacation

days shall be scheduled to be used in increments of no more than ten (10) consecutive days.

ARTICLE VIII

LEAVES

A. Sick Leave

All full-time 12-month employees shall be entitled to a total of fourteen (14) sick leave days per year without loss of salary. Employees who are employed after the beginning of the fiscal year shall be entitled to pro-rata sick leave.

Upon the completion of eight (8) years of District employment, employees shall receive a one-time bonus of fifty (50) sick leave days. Upon the completion of fifteen (15) years of District employment, employees who are scheduled to work one-hundred eighty-five (185) days or more shall receive an additional one-time bonus of fifty (50) sick leave days; employees who are scheduled to work less than one-hundred eighty-five (185) days shall receive an additional one-time bonus of twenty-five (25) sick leave days. Bonus sick leave days will be awarded annually in July following the school year in which the employee has achieved the required years of service in the bargaining unit.

Sick leave may accumulate with no limit. There shall be no deduction for sick leave on days when the employee is not required to be working.

After three (3) days of absence for personal illness, or as it may be deemed necessary in other cases, the employee may be required to furnish a physician's certificate of illness as a basis for pay. Medical notes shall be requested by Human Resources.

Sick leave shall be interpreted in accordance with The Illinois School Code.

B. Personal Leave

Full-time employees shall be granted three (3) personal leave days per year without loss of pay upon application to and approval by the Superintendent or designee. Except in an emergency, requests for leave must be submitted in writing at least 48 hours in advance of the requested day via the department's personal day request form. Unused personal leave days shall accumulate as sick leave. Such leave is intended to be used for personal emergencies or business which cannot be conducted during a time other than scheduled work hours. Examples of appropriate personal leave reasons may include, but are not limited to court appearances, funeral of persons not covered under bereavement or sick provisions, marriage or graduation of self, or an immediate family member, moving, legal affairs, or religious observance. Any employee who uses such leave improperly shall have such time deducted as computed on a per diem basis and may be subject to reprimand and/or dismissal.

Except in the case of emergency, personal business leave days shall not be used during the school day before or after a legal holiday or school holidays designated on the District calendar (including spring, summer, and winter breaks) per IL School Code, and shall not be used in conjunction with sick days or vacation days. Personal matters of extreme importance occurring during the above specified time may be applied for with an explanation to the Superintendent or designee (HR), who may allow for the use of this leave during these prohibited periods for circumstances beyond the control of the employee, which must be explained in writing, and with two (2) weeks advance notice (if possible) of the need for the exception. Requests for personal business leave during the restricted times listed above will be considered on an individual, non precedent-setting basis.

C. Association Leave

Leave of absence without loss of pay shall be granted by the Board to the Association President or designees for the purpose of attending local, state or national conference(s), for up to Four (4) days per year. Notice of intention to utilize such a leave of absence shall be submitted in writing to the Superintendent or designee at least three (3) employment days in advance of the onset of such leave. Leave of absence hereunder shall be non-accumulative.

D. Bereavement

In the event of the death of a member of the immediate family (as defined in The Illinois School Code) of any full-time employee, such employee shall be entitled to up to three (3) days leave of absence without loss of pay or deduction of accumulated sick leave for each such death. If circumstances require any additional absence due to such death, such shall be deducted from accumulated sick leave. Bereavement leave shall not accumulate in any form.

Per the Illinois School Code, the immediate family shall consist of a spouse, partners to a civil union, children, grandchildren, parents, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, step-fathers, step-mothers, step-children, the biological parents of minors (under 18 years of age) living in the household, and legal guardians or wards.

E. Jury Duty

An employee called for jury duty may be granted a special leave to fulfill such duty at full pay, provided that any compensation received for jury duty is submitted to District 33 within one month of receipt.

F. Family And Medical Leave

1. The Board of Education has adopted a policy in connection with the Family and Medical Leave Act (FMLA). By express agreement of the parties, such inclusion of the Board policy shall not be construed to incorporate such policy into the collective bargaining agreement in any fashion, and expressly shall not be subject to the grievance procedure of this Agreement. Further, nothing herein shall be construed as to diminish in any respect the rights of the Association, if any, to impact or mid-year bargaining if the Board of Education should at any time elect to amend or repeal such FMLA policy.
2. The Board may designate as Family Medical Leave Act (FMLA) leave any leave taken by an employee for a reason constituting an FMLA-qualifying event regardless of whether the employee has requested FMLA leave.

