CONTRACTUAL AGREEMENT

between

BOARD OF EDUCATION
DUPAGE HIGH SCHOOL DISTRICT 88
2 Friendship Plaza
Addison, Illinois, 60101

and

Service Employees' International Union, Local No. 73,
"Change to Win" (CTW)

July 1, 2014 through June 30, 2018

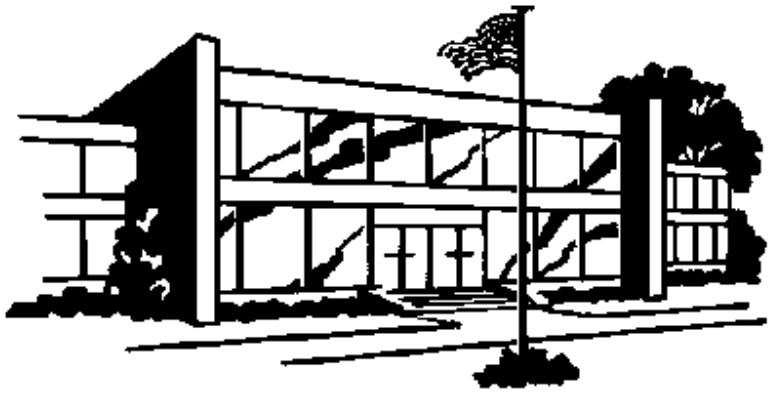


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DU PAGE HIGH SCHOOL DISTRICT 88

Du Page County, Illinois

A G R E E M E N T

WHEREAS, the Board of Education of High School District 88 ("Board") and Service Employees' International Union, Local No. 73, Change to Win (CTW) ("Union") have endorsed voluntarily the practices and procedures of collective bargaining as a fair and orderly way of conducting the Board's relations with its Custodial/Maintenance employees insofar as such practices are appropriate to the obligation of the Board to retain the right to operate the School District in a responsible and efficient manner and are consonant with the paramount interests of the public and the students in the school system;

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Board and the School District by the statutes of the State of Illinois;

AND WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and other conditions of employment of the employees covered by this Agreement, and to provide an orderly and prompt method for handling and processing grievances;

NOW THEREFORE, the parties agree with each other as follows:

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of the Agreement, the Board retains exclusively to itself the traditional rights to manage the custodian and maintenance services and to direct its employees, including, but not limited to, the following: to direct, plan, and control operations; to change existing methods, equipment, and facilities and/or to introduce new or improved ones; to terminate, in whole or in part, operations; to utilize suppliers and sub-contractors; provided, however, in the event the Board should decide to subcontract any work presently being performed by employees covered by this Agreement, the Union shall be notified in advance and the parties shall meet for the purpose of discussing the effects of such subcontract; to determine what services shall be performed; to establish and change the hours of work; to select, hire, and transfer employees; to assign them to work as needed; to assign overtime; to promote and demote, suspend, discipline, and discharge employees for just cause to make and enforce reasonable rules not inconsistent with the provisions of the Agreement; to lay off and to relieve employees from duty because of lack of work or other legitimate reasons.

ARTICLE I - **Recognition and Dues Check Off**

a. The Board recognizes the Union as the exclusive collective bargaining representative for the Custodial/Maintenance employees of DuPage High School District 88 excluding foremen and supervisors.

b. The Board agrees to inform all present Custodial/Maintenance employees and all new custodial/maintenance employees hired after the signing of this agreement that Local 73, Service Employees' International Union, AFL-CIO, is the exclusive representative of all employees in the unit. Both parties understand and agree that no employee of the school district shall be coerced or intimidated by anyone to either join or to not join the Union.

c. Providing that the employee signs and submits to the School District Business Office an authorization for check off of regular dues on forms as provided by the Union and agreed to and accepted by the Board, subject to limitations elsewhere in this Agreement, the Board agrees to deduct from the wages of employees who begin and/or are members, regular monthly dues uniformly required as a condition of Union membership and levied in accordance with the Constitution and By-Laws.

Fair Share

All employees who are not members of the Union shall, commencing on the effective date of this Agreement, or one hundred eighty (180) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law. The provisions of this section shall not apply to any employee who is a member of the bargaining unit but did not belong to the Union as of April 1, 1985, except and unless such employee at some future date voluntarily agrees to either pay fair share or become a member of the Union.

The Union shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Union.

Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714 (b) (1) of the Illinois Educational Labor Relations Act. Upon any such filing and notice of such to the Union, the Union shall place in an interest-bearing escrow account, separated from other funds held by the Union, the amount of each objector's fair share payments made, and to be made, pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

If a non-member employee declares the right of non-association based either upon bona fide religious tenets, or teachings of a church or religious body of which such employee is a member,

or upon philosophical differences, such non-member shall be required to pay an amount equal to his or her proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Union from a list compiled by the Union and the Board. If the affected employee and the Union are unable to reach an agreement on the matter, the employee may select a charitable organization for receipt of the payment from an approved list established by the Illinois Educational Labor Relations Board.

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 forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

ARTICLE II - **Seniority**

a. An employee's seniority shall be his/her continuous length of service from date of hire. The first 180 days of employment is a probationary period during which time the Union shall not represent the employee. No paid sick or vacation leave will be approved for probationary employees. Upon successful completion of the probationary period, seniority is retroactive to date of hire.

b. Seniority shall be the primary consideration for custodians in layoff, recall, and shift preference. Vacant or newly-created custodial jobs will be awarded to the best qualified candidate. Higher rated classifications shall emphasize performance evaluations and seniority where skill and ability is relatively equal.

c. Temporary shift changes for individual employees may be made from time to time for projects of a non-emergency nature, due to the operational requirements of the District. The employee shall be given a minimum of 30 days notice of the temporary shift change. Shift differential shall be maintained during the temporary assignment as though the employee was on his/her regularly assigned shift.

d. Vacancies or newly created jobs shall be posted for five (5) working days on Union bulletin boards. Bids shall be carefully evaluated and filled in accordance with the above. Employees awarded positions shall be given a 60 day training period in which to qualify, and if unable to perform, shall be returned to his/her original job.

   During the 60-day period, employee shall receive the step/rate for the job. Unsuccessful bidder shall, upon request, be given a letter stating why his/her bid was not accepted.

e. When transfers are made from one shift to another as a result of changes caused by reorganization of the work force, the following factors will be considered:

1. Any individual whose section has been transferred to another shift shall have the right to retain that section on the new shift.

