

Exhibit 1

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CITY - COUNTY

DUES DEDUCTION AUTHORIZATION

American Federation of State, County & Municipal Employees, AFL-CIO



PLEASE PRINT DISTRICT PAYROLL

This card is not applicable for employees of the City of Chicago, Cook County or Chicago City Colleges.

UNION LOCAL 672

HOME PHONE _____

HOME E-MAIL ADDRESS _____

WORK PHONE (_____) _____

NAME Bennett Sue L EFFECTIVE PAY PERIOD 11/15/09
Last First Middle

STREET PO Box 6787 CITY Rock Island STATE IL ZIP 61204

CLASSIFICATION Custodian

SOCIAL SECURITY NUMBER 328-60-7200 DEPT. _____

EMPLOYER Moline School District

I hereby authorize my employer to deduct the amount as certified by the Union as the current rate of dues. This deduction is to be turned over to AFSCME, AFL-CIO. *Dues, contributions or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.*

3/99 EMPLOYEE SIGNATURE Sue Bennett DATE 10-23-09 DM

Exhibit 2

**! COUNT ME IN FOR
STRONG UNION.**

**WE'RE STANDING
TOGETHER**



Name (Print): Susan Bennett
 Home Address: 2444 32nd St. City: Moline State: IL Zip: 61265
 Cell Phone*: 309-292-0717 Work Phone: 309-743-8508
 Home Phone: _____ Home Email: Sbenneth@moline.k12.il.us
 Employer: Moline School District 40 Department: _____
 Job Classification: Custodian Work Location: Roosevelt
 Social Security Number (last 4 digits): 7200 Employee Identification Number (if available): _____

I hereby affirm my membership in AFSCME Council 31, AFL-CIO and authorize AFSCME Council 31 to represent me as my exclusive representative on matters related to my employment.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

I hereby authorize my employer to deduct from my pay each pay period that amount that is equal to dues and to remit such amount monthly to AFSCME Council 31 ("Union"). This voluntary authorization and assignment shall be irrevocable for a period of one year from the date of authorization and shall automatically renew from year to year unless I revoke this authorization by sending written notice by the United States Postal Service to my Employer and to the Union postmarked not more than 25 days and not less than 10 days before the expiration of the yearly period described above, or as otherwise provided by law.

Signature: Susan Bennett Date: 8-21-17

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

*By providing my cell phone number, I understand that Council 31 and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Council 31 will never charge for text message alerts; carrier message and data rates may apply to such texts.

FOR AFSCME COUNCIL 31 INTERNAL USE ONLY: Local Union No. 672



Exhibit 3

AGREEMENT

MOLINE BOARD OF EDUCATION

&

AFSCME LOCAL 672

2014 – 2015 School Year

2015 – 2016 School Year

2016 – 2017 School Year

Also available online at www.molineschools.org

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PREAMBLE

This Agreement is entered into between the Board of Education of School District No. 40, Moline, Illinois, hereinafter referred to as the School Board and the American Federation of State, County and Municipal Employees, (AFSCME), Council 31, AFL-CIO on behalf of Local 672 custodial and maintenance employees hereinafter referred to as Local 672 or employees.

Whereas it is the desire of both parties to maintain the existing harmonious relationship between the School Board and Local 672 and to promote cooperation and understanding between the School Board and its employees, to encourage economy of operation, and to promote the morale, well being and security of employees and whereas the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed to as follows:

That the School Board or its delegated representatives will meet with representatives of Local 672 at such times and places as mutually agreed upon by the School Board and official representatives of Local 672 for the purpose of discussion of matters of concern to either party.

ARTICLE I EFFECT OF AGREEMENT

- Section 1 - The terms of this Agreement shall be applicable to all full-time custodial and maintenance employees of the School Board and said terms shall remain in effect during the lifetime of this Agreement or until a new Agreement is ratified.
- Section 2 - If any Article, Section, or sentence of this Agreement is or becomes in violation of Law, or is declared invalid, illegal or unconstitutional by competent jurisdiction, said Article, Section, or sentence shall automatically be deleted from this Agreement to the extent that it violates the Law. However, the remaining Articles, Sections, and sentences shall remain in full force and effect for the duration of this Agreement. The parties shall attempt to renegotiate the invalidated part or provision.

ARTICLE II TERMS OF EMPLOYMENT

For the purpose of Agreement, the term "days" shall refer to working days, excluding holidays unless otherwise stated.

- Section 1 - All new employees shall be employed as per the rules and regulations of the Board of Education. Whenever new custodial or maintenance personnel are employed, they shall work in such position subject to a probationary period of ninety (90) calendar days during which period the Board of Education may terminate their employment at its option and without the right of appeal in any manner whatsoever on the part of the employee. The District will notify the

union of hire in dates or termination dates. All full-time employees covered by this Agreement who have satisfactorily completed the probationary period and who provide evidence of good health through a physical examination as required by the School Board and are employed thereafter shall have regular employment status and shall be entitled to all the rights, protection and responsibilities provided for in the terms of this Agreement. The Board of Education reserves the right to extend a new employee's probationary period the same number of work days that the employee is off work, due to injury or illness, beyond the normal one day of sick leave per month which is currently granted to probationary employees.

- Section 2 - Eight (8) hours shall constitute a workday exclusive of the lunch period and forty (40) hours shall constitute a workweek. A full-time employee refers to those employed four (4) hours or more on a daily basis. The normal workweek shall be Monday through Friday. Any change in the normal schedule shall not be implemented for the purpose of avoiding overtime payment.
- Section 3 - Any break time authorized by the School Board will take place at the location assigned for the custodian and at the location of the assigned work for the maintenance employee.
- Section 4 - All custodial and maintenance employees shall work a daily schedule as determined by the School Board or its designated representatives. The usual daily work that is done during the week by custodians shall not normally be done by those in supervisory positions. It shall be the responsibility of each custodian to ensure that the building or area of the building to which he is assigned shall consistently be maintained in a neat, clean, and orderly manner.
- Section 5 - Insofar as is practical, all work assignments, whether straight time or overtime, shall be divided equally among all employees so assigned. Employees who, on a temporary basis, are assigned to work areas in a higher pay classification shall receive the higher rate of pay for the hours actually worked if three (3) or more consecutive days are worked in that position and will be paid at the level of his/her years of service in the higher grade.
- Section 6 - If school is canceled due to weather conditions, an employee covered by this Agreement will not be docked for pay if he/she arrives late providing he/she notifies his/her immediate supervisor that he/she will be late and he/she does arrive in time to complete at least one-half of his/her scheduled shift. An employee will not be required to stay home from his or her regular shift or be required to go home before completing his or her regular shift without pay.

- Section 7 - Any custodial or maintenance employee who changes position and who has not previously met the Criminal Background Investigation requirements and the Abused and Neglected Child Reporting Act requirements must do so within ten (10) working days.
- Section 8 - New hires will be allowed to meet with the Union representative for one hour, at a mutually agreeable time, within thirty (30) days of the new employees hire date to discuss responsibilities and union affiliation matters. These meetings will be held at the new hire's assigned building.
- Section 9 - Employees will be reimbursed for travel in personal vehicles required as part of their duties at the rate designated by the Board of Education.

ARTICLE III SHIFTS AND OVERTIME

Section 1 - Shifts

Any shift starting at 5:00 a.m. until 7:00 a.m. shall be considered first shift. Any shift starting at 2:00 p.m. until 3:00 p.m. shall be considered second shift. Any shift starting at 10:00 p.m. until 11:00 p.m. shall be considered third shift. Any shift not defined above shall be considered a split shift.

- B. Second shift employees shall be entitled to a shift differential of forty-five (45) cents per hour. Third shift and third shift employees shall be entitled to a shift differential of sixty-five (65) cents per hour. The shift differential shall be paid only to those employees who begin their shift at 2:00 p.m. or after or 10:00 p.m. or after, except for custodians who work a split shift. If time worked falls in a shift where there is additional pay, then the worker shall be paid at the rate applicable to that shift for the hours worked in that shift provided the employee has worked at least four (4) hours in that shift.
- C. Management may not temporarily change employee's normal shift starting times, except, during the fall, winter, spring, and summer breaks when students are not in session. Those affected by a temporary shift starting time will receive their normal shift differential for the first day of the shift change.

Section 2 - Overtime

The regular base salary rate shall be paid for all hours worked up to forty (40) hours per week. The rate of compensation for hours worked in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the regular

rate. Overtime work performed on holidays and Sunday shall be paid double the regular rate.

All overtime shall be divided as equally as possible among the full-time employees within a given classification.

Only the Principal, Custodial Services Coordinator/Head Custodian MHS, or Coordinator of Facility Services shall assign overtime work, with authorization from the Director of Facilities or his designee.

Overtime shall normally be on a voluntary basis; however, in the event of unusual or emergency situations all employees shall cooperate in every way possible to deal with the emergency. Substitutes and temporary employees shall not work more than 40 hours in a workweek unless no member of the bargaining unit in the building, or maintenance department if maintenance work, volunteers to work the hours in excess of 40.

ARTICLE IV SENIORITY

- Section 1 - Seniority shall begin with the date of original employment and shall include only time for which pay has been received except that total seniority shall not be diminished by temporary layoffs due to lack of work or lack of funds. A temporary layoff shall be interpreted to mean less than three (3) months. If two or more employees are hired on the same date, the seniority list ranking will be determined by those employees drawing a number out of a hat, conducted by the Assistant Superintendent for Administration and Human Resources and the AFSCME Local 672 President.
- Section 2 - Whenever it becomes necessary to employ additional workers, either in vacancies or in new positions subject to the provisions of this Agreement, former employees who have rendered satisfactory service and who have been laid off from service, without delinquency or misconduct on their part, shall be entitled to be re-employed in such vacancies or new positions in preference to all other people for a period of two years after layoff provided that they are immediately available and physically capable of performing the required work. A physical exam, at the employee's expense, will be required prior to reemployment.
- Section 3 - Whenever it becomes necessary to lay off employees due to shortage of work or lack of funds, employees shall be laid off in inverse order to their length of service and they shall possess reemployment rights as herein-after defined.
- Section 4 - When an employee is laid off due to a reduction in the work force, or loses his or her position due to a reduction in the work force, he or she shall be permitted to exercise his or her seniority rights to bump a less senior employee in an equal or

lower job classification provided that he or she is as qualified as indicated by his or her skills, ability, and job performance.

Section 5 - When new positions are created or when a position becomes vacant, the opening will be posted within thirty (30) working days for a period of five (5) days. Such positions will be filled within twenty-five (25) working days after the expiration of the job notice. Seniority shall prevail unless a less senior employee or other individual has superior qualifications, skills, and/or ability to perform the work in that position. It shall be the general intent of the Board of Education to promote from within the custodial and maintenance unit.

Section 6 - Employees transferring from one position to another shall serve an immediate thirty (30) day probationary period. Any employee found to be unsatisfactory at the end of the thirty-day probationary period shall be placed in the first available position that is similar to the one from which he transferred, regardless of shift.

Section 7 - All employees covered by this Agreement shall give at least two weeks written notice of their intention to discontinue service with the School Board.

In the event the School Board must lay off employees, the Board must notify the employees in writing, thirty (30) calendar days prior to the layoff.

Section 8 - Custodial or maintenance employees who assume supervisory responsibilities and, therefore, are not covered under this Agreement shall have their seniority frozen as of the date of transfer to the supervisory position. They will begin accruing additional seniority as of the date they return to the custodial or maintenance work force and become eligible to be covered by the provisions of this Agreement.

Section 9 - Temporary job openings are defined as job vacancies that may periodically develop due to the absence of an employee because of vacations, sick and injury leave, or other leave of absence. A temporary vacancy may not extend beyond two years. After two years, the vacancy will be considered a permanent vacancy. An employee returning from a leave of absence will have all rights under the seniority article...

**ARTICLE V
VACATIONS**

Section 1 - Twelve (12) month full-time custodial and maintenance personnel shall be entitled to an annual vacation with pay, which shall be determined by the number of years of service from July 1 of each year of employment.

Employment Year of Service	Annual Vacation Earned	Days Vacation Earned	Vacation Allocation per Month
One (1) year	one (1) week	5	0.42
Two (2) years	two (2) weeks	10	0.83
Five (5) years	three (3) weeks	15	1.25
Ten (10) years	four (4) weeks	20	1.67

Section 2 - Vacation time can be taken in half or full day increments. Vacation days will be earned on a monthly basis and allocated monthly. Earned vacation can accumulate annually. Employees will be allowed to carryover fifteen (15) vacation days into the next year.

Section 3 - Upon retirement, qualified employees requesting the Retirement Stipend (Article VII, Section 14, Page 14), will be allowed and required to use their vacation days prior to the last scheduled day of employment. These vacation days can be taken during student attendance days, with prior supervisor approval. Employees not qualified under the Retirement Stipend Section, upon their retirement, can have their unused vacation days added to their last days of employment. There will be no payment for unused vacation days.

Section 4 - Employees with five (5) years of service or more may take up to five (5) of their vacation days when students and teaching staff are in session. The balance of their vacation days must be taken when students and teaching staff are not in session. This excludes the maintenance department, Allendale, Coolidge/High School split position, and the Field House. Individual exceptions due to unusual circumstances may be allowed, at the discretion of the Assistant Superintendent for Administration and Human Resources

Section 5 - Employees who have completed less than one (1) year of service by July 1 shall be entitled to vacation with pay on a pro rata basis. Only full months of employment shall be used in calculating vacations.

Section 6 - Employees who work four (4) hours or more per day shall be entitled to vacation on a pro rata basis.

Section 7 - Choice of vacation schedules within a building shall be granted based on seniority with the approval of the supervisor.

**ARTICLE VI
HOLIDAYS**

Section 1 - Holidays

All personnel employed as full-time employees will be entitled to the following paid holidays:

- Day before New Year's Day
- New Year's Day
- Lincoln's Birthday - when occurring on a weekday
- Martin Luther King's Birthday
- Count Casimir Pulaski's Birthday (*see Section 2*)
- Good Friday
- One (1) Spring Break Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day (*when occurring on a weekday*)
- Thanksgiving Day
- Friday after Thanksgiving Day
- The day before Christmas Day
- Christmas Day
- Floating Holiday (*see Section 6*)

Section 2 - Each year, when the school calendar includes Casimir Pulaski's birthday as a school attendance day, employees will be granted the first work day following the observance of the Christmas day holiday as a holiday in place of the Casimir Pulaski birthday holiday.

Section 3 - With the exception of Independence Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, and New Year's Day, any holiday that occurs on Saturday or Sunday shall not be observed on any work day nor shall compensation be paid for work performed on holidays unless authorized by the Director of Facilities or his designee. If a holiday occurs on a weekend, Saturday holidays shall be observed on the preceding Friday and Sunday holidays shall be observed on the following Monday, except in those instances where the change would affect the normal operation of the school system in which instance a day would be added to the individual's regular vacation period. If two holidays occur on consecutive days and one of the days is a weekend day, the holidays will be observed on the nearest two consecutive weekdays.

Section 4 - A holiday occurring within a scheduled vacation period shall not count as a day of vacation, nor shall a holiday occurring while an employee is on leave of absence for illness or injury count against the employee's sick leave days.

- Section 5 - One Spring Break Day shall be granted in conjunction with the School District's Spring Break. AFSCME's President and the Assistant Superintendent for Administration and Human Resources shall set that day, with preference being given for a three-day weekend. If Good Friday should occur at the same time as the Spring Break, preference would be to create a four-day weekend. Labor and management shall set those days with preference being given to a Friday/Monday combination creating a four-day weekend.
- Section 6 - All twelve (12) month full-time custodial and maintenance personnel shall be entitled to a floating Holiday that needs to be scheduled as a paid vacation day as is stated in the terms of the contract in Article V, Vacations. This day will be posted on July 1, of each year.

ARTICLE VII LEAVES

- Section 1 - Sick leave with pay shall be granted on the basis of fifteen (15) days per year for each full-time employee. Unused sick leave shall be cumulative with no limit on the total number of days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family household. All employees covered under this Agreement shall receive sick leave on a pro rata basis for the days worked. Probationary employees shall be entitled to use a maximum of one (1) day per month from the annual allocation of fifteen (15) during the probationary period. For the purpose of this section, the immediate family shall include parents, spouse, brothers, sisters, children, grand-parents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians as specified in Section 24-6 of the School Code of Illinois.
- Section 2 - SICK LEAVE BANK
- A. The Sick Leave Bank is intended to be used by any one of its members if he/she should suffer a catastrophic illness or injury or in the event that one of his/her immediate family members would suffer a catastrophic illness or injury. The definition of immediate family member is stated in Section 1 of this Article.
 - B. The definition of catastrophic illness or injury shall be as follows: The Sick Leave Bank is intended to cover temporarily disabled or incapacitated employees and/or members of their immediate family resulting from life threatening illness or injury of catastrophic proportions resulting in a medical condition for which a physician has certified the condition is likely to result in a loss of thirty (30) or more work days during the calendar year. Documentation of such illness or injury from a physician is required to be submitted with any request to use the Sick Leave Bank.