G. Unpaid Medical Leave

If an employee who has exhausted his/her available FMLA leave, or is ineligible for FMLA leave, requires leave for an FMLA qualifying reason, the Board may grant, upon request, the employee an unpaid leave not to exceed twelve (12) weeks. Such leave shall be unpaid and no benefits shall be provided during the period of such leave. An employee may, if they elect, choose to remain on the District's insurance plan during such leave provided that the employee makes appropriate arrangements to pay the entire cost of such coverage for the duration of the leave. An employee returning from a leave pursuant to this paragraph will be placed in a vacant position for which he/she is, in the District's sole discretion, deemed qualified to hold if such a position is available. If no such position is available, the employee shall be laid off.

H. Unpaid Personal Leave

An employee with at least five (5) years of full-time service at West Chicago Elementary School District 33 may request and the Board may grant in its sole discretion to grant an unpaid leave of absence beyond the leaves specified in this contract. The duration of, requirements from return from, and placement upon return from such leave shall be by mutual agreement of the parties. Such leave shall be unpaid and no benefits shall be provided during the period of such leave. An employee may, if they elect, choose to remain on the District's insurance plan during such leave provided that the employee makes appropriate arrangements to pay the entire cost of such coverage for the duration of the leave. Requests for unpaid leave under this provision shall be submitted to Human Resources and will be considered on an individual, non-precedent setting basis.

I. Submission of District Keys and Fob

Employees who will be absent from work for five (5) or more days shall submit their work keys and fob to the Department of Facilities and Grounds administration.

ARTICLE IX

SALARY AND FRINGE BENEFITS

A. Hourly Pay Ranges

Employees of this bargaining unit shall receive the following hourly percentage increases on their hourly rate. For the duration of this contract, members of this bargaining unit shall receive the following increases on their base hourly rate:

For 2025-2026, based on January 2025 CPI-U (PTELL/tax cap), all current bargaining unit members will receive an hourly increase of \$1.50. For 2026-2027 and 2027-2028, if CPI-U (PTELL/tax cap) is between:

- 0 - 3.0, members will receive a \$1.50/hour increase
- 3.1 or greater, members will receive a \$2.00/hour increase

Consumer Price Index (CPI-U) as used by the Property Tax Extension Limitation Law (i.e. "tax cap" law) for the District's annual tax levy.

For new hire bargaining members, the annual increases for their hourly rates will be the following:

Year 1 - Freeze at the 2024 - 2025 rates

Year 2 - Increase by \$0.75/hour

Year 3 - Increase by \$0.50/hour

Contract Year 1	New Hire Chart					
	**Year 0	Years 1-5	Years 6-10	Years 11-15	Years 16-20	Years 21+
Utility Custodian	\$17.16	\$18.23	\$19.31	\$19.84	\$20.38	\$20.65
Head Custodian	\$22.53	\$23.60	\$24.67	\$25.74	\$26.82	\$27.89
Maintenance Technician	\$25.74	\$26.82	\$27.89	\$28.42	\$28.96	\$29.50
Facility Engineer	\$28.96	\$30.03	\$30.57	\$31.11	\$32.18	\$33.25
Head Facility Engineer	\$32.18	\$33.25	\$34.32	\$35.40	\$36.47	\$37.54
Contract Year 2	New Hire Chart					
	**Year 0	Years 1-5	Years 6-10	Years 11-15	Years 16-20	Years 21+
Utility Custodian	\$17.91	\$18.98	\$20.06	\$20.59	\$21.13	\$21.40
Head Custodian	\$23.28	\$24.35	\$25.42	\$26.49	\$27.57	\$28.64
Maintenance Technician	\$26.49	\$27.57	\$28.64	\$29.17	\$29.71	\$30.25
Facility Engineer	\$29.71	\$30.78	\$31.32	\$31.86	\$32.93	\$34.00
Head Facility Engineer	\$32.93	\$34.00	\$35.07	\$36.15	\$37.22	\$38.29
Contract Year 3	New Hire Chart					
	**Year 0	Years 1-5	Years 6-10	Years 11-15	Years 16-20	Years 21+
Utility Custodian	\$18.41	\$19.48	\$20.56	\$21.09	\$21.63	\$21.90
Head Custodian	\$23.78	\$24.85	\$25.92	\$26.99	\$28.07	\$29.14
Maintenance Technician	\$26.99	\$28.07	\$29.14	\$29.67	\$30.21	\$30.75
Facility Engineer	\$30.21	\$31.28	\$31.82	\$32.36	\$33.43	\$34.50
Head Facility Engineer	\$33.43	\$34.50	\$35.57	\$36.65	\$37.72	\$38.79

Administration has the authority to give years of experience credit to new hires according to verifiable experience. New Hire hourly minimums will be increased by the same amount as salaries of the current bargaining unit members in years 2 and 3 of this Agreement.