2. Any sections, which are not filled by number 1 above, shall be posted as vacancies.

3. Any individual who has had his/her section transferred to another shift and who does not desire to retain his/her current section shall be entitled to bid for only one (1) vacancy created by number 2. The principle of seniority with due consideration given to skill, ability, and physical fitness shall apply to the filling of such vacancies.

f. No employee can "bump" another employee from his/her present position regardless of seniority.

g. Employees will lose seniority with the District in the event of discharge or voluntary quit. Employees who are laid off and are subsequently rehired within one year from the original date of lay-off shall retain their original date of hire for purpose of determining seniority. Recall of laid off employees shall be in seniority order provided that the employee reports for such employment within 48 hours after notification by certified mail. Such right of recall shall not extend beyond one (1) calendar year from the layoff date.

h. Any individual who wishes to apply for a different position should express interest through the internal application system.

ARTICLE III - **Hours of Work**

a. The standard work day shall consist of eight (8) consecutive hours. The standard work week shall consist of forty (40) hours, Monday through Friday.

b. The District may assign one Maintenance staff member at each building to a first shift position whose standard work week shall be Tuesday through Saturday. Assignment to these positions shall be made from (a) volunteers (b) least senior qualified person by building.

c. If more than one Maintenance staff member at each building volunteers for the Tuesday through Saturday work week and the operational needs of the District are such that they require this schedule, the District may assign from the volunteers, on a temporary basis, additional Maintenance staff to work this schedule. Volunteers for this temporary assignment will be requested on a semi-annual basis. Maintenance workers assigned to the Tuesday through Saturday work week shall be limited to a maximum of eight (8) Saturdays allowed as vacation days per school year.

d. Starting and quitting times shall be established from time to time by the Board. A shift as used here and elsewhere in the contract shall consist of a minimum of three employees in the custodial and maintenance areas. Guidelines for starting and quitting times are as follows:

First Shift - Starting time - 5:00 a.m. to 9:00 a.m.
(8 hour schedule including half an hour for lunch)

Second Shift - Starting time - 1:00 p.m. to 5:00 p.m.
(8 hour schedule including half an hour for lunch)

Third Shift - Starting time - 8:30 p.m. to 12:30 a.m.
(8 hour schedule including half an hour for lunch)

Each shift shall include one (1) rest period of 15 minutes.

Based upon operational requirements and for the convenience of the schools, changes in the above schedules may be made by the Board with two (2) weeks notice being given all employees affected by changes prior to the changes taking effect.

The provisions of Article II b and II c do not apply to changes in the hours of work or shifts which are made as a result of implementing summer schedules or implementing changes caused by reorganization of the work force or changes in starting times within the above guidelines.

*The work schedule during the summer months (generally for 10 weeks), beginning the first work day after teacher check out day through the Friday before the 10-month clerical employees return to work in August, shall be as follows:

First Shift:
Monday: through Friday 7:30 a.m. – 3:30 p.m.

Second & Third Shifts:
Monday through Friday 3:30 p.m. – 11:30 p.m.

e. All overtime work must be approved by the Chief Financial Officer or his/her designee. The overtime rate shall be time and one-half the regular rate. Sunday & Holiday overtime work will be paid at two (2) times the employee's hourly rate. The overtime rate will be paid for all work performed in excess of forty (40) hours in any standard work week. There shall be no duplication or pyramiding of overtime. No excused or unexcused absence shall be used to calculate the forty (40) hours.

Any employee required to return to the job for overtime work due to an emergency after having left the premises shall be guaranteed a minimum of two (2) hours work at the overtime rate. The two (2) hour call back does not apply to scheduled overtime.

All scheduled overtime for Maintenance staff members on Saturday shall be a minimum of two (2) hours. All scheduled overtime for the Custodial staff members shall be a minimum of two (2) hours.

Cancellation of overtime by the District shall be paid two hours to the scheduled employee, unless the cancellation is due to factors outside the control of the District (including, but not limited to, inclement weather, unsuitable conditions as determined by the Director of Building and Grounds resulting from inclement weather, similar acts of God, or labor disputes between parties other than the Board and the Union). Notice of cancellation shall be given not less than 48 hours prior to the event.

f. An effort shall be made to equalize all overtime among the Custodial and Maintenance employees of the District insofar as practicable, although it should be clear that the overtime work needed at a given time cannot always be performed by every employee who may be eligible at that particular time. Records shall be maintained in proper form showing the distribution of overtime work. They shall be posted on the bulletin board about the first of each month. The overtime work record of each employee should be available to the employee upon written request.

g. Any employee who fails to accept the opportunity to work overtime when it is his/her turn will forfeit the opportunity to perform those overtime hours until the next rotation of overtime assignments. Forfeited overtime opportunities cannot be made up at a later date. Overtime will be assigned in reverse seniority order on a rotational basis. Any employee assigned overtime, who due to a valid reason cannot fulfill the assignment, must find an acceptable substitute to fulfill the assignment.

h. A time clock shall be maintained in the custodial office of each school, and each employee shall be required to punch in and out when going to work and also when leaving at the end of his/her tour of duty. The employee will also punch in and out when leaving the building for any approved, non-work related reason.

i. If the Superintendent declares an official “emergency closing day”, Custodial and Maintenance staff members will not report for work and will receive their regular straight time salary for the day; however, due to the operational requirements of the District, it may be necessary to utilize Custodial or Maintenance staff members for overtime work. Custodial and Maintenance staff members, unless they have already been advised to report for work, are required to call in to a District designated phone number between 45 and 90 minutes prior to the start of their shift to determine if they will be required to report for duty. If they are required to report for duty, they will be paid at the rate of time and one-half the regular hourly rate for the hours actually worked in addition to being paid for the emergency closing date at his/her regular rate. If they are required to report for work, refusing the assignment could result in a loss of the regular straight time salary for the day.

j. Annually the District shall schedule, on a teacher institute day or any other normal work day it deems appropriate, one half-day in-service for its Custodial/Maintenance staff. The

purpose of these in-service days shall be to promote safety and complete government mandated training sessions for the District's Custodial/Maintenance employees. Attendance by all Custodial/Maintenance staff members will be mandatory.