- C. To enroll in the Bank, a participating employee must be a full-time employee with a minimum of one (1) year of service and must have a minimum of fourteen (14) unused sick days of their own, on May 31st, in the year they apply.
- D. When a Bank member has exhausted all of their available benefit/leave time, they may apply to use up to twenty-five (25) workdays from the Sick Leave Bank, during a twelve-month period. Application forms are available in the Human Resource Office and must be submitted prior to exhausting all of their own available leave.
- E. Employees that have donated three (3) or more sick leave days to the sick leave bank will be lifetime members of the sick leave bank for the duration of their employment with the School District as a member of AFSCME Local 672. They must have donated at least one (1) day of their sick time to become a member for one (1) year. To become a lifetime member, those employees must donate at least three (3) days within a consecutive three (3) year period. An employee may donate up to ten (10) days per calendar year as desired at the time of enrollment or any time thereafter.
 - E.1. If the total number of days in the sick leave bank should fall below seventy-five (75), lifetime members must donate one (1) day to remain as a lifetime member. Yearly members of the bank would also donate one (1) more day to remain in the bank.
 - E.2. If a member uses more than three (3) days from the Sick Leave Bank, the following July 1, three (3) days of his/her personal sick leave days will be placed into the Sick Leave Bank. Notification must be provided in writing by the union to the Assistant Superintendent for Administration & Human Resources by June 15th of the preceding fiscal year.
- F. Employees may voluntarily enroll between May 1 and May 31 of each year pursuant to paragraphs E and E.1. The donated days will be subtracted from the employees' accumulated sick leave balance at the same time that newly posted sick leave days are added to the employees' accumulated sick leave balance.
- G. A review committee shall be established with two members from the Union and one from the Employer to determine employee eligibility pursuant to the guidelines established herein. Any decision made herein shall be final and binding.

- H. The Union shall be provided a copy of the forms used for determination for all claims within 10 work days of the date that the determination is made.
- I. If an employee intends to file a claim for his/her injuries or illness under the Workers' Compensation Act or Workers' Occupational Diseases Act or IMRF or any other entity, he/she shall not be eligible for Sick Leave Bank use.
- J. Any employee shall not be eligible to withdraw the sick leave time he or she has contributed to the pool.
- K. Abuse of the use of the sick leave bank should be investigated by the Employer and upon finding of wrongdoing on the part of the participating employee, that employee shall repay all sick leave days drawn from the sick leave bank and shall be subject to other disciplinary action. Information regarding the alleged misuse of the sick leave bank shall be provided to the Union members of the review committee prior to the initiation of any action against the employee. Such employee shall be removed from the sick leave bank.
- L. Upon termination, retirement, or death, neither a participating employee nor the participating employee's estate shall be entitled to payment for unused sick leave acquired from the sick leave bank.
- M. Either party may request a review of this policy and any changes shall be subject to negotiations and mutual agreement of the parties.

Section 3 - A maximum of five (5) days of leave, without loss of pay, shall be granted upon the death of a relative of the employee or employee's spouse. The Assistant Superintendent for Administration and Human Resources may allow up to one (1) day leave for the death of a close friend. The maximum limits may be extended upon application and approval of the building principal and the Assistant Superintendent for Administration and Human Resources. Bereavement leave need not be successive days. Such bereavement leave shall include leave for any business-related responsibilities. Further, such bereavement leave shall not reduce the total number of accumulated sick leave days. Probationary employees are entitled to use bereavement leave during the probationary period in the event of the death of an immediate family member as listed in Section 1 of Article VII.

Section 4 - Three (3) days are granted annually at full pay and may be used for personal business and no reason for said leave need be given. Personal business leave shall be allowed to accumulate to six (6) days and an employee may use up to six (6) personal business days in a school year. Personal business leave shall not be used to receive remuneration. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal

business leave day except in the case of emergency. The Assistant Superintendent for Administration and Human Resources shall approve all emergency use of personal business leave. Probationary employees are not entitled to such leave.

Advance notice of the necessity for such personal business leave shall be given to one's immediate supervisor as early as possible.

Prior to July 1 of the next contract year, any unused personal business leave in excess of six (6) days shall be applied to the individual's accumulated sick leave.

Custodial/maintenance employees working a fractional part of a work year shall receive personal business leave on a pro rata basis.

- Section 5 - Written leave of absence without pay for periods not in excess of six (6) months in any one year may be granted by the School Board, in the case of sickness or disability, to any employee after the satisfactory completion of the probationary service period. During said leave, the disabled employee shall provide written verification by a licensed physician and/or chiropractic physician. Such verification shall show the diagnosis, prognosis, and expected duration of the disability unless the nature of the illness precludes the need for such frequency. If the School Board has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work, the School Board may rely upon the decision of an impartial physician as to the employee's ability to return to work. An employee to whom written leave of absence has been granted shall be entitled, at the expiration of the time named in such leave, to be reinstated to the position in which he was employed at the time the leave was granted or to a position of equal status. Probationary employees are not entitled to such leave.
- Section 6 - Failure to return from a leave of absence within five (5) working days after the expiration date thereof may be cause for discharge unless it is impossible for the employee to so return and evidence of such impossibility is presented to the School Board within five (5) days after the expiration of the leave of absence or as soon as physically possible.
- Section 7 - Family and Medical Leave (See Board of Education Policy 5:185).

**ARTICLE VIII
SALARY AND FRINGE BENEFITS**

Section 1 - Salaries of all employees covered by this Agreement shall be determined by the salary schedule shown in the Appendix.

Section 2 - After the completion of the 90-day probationary period, all full-time (40 hours per week) will have the option to participate in the Hospital/Physician PPO reflective of the following contributions.

A. Single Employee Coverage

Eligible employees may elect single coverage as follows:

Fee: \$73.60 per month for the 2014-2015 contract year, is the required contribution towards the single coverage premium. This contribution may be tax sheltered by completing the Flexible Benefits Plan enrollment form. Further, such coverage shall remain in force until a subsequent Agreement is ratified or unless the employee elects to drop the single coverage.

B. Family Dependent Coverage

Eligible employees may elect dependent coverage as follows:

Fee: \$249.98 per month for the 2014-2015 contract year, is the required contribution towards the dependent coverage premium. This contribution may be tax sheltered by completing the Flexible Benefits Plan enrollment form. Further, such coverage shall remain in force until a subsequent Agreement is ratified or unless the employee elects to drop the dependent coverage.

C. Required Employee Contribution for the 2015-2016 and 2016-2017 School Years

During 2015-2016 school year, the District may implement a program whereby two levels of required employee contributions are established – a premium level and standard level. Such premium level will apply to employees who are non-tobacco users and who obtain an annual physical. The standard level will apply to employees who are tobacco users and/or fail to obtain an annual physical. The amounts of required employee contributions at each level, and standards for meeting the premium level versus standard level shall be determined by the district's insurance committee.

For the 2016-2017 school year, the employee contributions will increase by one percent (1%) of the total cost of insurance for the 2016-2017 school year for both single and dependent coverages.

The District's Insurance Committee will determine the premiums for 2016-2017 school year.

- Section 3 - The Board of Education shall deduct from the salary of employees electing to participate in the Flexible Spending Account Plan monies for the purpose of pre-tax (tax sheltered) payment(s) for any one or more of the following options subject to limitations defined by the Internal Revenue Code:
- A. Medical and dental expenses
 - B. Medically-related insurance premiums
 - C. Dependent care
- Section 4 - Term life insurance and accidental death and dismemberment insurance in the amount of \$50,000 each will be provided for all regularly employed custodial and maintenance employees who work forty (40) hours or more per week and who have completed the probationary period. The School Board will pay the full cost of such employee coverage.
- Section 5 - Where reasonable precaution is taken and proof of loss provided, the School Board will reimburse custodial and maintenance employees for loss, damage, or destruction of clothing or personal property resulting from theft and/or vandalism while on duty in the school or on the school premises to a maximum of two hundred fifty dollars (\$250.00). Vehicles shall be covered under this section provided the following conditions are met:
- 1. Police report filed and copy to the District.
 - 2. Insurance claim filed and a copy to the District.
 - 3. Vandalism/theft occurs on school property during work hours.
 - 4. Vehicles must be properly parked and secured.
 - 5. There must be evidence of forced entry for claims regarding property inside the vehicle.
 - 6. Pay up to \$250 per incident or the insurance deductible, whichever is lower.
- Section 6 - In the event that the Union desires to send representatives to attend Union conventions for Union business, such representatives shall be allowed time off with pay provided the total hours off for such representatives does not exceed fifty-six (56) hours in any one year and provided that convention leave requests are submitted to the Assistant Superintendent for Administration and Human Resources for approval as soon as possible prior to the leave.
- Section 7 - Effective January 1, 1984, the state and federal income tax on the 4-1/2% IMRF employee contributions will be deferred until such contributions are paid to the employee in the form of a pension or separation refund or as a death benefit to the employee's beneficiaries. Under the plan, the School Board will no longer pay the employee's gross wages and then deduct the 4-1/2% for the employee IMRF

contribution but will pay the employee an amount equal to his wages minus the 4-1/2% deduction and deposit the 4-1/2% directly with IMRF. This plan is subject to all federal and state income tax laws.

Contributions to IMRF by the employee and the School Board shall begin on the first day of employment.

Section 8 - The School Board shall pay one-half (1/2) the premium for the health and medical insurance program as determined by the Moline Board of Education for persons who retire after May 30, 1980 and before June 30, 2017. To qualify for such district-paid premiums, employees must be eligible for retirement benefits under the Illinois Municipal Retirement Fund at the time of retirement and must have completed at least eight (8) years of continuous employment in the district. Such paid premiums shall extend for the length of time computed on the basis of the following formula:

A. Years of Service -

One year of service in District No. 40 is equal to one month's premium for health and medical insurance coverage.

B. Unused Sick Leave -

One day of accumulated sick leave in District No. 40 is equal to one week premium for health and medical insurance coverage, effective for all retirements after June 30, 2013.

- All employees hired for the 2008-2009 contract year after November 1, 2008 and thereafter, continuation in this program will be for a maximum of ten (10) years; or until the employee is eligible for Medicare, whichever occurs first. Those who retire with less than fifteen (15) years of service are not eligible to continue in the District's health insurance program.

Section 9 - Absence due to injury or illness incurred in the course of the custodial or maintenance employee's employment shall not be charged against the custodial or maintenance employee's sick leave days and, further, the School Board shall pay to such custodial or maintenance employee the difference between his salary and benefits received under the Illinois Workers' Compensation Act for the duration of such absence. Such School Board paid absence shall be limited to one hundred eighty (180) custodial or maintenance employee employment days.

Section 10 - The Chief Financial Officer, the Director of Facilities, the President of the Union, and two other Union officers will meet as necessary at 3:00 p.m. on the last work day of the month to discuss problems and concerns and to improve communications. Special meetings may be called by mutual agreement.

Section 11 - The cost of uniform service for maintenance personnel will be paid by the School Board subject to an amount not to exceed a total of six thousand four hundred dollars (\$6,400) per fiscal year for all maintenance employees combined.

Section 12 - Prescription safety glasses will be provided to maintenance employees. All cost for eye examinations shall be at the expense of the employee. Cost to the School Board shall be limited to one hundred seventy-five dollars (\$175) over the year for one (1) pair of prescription safety glasses for those employees required to wear glasses for vision correction. Employees must bring the employer proof of safety glasses payment, from their choice of provider, to receive District reimbursement for up to one hundred seventy-five dollars (\$175).

Section 13 - Whenever the need arises for short-time substitute workers to be hired, consideration shall be given to retired custodial and maintenance workers.

Section 14 - Any full-time custodial/maintenance employee who chooses to retire after the age of 55, and is eligible, shall receive a stipend of \$4,000.

In order to be eligible for the retirement stipend, the employee must have a minimum of fifteen (15) years of service to District No. 40 prior to retirement.

Written notification of retirement will be given to the Board of Education six (6) months prior to the date of retirement.

Section 15 - Any new maintenance hire in the Group IV can be placed between Step 1 and Step 5, based on evidence of relevant past experience.

ARTICLE IX DISCIPLINE

Section 1 - The employer shall not discipline or discharge any employee without just cause.

Section 2 - Except as provided below, disciplinary action shall include the following in order:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension with or without pay not to exceed 15 days
- D. Discharge

Section 3 - Commission of a serious offense may result in immediate suspension or dismissal without imposition of a lesser penalty. Such serious offenses include but are not limited to:

- A. Possession, use, or distribution of an illegal or controlled substance or look-alike drug
- B. Possession, use, or distribution of any alcoholic beverage or intoxication while on duty
- C. Theft

- D. Assault and/or battery
- E. Possession of a weapon
- F. Repeated insubordination

- Section 4 - Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed through the regular grievance procedure.
- Section 5 - Except in case of an emergency, a suspension or discharge of an employee shall be preceded by a meeting of the employee and the employee's immediate supervisor and the Director of Facilities or his designee.
- Section 6 - If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before others.
- Section 7 - A notice shall be given to the union for all disciplinary actions taken excluding oral reprimands. The notice shall include the name of the member of the bargaining unit and the date of the action.
- Section 8 - The employer shall remove any oral reprimand from the employee's record if, from the date of the last reprimand, two years have passed without the employee receiving an additional reprimand for such offense.

The employer shall remove any written reprimand from the employee's record if, from the date of the last reprimand, three years have passed without the employee receiving an additional reprimand for such offense.

ARTICLE X GRIEVANCE PROCEDURE

- Section 1 - Any grievance arising between the parties concerning alleged violations or misinterpretation of the Agreement shall be settled in the following manner:
- Step 1: The employee, with or without representation, shall discuss the grievance with the supervisor that issued the discipline within five (5) days of the alleged grievance. The supervisor shall respond within three (3) days. If employee's immediate supervisor is not available, or not involved in the grievance, the union may proceed directly to Step 2 of the grievance procedure.
 - Step 2: If the grievance remains unresolved, it shall be presented by the employee or his representative to the Director of Facilities in writing within seven (7) days of the response in Step 1. The Director of Facilities, within seven (7) days, shall meet with the concerned parties

and respond in writing to the employee within five (5) days of such meeting.

Step 3: If the grievance remains unresolved, it shall be presented by the employee or his representative to the Chief Financial Officer, in writing within seven (7) days of the response in Step 2. The Chief Financial Officer, within seven (7) days, shall meet with the concerned parties and respond in writing to the employee within five (5) days of such meeting.

Step 4: If the grievance still remains unadjusted, it may be presented in writing to the Committee of the Whole of the School Board and the Superintendent of Schools by the Union representative or the Grievance Committee within seven (7) days of the response from the Chief Financial Officer. The Committee of the Whole of the School Board will render a decision within thirty (30) days after the conclusion of testimony.

Section 2 - The grievance procedure provides for the following additional step after **Step 4** for any grievance arising between the parties concerning conditions of employment as spelled out within this Agreement.

Step 5: If the grievance still remains unadjusted, the Union may, within fifteen (15) calendar days after the due date of the decision of the Committee of the Whole of the School Board and the Superintendent of Schools, request arbitration by written notice to the employer. If a request for arbitration is not filed within fifteen (15) calendar days after the due date of the decision of the Committee of the Whole of the Board of Education and the Superintendent of Schools, the grievance will be deemed withdrawn without precedent.

The employer and the Union shall meet to select an arbitrator from the American Arbitration Association according to the rules of the American Arbitration Association. The American Arbitration Association shall act as administrator of the proceedings. The employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses and 50% of the cost of preparing the record of the proceedings. Questions of arbitrability shall be decided by the arbitrator. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be final and binding.

Neither the employer nor the Union shall be permitted to assert any grounds or evidence before the arbitrator that has not been previously

disclosed to the other party in Steps 1 and 4. The arbitrator shall have no power to alter the terms of the Agreement.

- Section 3 - The names of employees selected as Union representatives who may represent employees shall be certified in writing to the employer by the local Union.
- Section 4 - If the employer determines that it would be mutually beneficial to conduct monthly or semi-monthly meetings, the local Grievance Committee will meet with the employer at said meetings to adjust pending grievances, to discuss procedures for avoiding future grievances, and to discuss other issues which would improve the relationship between the parties.
- Section 5 - The President and one other Local 672 member may investigate and process grievances during working hours without loss of pay. Notification of the investigation of processing a grievance shall be given to the Director of Facilities prior to any such investigation or processing. Approval of the immediate supervisor shall be obtained prior to leaving the assigned work area.