The Middle School Head Custodian shall receive, in addition to the employee's hourly rate, a monthly stipend of \$500. SSPA and District leadership will work to balance the responsibilities of the day and night Head Custodians of the Middle School over the life of this contract.

B. Hourly Increase Incentives

Employees may earn the following salary increases:

\$0.75 per hour	Stationary Engineer License (55 hour course) Asbestos Handling Certificate
\$0.50 per hour	Pre-approved coursework equivalent to 3 semester hours in HVAC, electrical or plumbing
\$0.25 per hour	

All hourly increase incentives will be applied to salaries at the time of hiring or after the annual salary increase percentage is calculated.

Each employee will be limited to a maximum \$1.00/hour increase for any combination of hourly increase incentives over the life of this contract.

Incentive increases will be lost if the employee fails to maintain the certificate and/or license.

C. Bonuses

Signing Bonus: All new hire custodians & maintenance workers will receive a \$500 signing bonus within one month of hire.

Retention/Appreciation Bonus: All new hire custodians & maintenance workers will receive a \$500 retention bonus after the completion of one year of employment in District 33, less a pro-rated reduction for any unpaid leave from the first day of employment.

All custodians and maintenance workers who have been employed for at least one year will receive a yearly retention bonus of up to \$1,000 annually on December 1st, less a pro-rated reduction for any absent days, excluding vacation days, used during the previous 12 months. If a new hire's one year anniversary falls between January and June, the new hire shall also receive a bonus of \$1000 on December 1st of that year. If a new hire's one year anniversary falls between July and December, the new hire will receive a bonus of \$1000 on December 1st of the following year.

Attendance Bonus

Each quarter, employees who use no more than one (1) sick, personal, or workers' compensation days will receive a \$250 bonus, paid on the next available payroll. Quarters will be defined as follows:

Q1 = July 1 – September 30

Q2 = October 1 – December 31

Q3 = January 1 – March 31

Q4 = April 1 – June 30

D. Overtime

Employees shall receive 1-1/2 times their regular wage rate for any time on the job over forty (40) hours per week. Overtime must be approved by the immediate supervisor.

E. Emergency Work

In cases of emergencies (breakdowns, snow removal, etc.), employees called in for work shall be guaranteed two (2) hours of work if not contiguous with daily shift (whether Sunday or other day) which will be compensated at the regular overtime rate if the hours worked are in excess of a normal work week.

F. Building Closure

Employees shall receive their regular hourly wage if unable to enter or remain in the building due to clearly unsafe conditions (fire, gas, etc.). An employee must remain available for the balance of the shift in the event the unsafe condition is abated. It shall not be considered an unsafe condition when schools are closed to student attendance, unless so indicated by the Superintendent.

G. On Call List (Emergency Situations)

Up to a maximum of three (3) members of the collective bargaining unit may be placed on the emergency call list. Each person on the emergency call list will receive a \$350.00 bonus.

H. Education Reimbursement

Employees may submit for advance approval of the Superintendent or designee courses of study designed to improve their job skills and/or expertise. Such employee requests shall be in writing and shall include specific data indicating the value of the course to the employee's current duties. Such approval shall be non-precedential and within the

discretion of the Superintendent or designee. If approved, the employee shall be reimbursed the cost of the tuition of such course, provided the maximum reimbursement to any individual in any single school year shall be \$1000.00, excluding textbooks, consumable lab fees, and material fees. The maximum total reimbursement to bargaining unit members per school year pursuant to this section shall be \$5,000. The employee must notify the District via submission of a pre-approval request no later than 2 weeks prior to the start of any such course.

If the District requires additional training, such total cost shall be paid by the Board of Education.

I. Retirement Incentives

During the life of this contract, the Board will offer a Retirement Incentive Plan to members of the bargaining unit.

1. ELIGIBILITY

To be eligible for the Retirement Incentive Plan, the employee must meet all of the following criteria:

- a. Will have at least ten (10) years of full-time employment with the District in the bargaining unit at the time of retirement; and
- b. Will have attained the age of 55 or older at the time of retirement; and
- c. Will be eligible to retire and receive an annuity from the Illinois Municipal Retirement Fund (IMRF); and
- d. Will not cause the Board of Education to incur an IMRF excess salary payment (i.e. penalty) as a result of the retirement.