ARTICLE IV - **Injury on Job**

In case an employee is so injured while carrying out their assigned duties during working hours that he/she cannot return to work the next day, or returns to work the next day and determines that the injury is debilitating enough to keep him/her from performing his/her duties, the Board shall pay to the employee his/her full salary for each day of absence attributable to the injury, not to exceed three (3) working days. After the third day of absence a doctor's certificate will be required by the Board of Education. The Board of Education reserves the right to specify the doctor. During this three (3) working day period, any indemnity payments made to the injured employee under Worker's Compensation coverage shall be endorsed by him/her and deposited by the Chief Financial Officer or his/her designee to the funds of the School District. If the injury forces the employee to be absent from work beyond the three (3) working day period, the employee may file for disability benefits under the Illinois Municipal Retirement Fund and shall retain any further compensation checks due him/her. It is further understood that no sick leave accumulated to the credit of any employee will be deducted for time off because of an injury incurred while carrying out their assigned duties.

Here and in all other instances, in the contract, "Doctor" shall be interpreted to mean "someone licensed to practice medicine in the state of Illinois".

ARTICLE V - **Sick Leave**

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. For purposes of this section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

a. The maximum number of sick leave days which may be earned each fiscal year is limited to ten (10) for the first three (3) years, then twelve (12) days per year beginning with the fourth year. The fiscal year begins on July 1 of a given calendar year and ends on June 30 of the following calendar year. Employees hired after July 1 of a given year will have sick leave prorated for the balance of that fiscal year.

b. Total credit allowed for any fiscal year shall not exceed twelve (12) days as indicated above. Any days not used in any one year may be added to the next year's allowance up to a maximum of 240 calendar days.

c. Any employee absent for more than five (5) consecutive school days shall notify the office of Human Resources. Certification forms will be provided to the employee for completion by a health care provider authorizing fitness to return to duty. A written

doctor's statement may also be required, even for periods of less than five (5) consecutive days when absences become frequent, recurring, or when an employee calls in sick on the day before or after a holiday or vacation.

ARTICLE VI - **Personal Leave**

An employee shall be allowed full pay for not more than three (3) days per year while absent on account of conditions which must be handled during regularly scheduled working hours.

Personal leave for newly hired employees shall be prorated based upon the date of hire.

Personal leave days shall be immediately available for use as sick leave and unused personal leave days shall, at the end of each school year, accumulate as unused, available sick leave.

The request for leave, in all cases except unforeseen and unavoidable circumstances, shall be made in writing forty-eight (48) hours in advance to the Director of Buildings and Grounds.

Leave is not to be used immediately before or after a holiday, vacation period or during the first or last week of the school year except for circumstances that are beyond the control of the employee and cannot be usually anticipated.

ARTICLE VII - **Bereavement Leave**

An employee shall be allowed full pay for up to three (3) working days of absence for each occurrence of a death of an immediate family member.

The request for bereavement leave, in all cases, shall be made in writing at least two (2) days in advance to the Director of Buildings & Grounds.

The Chief Financial Officer or his/her designee may, at his/her discretion and without precedential effect, grant additional bereavement leave which shall be deducted from sick leave. The Chief Financial Officer or his/her designee may also waive, without precedential effect, the two (2) day advance written notice.

For purposes of this section, "immediate family" shall be defined as in Article V.

ARTICLE VIII - **Family and Medical Leave**

District 88 provides Family and Medical Leave in accordance with the Family and Medical Leave Act of 1993 ("FMLA"). Employees who have been employed in a full time capacity for at least one (1) year *and* for at least 1,250 hours during the preceding 12-month period are eligible for family and medical leave. Such leave shall be unpaid unless accumulated sick or vacation days are available to the employee.

Spouses employed by the district are jointly entitled to a *combined* total of sixty (60) work days of family leave for the reasons listed below.

Reasons for Leave

All employees who meet the applicable time of service requirements may be granted family or medical leave for a period of sixty (60) work days for the following reasons:

1. The birth of a child, or placement of a child with you for adoption or foster care
2. Your own serious health condition
3. Because you are needed to care for your spouse, child or parent due to his/her serious health condition
4. Because of a qualifying exigency arising out of the fact that your spouse, son/daughter or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves
5. Because you are the spouse, son/daughter, parent or next of kin of a covered service member with a serious injury or illness

The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the birth or placement. For leave reasons of birth or placement of the employee's child, intermittent and reduced schedule are not permitted.

Procedure for Requesting Leave

In all cases, an employee requesting leave must complete the "Request for Leave of Absence" application and return it to the office of Human Resources. The completed application must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave.

An employee intending to take family or medical leave because of an expected birth or placement, or because of a planned medical treatment, must submit an application for leave at least thirty (30) days before the leave is to begin. If leave is to begin within thirty (30) days, an employee must give notice to the office of Human Resources as soon as the necessity for the leave arises.

In the case of a request for intermittent or reduced schedule leave, or leave for planned medical treatment, the employee shall make every reasonable effort to schedule the leave so as not to unduly disrupt the District's operations.

Medical Certification

An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the employee is needed to care for a spouse, child or parent, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of his or her job.

Benefits Coverage During Leave

During a period of family or medical leave, an employee will be retained on the District's health plan under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions that he or she made to the plan before taking leave. In addition, employees will be given a copy of the formula used to calculate how his/her salary may be prorated or otherwise affected as a result of the leave.

The continuation of benefits pursuant to this policy ends on the effective date of the notification to the office of Human Resources of the employee's intent not to return to work. Benefits will also end when the employee fails to return to work on the scheduled date, unless an emergency exists preventing such a return, or if the employee exhausts his or her family and medical leave rights.

Employees who fail to return to work without good cause shown, shall be required to repay the cost of all insurance benefits provided during the leave.

Restoration to Employment Following Leave

An employee returning from Family and Medical Leave will be restored to his or her old position *or* to a position with equivalent benefits, pay and other terms and conditions of employment.

In the event the *Family Medical Leave Act* of 1993 is repealed, then this section shall, as of the date of repeal, no longer be in force and effect.

ARTICLE IX - **Jury Duty**

a. An employee called for jury will reimburse the school district for the daily fee received for jury duty while continuing to receive regular salary from the district.

b. The employee may retain jury duty pay for travel, food and other expenses incurred in performing such jury duty.