ARTICLE XI WORK RULES

- Section 1 - When existing work rules are changed or new rules established, they shall be posted prominently on employee bulletin boards five (5) days prior to implementation.
- Section 2 - The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hiring.
- Section 3 - Employees shall comply with all rules that are not in conflict with the terms of this Agreement provided the rules are fairly and uniformly applied. Any unresolved complaint of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.
- Section 4 - The School Board shall provide a safe and healthful workplace and correct all hazards.
- Section 5 - Recognizing the need to provide a safe and healthful workplace, the parties agree to establish a joint Safety and Health Committee which shall meet regularly and promptly for the purposes of identifying and correcting unsafe or unhealthy working conditions. The Committee shall:

- A. Meet on dates established by the Committee to carry out the intent of this Section and to further promote the safety and health of the employees at the work location.
- B. Make personal inspections, participate in government inspections, and investigate complaints concerning allegations of unsafe or unhealthy conditions.
- C. Promote educational programs which will motivate adoption of safe working habits.
- D. Review injury and inspection reports for unsafe and unhealthy patterns of a certain nature or work location.

ARTICLE XII EVALUATION

- Section 1 - All custodians and maintenance personnel shall be evaluated based on the performance of their duties at the end of the probationary period, by the end of the thirtieth (30th) day in a new position, annually, and at any other time as required by the Supervisor. All evaluations shall include a conference involving the evaluator(s) and the employee. All employees shall be required to sign their evaluation to acknowledge receipt of the evaluation.
- Section 2 - A written response may be made by the employee within ten (10) days of any evaluation received other than the probationary evaluation. Such response shall become a part of the employee's personnel file along with the evaluation.

ARTICLE XIII STRIKES AND LOCKOUTS

- Section 1 - No lockout of employees shall be instituted by the employer during the term of the Agreement.
- Section 2 - No strikes of any kind shall be caused or sanctioned by the custodial union during the term of this Agreement or until a new resolution is agreed upon.

ARTICLE XIV MANAGEMENT RIGHTS

- Section 1 - The School Board hereby retains and reserves until itself all powers, rights, authority, duties and responsibilities that are not specifically limited by the express language of this Agreement.

**ARTICLE XV
UNION MEMBERSHIP**

- Section 1 - Union officers will be responsible to bring any new employee dues deduction authorization cards to the payroll office for processing.
- Section 2 - Employees covered by this Agreement who are not dues-paying members of the Union by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, and conditions of payment, as certified by the Union, shall be deducted by the School Board from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names and social security numbers shall be remitted to the Union upon request. The Union shall advise the employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members.
- Section 3 - Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets of a church or religious body of which the employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.
- Section 4 - The Union agrees to hold harmless and indemnify Moline Unit School District No. 40, its School Board, employees and agents as to all claims that may arise in litigation resulting from the implementation or attempted implementation of this Article. Said Union agrees to pay all costs of such litigation including court costs, attorney fees, judgments, penalties and interests.
- Section 5 - Employees may sign up for the voluntary PEOPLE programs, by payroll deduction, at any time. It will be the responsibility of Union officers to take the employees authorization card to the payroll office for processing. Newly hired employee's to the District may enroll after their probationary period ends.

**ARTICLE XVI
TERM OF THE AGREEMENT**

- Section 1 - This Agreement shall be effective as of July 1, 2014, and shall remain in full force and effect until June 30, 2017, or until a successor Agreement has been completed. Negotiations for a successor Agreement shall begin not later than thirty (30) days prior to the expiration date of this Agreement.

Section 2 - Negotiations may, if mutually agreed upon, be reopened by either party at any time during the period covered by this Agreement.

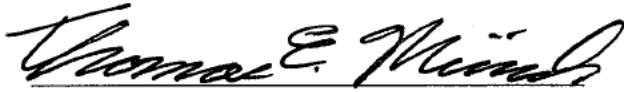
Section 3 - In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date.

**ARTICLE XVII
ACCEPTANCE**

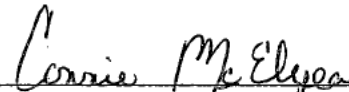
In witness thereof this 28th day of July, 2014.

FOR THE UNION

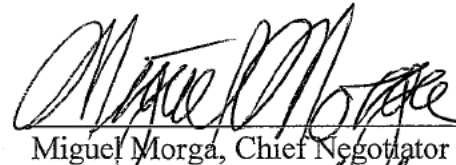
FOR THE BOARD OF EDUCATION



Thomas E. Minick, President



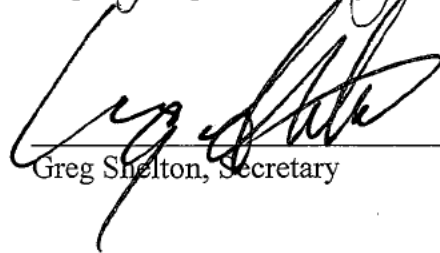
Connie McElyea, President, President



Miguel Morgia, Chief Negotiator



David McDermott, Chief Negotiator



Greg Shelton, Secretary



Lanty McGuire, Board Secretary

**APPENDIX -
AFSCME 2014-2015 Salary Schedule**

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th	15th	16th	17th	18th	19th	20th
Group I - Custodians																				
Annual Salary	\$35,700	\$36,429	\$37,160	\$37,889	\$38,615	\$39,342	\$40,074	\$40,802	\$41,530	\$42,260	\$42,988	\$43,714	\$44,447	\$45,173	\$46,819	\$47,754	\$48,709	\$49,963	\$51,987	\$53,032
Semi-Monthly	\$1,488	\$1,518	\$1,548	\$1,579	\$1,609	\$1,639	\$1,670	\$1,700	\$1,730	\$1,761	\$1,791	\$1,821	\$1,852	\$1,882	\$1,951	\$1,990	\$2,030	\$2,082	\$2,166	\$2,210
Daily Rate	\$137.31	\$140.11	\$142.92	\$145.73	\$148.52	\$151.32	\$154.13	\$156.93	\$159.73	\$162.54	\$165.34	\$168.13	\$170.95	\$173.74	\$180.07	\$183.67	\$187.34	\$192.17	\$199.95	\$203.97
Hourly	\$17.16	\$17.51	\$17.87	\$18.22	\$18.56	\$18.91	\$19.27	\$19.62	\$19.97	\$20.32	\$20.67	\$21.02	\$21.37	\$21.72	\$22.51	\$22.96	\$23.42	\$24.02	\$24.99	\$25.50
Group II - Leadperson Elementary and Wharton/Browning Field																				
Annual Salary	\$37,205	\$37,951	\$38,704	\$39,464	\$40,220	\$40,983	\$41,738	\$42,501	\$43,260	\$44,019	\$44,759	\$45,538	\$46,296	\$47,055	\$48,769	\$49,745	\$50,740	\$52,046	\$54,153	\$55,242
Semi-Monthly	\$1,550	\$1,581	\$1,613	\$1,644	\$1,676	\$1,708	\$1,739	\$1,771	\$1,803	\$1,834	\$1,865	\$1,897	\$1,929	\$1,961	\$2,032	\$2,073	\$2,114	\$2,169	\$2,256	\$2,302
Daily Rate	\$143.09	\$145.97	\$148.86	\$151.78	\$154.69	\$157.63	\$160.53	\$163.47	\$166.39	\$169.30	\$172.15	\$175.14	\$178.06	\$180.98	\$187.57	\$191.33	\$195.15	\$200.18	\$208.28	\$212.47
Hourly	\$17.89	\$18.25	\$18.61	\$18.97	\$19.34	\$19.70	\$20.07	\$20.43	\$20.80	\$21.16	\$21.52	\$21.89	\$22.26	\$22.62	\$23.45	\$23.92	\$24.39	\$25.02	\$26.04	\$26.56
Group III - Leadperson (Middle), Leadperson (2nd Shift High School), General Maintenance, Mail Truck Driver, and Pool Custodian/Athletic Equipment																				
Annual Salary	\$37,699	\$38,455	\$39,223	\$39,991	\$40,761	\$41,530	\$42,299	\$43,067	\$43,838	\$44,607	\$45,375	\$46,143	\$46,912	\$47,682	\$49,420	\$50,408	\$51,416	\$52,740	\$54,876	\$55,979
Semi-Monthly	\$1,571	\$1,602	\$1,634	\$1,666	\$1,698	\$1,730	\$1,762	\$1,794	\$1,827	\$1,859	\$1,891	\$1,923	\$1,955	\$1,987	\$2,059	\$2,100	\$2,142	\$2,198	\$2,286	\$2,332
Daily Rate	\$145.00	\$147.90	\$150.86	\$153.81	\$156.77	\$159.73	\$162.69	\$165.64	\$168.61	\$171.56	\$174.52	\$177.47	\$180.43	\$183.39	\$190.08	\$193.88	\$197.76	\$202.85	\$211.06	\$215.30
Hourly	\$18.12	\$18.49	\$18.86	\$19.23	\$19.60	\$19.97	\$20.34	\$20.71	\$21.08	\$21.45	\$21.81	\$22.18	\$22.55	\$22.92	\$23.76	\$24.23	\$24.72	\$25.36	\$26.38	\$26.91
Group IV - Maintenance Specialists																				
Annual Salary	\$40,081	\$40,884	\$41,696	\$42,515	\$43,334	\$44,152	\$44,971	\$45,789	\$46,605	\$47,422	\$48,241	\$49,061	\$49,878	\$50,696	\$52,543	\$53,594	\$54,665	\$56,073	\$58,344	\$59,517
Semi-Monthly	\$1,670	\$1,703	\$1,737	\$1,771	\$1,806	\$1,840	\$1,874	\$1,908	\$1,942	\$1,976	\$2,010	\$2,044	\$2,078	\$2,112	\$2,189	\$2,233	\$2,278	\$2,336	\$2,431	\$2,480
Daily Rate	\$154.16	\$157.25	\$160.37	\$163.52	\$166.67	\$169.82	\$172.96	\$176.11	\$179.25	\$182.39	\$185.54	\$188.69	\$191.84	\$194.99	\$202.09	\$206.13	\$210.25	\$215.67	\$224.40	\$228.91
Hourly	\$19.27	\$19.66	\$20.05	\$20.44	\$20.83	\$21.23	\$21.62	\$22.01	\$22.41	\$22.80	\$23.19	\$23.59	\$23.98	\$24.37	\$25.26	\$25.77	\$26.28	\$26.96	\$28.05	\$28.61

**APPENDIX -
AFSCME 2015-2016 Salary Schedule**

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th	15th	16th	17th	18th	19th	20th
Group I - Custodians																				
Annual Salary	\$36,414	\$37,158	\$37,903	\$38,647	\$39,387	\$40,129	\$40,875	\$41,618	\$42,361	\$43,105	\$43,848	\$44,588	\$45,336	\$46,076	\$46,755	\$48,709	\$49,683	\$50,962	\$53,027	\$54,093
Semi-Monthly	\$1,517	\$1,548	\$1,579	\$1,610	\$1,641	\$1,672	\$1,703	\$1,734	\$1,765	\$1,796	\$1,827	\$1,858	\$1,889	\$1,920	\$1,990	\$2,030	\$2,070	\$2,123	\$2,209	\$2,254
Daily Rate	\$140.05	\$142.91	\$145.78	\$148.64	\$151.49	\$154.34	\$157.21	\$160.07	\$162.93	\$165.79	\$168.65	\$171.49	\$174.37	\$177.22	\$183.67	\$187.34	\$191.09	\$196.01	\$203.95	\$208.05
Hourly	\$17.51	\$17.86	\$18.22	\$18.58	\$18.94	\$19.29	\$19.65	\$20.01	\$20.37	\$20.72	\$21.08	\$21.44	\$21.80	\$22.15	\$22.96	\$23.42	\$23.89	\$24.50	\$25.49	\$26.01
Group II - Leadperson Elementary and Wharton/Browning Field																				
Annual Salary	\$37,949	\$38,710	\$39,478	\$40,253	\$41,025	\$41,802	\$42,573	\$43,351	\$44,125	\$44,899	\$45,655	\$46,448	\$47,222	\$47,996	\$49,744	\$50,740	\$51,754	\$53,087	\$55,237	\$56,347
Semi-Monthly	\$1,581	\$1,613	\$1,645	\$1,677	\$1,709	\$1,742	\$1,774	\$1,806	\$1,839	\$1,871	\$1,902	\$1,935	\$1,968	\$2,000	\$2,073	\$2,114	\$2,156	\$2,212	\$2,302	\$2,348
Daily Rate	\$145.96	\$148.89	\$151.84	\$154.82	\$157.79	\$160.78	\$163.74	\$166.74	\$169.71	\$172.69	\$175.59	\$178.65	\$181.62	\$184.60	\$191.32	\$195.15	\$199.06	\$204.18	\$212.45	\$216.72
Hourly	\$18.24	\$18.61	\$18.98	\$19.35	\$19.72	\$20.10	\$20.47	\$20.84	\$21.21	\$21.59	\$21.95	\$22.33	\$22.70	\$23.08	\$23.92	\$24.39	\$24.88	\$25.52	\$26.56	\$27.09
Group III - Leadperson (Middle), Leadperson (2nd Shift High School), General Maintenance, Mail Truck Driver, and Pool Custodian/Athletic Equipment																				
Annual Salary	\$38,453	\$39,224	\$40,007	\$40,791	\$41,576	\$42,361	\$43,145	\$43,929	\$44,714	\$45,499	\$46,282	\$47,065	\$47,850	\$48,636	\$50,408	\$51,416	\$52,445	\$53,795	\$55,973	\$57,098
Semi-Monthly	\$1,602	\$1,634	\$1,667	\$1,700	\$1,732	\$1,765	\$1,798	\$1,830	\$1,863	\$1,896	\$1,928	\$1,961	\$1,994	\$2,026	\$2,100	\$2,142	\$2,185	\$2,241	\$2,332	\$2,379
Daily Rate	\$147.90	\$150.96	\$153.87	\$156.89	\$159.91	\$162.93	\$165.94	\$168.96	\$171.98	\$175.00	\$178.01	\$181.02	\$184.04	\$187.06	\$193.88	\$197.76	\$201.71	\$206.90	\$215.28	\$219.61
Hourly	\$18.49	\$18.86	\$19.23	\$19.61	\$19.99	\$20.37	\$20.74	\$21.12	\$21.50	\$21.87	\$22.25	\$22.63	\$23.00	\$23.38	\$24.23	\$24.72	\$25.21	\$25.86	\$26.91	\$27.45
Group IV - Maintenance Specialists																				
Annual Salary	\$40,883	\$41,702	\$42,529	\$43,365	\$44,200	\$45,035	\$45,870	\$46,705	\$47,537	\$48,371	\$49,206	\$50,042	\$50,875	\$51,710	\$53,594	\$54,666	\$55,758	\$57,195	\$59,510	\$60,707
Semi-Monthly	\$1,703	\$1,738	\$1,772	\$1,807	\$1,842	\$1,876	\$1,911	\$1,946	\$1,981	\$2,015	\$2,050	\$2,085	\$2,120	\$2,155	\$2,233	\$2,278	\$2,323	\$2,383	\$2,480	\$2,529
Daily Rate	\$157.24	\$160.39	\$163.57	\$166.79	\$170.00	\$173.21	\$176.42	\$179.63	\$182.84	\$186.04	\$189.25	\$192.47	\$195.67	\$198.89	\$206.13	\$210.25	\$214.45	\$219.98	\$228.89	\$233.49
Hourly	\$19.66	\$20.05	\$20.45	\$20.85	\$21.25	\$21.65	\$22.05	\$22.45	\$22.85	\$23.25	\$23.66	\$24.06	\$24.46	\$24.86	\$25.77	\$26.28	\$26.81	\$27.50	\$28.61	\$29.19