2. PROCESS

- a. The employee must submit a written, irrevocable notice to retire to the Human Resources Office no later than February 1st annually; and
- b. The retirement must occur on June 30 of either 2026, 2027, or 2028.
- c. Under no circumstance shall the employee's IMRF creditable earnings in the work year in which notice is given and in any subsequent work year prior to retirement increase by more than six percent (6%) from one year to the next.
- d. If the employee elects to retire earlier than initially declared and the Board incurs an excess salary payment (IMRF Penalty) as a result, the employee will be declared ineligible for any incentive and shall refund any increases already received under the Retirement Incentive Plan.

3. INCENTIVE

As an incentive for participating in the Plan, the Board will pay the eligible employees the following:

- a. A salary increase of six percent (6%) over the prior year's base salary for each work year of service until retirement, including in the work year notice is given and retirement occurs. In no event may the eligible employee's IMRF creditable earning increase annually by more than six percent (6%)
- b. A post-retirement lump sum payment for accrued, unused sick leave not reported to IMRF and used for the purchase of IMRF service credit. The amount of this lump sum will be calculated at the rate of \$25 for each such day up to a maximum of 100 days. This payment is not due and/or payable until at least 30 days following the employee's final day of employment.
- c. A post-retirement stipend calculated at \$400 for each full year of continuous employment with the District with no cap. This payment is not due and/or payable until at least 30 days following the employee's final day of employment. The employee shall be responsible for all taxes and payments required by law that may be applicable to the post-retirement payment.

J. Mileage

Employees who are required to use personal vehicles on the job will be reimbursed at the current IRS maximum allowable rate established by the Board of Education at the beginning of the fiscal year.

K. Hospital Insurance

Insurance coverage shall be available immediately after commencement of employment or as soon as the insurance carrier shall allow. The Board shall provide for each full-time employee a hospitalization program with comprehensive medical/surgical and major medical coverages no less than those in effect during the year prior to this Agreement.

In the event two (2) employees, regardless of bargaining unit, are and would qualify for one (1) family insurance plan, the employee with the earlier calendar year birth date (e.g. January precedes March) will be considered the named insured. The spouse will be covered under the family plan of the named insured. In such event, the Board shall pay 100% of the family premium.

The Board will pay 70% of health insurance premium cost for the low deductible PPO plans (employee pays 30%), 80% for the Health Savings Account (HSA) plan (employee pays 20%), and 80% for the HMO plans (employee pays 20%).

L. Life Insurance

Insurance coverage shall be available immediately after commencement of employment or as soon as the insurance carrier shall allow. The Board will provide each employee who works 1,000 hours a year with a \$20,000 term life insurance policy.

M. Dental Insurance

Insurance coverage shall be available immediately after commencement of employment or as soon as the insurance carrier shall allow. The Board shall provide for each full-time employee a dental insurance program with benefits no less than those in effect during the year prior to this Agreement.

For employees who currently have 100% dental coverage through the Board of Education, there will be no change. Employees enrolling in the dental plan after June 30, 2016 will pay 20% of dental premiums, Board will pay the remaining 80%. For all other current employees, employee will pay 20%, Board will pay 80% of dental premiums.

N. Definition of Full-Time Employee

For purposes of this Article, "full-time employee" means one who has a regular workweek of thirty (30) or more hours.

O. Long-Term Disability

The Board will endeavor to make a long-term disability plan available to employees, at employee expense contingent upon the requirements of the carrier, the insurance committee's recommendations, and other applicable factors.

P. Section 125 Plan

The Board will make available a Section 125 (medical flex-spending) Plan to employees. The participants in the plan shall bear all the individual costs thereof.

Q. 403(b) Plan

The Board will make a 403 (b) plan available to eligible employees, as defined in the Plan Documents.

Insurance for Retirees

Employees who retire from the District and who have participated in the District group health insurance program for the previous ten (10) years may elect to retain insurance coverage or may seek insurance elsewhere at their own expense. Such irrevocable

election shall be made no later than thirty (30) calendar days prior to the effective date of retirement. The Board shall reimburse the retiree the cost of single premium coverage or \$100 per month whichever shall be the lesser, from the date of retirement provided the employee shows proof of insurance. Such insurance coverage shall be for the retiree or

spouse, but may not be for the spouse only. This reimbursement shall terminate upon voluntary cancellation of such reimbursement by the retiree or the death of the retiree or after eighteen (18) calendar months whichever shall first occur.