ARTICLE X - **Leave of Absence and Military Leave**

A leave of absence without pay may be granted by the Board of Education, upon written application, for such reasons as ill health or military service. For cases of ill health, a doctor's statement regarding the medical reasons for the leave shall accompany the application. No leave shall commence without written approval of the requested leave from the Board President, or his/her designee. No employee, however, shall be granted a leave of absence to seek employment elsewhere. For leave of absence for military service, the provisions of the Selective Service Act shall apply. Seniority shall continue to accrue only for leaves of absence due to military service.

ARTICLE XI - **Vacation**

Vacation pay is received at the beginning of each fiscal year (i.e., July 1). Employees hired after July 1st will receive vacation on a pro-rata basis. Annual vacation credit will be determined by "Years" as defined in Article XVI as it pertains to "step" advancement. First year employees will not be able to use vacation benefit time within the first six months of employment. Employees whose employment is terminated prior to June 30 of any fiscal year are entitled to vacation pay, on a pro-rata basis, for that fiscal year.

Employees are to use their vacation days for each fiscal year (July 1 to June 30) prior to December 1 of the following fiscal year.

Annual, original vacation requests are due by March 30 of each year. Employees shall be notified if their vacation time is approved no later than May 15.

Eligibility for vacation time varies with length of service.

Length of Service

Years	Number of Days Vacation
1	5
2	10
4	12
16	15
17+	20

a. It is possible for employees to request (in writing) additional time off, without pay. The request must be made to the Chief Financial Officer or his/her designee. If such approval is granted, it will not be construed as adversely affecting the employee's seniority or accumulated vacation credits.

b. Based on each employee's approved original vacation request each year, the District shall not schedule weekend overtime assignments for the employee on the weekend before and the weekend after the employee's scheduled vacation. (Shall apply to full week vacations only (including Holidays)).

d. Vacation requests other than the approved original vacation request (or changes in the original approved vacation request) shall be made in writing five (5) working days in advance to the Director of Buildings & Grounds and approval or denial acknowledgement will be provided either verbally or in writing by the 4th day.

e. Will not be paid for a vacation day if absent the working day before or working day after, unless a doctor's note is provided upon your return to work.

ARTICLE XII - **Paid Holidays**

If school is not in session, employees will be allowed time off with full pay for the following holidays:

Martin Luther King's Birthday	Independence Day
Memorial Day	Last working day preceding Christmas Day
Labor Day	Christmas Day
Columbus Day	Last working day preceding New Year's Day
Casimir Pulaski's Birthday	New Year's Day
Thanksgiving Day	President's Day
Day after Thanksgiving Day	Day before Thanksgiving Day

In the event that any of the designated holidays fall on a Saturday, the preceding day shall be observed as the holiday, provided school is not in session.

In the event that any of the designated holidays fall on a Sunday, the following day shall be observed as the Holiday, provided school is not in session.

In the event that any of the designated holidays fall on a weekend and the preceding Friday and the following Monday school is in session, all Custodial and Maintenance staff are expected to work their regular shift. In lieu of the holiday, a day shall be added to the employee's vacation allowance for the following year.

In the event that an employee is required to work on a designated holiday, he/she shall receive pay at the rate of double (2 times) the regular hourly rate for those hours actually worked in addition to being paid for the holiday at his/her regular rate.

If one of the holidays currently listed above is eliminated by the State or by District waiver and school is in session on that day, Custodial/Maintenance staff will be required to report to work that day. For any additional holidays eliminated or waived, the Custodial/Maintenance staff will be required to report to work but, they will be awarded an additional vacation day during the following year.

Good Friday, while not an official state holiday, will be a non-attendance day for Custodial/ Maintenance employees, provided that school is not in session. If school is in session, then all

Custodial/Maintenance employees will be expected to report to work; however, they shall be allowed an additional vacation day in the following fiscal year.

Will not be paid for a paid holiday day if absent the working day before or working day after, unless a doctor's note is provided upon your return to work.

ARTICLE XIII - **Grievances**

Should alleged violations of specific sections of the contract arise between the employee and the Board concerning the interpretation or application of any of the terms of this Agreement, an earnest effort shall be made to settle all such matters immediately by free and open discussions. A meeting will be held within five (5) working days of the incident between the employee, the Union Steward and the Building Foreman in an attempt to settle this matter.

a. If a satisfactory settlement is not reached, then the Union steward shall present the grievance in writing to the Director of Buildings and Grounds within seven (7) working days of the meeting noted above.

b. If a satisfactory settlement is not reached within five (5) working days thereafter, the employee and the Union steward shall have an additional five (5) working days in which to present the alleged violation of the contract in writing to the Director of Human Resources or his/her designee stating the specific article or section of the contract allegedly violated, whenever possible.

c. If the employee achieves no satisfactory settlement within five (5) working days, the Union has an additional five (5) working days in which to request in writing that the Superintendent or his/her designee review the appeal or otherwise make a decision on the merits of the employee's grievance. The Superintendent or his/her designee shall have fifteen (15) days in which to render a decision; he/she may hold a hearing should he/she determine such is necessary for an informed disposition of the matter.

d. If the grievance is not resolved satisfactorily in Step C above, the Union may appeal in writing to the Board within five (5) working days following the Superintendent's decision. The Board may hear the matter no later than thirty (30) days after receiving the written appeal and may render its decision no later than ten (10) days thereafter. If the Board chooses not to hear the matter, it shall give written notice of its decision not to do so within twenty (20) days from receipt of the appeal.

e. If the grievance is not resolved satisfactorily in Step D and the Union desires further appeal, the Union may appeal in writing to the Board within twenty (20) days thereafter requesting impartial binding arbitration. The parties shall attempt to agree upon an arbitrator within twenty (20) calendar days after receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the twenty (20) calendar day period, the parties shall request an arbitrator from the Federal Mediation and Conciliation Service. The arbitrator's authority shall be specifically limited

to an interpretation of a specific provision, or provisions, of the agreement as applied to the facts of the written grievance involved. The arbitrator shall have no power to alter, amend, modify, add to or subtract from the provisions of this agreement. The decision of the arbitrator will be accepted as final by both parties and both will abide by it. The fees and expenses of the arbitrator shall be shared equally by the parties. All other fees, expenses and costs shall be borne by the party incurring such.