**APPENDIX -
AFSCME 2016-2017 Salary Schedule**

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th	15th	16th	17th	18th	19th	20th
Group I - Custodians																				
Annual Salary	\$36,960	\$37,715	\$38,472	\$39,226	\$39,978	\$40,731	\$41,489	\$42,242	\$42,996	\$43,752	\$44,505	\$45,257	\$46,016	\$46,768	\$48,472	\$49,440	\$50,428	\$51,727	\$53,822	\$54,904
Semi-Monthly	\$1,540	\$1,571	\$1,603	\$1,634	\$1,666	\$1,697	\$1,729	\$1,760	\$1,792	\$1,823	\$1,854	\$1,886	\$1,917	\$1,949	\$2,020	\$2,060	\$2,101	\$2,155	\$2,243	\$2,288
Daily Rate	\$142.15	\$145.06	\$147.97	\$150.87	\$153.76	\$156.66	\$159.57	\$162.47	\$165.37	\$168.28	\$171.17	\$174.07	\$176.98	\$179.88	\$186.43	\$190.15	\$193.96	\$198.95	\$207.01	\$211.17
Hourly	\$17.77	\$18.13	\$18.50	\$18.86	\$19.22	\$19.58	\$19.95	\$20.31	\$20.67	\$21.03	\$21.40	\$21.76	\$22.12	\$22.48	\$23.30	\$23.77	\$24.24	\$24.87	\$25.88	\$26.40
Group II - Leadperson Elementary and Wharton/Browning Field																				
Annual Salary	\$38,518	\$39,291	\$40,070	\$40,857	\$41,640	\$42,429	\$43,211	\$44,002	\$44,787	\$45,573	\$46,339	\$47,145	\$47,931	\$48,716	\$50,491	\$51,501	\$52,531	\$53,883	\$56,065	\$57,192
Semi-Monthly	\$1,605	\$1,637	\$1,670	\$1,702	\$1,735	\$1,768	\$1,800	\$1,833	\$1,866	\$1,899	\$1,931	\$1,964	\$1,997	\$2,030	\$2,104	\$2,146	\$2,189	\$2,245	\$2,336	\$2,383
Daily Rate	\$148.15	\$151.12	\$154.12	\$157.14	\$160.15	\$163.19	\$166.20	\$169.24	\$172.26	\$175.28	\$178.23	\$181.33	\$184.35	\$187.37	\$194.19	\$198.08	\$202.04	\$207.24	\$215.63	\$219.97
Hourly	\$18.52	\$18.89	\$19.26	\$19.64	\$20.02	\$20.40	\$20.77	\$21.15	\$21.53	\$21.91	\$22.28	\$22.67	\$23.04	\$23.42	\$24.27	\$24.76	\$25.26	\$25.91	\$26.95	\$27.50
Group III - Leadperson (Middle), Leadperson (2nd Shift High School), General Maintenance, Mail Truck Driver, and Pool Custodian/Athletic Equipment																				
Annual Salary	\$39,030	\$39,812	\$40,608	\$41,403	\$42,200	\$42,996	\$43,793	\$44,588	\$45,385	\$46,181	\$46,976	\$47,771	\$48,568	\$49,365	\$51,164	\$52,188	\$53,231	\$54,602	\$56,813	\$57,955
Semi-Monthly	\$1,626	\$1,659	\$1,692	\$1,725	\$1,758	\$1,792	\$1,825	\$1,858	\$1,891	\$1,924	\$1,957	\$1,990	\$2,024	\$2,057	\$2,132	\$2,174	\$2,218	\$2,275	\$2,367	\$2,415
Daily Rate	\$150.12	\$153.12	\$156.18	\$159.24	\$162.31	\$165.37	\$168.43	\$171.49	\$174.56	\$177.62	\$180.68	\$183.74	\$186.80	\$189.87	\$196.79	\$200.72	\$204.74	\$210.01	\$218.51	\$222.90
Hourly	\$18.76	\$19.14	\$19.52	\$19.91	\$20.29	\$20.67	\$21.05	\$21.44	\$21.82	\$22.20	\$22.58	\$22.97	\$23.35	\$23.73	\$24.60	\$25.09	\$25.59	\$26.25	\$27.31	\$27.86
Group IV - Maintenance Specialists																				
Annual Salary	\$41,496	\$42,327	\$43,167	\$44,016	\$44,863	\$45,711	\$46,558	\$47,405	\$48,250	\$49,097	\$49,944	\$50,792	\$51,639	\$52,486	\$54,398	\$55,486	\$56,595	\$58,063	\$60,403	\$61,618
Semi-Monthly	\$1,729	\$1,764	\$1,799	\$1,834	\$1,869	\$1,905	\$1,940	\$1,975	\$2,010	\$2,046	\$2,081	\$2,116	\$2,152	\$2,187	\$2,297	\$2,312	\$2,358	\$2,419	\$2,517	\$2,567
Daily Rate	\$159.60	\$162.80	\$166.03	\$169.29	\$172.55	\$175.81	\$179.07	\$182.33	\$185.58	\$188.83	\$192.09	\$195.36	\$198.61	\$201.87	\$209.22	\$213.41	\$217.67	\$223.28	\$232.32	\$236.99
Hourly	\$19.95	\$20.35	\$20.75	\$21.16	\$21.57	\$21.98	\$22.38	\$22.79	\$23.20	\$23.60	\$24.01	\$24.42	\$24.83	\$25.23	\$26.15	\$26.68	\$27.21	\$27.91	\$29.04	\$29.62

Exhibit 4

AGREEMENT

**MOLINE-COAL VALLEY
BOARD OF EDUCATION**

&

AFSCME LOCAL 672

2017 – 2018 School Year

Also available online at www.molineschools.org

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PREAMBLE

This Agreement is entered into between the Board of Education of School District No. 40, Moline, Illinois, hereinafter referred to as the 'School Board' or 'District' and the American Federation of State, County and Municipal Employees, (AFSCME), Council 31, AFL-CIO on behalf of Local 672 custodial and maintenance employees hereinafter referred to as 'Local 672', 'union' or 'employees'.

Whereas it is the desire of both parties to maintain the existing harmonious relationship between the District and Local 672 and to promote cooperation and understanding between the District and its employees, to encourage economy of operation, and to promote the morale, well being and security of employees and whereas the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed to as follows:

That the School Board or its delegated representatives will meet with representatives of Local 672 at such times and places as mutually agreed upon by the School Board and official representatives of Local 672 for the purpose of discussion of matters of concern to either party.

ARTICLE I EFFECT OF AGREEMENT

- Section 1 - The terms of this Agreement shall be applicable to all full-time custodial and maintenance employees of the School Board and said terms shall remain in effect during the lifetime of this Agreement or until a new Agreement is ratified.
- Section 2 - If any Article, Section, or sentence of this Agreement is or becomes in violation of Law, or is declared invalid, illegal or unconstitutional by competent jurisdiction, said Article, Section, or sentence shall automatically be deleted from this Agreement to the extent that it violates the Law. However, the remaining Articles, Sections, and sentences shall remain in full force and effect for the duration of this Agreement. The parties shall attempt to renegotiate the invalidated part or provision.

ARTICLE II TERMS OF EMPLOYMENT

For the purpose of Agreement, the term "days" shall refer to working days, excluding holidays unless otherwise stated.

- Section 1 - All new employees shall be employed as per the rules and regulations of the Board of Education. Whenever new custodial or maintenance personnel are employed, they shall work in such position subject to a probationary period of ninety (90) calendar days during which period the Board of Education may terminate their employment at its option and without the right of appeal in any

manner whatsoever on the part of the employee. The District will notify the union of hire in dates or termination dates. All full-time employees covered by this Agreement who have satisfactorily completed the probationary period and who provide evidence of good health through a physical examination as required by the School Board and are employed thereafter shall have regular employment status and shall be entitled to all the rights, protection and responsibilities provided for in the terms of this Agreement. The Board of Education reserves the right to extend a new employee's probationary period the same number of work days that the employee is off work, due to injury or illness, beyond the normal one day of sick leave per month which is currently granted to probationary employees.

- Section 2 - Eight (8) hours shall constitute a workday exclusive of the lunch period and forty (40) hours shall constitute a workweek. A full-time employee refers to those employed four (4) hours or more on a daily basis. The normal workweek shall be Monday through Friday. Any change in the normal schedule shall not be implemented for the purpose of avoiding overtime payment.
- Section 3 - Any break time authorized by the District will take place at the location assigned for the custodian and at the location of the assigned work for the maintenance employee.
- Section 4 - All custodial and maintenance employees shall work a daily schedule as determined by the School Board or its designated representatives. The usual daily work that is done during the week by custodians shall not normally be done by those in supervisory positions. It shall be the responsibility of each custodian to ensure that the building or area of the building to which he is assigned shall consistently be maintained in a neat, clean, and orderly manner.
- Section 5 - Insofar as is practical, all work assignments, whether straight time or overtime, shall be divided equally among all employees so assigned. Employees who, on a temporary basis, are assigned to work areas in a higher pay classification shall receive the higher rate of pay for the hours actually worked if three (3) or more consecutive days are worked in that position and will be paid at the level of his/her years of service in the higher grade.
- Section 6 - If school is canceled due to weather conditions, an employee covered by this Agreement will not be docked for pay if he/she arrives late providing he/she notifies his/her immediate supervisor that he/she will be late and he/she does arrive in time to complete at least one-half of his/her scheduled shift. An employee will not be required to stay home from his or her regular shift or be required to go home before completing his or her regular shift without pay.
- Section 7 - Any custodial or maintenance employee who changes position and who has not previously met the Criminal Background Investigation requirements and the

Abused and Neglected Child Reporting Act requirements must do so within ten (10) working days.

Section 8 - New hires will be allowed to meet with the Union representative for one hour, at a mutually agreeable time, within thirty (30) days of the new employees hire date to discuss responsibilities and union affiliation matters. These meetings will be held at the new hire's assigned building.

Section 9 - Employees will be reimbursed for travel in personal vehicles required as part of their duties at the rate designated by the Board of Education.

ARTICLE III SHIFTS AND OVERTIME

Section 1 - Shifts

- A. Any shift starting at 5:00 a.m. until 7:00 a.m. shall be considered first shift. Any shift starting at 2:00 p.m. until 3:00 p.m. shall be considered second shift. Any shift starting at 10:00 p.m. until 11:00 p.m. shall be considered third shift. Any shift not defined above shall be considered a split shift.
- B. Second shift employees shall be entitled to a shift differential of forty-five (45) cents per hour. Third shift employees shall be entitled to a shift differential of sixty-five (65) cents per hour. The shift differential shall be paid only to those employees who begin their shift at 2:00 p.m. or after or 10:00 p.m. or after, except for custodians who work a split shift. If time worked falls in a shift where there is additional pay, then the worker shall be paid at the rate applicable to that shift for the hours worked in that shift provided the employee has worked at least four (4) hours in that shift.
- C. Management may not temporarily change employee's normal shift starting times, except, during the fall, winter, spring, and summer breaks when students are not in session. At the High School, if shifts are changed during the break period, shift assignments will be based on seniority. The more senior employees would have their choice on which shifts they would work. Those affected by a temporary shift starting time will receive their normal shift differential for the first day of the shift change.

Section 2 - Overtime

The regular base salary rate shall be paid for all hours worked up to forty (40) hours per week. The rate of compensation for hours worked in excess of forty

(40) hours per week shall be paid at one and one-half (1-1/2) times the regular rate. Overtime work performed on holidays and Sunday shall be paid double the regular rate.

All overtime shall be divided as equally as possible among the full-time employees within a given classification.

Only the Principal, Custodial Services Coordinator/Lead Custodian MHS, or Coordinator of Facility Services shall assign overtime work, with authorization from the Director of Facilities or his designee.

Overtime shall normally be on a voluntary basis; however, in the event of unusual or emergency situations all employees shall cooperate in every way possible to deal with the emergency. Substitutes and temporary employees shall not work more than 40 hours in a workweek unless no member of the bargaining unit in the building, or maintenance department if maintenance work, volunteers to work the hours in excess of 40.

ARTICLE IV SENIORITY

- Section 1 - Seniority shall begin with the date of original employment and shall include only time for which pay has been received except that total seniority shall not be diminished by temporary layoffs due to lack of work or lack of funds. A temporary layoff shall be interpreted to mean less than three (3) months. If two or more employees are hired on the same date, the seniority list ranking will be determined by those employees drawing a number out of a hat, conducted by the Assistant Superintendent for Administration and Human Resources and the AFSCME Local 672 President.
- Section 2 - Whenever it becomes necessary to employ additional workers, either in vacancies or in new positions subject to the provisions of this Agreement, former employees who have rendered satisfactory service and who have been laid off from service, without delinquency or misconduct on their part, shall be entitled to be re-employed in such vacancies or new positions in preference to all other people for a period of two years after layoff provided that they are immediately available and physically capable of performing the required work. A physical exam, at the employee's expense, will be required prior to reemployment.
- Section 3 - Whenever it becomes necessary to lay off employees due to shortage of work or lack of funds, employees shall be laid off in inverse order to their length of service and they shall possess reemployment rights as herein-after defined.
- Section 4 - When an employee is laid off due to a reduction in the work force, or loses his or her position due to a reduction in the work force, he or she shall be permitted to

exercise his or her seniority rights to bump a less senior employee in an equal or lower job classification provided that he or she is as qualified as indicated by his or her skills, ability, and job performance.

Section 5 - When Maintenance Specialist positions (group 4 of the salary schedule) are created or when they become vacant, within thirty (30) working days, it will be advertised to candidates outside the District. Then, the position(s) must be posted to the bargaining unit for a period of five (5) working days. Such positions must be filled within twenty-five (25) working days after the expiration of the internal job bid.

When positions are created or jobs become vacant in Categories I, II and III of the salary schedule, the opening will be posted within ten (10) working days, then posted for five (5) working days, then filled within twenty (20) working days.

Seniority shall prevail unless a less senior employee has superior qualifications, skill and/or ability to perform the work in that position. It shall be the general intent of the District to promote from within the bargaining unit. Employees shall be notified with the results of the job bid within seven (7) working days of the bid closing.

Section 6 - Employees transferring from one position to another shall serve an immediate thirty (30) day probationary period. Any employee found to be unsatisfactory at the end of the thirty-day probationary period shall be placed in the first available position that is similar to the one from which he transferred, regardless of shift.

Section 7 - All employees covered by this Agreement shall give at least two weeks written notice of their intention to discontinue service with the School Board.

In the event the School Board must lay off employees, the Board must notify the employees in writing, thirty (30) calendar days prior to the layoff.

Section 8 - Custodial or maintenance employees who assume supervisory responsibilities and, therefore, are not covered under this Agreement shall have their seniority frozen as of the date of transfer to the supervisory position. They will begin accruing additional seniority as of the date they return to the custodial or maintenance work force and become eligible to be covered by the provisions of this Agreement.

Section 9 - Temporary job openings are defined as job vacancies that may periodically develop due to the absence of an employee because of vacations, sick and injury leave, or other leave of absence. A temporary vacancy may not extend beyond two years. After two years, the vacancy will be considered a permanent vacancy. An employee returning from a leave of absence will have all rights under the seniority article.

**ARTICLE V
VACATIONS**

Section 1 - Twelve (12) month full-time custodial and maintenance personnel shall be entitled to an annual vacation with pay, which shall be determined by the number of years of service from July 1 of each year of employment.

<u>Employment Year of Service</u>	<u>Annual Vacation Earned</u>	<u>Days Vacation Earned</u>	<u>Vacation Allocation per Month</u>
One (1) year	one (1) week	5	0.42
Two (2) years	two (2) weeks	10	0.83
Five (5) years	three (3) weeks	15	1.25
Ten (10) years	four (4) weeks	20	1.67

Section 2 - Vacation time can be taken in half or full day increments. Vacation days will be earned on a monthly basis and allocated monthly. Earned vacation can accumulate annually. Employees will be allowed to carryover fifteen (15) vacation days into the next year.

Section 3 - Upon retirement, qualified employees requesting the Retirement Stipend (Article VII, Section 14, Page 14), will be allowed and required to use their vacation days prior to the last scheduled day of employment. These vacation days can be taken during student attendance days, with prior supervisor approval. Employees not qualified under the Retirement Stipend Section, upon their retirement, can have their unused vacation days added to their last days of employment. There will be no payment for unused vacation days.

Section 4 - Employees with five (5) years of service or more may take up to five (5) of their vacation days when students and teaching staff are in session. The balance of their vacation days must be taken when students and teaching staff are not in session. This excludes the maintenance department, Allendale, Coolidge/High School split position, and the Field House. Individual exceptions due to unusual circumstances may be allowed, at the discretion of the Assistant Superintendent for Administration and Human Resources

Section 5 - Employees who have completed less than one (1) year of service by July 1 shall be entitled to vacation with pay on a pro rata basis. Only full months of employment shall be used in calculating vacations.

Section 6 - Employees who work four (4) hours or more per day shall be entitled to vacation on a pro rata basis.

Section 7 - Choice of vacation schedules within a building shall be granted based on seniority with the approval of the supervisor.

**ARTICLE VI
HOLIDAYS**

Section 1 - Holidays

All personnel employed as full-time employees will be entitled to the following paid holidays:

- Day before New Year's Day
- New Year's Day
- President's Day
- Martin Luther King's Birthday
- Count Casimir Pulaski's Birthday (*see Section 2*)
- Good Friday
- One (1) Spring Break Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day (*see Section 6*)
- Veteran's Day (*when occurring on a weekday*)
- Thanksgiving Day
- Friday after Thanksgiving Day
- The day before Christmas Day
- Christmas Day
- Floating Holiday (*see Section 7*)

Section 2 - Each year, when the school calendar includes Casimir Pulaski's birthday as a school attendance day, employees will be granted the first work day following the observance of the Christmas day holiday as a holiday in place of the Casimir Pulaski birthday holiday.