R. Insurance Committee

The Association shall have no less than one (1) representative on the District-wide Insurance Committee. This committee shall have the responsibility of gathering pertinent information, and review of rates. The Committee shall periodically review the level and scope of benefits, as well as options for providers, brokers, and consultants, and may recommend changes to the Association and to the Board. The level of health/major medical benefits available to employees shall not be reduced during the term of this Agreement absent an agreement to such change between the Board and the Association.

ARTICLE X

GRIEVANCE

A. Definitions

1. Any claim by the Association or an employee that there has been a violation of the terms of this Agreement shall be a grievance.
2. As used herein, the term "days" shall mean employee work days. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

B. Informal Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communication. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as described in Article X, Section C below.

C. Formal Procedure

1. Step One: The employee or the Association may present a grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. Such grievance shall be submitted within fifteen (15) days of the occurrence of the grievance or within fifteen (15) days of when such occurrence should reasonably have become known, provided that no grievance may be initiated more than forty-five (45) days after the occurrence of the event giving rise to the grievance. A written grievance shall state the sections of the Agreement allegedly violated and the requested remedy. Within ten (10) days of the meeting, the employee and the Association shall be provided with the supervisor's written response.
2. Step Two: If the grievance is not resolved at Step One, then the employee or the Association may refer the grievance in writing to the Superintendent or designee within ten (10) days after receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the employee and the Association shall be provided with the written response of the Superintendent or designee.
3. Step Three: If the Association is not satisfied with the disposition of the grievance at Step Two, the Association may submit the grievance to binding arbitration. If a

written demand for arbitration is not filed within fifteen (15) days of the date for the Step Two answer, then the grievance shall be deemed withdrawn.

Either American Arbitration Association or FMCS (Federal Mediation and Conciliation Service) shall act as the administrator of the proceedings. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall base the decision solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The arbitrator shall have no power to alter, add to, modify, delete, or amend the terms of the Agreement in rendering a decision.

D. General Provisions

1. Each party shall bear the full costs of its representation in an arbitration. The cost of the arbitrator and AAA or FMCS shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association.
2. The employee grievant shall be allowed representation of his choosing at any step of the formal procedure. When an employee is not represented by the Association, the Association may be present as an observer at all meetings.
3. If an employee is required by the Board to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay.
4. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.
5. The failure of the employee or Association to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
6. If the Association and Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

E. Non-Reprisal

No reprisals of any kind shall be taken by the Board of Education or the school administrators against the aggrieved person, the grievance representative, the grievance committee, the Association or any other participant in the grievance procedure by

reason of such participation. Nor shall reprisals of any kind be taken by the Association or members thereof against the Board of Education and/or its representatives by reasons of their participation in the grievance procedure.

F. Cooperation by the Board of Education

The Board and administration will cooperate with the Association in the investigation of any grievance, and further, will, within the parameters of the law, furnish the Association with the information upon which the grievance is based.

G. Records

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

H. Withdrawal

A grievance may be withdrawn or resolved at any level without establishing precedent and if withdrawn shall be deemed as though never having been filed.

ARTICLE XI

EFFECT OF AGREEMENT AND DURATION

A. **Severability**

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

B. **Complete Understanding**

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

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right to make proposals with respect to any matter not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The parties each further agree that they shall not be obligated to bargain collectively during the term of this Agreement with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. **No Strike**

During the term of this Agreement and any extension thereof, neither the Association nor any member of the bargaining unit shall engage in, authorize or instigate any strike or other illegal concerted activity (sympathy strike, work stoppage, or withholding of services) directed against the Board.

D. **Duration**

This Agreement shall be effective upon the date of its execution, provided the salary schedule and fringe benefits shall be effective as of July 1, 2025, for all employees of record as of such date of execution and shall continue in effect through 11:59 p.m. on June 30, 2028.

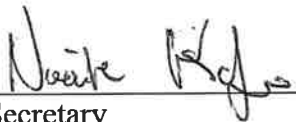
FOR THE ASSOCIATION:



President

6/6/25
Date

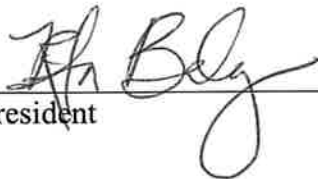
ATTEST:



Secretary

6/6/25
Date

FOR THE BOARD:



President

5/22/25
Date

ATTEST:



Secretary

5-22-25
Date