The Union and the Board may not present any material, allegation, or remedy that was not presented in Article XIII-C or D if an arbitration hearing is held.

f. Unless by mutual agreement the time restrictions are waived, any grievance not appealed to the next step of the above procedure within the time limits set forth above, shall be deemed to have been settled.

g. An employee may request to be represented at any appeal hearings by the Union at the time the appeal is made.

h. Any grievance not appealed after denial by the Board or the Administration shall bar later filing of the same or substantially same grievance.

i. In all cases above, reference to "working days" shall mean those days in which the District offices are open for normal business.

ARTICLE XIV - **Stewards**

Two (2) Union stewards at each campus shall be selected by the Union and recognized by the Board. The Union shall furnish the Chief Financial Officer and Director of Buildings and Grounds with a list of the current stewards.

ARTICLE XV - **Miscellaneous**

a. An employee shall have access to records concerning payment of his or her salary and deductions there from and also to human resources records concerning his or her employment. All inquiries shall be in writing through the Director of Human Resources.

b. Lunchroom facilities shall be provided for employees. All approved breaks shall be taken in the area designated.

c. Custodians doing maintenance work on a temporary job basis will be paid at the top maintenance rate (excluding shift differential) for the duration of the assignment.

d. The Board considers it important for Custodial and Maintenance employees to present a neat appearance when on duty. The Board will provide a partial uniform of five shirts and five trousers to Custodial/Maintenance employees at the end of the probationary period,

and the employees are responsible for keeping them laundered and in good repair. The employee has the option of substituting one shirt for one pair of trousers or one pair of trousers for one shirt.

The Board will also provide one jacket to employees at the end of the probationary period.

The Board will provide winter wear for employees that are assigned full time outside duties. Gear will consist of a jacket and bib overalls. Gear will be replaced on a consistent schedule - no sooner than every 2 years.

The Board will furnish each employee with four (4) 100% cotton T-shirts annually which are only to be worn during the summer months when school is not in session. During summer recess, when school is not in session, appropriate short pants may be worn but will not be provided by the Board. Appropriate shorts are defined as (1) pants that match the color and style of your uniform, (2) no cut-offs or jeans, (3) pants kept in a clean and neat fashion. Employees are required to keep a pair of long pants at work to wear for specific jobs that require long pants (i.e.: glass cutting, welding, etc.)

e. Employees required to attend training sessions shall be compensated for attendance plus necessary expenses directly connected therewith.

f. It is the responsibility of the employee, when absence is necessary, to notify his/her immediate superior (the foreman) or the Chief Financial Officer or his/her designee at least two (2) hours before the start of his/her work shift (except in case of extreme emergency such as sudden and catastrophic illness, accident on way to work, etc.) giving reason for such absence. Failure to call may result in a docking for the day. Emergency telephone numbers to call will be furnished to each employee.

g. All Custodial and Maintenance employees are covered by the provisions of the Illinois Municipal Retirement Fund. Each regular operating employee is required by statute to contribute on a withholding basis to the I.M.R. Fund. The rate is established by the Fund, and it may fluctuate from year to year.

h. When a vacancy occurs in the table of organization which would be a promotion for employees in a less critical classification, the administration will post the vacancy listing the qualifications in each school at least five (5) days before the job is to be filled.

Any employee who feels he/she meets the necessary qualifications, should express interest through the internal application system. Any employee who has applied in writing for a vacancy which would be a promotion for the employee will receive a written response after a decision has been made.

i. In the event an employee is not promoted to a position for which he/she has applied, the employee may request a conference with the Director of Human Resources or his/her designee for the purpose of identifying work related skills needing improvement.

j. An evaluation of every new employee will be made by his/her supervisor a minimum of four (4) times during the first year of employment. Thereafter, evaluations will be made a minimum of once each year. The employee will receive a copy of each evaluation for which he/she will sign to indicate only that he/she has received it. If, after having reviewed the evaluation, the employee feels the need to discuss the evaluation, he/she may request such a meeting with his/her immediate supervisor (the foreman). This request must be made within three (3) working days following the receipt of the evaluation. The employee may, at his/her discretion, have present with him/her at his/her conference any individual of his/her choice available at the time scheduled for the. If the employee wishes, after the meeting with his/her supervisor, he/she may make an appointment to discuss the evaluation further with the Director of Buildings & Grounds. After this meeting, the employee will receive a written response confirming the meeting. The employee may submit a written response to their evaluation to the Director of Buildings and Grounds. This response may, at the employee's request, be placed in his/her human resources file.

k. Employees who are licensed to perform asbestos abatement or pesticide spraying shall be paid an additional $2.00/hour above the beginning maintenance rate or the employee's maintenance rate, whichever is higher, for those hours actually spent assigned to this type of work.

l. Annually, two (2) members of the Maintenance staff and two (2) members of the Custodial staff will meet with the Building Foremen to prepare recommendations for District tool and equipment purchases.

m. A standing committee which includes two (2) Custodial/Maintenance employees selected by the Union shall meet annually with the Board or its designated representatives to review the insurance program, with the purpose of reviewing and suggesting improvements, additions or revisions in the existing program.

The Insurance Committee will be advisory only, but it must be consulted and given an opportunity to review and make recommendations on any potential changes in the provider and plan benefits at least 180 days in advance of implementation of any such changes.

n. The District will maintain a tax-sheltered annuity program that conforms to all the requirements of applicable law; the employee and/or participating annuity companies shall be solely responsible for payment of all plan administration costs. All annuity companies must follow federal rules and regulations regarding tax-sheltered annuities. The Union president shall be notified of any Third-party tax-sheltered annuity management company selected by the Board to administer the tax-sheltered annuity program.

o. The required Custodial/Maintenance contribution to IMRF will be tax-sheltered by the Board. The Union and the employee will defend and hold harmless the Board and its agents with respect to this payment to IMRF. If the Internal Revenue Service or a court of

competent jurisdiction shall hold that the Board lacks authority to make such payments, or that such payments are not excludable from income, the Board shall promptly commence withholding federal and state taxes from such payment.

p. The Union shall be allowed a Union bulletin board in an agreed upon area for use by the Union. The items posted by the Union shall not be political, partisan, or defamatory in nature.