Section 3 - With the exception of Independence Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, and New Year's Day, any holiday that occurs on Saturday or Sunday shall not be observed on any work day nor shall compensation be paid for work performed on holidays unless authorized by the Director of Facilities or his designee. If a holiday occurs on a weekend, Saturday holidays shall be observed on the preceding Friday and Sunday holidays shall be observed on the following Monday, except in those instances where the change would affect the normal operation of the school system in which instance a day would be added to the individual's regular vacation period. If two holidays occur on consecutive days and one of the days is a weekend day, the holidays will be observed on the nearest two consecutive weekdays.

Section 4 - A holiday occurring within a scheduled vacation period shall not count as a day of vacation, nor shall a holiday occurring while an employee is on leave of absence for illness or injury count against the employee's sick leave days.

- Section 5 - One Spring Break Day shall be granted in conjunction with the District's Spring Break. Local 672's President and the Assistant Superintendent for Administration and Human Resources shall set that day, with preference being given for a three-day weekend. If Good Friday should occur at the same time as the Spring Break, preference would be to create a four-day weekend. Labor and management shall set those days with preference being given to a Friday/Monday combination creating a four-day weekend.
- Section 6 - In the event that the school calendar has students in session on Columbus Day, all twelve (12) month full-time custodial and maintenance personnel shall be entitled to a floating Holiday that needs to be scheduled as a paid vacation day as is stated in the terms of the contract in Article V, Vacations. This day will be posted on July 1, of each year.
- Section 7 - All twelve (12) month full-time custodial and maintenance personnel shall be entitled to a floating Holiday that needs to be scheduled as a paid vacation day as is stated in the terms of the contract in Article V, Vacations. This day will be posted on July 1, of each year.

ARTICLE VII LEAVES

- Section 1 - Sick leave with pay shall be granted on the basis of fifteen (15) days per year for each full-time employee. Unused sick leave shall be cumulative with no limit on the total number of days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family household. All employees covered under this Agreement shall receive sick leave on a pro rata basis for the days worked. Probationary employees shall be entitled to use a maximum of one (1) day per month from the annual allocation of fifteen (15) during the probationary period. For the purpose of this section, the immediate family shall include parents, spouse, brothers, sisters, children, grand-parents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians as specified in Section 24-6 of the School Code of Illinois.
- Section 2 - SICK LEAVE BANK
- A. The Sick Leave Bank is intended to be used by any one of its members if he/she should suffer a catastrophic illness or injury or in the event that one of his/her immediate family members would suffer a catastrophic illness or injury. The definition of immediate family member is stated in Section 1 of this Article.
 - B. The definition of catastrophic illness or injury shall be as follows: The Sick Leave Bank is intended to cover temporarily disabled or incapacitated employees and/or members of their immediate family

resulting from life threatening illness or injury of catastrophic proportions resulting in a medical condition for which a physician has certified the condition is likely to result in a loss of thirty (30) or more work days during the calendar year. Documentation of such illness or injury from a physician is required to be submitted with any request to use the Sick Leave Bank.

- C. To enroll in the Bank, a participating employee must be a full-time employee with a minimum of one (1) year of service and must have a minimum of fourteen (14) unused sick days of their own, on May 31st, in the year they apply.
- D. When a Bank member has exhausted all of their available benefit/leave time, they may apply to use up to twenty-five (25) workdays from the Sick Leave Bank, during a twelve-month period. Application forms are available in the Human Resource Office and must be submitted prior to exhausting all of their own available leave.
- E. Employees that have donated three (3) or more sick leave days to the sick leave bank will be lifetime members of the sick leave bank for the duration of their employment with the School District as a member of AFSCME Local 672. They must have donated at least one (1) day of their sick time to become a member for one (1) year. To become a lifetime member, those employees must donate at least three (3) days within a consecutive three (3) year period. An employee may donate up to ten (10) days per calendar year as desired at the time of enrollment or any time thereafter.

When an employee separates employment with the District, the employee may volunteer to donate up to ten (10) days of their accumulated sick leave time to the Sick Bank at the time of their employment separation, if the Sick Bank has under 250 day of balance.

- E.1. If the total number of days in the sick leave bank should fall below seventy-five (75), lifetime members must donate one (1) day to remain as a lifetime member. Yearly members of the bank would also donate one (1) more day to remain in the bank.
- E.2. If a member uses more than three (3) days from the Sick Leave Bank, the following July 1, three (3) days of his/her personal sick leave days will be placed into the Sick Leave Bank. Notification must be provided in writing by the union to the Assistant Superintendent for Administration & Human Resources by June 15th of the preceding fiscal year.

- F. Employees may voluntarily enroll between May 1 and May 31 of each year pursuant to paragraphs E and E.1. The donated days will be subtracted from the employees' accumulated sick leave balance at the same time that newly posted sick leave days are added to the employees' accumulated sick leave balance.
- G. A review committee shall be established with two members from the Union and one from the District to determine employee eligibility pursuant to the guidelines established herein. Any decision made herein shall be final and binding.
- H. Local 672 shall be provided a copy of the forms used for determination for all claims within 10 work days of the date that the determination is made.
- I. If an employee intends to file a claim for his/her injuries or illness under the Workers' Compensation Act or Workers' Occupational Diseases Act or IMRF or any other entity, he/she shall not be eligible for Sick Leave Bank use.
- J. Any employee shall not be eligible to withdraw the sick leave time he or she has contributed to the pool.
- K. Abuse of the use of the sick leave bank should be investigated by the District and upon finding of wrongdoing on the part of the participating employee, that employee shall repay all sick leave days drawn from the sick leave bank and shall be subject to other disciplinary action. Information regarding the alleged misuse of the sick leave bank shall be provided to the Local 672 members of the review committee prior to the initiation of any action against the employee. Such employee shall be removed from the sick leave bank.
- L. Upon termination, retirement, or death, neither a participating employee nor the participating employee's estate shall be entitled to payment for unused sick leave acquired from the sick leave bank.
- M. Either party may request a review of this policy and any changes shall be subject to negotiations and mutual agreement of the parties.

Section 3 - A maximum of five (5) days of leave, without loss of pay, shall be granted upon the death of a relative of the employee or employee's spouse. The Assistant Superintendent for Administration and Human Resources may allow up to one (1) day leave for the death of a close friend. The maximum limits may be extended upon application and approval of the building principal and the Assistant Superintendent for Administration and Human Resources. Bereavement leave need not be successive days. Such bereavement leave shall include leave for any business-related responsibilities. Further, such bereavement leave shall not

reduce the total number of accumulated sick leave days. Probationary employees are entitled to use bereavement leave during the probationary period in the event of the death of an immediate family member as listed in Section 1 of Article VII.

Section 4 - Three (3) days are granted annually at full pay and may be used for personal business and no reason for said leave need be given. Personal business leave shall be allowed to accumulate to six (6) days and an employee may use up to six (6) personal business days in a school year. Personal business leave shall not be used to receive remuneration. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal business leave day except in the case of emergency. The Assistant Superintendent for Administration and Human Resources shall approve all emergency use of personal business leave. Probationary employees are not entitled to such leave.

Advance notice of the necessity for such personal business leave shall be given to one's immediate supervisor as early as possible.

Prior to July 1 of the next contract year, any unused personal business leave in excess of six (6) days shall be applied to the individual's accumulated sick leave.

Custodial/maintenance employees working a fractional part of a work year shall receive personal business leave on a pro rata basis.

Section 5 - Written leave of absence without pay for periods not in excess of six (6) months in any one year may be granted by the School Board, in the case of sickness or disability, to any employee after the satisfactory completion of the probationary service period. During said leave, the disabled employee shall provide written verification by a licensed physician and/or chiropractic physician. Such verification shall show the diagnosis, prognosis, and expected duration of the disability unless the nature of the illness precludes the need for such frequency. If the District has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work, the District may rely upon the decision of an impartial physician as to the employee's ability to return to work. An employee to whom written leave of absence has been granted shall be entitled, at the expiration of the time named in such leave, to be reinstated to the position in which he was employed at the time the leave was granted or to a position of equal status. Probationary employees are not entitled to such leave.

Section 6 - Failure to return from a leave of absence within five (5) working days after the expiration date thereof may be cause for discharge unless it is impossible for the employee to so return and evidence of such impossibility is presented to the School Board within five (5) days after the expiration of the leave of absence or as soon as physically possible.

Section 7 - Family and Medical Leave (See Board of Education Policy 5:185).

**ARTICLE VIII
SALARY AND FRINGE BENEFITS**

Section 1 - Salaries of all employees covered by this Agreement shall be determined by the salary schedule shown in the Appendix.

Section 2 - After the completion of the 90-day probationary period, all full-time employees (40 hours per week) will have the option to participate in the Hospital/Physician PPO reflective of the following contributions.

A. Single Employee Coverage for Health and Dental
Eligible employees may elect single coverage as follows:

Fee: \$103.92 per month for the 2017-2018 contract year, is the required contribution towards the single coverage premium. This contribution may be tax sheltered by completing the Flexible Benefits Plan enrollment form. Further, such coverage shall remain in force until a subsequent Agreement is ratified or unless the employee elects to drop the single coverage.

B. Family Dependent Coverage for Health and Dental
Eligible employees may elect dependent coverage as follows:

Fee: \$322.46 per month for the 2017-2018 contract year, is the required contribution towards the dependent coverage premium. This contribution may be tax sheltered by completing the Flexible Benefits Plan enrollment form. Further, such coverage shall remain in force until a subsequent Agreement is ratified or unless the employee elects to drop the dependent coverage.

C. After the 2015-2016 school year, the District has implemented a program whereby two levels of required employee contributions are established – a premium level and standard level. Such premium level will apply to employees who are non-tobacco users and who obtain an annual physical. The standard level will apply to employees who are tobacco users and/or fail to obtain an annual physical. The amounts of required employee contributions at each level, and standards for meeting the premium level versus standard level shall be determined by the District's insurance committee.

Effective June 30, 2018, the employee contributions will increase by one percent (1%) of the total cost of insurance for single and one and one-half percent (1.5%) for of the total cost of insurance for dependent coverages.

- Section 3 - The District shall deduct from the salary of employees electing to participate in the Flexible Spending Account Plan monies for the purpose of pre-tax (tax sheltered) payment(s) for any one or more of the following options subject to limitations defined by the Internal Revenue Code:
- A. Medical and dental expenses
 - B. Medically-related insurance premiums
 - C. Dependent care
- Section 4 - Term life insurance and accidental death and dismemberment insurance in the amount of \$50,000 each will be provided for all regularly employed custodial and maintenance employees who work forty (40) hours or more per week and who have completed the probationary period. The School Board will pay the full cost of such employee coverage.
- Section 5 - Where reasonable precaution is taken and proof of loss provided, the District will reimburse custodial and maintenance employees for loss, damage, or destruction of clothing or personal property resulting from theft and/or vandalism while on duty in the school or on the school premises to a maximum of two hundred fifty dollars (\$250.00). Vehicles shall be covered under this section provided the following conditions are met:
- 1. Police report filed and copy to the District.
 - 2. Insurance claim filed and a copy to the District.
 - 3. Vandalism/theft occurs on school property during work hours.
 - 4. Vehicles must be properly parked and secured.
 - 5. There must be evidence of forced entry for claims regarding property inside the vehicle.
 - 6. Pay up to \$250 per incident or the insurance deductible, whichever is lower.
- Section 6 - In the event that the Local 672 desires to send representatives to attend Union conventions for Union business, such representatives shall be allowed time off with pay provided the total hours off for such representatives does not exceed fifty-six (56) hours in any one year and provided that convention leave requests are submitted to the Assistant Superintendent for Administration and Human Resources for approval as soon as possible prior to the leave.
- Section 7 - Effective January 1, 1984, the state and federal income tax on the 4-1/2% IMRF employee contributions will be deferred until such contributions are paid to the employee in the form of a pension or separation refund or as a death benefit to the employee's beneficiaries. Under the plan, the School Board will no longer pay the employee's gross wages and then deduct the 4-1/2% for the employee IMRF contribution but will pay the employee an amount equal to his wages minus the 4-1/2% deduction and deposit the 4-1/2% directly with IMRF. This plan is subject

to all federal and state income tax laws. Contributions to IMRF by the employee and the School Board shall begin on the first day of employment.

Section 8 - The School Board shall pay one-half (1/2) the premium for the health and medical insurance program as determined by the Board of Education for persons who retire after May 30, 1980 and before June 30, 2018. To qualify for such District-paid premiums, employees must be eligible for retirement benefits under the Illinois Municipal Retirement Fund at the time of retirement and must have completed at least eight (8) years of continuous employment in the District. Such paid premiums shall extend for the length of time computed on the basis of the following formula:

- A. Years of Service -
One year of service in District No. 40 is equal to one month's premium for health and medical insurance coverage.
- B. Unused Sick Leave -
One day of accumulated sick leave in District No. 40 is equal to one week premium for health and medical insurance coverage, effective for all retirements after June 30, 2013.

All employees hired for the 2008-2009 contract year after November 1, 2008 and thereafter, continuation in this program will be for a maximum of ten (10) years; or until the employee is eligible for Medicare, whichever occurs first. Those who retire with less than fifteen (15) years of service are not eligible to continue in the District's health insurance program.

Effective June 30, 2018, the School Board shall pay one-half (1/2) the premium for the health and medical insurance program as determined by the Board of Education for persons who retire after June 30, 2018. To qualify for such District-paid premiums, employees must be eligible for retirement benefits under the Illinois Municipal Retirement Fund at the time of retirement and must have completed at least fifteen (15) years of continuous employment in the District. Such paid premiums shall extend for the length of time computed on the basis of the following formula:

- A. Years of Service -
One year of service in District No. 40 is equal to two and one-half (2 1/2) month's premium for health and medical insurance coverage.

Section 9 - Absence due to injury or illness incurred in the course of the custodial or maintenance employee's employment shall not be charged against the custodial or maintenance employee's sick leave days and, further, the School Board shall pay to such custodial or maintenance employee the difference between his salary and benefits received under the Illinois Workers' Compensation Act for the duration

of such absence. Such School Board paid absence shall be limited to one hundred eighty (180) custodial or maintenance employee employment days.

- Section 10 - The Chief Financial Officer, the Director of Facilities, the President of the Local 672, and two other Local 672 officers will meet as necessary at 3:00 p.m. on the last work day of the month to discuss problems and concerns and to improve communications. Special meetings may be called by mutual agreement.
- Section 11 - The cost of uniform service for maintenance personnel will be paid by the School Board subject to an amount not to exceed a total of six thousand four hundred dollars (\$6,400) per fiscal year for all maintenance employees combined.
- Section 12 - Prescription safety glasses will be provided to maintenance employees. All cost for eye examinations shall be at the expense of the employee. Cost to the School Board shall be limited to one hundred seventy-five dollars (\$175) over the year for one (1) pair of prescription safety glasses for those employees required to wear glasses for vision correction. Employees must bring the employer proof of safety glasses payment, from their choice of provider, to receive District reimbursement for up to one hundred seventy-five dollars (\$175).
- Section 13 - Whenever the need arises for short-time substitute workers to be hired, consideration shall be given to retired custodial and maintenance workers.
- Section 14 - Any full-time custodial/maintenance employee who chooses to retire after the age of 55, and is eligible, shall receive a stipend of \$4,000.

In order to be eligible for the retirement stipend, the employee must have a minimum of fifteen (15) years of service to District No. 40 prior to retirement.

Written notification of retirement will be given to the Board of Education six (6) months prior to the date of retirement.

- Section 15 - Any new maintenance hire in the Group IV can be placed between Step 1 and Step 5, based on evidence of relevant past experience.

ARTICLE IX DISCIPLINE

- Section 1 - The District shall not discipline or discharge any employee without just cause.
- Section 2 - Except as provided below, disciplinary action shall include the following in order:
 - A. Oral reprimand
 - B. Written reprimand
 - C. Suspension with or without pay not to exceed 15 days
 - D. Discharge

Section 3 - Commission of a serious offense may result in immediate suspension or dismissal without imposition of a lesser penalty. Such serious offenses include but are not limited to:

- A. Possession, use, or distribution of an illegal or controlled substance or look-alike drug
- B. Possession, use, or distribution of any alcoholic beverage or intoxication while on duty
- C. Theft
- D. Assault and/or battery
- E. Possession of a weapon
- F. Repeated insubordination

Section 4 - Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed through the regular grievance procedure.

Section 5 - Except in case of an emergency, a suspension or discharge of an employee shall be preceded by a meeting of the employee and the employee's immediate supervisor and the Director of Facilities or his designee.

Section 6 - If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before others.

Section 7 - A notice shall be given to the Local 672 on for all disciplinary actions taken. All oral reprimands must be documented and given to the employee. The notice shall include the name of the member of the bargaining unit and the date of the action.

Section 8 - The District shall remove any oral reprimand from the employee's record if, from the date of the last reprimand, two years have passed without the employee receiving an additional reprimand for such offense.

The employer shall remove any written reprimand from the employee's record if, from the date of the last reprimand, three years have passed without the employee receiving an additional reprimand for such offense.

ARTICLE X GRIEVANCE PROCEDURE

Section 1 - Any grievance arising between the parties concerning alleged violations or misinterpretation of the Agreement shall be settled in the following manner:

- Step 1: The employee, with or without representation, shall discuss the grievance with the supervisor that issued the discipline within five (5)

days of the alleged grievance. The supervisor shall respond within three (3) days. If employee's immediate supervisor is not available, or not involved in the grievance, the union may proceed directly to Step 2 of the grievance procedure.

Step 2: If the grievance remains unresolved, it shall be presented by the employee or his representative to the Director of Facilities in writing within seven (7) days of the response in Step 1. The Director of Facilities, within seven (7) days, shall meet with the concerned parties and respond in writing to the employee within five (5) days of such meeting.

Step 3: If the grievance remains unresolved, it shall be presented by the employee or his representative to the Chief Financial Officer, in writing within seven (7) days of the response in Step 2. The Chief Financial Officer, within seven (7) days, shall meet with the concerned parties and respond in writing to the employee within five (5) days of such meeting.

Step 4: If the grievance still remains unadjusted, it may be presented in writing to the Committee of the Whole of the School Board and the Superintendent of Schools by Union representative or the Grievance Committee within seven (7) days of the response from the Chief Financial Officer. The Committee of the Whole of the School Board will render a decision within thirty (30) days after the conclusion of testimony.

Section 2 - The grievance procedure provides for the following additional step after **Step 4** for any grievance arising between the parties concerning conditions of employment as spelled out within this Agreement.

Step 5: If the grievance still remains unadjusted, Local 672 may, within fifteen (15) calendar days after the due date of the decision of the Committee of the Whole of the School Board and the Superintendent of Schools, request arbitration by written notice to the employer. If a request for arbitration is not filed within fifteen (15) calendar days after the due date of the decision of the Committee of the Whole of the Board of Education and the Superintendent of Schools, the grievance will be deemed withdrawn without precedent.

The District and the Union shall meet to select an arbitrator from the American Arbitration Association according to the rules of the American Arbitration Association. The American Arbitration Association shall act as administrator of the proceedings. The employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall

bear the expense of its own witnesses and 50% of the cost of preparing the record of the proceedings. Questions of arbitrability shall be decided by the arbitrator. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be final and binding.

Neither the District nor the Union shall be permitted to assert any grounds or evidence before the arbitrator that has not been previously disclosed to the other party in Steps 1 and 4. The arbitrator shall have no power to alter the terms of the Agreement.

- Section 3 - The names of employees selected as Union representatives who may represent employees shall be certified in writing to the District by Local 672.
- Section 4 - If the District determines that it would be mutually beneficial to conduct monthly or semi-monthly meetings, the local Grievance Committee will meet with the District at said meetings to adjust pending grievances, to discuss procedures for avoiding future grievances, and to discuss other issues which would improve the relationship between the parties.
- Section 5 - The President and one other Local 672 member may investigate and process grievances during working hours without loss of pay. Notification of the investigation of processing a grievance shall be given to the Director of Facilities prior to any such investigation or processing. Approval of the immediate supervisor shall be obtained prior to leaving the assigned work area.

ARTICLE XI WORK RULES

- Section 1 - When existing work rules are changed or new rules established, they shall be posted prominently on employee bulletin boards five (5) days prior to implementation.
- Section 2 - The District further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hiring.
- Section 3 - Employees shall comply with all rules that are not in conflict with the terms of this Agreement provided the rules are fairly and uniformly applied. Any unresolved complaint of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.
- Section 4 - The District shall provide a safe and healthful workplace and correct all hazards.

- Section 5 - Recognizing the need to provide a safe and healthful workplace, the parties agree to establish a joint Safety and Health Committee which shall meet regularly and promptly for the purposes of identifying and correcting unsafe or unhealthy working conditions. The Committee shall:
- A. Meet on dates established by the Committee to carry out the intent of this Section and to further promote the safety and health of the employees at the work location.
 - B. Make personal inspections, participate in government inspections, and investigate complaints concerning allegations of unsafe or unhealthy conditions.
 - C. Promote educational programs which will motivate adoption of safe working habits.
 - D. Review injury and inspection reports for unsafe and unhealthy patterns of a certain nature or work location.

Section 6 - Custodians that are utilized to do a “trash and dash” at school buildings, should be allowed a minimum of two (2) hours of overtime, before or after their shift. Trash and dash” duties are defined as emptying trash cans and restocking restrooms. When no sub custodian coverage can be obtained, and other custodians of the building cannot cover the absence, the District will ask others from a voluntary list of employees. This voluntary call list will be used on a rotating basis.

ARTICLE XII EVALUATION

- Section 1 - All custodians and maintenance personnel shall be evaluated based on the performance of their duties at the end of the probationary period, by the end of the thirtieth (30th) day in a new position, annually, and at any other time as required by the Supervisor. All evaluations shall include a conference involving the evaluator(s) and the employee. All employees shall be required to sign their evaluation to acknowledge receipt of the evaluation.
- Section 2 - A written response may be made by the employee within ten (10) days of any evaluation received other than the probationary evaluation. Such response shall become a part of the employee’s personnel file along with the evaluation.

**ARTICLE XIII
STRIKES AND LOCKOUTS**

- Section 1 - No lockout of employees shall be instituted by the District during the term of the Agreement.
- Section 2 - No strikes of any kind shall be caused or sanctioned by the custodial union during the term of this Agreement or until a new resolution is agreed upon.

**ARTICLE XIV
MANAGEMENT RIGHTS**

- Section 1 - The School Board hereby retains and reserves until itself all powers, rights, authority, duties and responsibilities that are not specifically limited by the express language of this Agreement.

**ARTICLE XV
UNION MEMBERSHIP**

- Section 1 - Local 672 officers will be responsible to bring any new employee dues deduction authorization cards to the payroll office for processing.
- Section 2 - Employees covered by this Agreement who are not dues-paying members of Local 672 by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, and conditions of payment, as certified by the Union, shall be deducted by the District from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names and social security numbers shall be remitted to Local 672 upon request. Local 672 shall advise the employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members.
- Section 3 - Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets of a church or religious body of which the employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

- Section 4 - The Union agrees to hold harmless and indemnify the School District No. 40, its School Board, employees and agents as to all claims that may arise in litigation resulting from the implementation or attempted implementation of this Article. Said Union agrees to pay all costs of such litigation including court costs, attorney fees, judgments, penalties and interests.
- Section 5 - Employees may sign up for the voluntary PEOPLE programs, by payroll deduction, at any time. It will be the responsibility of Local 672 officers to take the employees authorization card to the payroll office for processing. Newly hired employees to the District may enroll after their probationary period ends.

ARTICLE XVI
TERM OF THE AGREEMENT


- Section 1 - This Agreement shall be effective as of July 1, 2017, and shall remain in full force and effect until June 30, 2018, or until a successor Agreement has been completed. Negotiations for a successor Agreement shall begin not later than thirty (30) days prior to the expiration date of this Agreement.
- Section 2 - Negotiations may, if mutually agreed upon, be reopened by either party at any time during the period covered by this Agreement.
- Section 3 - In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date.

**ARTICLE XVII
ACCEPTANCE**

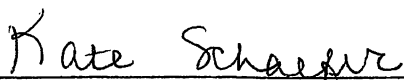
In witness thereof this 28th day of August, 2017.

FOR THE UNION

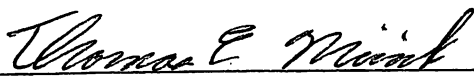
FOR THE BOARD OF EDUCATION



Terry Boone, President



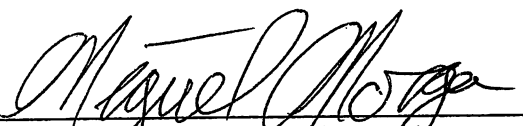
Kate Schaefer, President



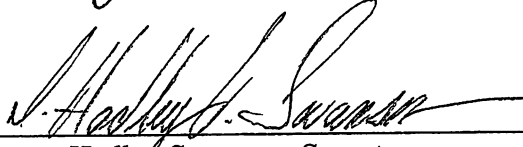
Thomas E. Minick, Chief Negotiator



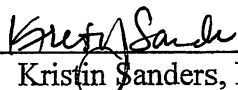
David McDermott, Chief Negotiator



Miguel Morgia, Chief Negotiator



Hadley Swanson, Secretary



Kristin Sanders, Board Secretary

**APPENDIX -
AFSCME 2017-2018 Salary Schedule**

Step	Group I		Group II		Group III		Group IV	
	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate
1st	\$36,960	\$17.77	\$38,518	\$18.52	\$39,030	\$18.76	\$45,711	\$21.98
2nd	\$37,715	\$18.13	\$39,291	\$18.89	\$39,812	\$19.14	\$47,405	\$22.79
3rd	\$38,472	\$18.50	\$40,070	\$19.26	\$40,608	\$19.52	\$49,097	\$23.60
4th	\$39,226	\$18.86	\$40,857	\$19.64	\$41,403	\$19.91	\$49,944	\$24.01
5th	\$39,978	\$19.22	\$41,640	\$20.02	\$42,200	\$20.29	\$50,792	\$24.42
6th	\$40,731	\$19.58	\$42,429	\$20.40	\$42,996	\$20.67	\$51,639	\$24.83
7th	\$41,489	\$19.95	\$43,211	\$20.77	\$43,793	\$21.05	\$52,486	\$25.23
8th	\$42,242	\$20.31	\$44,002	\$21.15	\$44,588	\$21.44	\$54,398	\$26.15
9th	\$42,996	\$20.67	\$44,787	\$21.53	\$45,385	\$21.82	\$55,486	\$26.68
10th	\$43,752	\$21.03	\$45,573	\$21.91	\$46,181	\$22.20	\$56,595	\$27.21
11th	\$44,505	\$21.40	\$46,339	\$22.28	\$46,976	\$22.58	\$58,053	\$27.91
12th	\$45,257	\$21.76	\$47,145	\$22.67	\$47,771	\$22.97	\$59,214	\$28.47
13th	\$46,016	\$22.12	\$47,931	\$23.04	\$48,568	\$23.35	\$60,694	\$29.18
14th	\$46,768	\$22.48	\$48,716	\$23.42	\$49,365	\$23.73	\$62,212	\$29.91
15th	\$48,472	\$23.30	\$50,491	\$24.27	\$51,164	\$24.60		
16th	\$49,440	\$23.77	\$51,501	\$24.76	\$52,188	\$25.09		
17th	\$50,428	\$24.24	\$52,531	\$25.26	\$53,231	\$25.59		
18th	\$51,727	\$24.87	\$53,883	\$25.91	\$54,602	\$26.25		
19th	\$52,762	\$25.37	\$54,961	\$26.42	\$55,694	\$26.78		
20th	\$54,081	\$26.00	\$56,335	\$27.08	\$57,086	\$27.45		
21st	\$55,433	\$26.65	\$57,743	\$27.76	\$58,514	\$28.13		

Group I: Custodians

Group II: Leadperson Elementary and Wharton/Browning Field

Group III: Leadperson (Middle and 2nd Shift High School), Mail Truck Driver,
Pool Custodian/Athletic Equipment, Warehouse and General Maintenance

Group IV: Maintenance Specialists

Exhibit 5

AGREEMENT

**MOLINE-COAL VALLEY
BOARD OF EDUCATION**

&

AFSCME LOCAL 672

**2018 – 2019 School Year
2019 – 2020 School Year**

Also available online at www.molineschools.org

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PREAMBLE

This Agreement is entered into between the Board of Education of School District No. 40, Moline, Illinois, hereinafter referred to as the 'School Board' or 'District' and the American Federation of State, County and Municipal Employees, (AFSCME), Council 31, AFL-CIO on behalf of Local 672 custodial and maintenance employees hereinafter referred to as 'Local 672', 'union' or 'employees'.

Whereas it is the desire of both parties to maintain the existing harmonious relationship between the District and Local 672 and to promote cooperation and understanding between the District and its employees, to encourage economy of operation, and to promote the morale, wellbeing and security of employees and whereas the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed to as follows:

That the School Board or its delegated representatives will meet with representatives of Local 672 at such times and places as mutually agreed upon by the School Board and official representatives of Local 672 for the purpose of discussion of matters of concern to either party.

ARTICLE I EFFECT OF AGREEMENT

- Section 1 - The terms of this Agreement shall be applicable to all full-time custodial and maintenance employees of the School Board and said terms shall remain in effect during the lifetime of this Agreement or until a new Agreement is ratified.
- Section 2 - If any Article, Section, or sentence of this Agreement is or becomes in violation of Law, or is declared invalid, illegal or unconstitutional by competent jurisdiction, said Article, Section, or sentence shall automatically be deleted from this Agreement to the extent that it violates the Law. However, the remaining Articles, Sections, and sentences shall remain in full force and effect for the duration of this Agreement. The parties shall attempt to renegotiate the invalidated part or provision.

ARTICLE II TERMS OF EMPLOYMENT

For the purpose of Agreement, the term "days" shall refer to working days, excluding holidays unless otherwise stated.

- Section 1 - All new employees shall be employed as per the rules and regulations of the Board of Education. Whenever new custodial or maintenance personnel are employed, they shall work in such position subject to a probationary period of ninety (90) calendar days during which period the Board of Education may terminate their employment at its option and without the right of appeal in any

manner whatsoever on the part of the employee. The District will notify the union of hire in dates or termination dates. All full-time employees covered by this Agreement who have satisfactorily completed the probationary period and who provide evidence of good health through a physical examination as required by the School Board and are employed thereafter shall have regular employment status and shall be entitled to all the rights, protection and responsibilities provided for in the terms of this Agreement. The Board of Education reserves the right to extend a new employee's probationary period the same number of work days that the employee is off work, due to injury or illness, beyond the normal one day of sick leave per month which is currently granted to probationary employees.

- Section 2 - Eight (8) hours shall constitute a workday exclusive of the lunch period and forty (40) hours shall constitute a workweek. A full-time employee refers to those employed four (4) hours or more on a daily basis. The normal workweek shall be Monday through Friday. Any change in the normal schedule shall not be implemented for the purpose of avoiding overtime payment.
- Section 3 - Any break time authorized by the District will take place at the location assigned for the custodian and at the location of the assigned work for the maintenance employee.
- Section 4 - All custodial and maintenance employees shall work a daily schedule as determined by the School Board or its designated representatives. The usual daily work that is done during the week by custodians shall not normally be done by those in supervisory positions. It shall be the responsibility of each custodian to ensure that the building or area of the building to which he is assigned shall consistently be maintained in a neat, clean, and orderly manner.
- Section 5 - Insofar as is practical, all work assignments, whether straight time or overtime, shall be divided equally among all employees so assigned. Employees who, on a temporary basis, are assigned to work areas in a higher pay classification shall receive the higher rate of pay for the hours actually worked if three (3) or more consecutive days are worked in that position and will be paid at the level of his/her years of service in the higher grade.
- Section 6 - If school is canceled due to weather conditions, an employee covered by this Agreement will not be docked for pay if he/she arrives late providing he/she notifies his/her immediate supervisor that he/she will be late and he/she does arrive in time to complete at least one-half of his/her scheduled shift. An employee will not be required to stay home from his or her regular shift or be required to go home before completing his or her regular shift without pay.

- Section 7 - Any custodial or maintenance employee who changes position and who has not previously met the Criminal Background Investigation requirements and the Abused and Neglected Child Reporting Act requirements must do so within ten (10) working days.
- Section 8 - New hires will be allowed to meet with the Union representative for one hour, at a mutually agreeable time, within thirty (30) days of the new employees hire date to discuss responsibilities and union affiliation matters. These meetings will be held at the new hire's assigned building.
- Section 9 - Employees will be reimbursed for travel in personal vehicles required as part of their duties at the rate designated by the Board of Education.