ARTICLE XVI - **Compensation**

SEE SALARY SCHEDULE FOLLOWING PAGES

1. Custodial Schedule = 1 - 7

2. Maintenance Schedule = 1 – 4

3. Stipends:

2014-2015 SY

a.	Second shift assignment	= $65.80/month
b.	Third shift assignment	= $81.00/month
c.	Athletic equipment room assignment	= $12.00/month
d.	Laundry room assignment	= $14.50/month
e.	Third shift lead	= $90.00/month

2015-2016 SY and after

a.	Second shift assignment	= $70.80/month
b.	Third shift assignment	= $86.00/month
c.	Athletic equipment room assignment	= $17.00/month
d.	Laundry room assignment	= $19.50/month
e.	Third shift lead	= $95.00/month
f.	Grounds Crew	= $20.00/month

4. Longevity Stipend

Employees hired before July 1, 2014 will be eligible for a longevity stipend as determined by their length of service on November 1st of each contract year as follows:

Custodial and Maintenance
2014-2015 & 2015-2016

5 – 9 years	$340.00
10 – 14 years	$390.00
15+ years	$440.00

Custodial and Maintenance
2016-2017

5 – 9 years	$350.00
10 – 14 years	$400.00
15+ years	$450.00

Custodial and Maintenance
2017-2018

5 – 9 years	$360.00
10 – 14 years	$410.00
15+ years	$460.00

The longevity stipend will be paid in December of each contract year.

Employees hired after July 1, 2014 will be eligible for a longevity stipend as determined by their length of service on November 1st of each contract year as follows:

Custodial and Maintenance

8 – 9 years	$360.00
10 – 14 years	$410.00
15+ years	$460.00

The longevity stipend will be paid in December of each contract year.

5. On July 1 of each year, the employee shall receive the annual increase for their salary step and will gain one salary step. New Employee's hired after July 1 but before December 31st will receive full step advancement as of the coming July. Those hired after December 31st will not advance until completing a full twelve months of employment to be recognized effective as of the coming July. This procedure shall be followed year to year until the top step for their classification is reached; at this point they shall receive only the contract salary increases for the top step within their classification.

6. Regular custodial work is work involving strenuous physical effort such as, but not limited to: (1) use of power machinery (scrubbing machines, lawn mowers, etc.); (2) climbing ladders to clean surfaces such as windows; (3) carrying trash containers in excess of 30 gallons; and (4) carrying furniture and materials in excess of 20 pounds.

SALARY SCHEDULE
2014-2015

CUSTODIAL

Step	Hourly	Bi-Monthly	Monthly	Annually
Custodial Probationary	$17.96	$ 1,556.33	$ 3,112.66	$ 37,351.89
1	$18.98	$ 1,645.00	$ 3,289.99	$ 39,479.91
2	$19.81	$ 1,717.13	$ 3,434.25	$ 41,211.02
3	$20.65	$ 1,789.35	$ 3,578.69	$ 42,944.31
4	$21.48	$ 1,861.56	$ 3,723.13	$ 44,677.55
5	$22.31	$ 1,933.78	$ 3,867.57	$ 46,410.82
6	$23.15	$ 2,005.91	$ 4,011.83	$ 48,141.94
7	$23.70	$ 2,054.06	$ 4,108.12	$ 49,297.47

SALARY SCHEDULE

2014-2015

MAINTENANCE

Step	**Hourly**	**Bi-Monthly**	**Monthly**	**Annually**
Maintenance Probationary	$22.49	$ 1,949.24	$ 3,898.47	$ 46,781.67
1	$23.70	$ 2,054.06	$ 4,108.12	$ 49,297.47
2	$24.53	$ 2,126.28	$ 4,252.56	$ 51,030.72
3	$25.37	$ 2,198.41	$ 4,396.82	$ 52,761.83
4	$26.48	$ 2,294.70	$ 4,589.41	$ 55,072.88

SALARY SCHEDULE
2015-2016

CUSTODIAL

Step	Hourly	Bi-Monthly	Monthly	Annually
Custodial Probationary	$18.23	$ 1,579.67	$ 3,159.35	$ 37,912.17
1	$19.27	$ 1,669.67	$ 3,339.34	$ 40,072.11
2	$20.11	$ 1,742.88	$ 3,485.77	$ 41,829.19
3	$20.96	$ 1,816.19	$ 3,632.37	$ 43,588.47
4	$21.80	$ 1,889.49	$ 3,778.98	$ 45,347.71
5	$22.65	$ 1,962.79	$ 3,925.58	$ 47,106.98
6	$23.49	$ 2,036.00	$ 4,072.01	$ 48,864.07
7	$24.06	$ 2,084.87	$ 4,169.74	$ 50,036.93

SALARY SCHEDULE
2015-2016

MAINTENANCE

Step	Hourly	Bi-Monthly	Monthly	Annually
Maintenance Probationary	$22.83	$ 1,978.48	$ 3,956.95	$ 47,483.40
1	$24.06	$ 2,084.87	$ 4,169.74	$ 50,036.93
2	$24.90	$ 2,158.17	$ 4,316.35	$ 51,796.18
3	$25.75	$ 2,231.39	$ 4,462.77	$ 53,553.26
4	$26.87	$ 2,329.12	$ 4,658.25	$ 55,898.97

SALARY SCHEDULE
2016-2017

CUSTODIAL

Step	Hourly	Bi-Monthly	Monthly	Annually
Custodial Probationary	$18.41	$ 1,595.47	$ 3,190.94	$ 38,291.29
1	$19.46	$ 1,686.37	$ 3,372.74	$ 40,472.83
2	$20.31	$ 1,760.31	$ 3,520.62	$ 42,247.48
3	$21.17	$ 1,834.35	$ 3,668.70	$ 44,024.35
4	$22.02	$ 1,908.38	$ 3,816.77	$ 45,801.19
5	$22.87	$ 1,982.42	$ 3,964.84	$ 47,578.05
6	$23.73	$ 2,056.36	$ 4,112.73	$ 49,352.71
7	$24.30	$ 2,105.72	$ 4,211.44	$ 50,537.30

SALARY SCHEDULE
2016-2017

MAINTENANCE

Step	Hourly	Bi-Monthly	Monthly	Annually
Maintenance Probationary	$23.06	$ 1,998.26	$ 3,996.52	$ 47,958.23
1	$24.30	$ 2,105.72	$ 4,211.44	$ 50,537.30
2	$25.15	$ 2,179.76	$ 4,359.51	$ 52,314.14
3	$26.00	$ 2,253.70	$ 4,507.40	$ 54,088.79
4	$27.14	$ 2,352.42	$ 4,704.83	$ 56,457.96