ARTICLE III SHIFTS AND OVERTIME

Section 1 - Shifts

- A. Any shift starting between 5:00 a.m. and 7:00 a.m. shall be considered first shift. Any shift starting between 2:0 p.m. and 3:00 p.m. shall be considered second shift. Any shift starting between 10:00 p.m. and 11:00 p.m. shall be considered third shift. Any shift not defined above shall be considered a split shift.
- B. Second shift employees shall be entitled to a shift differential of forty-five (45) cents per hour. Third shift employees shall be entitled to a shift differential of sixty-five (65) cents per hour. The shift differential shall be paid only to those employees who begin their shift at 2:00 p.m. or after or 10:00 p.m. or after, except for custodians who work a split shift. If time worked falls in a shift where there is additional pay, then the worker shall be paid at the rate applicable to that shift for the hours worked in that shift provided the employee has worked at least four (4) hours in that shift.
- C. Management may not temporarily change employee's normal shift starting times, except, during the fall, winter, spring, and summer breaks when students are not in session. At the High School, if shifts are changed during the break period, shift assignments will be based on seniority. The more senior employees would have their choice on which shifts they would work. Those affected by a temporary shift starting time will receive their normal shift differential for the first day of the shift change.

Section 2 - Overtime

The regular base salary rate shall be paid for all hours worked up to forty (40) hours per week. The rate of compensation for hours worked in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the regular rate. Overtime work performed on holidays and Sunday shall be paid double the regular rate.

All overtime shall be divided as equally as possible among the full-time employees within a given classification.

Only the Principal, Custodial Services Coordinator/Lead Custodian MHS, or Coordinator of Facility Services shall assign overtime work, with authorization from the Director of Facilities or his designee.

Overtime shall normally be on a voluntary basis; however, in the event of unusual or emergency situations all employees shall cooperate in every way possible to deal with the emergency. Substitutes and temporary employees shall not work more than 40 hours in a workweek unless no member of the bargaining unit in the building, or maintenance department if maintenance work, volunteers to work the hours in excess of 40.

Any employee voluntarily called back to work outside his/her regularly scheduled shift, or scheduled day off, shall be paid a minimum of two (2) hours pay at the appropriate rate provided the employee is available to work and performs work during this two (2) hour period. This does not apply to scheduled building checks for incimate weather.

**ARTICLE IV
SENIORITY**

Section 1 - Seniority shall begin with the date of original employment and shall include only time for which pay has been received except that total seniority shall not be diminished by temporary layoffs due to lack of work or lack of funds. A temporary layoff shall be interpreted to mean less than three (3) months. If two or more employees are hired on the same date, the seniority list ranking will be determined by those employees drawing a number out of a hat, conducted by the Assistant Superintendent for Administration and Human Resources and the AFSCME Local 672 President.

Section 2 - Whenever it becomes necessary to employ additional workers, either in vacancies or in new positions subject to the provisions of this Agreement, former employees who have rendered satisfactory service and who have been laid off from service, without delinquency or misconduct on their part, shall be entitled to be re-employed in such vacancies or new positions in preference to all other people for a period of two years after layoff provided that they are immediately available and

physically capable of performing the required work. A physical exam, at the employee's expense, will be required prior to reemployment.

- Section 3 - Whenever it becomes necessary to lay off employees due to shortage of work or lack of funds, employees shall be laid off in inverse order to their length of service and they shall possess reemployment rights as herein-after defined.
- Section 4 - When an employee is laid off due to a reduction in the work force, or loses his or her position due to a reduction in the work force, he or she shall be permitted to exercise his or her seniority rights to bump a less senior employee in an equal or lower job classification provided that he or she is as qualified as indicated by his or her skills, ability, and job performance.
- Section 5 - The MHS Lead Custodian will receive an additional \$2,700 yearly, paid over the 24 pay periods. Seniority shall prevail unless a less senior employee has superior qualifications, skills, and/or ability to perform the work in that position.
- Section 6 - When Maintenance Specialist positions (group 4 of the salary schedule) are created or when they become vacant, within thirty (30) working days, it will be advertised to candidates outside the District. Then, the position(s) must be posted to the bargaining unit for a period of five (5) working days. Such positions must be filled within twenty-five (25) working days after the expiration of the internal job bid.

When positions are created or jobs become vacant in Categories I, II and III of the salary schedule, the opening will be posted within ten (10) working days, then posted for five (5) working days, then filled within twenty (20) working days.

Seniority shall prevail unless a less senior employee has superior qualifications, skill and/or ability to perform the work in that position. Any employee who has received a documented oral reprimand from a supervisor will not be eligible for a transfer for six (6) months from the date in which the oral reprimand was issued. In addition, any employee who has received a written reprimand or suspension from a supervisor will not be eligible for a transfer for twelve (12) months from the date in which the written reprimand or suspension was issued. It shall be the general intent of the District to promote from within the bargaining unit. Employees shall be notified with the results of the job bid within seven (7) working days of the bid closing.

- Section 7 - Employees transferring from one position to another shall serve an immediate thirty (30) day probationary period. Any employee found to be unsatisfactory at the end of the thirty-day probationary period shall be placed in the first available position that is similar to the one from which he transferred, regardless of shift.

Employees who transfer into Group IV (Maintenance Specialist) from a lower group will transfer to the next highest wage rate on the new salary schedule

regardless of step number. Employees who transfer into Group I, II, or III from Group IV will be placed on the step that represents their years of service. Transfers within groups I, II, or III will be placed on their current step in the new group.

Section 8- All employees covered by this Agreement shall give at least two weeks written notice of their intention to discontinue service with the School Board.

In the event the School Board must lay off employees, the Board must notify the employees in writing, thirty (30) calendar days prior to the layoff.

Section 9- Custodial or maintenance employees who assume supervisory responsibilities and, therefore, are not covered under this Agreement shall have their seniority frozen as of the date of transfer to the supervisory position. They will begin accruing additional seniority as of the date they return to the custodial or maintenance work force and become eligible to be covered by the provisions of this Agreement.

Section 10- Temporary job openings are defined as job vacancies that may periodically develop due to the absence of an employee because of vacations, sick and injury leave, or other leave of absence. A temporary vacancy may not extend beyond two years. After two years, the vacancy will be considered a permanent vacancy. An employee returning from a leave of absence will have all rights under the seniority article.

**ARTICLE V
VACATIONS**

Section 1 - Twelve (12) month full-time custodial and maintenance personnel shall be entitled to an annual vacation with pay, which shall be determined by the number of years of service from July 1 of each year of employment.

<u>Employment Year of Service</u>	<u>Annual Vacation Earned</u>	<u>Days Vacation Earned</u>	<u>Vacation Allocation per Month</u>
One (1) year	one (1) week	5	0.42
Two (2) years	two (2) weeks	10	0.83
Five (5) years	three (3) weeks	15	1.25
Ten (10) years	four (4) weeks	20	1.67

- Section 2 Vacation time can be taken in half or full day increments. Vacation days will be earned on a monthly basis and allocated monthly. Earned vacation can accumulate annually. Employees will be allowed to carry over twenty (20) vacation days into the next year.
- Section 3 Upon retirement, qualified employees requesting the Retirement Stipend (Article VII, Section 14, Page 14), will be allowed and required to use their vacation days prior to the last scheduled day of employment. These vacation days can be taken during student attendance days, with prior supervisor approval. Employees not qualified under the Retirement Stipend Section, upon their retirement, can have their unused vacation days added to their last days of employment. There will be no payment for unused vacation days.
- Section 4 - Employees with five (5) years of service or more may take up to five (5) of their vacation days when students and teaching staff are in session. The balance of their vacation days must be taken when students and teaching staff are not in session. This excludes the maintenance department, Allendale, Coolidge/High School split position, and the Field House. Individual exceptions due to unusual circumstances may be allowed, at the discretion of the Assistant Superintendent for Administration and Human Resources
- Section 5 - Employees who have completed less than one (1) year of service by July 1 shall be entitled to vacation with pay on a pro rata basis. Only full months of employment shall be used in calculating vacations.
- Section 6 - Employees who work four (4) hours or more per day shall be entitled to vacation on a pro rata basis.
- Section 7 - Choice of vacation schedules within a building shall be granted based on seniority with the approval of the supervisor.

**ARTICLE VI
HOLIDAYS**

Section 1 - Holidays

All personnel employed as full-time employees will be entitled to the following paid holidays:

- Day before New Year's Day
- New Year's Day
- President's Day
- Martin Luther King's Birthday
- Count Casimir Pulaski's Birthday (*see Section 2*)
- Good Friday
- One (1) Spring Break Day
- Memorial Day

Independence Day
Labor Day
Columbus Day (*see Section 6*)
Veteran's Day (*when observed and no school*)
Thanksgiving Day
Friday after Thanksgiving Day
The day before Christmas Day
Christmas Day
Floating Holiday (*see Section 7*)

- Section 2 - Each year, when the school calendar includes Casimir Pulaski's birthday as a school attendance day, employees will be granted the first work day following the observance of the Christmas day holiday as a holiday in place of the Casimir Pulaski birthday holiday.
- Section 3 - With the exception of Independence Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, and New Year's Day, any holiday that occurs on Saturday or Sunday shall not be observed on any work day nor shall compensation be paid for work performed on holidays unless authorized by the Director of Facilities or his designee. If a holiday occurs on a weekend, Saturday holidays shall be observed on the preceding Friday and Sunday holidays shall be observed on the following Monday, except in those instances where the change would affect the normal operation of the school system in which instance a day would be added to the individual's regular vacation period. If two holidays occur on consecutive days and one of the days is a weekend day, the holidays will be observed on the nearest two consecutive weekdays.
- Section 4 - A holiday occurring within a scheduled vacation period shall not count as a day of vacation, nor shall a holiday occurring while an employee is on leave of absence for illness or injury count against the employee's sick leave days.
- Section 5 - One Spring Break Day shall be granted in conjunction with the District's Spring Break. Local 672's President and the Assistant Superintendent for Administration and Human Resources shall set that day, with preference being given for a three-day weekend. If Good Friday should occur at the same time as the Spring Break, preference would be to create a four-day weekend. Labor and management shall set those days with preference being given to a Friday/Monday combination creating a four-day weekend.
- Section 6 - In the event that the school calendar has students in session on Columbus Day, all twelve (12) month full-time custodial and maintenance personnel shall be entitled to a floating Holiday that needs to be scheduled as a paid vacation day as is stated in the terms of the contract in Article V, Vacations. This day will be posted on July 1, of each year.

Section 7 - All twelve (12) month full-time custodial and maintenance personnel shall be entitled to a floating Holiday that needs to be scheduled as a paid vacation day as is stated in the terms of the contract in Article V, Vacations. This day will be posted on July 1, of each year.

ARTICLE VII LEAVES

Section 1 - Sick leave with pay shall be granted on the basis of fifteen (15) days per year for each full-time employee. Unused sick leave shall be cumulative with no limit on the total number of days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family household. All employees covered under this Agreement shall receive sick leave on a pro rata basis for the days worked. Probationary employees shall be entitled to use a maximum of one (1) day per month from the annual allocation of fifteen (15) during the probationary period. For the purpose of this section, the immediate family shall include parents, spouse, brothers, sisters, children, grand-parents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians as specified in Section 24-6 of the School Code of Illinois.

Section 2 - **SICK LEAVE BANK**

- A. The Sick Leave Bank is intended to be used by any one of its members if he/she should suffer a catastrophic illness or injury or in the event that one of his/her immediate family members would suffer a catastrophic illness or injury. The definition of immediate family member is stated in Section 1 of this Article.
- B. The definition of catastrophic illness or injury shall be as follows: The Sick Leave Bank is intended to cover temporarily disabled or incapacitated employees and/or members of their immediate family resulting from life threatening illness or injury of catastrophic proportions resulting in a medical condition for which a physician has certified the condition is likely to result in a loss of thirty (30) or more work days during the calendar year. Documentation of such illness or injury from a physician is required to be submitted with any request to use the Sick Leave Bank.
- C. To enroll in the Bank, a participating employee must be a full-time employee with a minimum of one (1) year of service and must have a minimum of fourteen (14) unused sick days of their own, on May 31st, in the year they apply.
- D. When a Bank member has exhausted all of their available benefit/leave time, they may apply to use up to twenty-five (25) workdays from the Sick Leave Bank, during a twelve-month period. Application forms are

available in the Human Resource Office and must be submitted prior to exhausting all of their own available leave.

- E. Employees that have donated three (3) or more sick leave days to the sick leave bank will be lifetime members of the sick leave bank for the duration of their employment with the School District as a member of AFSCME Local 672. They must have donated at least one (1) day of their sick time to become a member for one (1) year. To become a lifetime member, those employees must donate at least three (3) days within a consecutive three (3) year period. An employee may donate up to ten (10) days per calendar year as desired at the time of enrollment or any time thereafter.

When an employee separates employment with the District, the employee may volunteer to donate up to ten (10) days of their accumulated sick leave time to the Sick Bank at the time of their employment separation, if the Sick Bank has under 250 day of balance.

- E.1. If the total number of days in the sick leave bank should fall below seventy-five (75), lifetime members must donate one (1) day to remain as a lifetime member. Yearly members of the bank would also donate one (1) more day to remain in the bank.
- E.2. If a member uses more than three (3) days from the Sick Leave Bank, the following July 1, three (3) days of his/her personal sick leave days will be placed into the Sick Leave Bank. Notification must be provided in writing by the union to the Assistant Superintendent for Administration & Human Resources by June 15th of the preceding fiscal year.
- F. Employees may voluntarily enroll between May 1 and May 31 of each year pursuant to paragraphs E and E.1. The donated days will be subtracted from the employees' accumulated sick leave balance at the same time that newly posted sick leave days are added to the employees' accumulated sick leave balance.
- G. A review committee shall be established with two members from the Union and one from the District to determine employee eligibility pursuant to the guidelines established herein. Any decision made herein shall be final and binding.
- H. Local 672 shall be provided a copy of the forms used for determination for all claims within 10 work days of the date that the determination is made.
- I. If an employee intends to file a claim for his/her injuries or illness under the Workers' Compensation Act or Workers' Occupational Diseases Act

or IMRF or any other entity, he/she shall not be eligible for Sick Leave Bank use.

- J. Any employee shall not be eligible to withdraw the sick leave time he or she has contributed to the pool.
- K. Abuse of the use of the sick leave bank should be investigated by the District and upon finding of wrongdoing on the part of the participating employee, that employee shall repay all sick leave days drawn from the sick leave bank and shall be subject to other disciplinary action. Information regarding the alleged misuse of the sick leave bank shall be provided to the Local 672 members of the review committee prior to the initiation of any action against the employee. Such employee shall be removed from the sick leave bank.
- L. Upon termination, retirement, or death, neither a participating employee nor the participating employee's estate shall be entitled to payment for unused sick leave acquired from the sick leave bank.
- M. Either party may request a review of this policy and any changes shall be subject to negotiations and mutual agreement of the parties.

Section 3 - A maximum of five (5) days of leave, without loss of pay, shall be granted upon the death of a relative of the employee or employee's spouse. The Assistant Superintendent for Administration and Human Resources may allow up to one (1) day leave for the death of a close friend. The maximum limits may be extended upon application and approval of the building principal and the Assistant Superintendent for Administration and Human Resources. Bereavement leave need not be successive days. Such bereavement leave shall include leave for any business-related responsibilities. Further, such bereavement leave shall not reduce the total number of accumulated sick leave days. Probationary employees are entitled to use bereavement leave during the probationary period in the event of the death of an immediate family member as listed in Section 1 of Article VII.

Section 4 - Three (3) days are granted annually at full pay and may be used for personal business and no reason for said leave need be given. Personal business leave shall be allowed to accumulate to six (6) days and an employee may use up to six (6) personal business days in a school year. Personal business leave shall not be used to receive remuneration. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal business leave day except in the case of emergency. The Assistant Superintendent for Administration and Human Resources shall approve all emergency use of personal business leave. Probationary employees are not entitled to such leave.

Advance notice of the necessity for such personal business leave shall be given to one's immediate supervisor as early as possible.

Prior to July 1 of the next contract year, any unused personal business leave in excess of six (6) days shall be applied to the individual's accumulated sick leave.

Custodial/maintenance employees working a fractional part of a work year shall receive personal business leave on a pro rata basis.

- Section 5 - Written leave of absence without pay for periods not in excess of six (6) months in any one year may be granted by the School Board, in the case of sickness or disability, to any employee after the satisfactory completion of the probationary service period. During said leave, the disabled employee shall provide written verification by a licensed physician and/or chiropractic physician. Such verification shall show the diagnosis, prognosis, and expected duration of the disability unless the nature of the illness precludes the need for such frequency. If the District has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work, the District may rely upon the decision of an impartial physician as to the employee's ability to return to work. An employee to whom written leave of absence has been granted shall be entitled, at the expiration of the time named in such leave, to be reinstated to the position in which he was employed at the time the leave was granted or to a position of equal status. Probationary employees are not entitled to such leave.
- Section 6 - Failure to return from a leave of absence within five (5) working days after the expiration date thereof may be cause for discharge unless it is impossible for the employee to so return and evidence of such impossibility is presented to the School Board within five (5) days after the expiration of the leave of absence or as soon as physically possible.
- Section 7 - Family and Medical Leave (See Board of Education Policy 5:185).