2017-2018 Salary Schedule increase will be 70% of the CPI-U as of December 2015 with a floor of 1% and a ceiling of 2%

SALARY SCHEDULE
2017-2018

CUSTODIAL

Step	Hourly	Bi-Monthly	Monthly	Annually
Custodial Probationary				
1				
2				
3				
4				
5				
6				
7				

2017-2018 Salary Schedule increase will be 70% of the CPI-U as of December 2015 with a floor of 1% and a ceiling of 2%

SALARY SCHEDULE
2017-2018

MAINTENANCE

Step	Hourly	Bi-Monthly	Monthly	Annually
Maintenance Probationary				
1				
2				
3				
4				

COMPENSATION, 2014-2015 through 2017-2018

See attached salary schedules. This represents a 2.0% increase for the 2014-15 SY over the 2013-14 SY salary schedule; a 1.5% increase for the 2015-16 SY over the 2014-15 SY salary schedule; an increase of 70% of CPI-U (PTELL), with a ceiling of 2% and a floor of 1% for the 2016-17 SY over the 2015-16 SY salary schedule; and an increase of 70% of CPI-U (PTELL), with a ceiling of 2% and a floor of 1% for the 2017-18 SY over the 2016-17 SY salary schedule.

The Consumer Price Index as defined under Section 1-5 of the *Property Tax Extension Limitation Law (PTELL),* for tax year 2015 shall be the determining factor for the salary percentage increase for the 2016-2017 school year.

The Consumer Price Index as defined under Section 1-5 of the *Property Tax Extension Limitation Law (PTELL),* for tax year 2016 shall be the determining factor for the salary percentage increase for the 2017-2018 school year.

ARTICLE XVII - **Fringe Benefits**

For purposes of this article, except as noted below, permanent part-time employees working regularly scheduled set hours (minimum of thirty (30) hours per week) shall be considered as regular employees and receive benefits accordingly.

Permanent part-time employees working regularly scheduled set hours (minimum of twenty (20) hours per week) shall be entitled to sick leave, emergency leave, paid holidays, and paid vacation at their daily rate. (Pro-rata basis.)

a. The BOARD shall make available group medical insurance to its employees (for those employees working a minimum of 30 hours per week). For the duration of this contract the BOARD shall pay for the PPO and HMO plans 85% of the single employee premium and an additional 70% of the difference between the single premium and the applicable dependent premium. For the PPO plan and the HMO plan, any current Board share which exceeds this Board percentage share will remain in effect until this formula produces a greater board share. The Board share will be computed as follows:

   Using as an example, a $300 single premium and $800 family premium.

   Single Premium = $300 x .85 = $255 board share and $45 employee share.

   Family Premium = $800. $800-$300 = $500 x .70 = $350. $255 + $350 = $605 Board share for the family coverage and $195 employee share.

   Should the PPO premiums for the 2014-2015 school year increase more than 22% over the premium rates for the 2013-14 school year, the deductible and out-of-pocket both will increase by $100. Any premium increase of more than 22% in subsequent years will result in additional $100 increase in the deductible.

   Should the HMO premiums for the 2014-2015 school year increase more than 22% over the

premium rates for the 2013-14 school year, the office visit and emergency room co-pay will both will increase by an additional $10. Any premium increase of more than 22% in subsequent years will result in additional increases in the co-pay and emergency room care according to the rates established by the provider.

Insurance HMO Changes Effective July 1, 2014:

1. Onset of office co-pays for $10 and emergency room co-pays of $75, and
2. Prescription co-pays of $5/$10/$25 – 2x mail order.

Any changes in the deductible, out-of-pocket, emergency room, and/or co-pay will go into effect July 1 of the next calendar year.

The new rates shall be published to the Custodial/Maintenance employees prior to the start of each of the above school terms, or as soon thereafter as available from the provider.

The PPO and HMO plans shall be provided through Blue Cross/Blue Shield of Illinois and the Blue Cross/Blue Shield HMO Illinois in accordance with the plans. After consultation with the Insurance Committee as provided in the Contract, the Board may change the provider and the plan benefits but only to providers and plans substantially equal to Blue Cross/Blue Shield and the plan summaries. Any such changes shall take effect only with at least 60 days notice to the Custodial/Maintenance employees.

**The Board contribution will be adjusted (increased or decreased) to match the figures in the Teachers' Contract should they change prior to the end of this agreement.

All premiums not paid by the Board shall be payable through a salary reduction, pursuant to a Salary Reduction Plan intended to qualify as a cafeteria plan under Section 125 of the Internal Revenue Code of 1986, as amended. The Board does not guarantee or in any way warrant that the salary reductions are non-taxable, said determination to be made by each individual employee. This Salary Reduction Plan shall be implemented by the Board as early as practicable and will have a regular plan year of July 1 through June 30.

An employee may annually elect to participate in the salary reduction plan by choosing to receive benefits described below. The amount elected shall be deducted from the employee's compensation. The plan year shall begin on July 1 and end on each June 30 thereafter. Prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

a. Premiums for group medical, dental, or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board; and/or,

b. Reimbursement for qualified dependent care assistance as defined and allowed under the Internal Revenue Code, up to the maximum amount allowed by law; and/or,

c. Reimbursement for any amount of deductibles under the group insurance; and for any other qualified unreimbursed medical care expenses as defined and allowed

under the Internal Revenue Code.

The amount designated may not be changed during the plan year unless there is a change in family status or other circumstances provided in Section 125 and/or Treasury Regulations promulgated there under. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the employee during that year or carried over to a succeeding
plan year, and such amounts shall become the property of the plan. Any administrative costs relating to this plan shall be borne by the participants of the plan.

The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payments during the plan year.

The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual employee. However, the Board shall not report any amount reduced from an employee's salary pursuant to this plan as taxable income to any federal or state agency.

b. Credit Union: The Board will agree to instruct the Business Office to make appropriate deductions from employee salaries for deposits in the DuPage Credit Union or Local 73 Credit Union. Employee requests for deductions or changes in deductions must be filed in the Business Office, in written form, at least ten (10) school days prior to payday of the first deduction or change in deduction.

c. Life Insurance: The Board will provide a $50,000 term life insurance policy to all regular employees. Individuals actively employed beyond the age of 65 will continue to have coverage until they retire. Once age 70 is reached, the insurance company will pay 75% of the insured amount ($50,000) in the event of a death. Once age 75 is reached, the insurance company will pay 50% of the insured amount ($50,000) in the event of a death. Coverage shall be from first day of employment.

d. The Board will offer retirement compensation for qualifying employees. A qualifying employee who submits notice of intent to retire to the Board no later than May 1 of the school year prior to the school year in which the employee receives his/her first six percent (6%) base salary increase, shall receive a base salary or wage rate increase of twelve percent (12%) divided over two (2) final years of employment – 6% each year, or the maximum amount which would not require the payment of any employer or employee contribution, penalty or other payment to any State pension or retirement system or the State of Illinois, whichever is less, for the employee's final two years of employment before retirement.

A qualifying employee who submits notice of intent to retire to the Board no later than May 1 of the school year prior to the school year in which the employee receives his/her first six percent (6%) base salary increase, shall receive a base salary or wage rate increase of six percent (6%), or the maximum amount which would not require the payment of any employer or employee contribution, penalty or other payment to any State pension or retirement system or the State of Illinois, whichever is less, for the employee's final year of employment before retirement.

All resignation notices shall be received by the conclusion of this contract and include the employee's specific retirement date no later than June 30, 2020.

In order to qualify for this retirement benefit, an IMRF Tier 1 employee must:

a. have at least eight (8) years of continuous service with the District;
b. be at least fifty-five (55) years of age on their effective retirement date;
c. not retire under circumstances which will result in a penalty or require the Board's payment of any additional or one time contribution to IMRF;
d. submit an irrevocable notice of retirement to the Board no later than May 1 of the school year prior to the school year in which the employee receives his/her first six percent (6%) base salary increase, with the expectation to retire on June 30.

In order to qualify for this retirement benefit, an IMRF Tier 2 employee must:

a. have at least ten (10) years of continuous service with the District;
b. be at least sixty-two (62) years of age on their effective retirement date;
c. not retire under circumstances which will result in a penalty or require the Board's payment of any additional or one time contribution to IMRF;
d. submit an irrevocable notice of retirement to the no later than May 1 of the school year prior to the school year in which the employee receives his/her first six percent (6%) base salary increase, with the expectation to retire on June 30.

The increase set forth in this paragraph is inclusive of all payouts to the employee due to retirement (i.e., vacation, longevity stipends, etc.). Such increase will be contingent upon continuing to work the same position and work schedule during the final two years of employment before retirement.

The employee must use vacation days during his/her receipt of said six percent (6%) increases; the employee is not eligible for receiving payment in lieu of using available vacation time. Vacation days must be used prior to the last day of work. The District has the right to schedule vacation days, if necessary.

Remaining unused, uncompensated sick leave will be reported to IMRF toward additional service credit.

Employees shall be entitled to continue participation in the District health insurance plan, at full cost to the employee, until the employee reaches age sixty-five (65).

ARTICLE XVIII - **Advancement and Promotion Program**

In order to encourage advancement and promotion from within the school district, the Administration may on occasion select an individual to work with one or more other individuals on a temporary basis to learn additional skills to qualify the individual for a different classification.

Notice of the desire by the Administration to select such an individual will be posted at least five (5) days before the selection is made. The selection of the individual will be made with due

consideration given to skill, ability, desire to learn, physical fitness, past performance and attitude. If, in the opinion of management, all of these qualifications are equal, then seniority will prevail.

During the training period, the individual shall continue to receive compensation at his/her regular salary rate. The individual will return to his/her regular assignment after the training program has been terminated. The training period shall not exceed nine (9) months. The individual who has successfully completed the program will be given strong consideration for a new position for which he/she has qualified himself/herself when such a vacancy occurs.

ARTICLE XIX - **Non Discrimination**

Neither the Board nor the Union will discriminate against applicants or employees with regard to employment, tenure, or any other term or condition of employment on the basis of race, sex, color, age, religious creed, national origin, marital status or membership or participation in any employee or professional organization.

It is agreed that employees are not to work on Union affairs during working hours (shall not apply to negotiations or grievance meetings authorized by management).

ARTICLE XX - **Staffing**

The Board and the Union recognize that staffing has a bearing on the quality of the Custodial/Maintenance program. The parties agree that staffing should be maintained at levels commensurate with the quality of work the Board deems necessary.

ARTICLE XXI - **Duration and Termination**

This Agreement shall constitute the entire agreement between the Board and the Union and concludes Collective Bargaining for its term.

This agreement shall be in effect from the date of execution hereof, July 1, 2014 through June 30, 2018 and from year to year hereafter unless either party gives written notice ninety (90) days prior to the termination date of the contract of its desire to modify or terminate this agreement. Negotiations between the parties shall commence no later than sixty (60) days prior to the termination of the agreement, provided notice was served pursuant to this section. Any increase in salary and/or fringe benefits agreed to in such negotiations will become effective July 1, 2014 or any July 1 thereafter, or until the execution of a supplemental agreement thereon, whichever is later unless changed by mutual agreement.

ARTICLE XXII - **Bargaining During Term of Contract**

The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered

by this agreement and that the understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this agreement. Therefore, the School Board and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this agreement, even though the subject may or 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; provided, however, the parties may mutually agree in writing to amend this agreement.

ARTICLE XXIII - **No-Strike Clause**

During the term of this agreement, neither the Union nor its agents nor any employee for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Board. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this article to return to work.

IN WITNESS WHEREOF, the Board, through its duly authorized agent, and the Union, through its duly authorized representative, have executed this Agreement on November 10, 2014.

BOARD OF EDUCATION
DuPAGE HIGH SCHOOL DISTRICT 88

BY _____
President, Board of Education
DuPage High School District 88

BY _____
Secretary, Board of Education
DuPage High School District 88

BY _____
Superintendent, Board of Education
DuPage High School District 88

LOCAL 73
SERVICE EMPLOYEES'
INTERNATIONAL UNION, CTW

BY _____

MEMORANDUM OF UNDERSTANDING

During the term of this Contractual Agreement, it is the intent of the Board of Education of High School District 88, based upon the harmonious labor relations with its Custodial, Grounds, and Maintenance employees represented by Service Employees Union, Local 73, to continue to employ directly the Custodial/Maintenance staff necessary to operate and maintain District 88 facilities. District 88 shall not, during the term of this Contractual Agreement, subcontract janitorial services to an outside agency and/or janitorial contracting firm.

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