ARTICLE VIII SALARY AND FRINGE BENEFITS

- Section 1 - Salaries of all employees covered by this Agreement shall be determined by the salary schedule shown in the Appendix.
- Section 2 - After the completion of the 90-day probationary period, all full-time employees (40 hours per week) will have the option to participate in the Hospital/Physician PPO reflective of the following contributions.

- A. Single Employee Coverage for Health and Dental
Eligible employees may elect single coverage as follows:

Fee: \$119.64 per month for the 2018-2019 contract year, is the required contribution towards the single coverage premium. This contribution may be tax sheltered by completing the Flexible Benefits Plan enrollment form. Further, such coverage shall remain in force until a subsequent Agreement is ratified or unless the employee elects to drop the single coverage.

- B. Family Dependent Coverage for Health and Dental
Eligible employees may elect dependent coverage as follows:

Fee: \$375.06 per month for the 2018-2019 contract year, is the required contribution towards the dependent coverage premium. This contribution may be tax sheltered by completing the Flexible Benefits Plan enrollment form. Further, such coverage shall remain in force until a subsequent Agreement is ratified or unless the employee elects to drop the dependent coverage.

- C. After the 2015-2016 school year, the District has implemented a program whereby two levels of required employee contributions are established – a premium level and standard level. Such premium level will apply to employees who are non-tobacco users and who obtain an annual physical. The standard level will apply to employees who are tobacco users and/or fail to obtain an annual physical. The amounts of required employee contributions at each level, and standards for meeting the premium level versus standard level shall be determined by the District’s insurance committee.

Effective September 1, 2018, the employee contributions will increase by one percent (1%) of the total cost of insurance for single and dependent coverages.

For the term of this agreement, the District’s Insurance Committee will determine the premiums for future school year(s) under this agreement.

Section 3 - The District shall deduct from the salary of employees electing to participate in the Flexible Spending Account Plan monies for the purpose of pre-tax (tax sheltered) payment(s) for any one or more of the following options subject to limitations defined by the Internal Revenue Code:

- A. Medical and dental expenses
- B. Medically-related insurance premiums
- C. Dependent care

- Section 4 - Term life insurance and accidental death and dismemberment insurance in the amount of \$50,000 each will be provided for all regularly employed custodial and maintenance employees who work forty (40) hours or more per week and who have completed the probationary period. The School Board will pay the full cost of such employee coverage. Employees may purchase additional term life insurance at their own cost.
- Section 5 - Where reasonable precaution is taken and proof of loss provided, the District will reimburse custodial and maintenance employees for loss, damage, or destruction of clothing or personal property resulting from theft and/or vandalism while on duty in the school or on the school premises to a maximum of two hundred fifty dollars (\$250.00). Vehicles shall be covered under this section provided the following conditions are met:
1. Police report filed and copy to the District.
 2. Insurance claim filed and a copy to the District.
 3. Vandalism/theft occurs on school property during work hours.
 4. Vehicles must be properly parked and secured.
 5. There must be evidence of forced entry for claims regarding property inside the vehicle.
 6. Pay up to \$250 per incident or the insurance deductible, whichever is lower.
- Section 6 - In the event that the Local 672 desires to send representatives to attend Union conventions for Union business, such representatives shall be allowed time off with pay provided the total hours off for such representatives does not exceed fifty-six (56) hours in any one year and provided that convention leave requests are submitted to the Assistant Superintendent for Administration and Human Resources for approval as soon as possible prior to the leave.
- Section 7 - Effective January 1, 1984, the state and federal income tax on the 4-1/2% IMRF employee contributions will be deferred until such contributions are paid to the employee in the form of a pension or separation refund or as a death benefit to the employee's beneficiaries. Under the plan, the School Board will no longer pay the employee's gross wages and then deduct the 4-1/2% for the employee IMRF contribution but will pay the employee an amount equal to his wages minus the 4-1/2% deduction and deposit the 4-1/2% directly with IMRF. This plan is subject to all federal and state income tax laws. Contributions to IMRF by the employee and the School Board shall begin on the first day of employment.
- Section 8 - The School Board shall pay one-half (1/2) the premium for the health and medical insurance program as determined by the Board of Education for persons who retire after May 30, 1980 and before June 30, 2018. To qualify for such District-paid premiums, employees must be eligible for retirement benefits under the Illinois Municipal Retirement Fund at the time of retirement and must have completed at least eight (8) years of continuous employment in the District. Such

paid premiums shall extend for the length of time computed on the basis of the following formula:

- A. Years of Service -
One year of service in District No. 40 is equal to one month's premium for health and medical insurance coverage.
- B. Unused Sick Leave -
One day of accumulated sick leave in District No. 40 is equal to one week premium for health and medical insurance coverage, effective for all retirements after June 30, 2013.

All employees hired for the 2008-2009 contract year after November 1, 2008 and thereafter, continuation in this program will be for a maximum of ten (10) years; or until the employee is eligible for Medicare, whichever occurs first. Those who retire with less than fifteen (15) years of service are not eligible to continue in the District's health insurance program.

Effective June 30, 2018, the School Board shall pay one-half (½) the premium for the health and medical insurance program as determined by the Board of Education for persons who retire after June 30, 2018. To qualify for such District-paid premiums, employees must be eligible for retirement benefits under the Illinois Municipal Retirement Fund at the time of retirement and must have completed at least fifteen (15) years of continuous employment in the District. Such paid premiums shall extend for the length of time computed on the basis of the following formula:

Years of Service

One year of service in District No. 40 is equal to two and one-half (2 ½) month's premium for health and medical insurance coverage.

- Section 9 - Absence due to injury or illness incurred in the course of the custodial or maintenance employee's employment shall not be charged against the custodial or maintenance employee's sick leave days and, further, the School Board shall pay to such custodial or maintenance employee the difference between his salary and benefits received under the Illinois Workers' Compensation Act for the duration of such absence. Such School Board paid absence shall be limited to one hundred eighty (180) custodial or maintenance employee employment days.
- Section 10 - The Chief Financial Officer, the Director of Facilities, the President of the Local 672, and two other Local 672 officers will meet as necessary at 3:00 p.m. on the last work day of the month to discuss problems and concerns and to improve communications. Special meetings may be called by mutual agreement.
- Section 11 - The cost of uniform service for maintenance personnel will be paid by the School Board subject to an amount not to exceed a total of six thousand four hundred dollars (\$6,400) per fiscal year for all maintenance employees combined.

Section 12 - Prescription safety glasses will be provided to maintenance employees. All cost for eye examinations shall be at the expense of the employee. Cost to the School Board shall be limited to one hundred seventy-five dollars (\$175) over the year for one (1) pair of prescription safety glasses for those employees required to wear glasses for vision correction. Employees must bring the employer proof of safety glasses payment, from their choice of provider, to receive District reimbursement for up to one hundred seventy-five dollars (\$175).

Section 13 - Whenever the need arises for short-time substitute workers to be hired, consideration shall be given to retired custodial and maintenance workers.

Section 14 - For the 2018-2019 School Year:

Any full-time custodial/maintenance employee who chooses to retire after the age of 55, and is eligible, shall receive a stipend of \$4,000.

In order to be eligible for the retirement stipend, the employee must have a minimum of fifteen (15) years of service to District No. 40 prior to retirement.

Written notification of retirement will be given to the Board of Education six (6) months prior to the date of retirement.

For the 2019-2020 School Year and beyond:

Any employee having fifteen (15) or more years of continuous service who chooses to retire under Illinois Municipal Retirement Fund (IMRF) shall receive an additional one-time post retirement payment of \$4,000 paid within 60 days of retirement with a six (6) month prior written notice to district.

ARTICLE IX DISCIPLINE

Section 1 - The District shall not discipline or discharge any employee without just cause.

Section 2 - Except as provided below, disciplinary action shall include the following in order:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension with or without pay not to exceed 15 days
- D. Discharge

Section 3 - Commission of a serious offense may result in immediate suspension or dismissal without imposition of a lesser penalty. Such serious offenses include but are not limited to:

- A. Possession, use, or distribution of an illegal or controlled substance or look-alike drug

- B. Possession, use, or distribution of any alcoholic beverage or intoxication while on duty
- C. Theft
- D. Assault and/or battery
- E. Possession of a weapon
- F. Repeated insubordination

- Section 4 - Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed through the regular grievance procedure.
- Section 5 - Except in case of an emergency, a suspension or discharge of an employee shall be preceded by a meeting of the employee and the employee's immediate supervisor and the Director of Facilities or his designee.
- Section 6 - If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before others.
- Section 7 - A notice shall be given to the Local 672 on for all disciplinary actions taken. All oral reprimands must be documented and given to the employee. The notice shall include the name of the member of the bargaining unit and the date of the action.
- Section 8 - The District shall remove any oral reprimand from the employee's record if, from the date of the last reprimand, two years have passed without the employee receiving an additional reprimand for such offense.

The employer shall remove any written reprimand from the employee's record if, from the date of the last reprimand, three years have passed without the employee receiving an additional reprimand for such offense.

ARTICLE X GRIEVANCE PROCEDURE

- Section 1 - Any grievance arising between the parties concerning alleged violations or misinterpretation of the Agreement shall be settled in the following manner:
- Step 1: The employee, with or without representation, shall discuss the grievance with the supervisor that issued the discipline within five (5) days of the alleged grievance. The supervisor shall respond within three (3) days. If employee's immediate supervisor is not available, or not involved in the grievance, the union may proceed directly to Step 2 of the grievance procedure.

Step 2: If the grievance remains unresolved, it shall be presented by the employee or his representative to the Director of Facilities in writing within seven (7) days of the response in Step 1. The Director of Facilities, within seven (7) days, shall meet with the concerned parties and respond in writing to the employee within five (5) days of such meeting.

Step 3: If the grievance remains unresolved, it shall be presented by the employee or his representative to the Chief Financial Officer, in writing within seven (7) days of the response in Step 2. The Chief Financial Officer, within seven (7) days, shall meet with the concerned parties and respond in writing to the employee within five (5) days of such meeting.

Step 4: If the grievance still remains unadjusted, it may be presented in writing to the Committee of the Whole of the School Board and the Superintendent of Schools by Union representative or the Grievance Committee within seven (7) days of the response from the Chief Financial Officer. The Committee of the Whole of the School Board will render a decision within thirty (30) days after the conclusion of testimony.

Section 2 - The grievance procedure provides for the following additional step after **Step 4** for any grievance arising between the parties concerning conditions of employment as spelled out within this Agreement.

Step 5: If the grievance still remains unadjusted, Local 672 may, within fifteen (15) calendar days after the due date of the decision of the Committee of the Whole of the School Board and the Superintendent of Schools, request arbitration by written notice to the employer. If a request for arbitration is not filed within fifteen (15) calendar days after the due date of the decision of the Committee of the Whole of the Board of Education and the Superintendent of Schools, the grievance will be deemed withdrawn without precedent.

The District and the Union shall meet to select an arbitrator from the American Arbitration Association according to the rules of the American Arbitration Association. The American Arbitration Association shall act as administrator of the proceedings. The employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses and 50% of the cost of preparing the record of the proceedings. Questions of arbitrability shall be decided by the arbitrator. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by

the parties. The decision and award of the arbitrator shall be final and binding.

Neither the District nor the Union shall be permitted to assert any grounds or evidence before the arbitrator that has not been previously disclosed to the other party in Steps 1 and 4. The arbitrator shall have no power to alter the terms of the Agreement.

- Section 3 - The names of employees selected as Union representatives who may represent employees shall be certified in writing to the District by Local 672.
- Section 4 - If the District determines that it would be mutually beneficial to conduct monthly or semi-monthly meetings, the local Grievance Committee will meet with the District at said meetings to adjust pending grievances, to discuss procedures for avoiding future grievances, and to discuss other issues which would improve the relationship between the parties.
- Section 5 - The President and one other Local 672 member may investigate and process grievances during working hours without loss of pay. Notification of the investigation of processing a grievance shall be given to the Director of Facilities prior to any such investigation or processing. Approval of the immediate supervisor shall be obtained prior to leaving the assigned work area.

ARTICLE XI WORK RULES

- Section 1 - When existing work rules are changed or new rules established, they shall be posted prominently on employee bulletin boards five (5) days prior to implementation.
- Section 2 - The District further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hiring.
- Section 3 - Employees shall comply with all rules that are not in conflict with the terms of this Agreement provided the rules are fairly and uniformly applied. Any unresolved complaint of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.
- Section 4 - The District shall provide a safe and healthful workplace and correct all hazards.

- Section 5 - Recognizing the need to provide a safe and healthful workplace, the parties agree to establish a joint Safety and Health Committee which shall meet regularly and promptly for the purposes of identifying and correcting unsafe or unhealthy working conditions. The Committee shall:
- A. Meet on dates established by the Committee to carry out the intent of this Section and to further promote the safety and health of the employees at the work location.
 - B. Make personal inspections, participate in government inspections, and investigate complaints concerning allegations of unsafe or unhealthy conditions.
 - C. Promote educational programs which will motivate adoption of safe working habits.
 - D. Review injury and inspection reports for unsafe and unhealthy patterns of a certain nature or work location.
- Section 6 - Custodians that are utilized to do a “trash and dash” at school buildings, should be allowed a minimum of two (2) hours of overtime, before or after their shift. Trash and dash” duties are defined as emptying trash cans and restocking restrooms. When no sub custodian coverage can be obtained, and other custodians of the building cannot cover the absence, the District will ask others from a voluntary list of employees. This voluntary call list will be used on a rotating basis.

ARTICLE XII EVALUATION

- Section 1 - All custodians and maintenance personnel shall be evaluated based on the performance of their duties at the end of the probationary period, by the end of the thirtieth (30th) day in a new position, annually, and at any other time as required by the Supervisor. All evaluations shall include a conference involving the evaluator(s) and the employee. All employees shall be required to sign their evaluation to acknowledge receipt of the evaluation.
- Section 2 - A written response may be made by the employee within ten (10) days of any evaluation received other than the probationary evaluation. Such response shall become a part of the employee’s personnel file along with the evaluation.

**ARTICLE XIII
STRIKES AND LOCKOUTS**

- Section 1 - No lockout of employees shall be instituted by the District during the term of the Agreement.
- Section 2 - No strikes of any kind shall be caused or sanctioned by the custodial union during the term of this Agreement or until a new resolution is agreed upon.

**ARTICLE XIV
MANAGEMENT RIGHTS**

- Section 1 - The School Board hereby retains and reserves until itself all powers, rights, authority, duties and responsibilities that are not specifically limited by the express language of this Agreement.

**ARTICLE XV
UNION MEMBERSHIP**

- Section 1 - Local 672 officers will be responsible to bring any employee dues deduction authorization cards to the payroll office for processing. The Employer shall honor employees' individually authorized dues deduction forms, and shall make such deductions from the employee's earnings in the amounts certified by the Union for union dues, assessments, or fees; and PEOPLE contributions, and remit such deductions to the Union at the address designated in writing to the Employer by the Union. Authorized deductions shall be revocable in accordance with the terms under which an employee voluntarily authorized said deductions provided that an employee is annually given a reasonable period to revoke.
- Section 2 - The Employer shall monthly notify the Union in writing as to the following personnel transactions involving unit employees within each department, with work locations: new hires, promotions, demotions, reclassification, layoffs, reemployment, transfers, leaves of absence, return from leaves, suspensions, terminations, retirements, resignations, discharges and any other information mutually agreed to by the parties. In addition, the Employer shall notify both Council 31 and the Local Union via electronic mail of all new persons hired into bargaining unit positions on or before the new employee (s) date of employment.
- Section 3 - The Union shall be notified of any Freedom of Information Act (5 ILCS 140/7) disclosure request for information pertaining to the employee.
- Section 4 - The Union agrees to hold harmless and indemnify the School District No. 40, its School Board, employees and agents as to all claims that may arise in litigation resulting from the implementation or attempted implementation of this Article in

this and prior Agreements. Union agrees to pay all costs of such litigation including court costs, attorney fees, judgments, penalties and interests.

Section 5 - Employees may sign up for the voluntary PEOPLE programs, by payroll deduction, at any time. It will be the responsibility of Local 672 officers to take the employees authorization card to the payroll office for processing. Newly hired employees to the District may enroll after their probationary period ends.

**ARTICLE XVI
TERM OF THE AGREEMENT**

Section 1 - This Agreement shall be effective as of July 1, 2018, and shall remain in full force and effect until June 30, 2020, or until a successor Agreement has been completed. Negotiations for a successor Agreement shall begin not later than thirty (30) days prior to the expiration date of this Agreement.

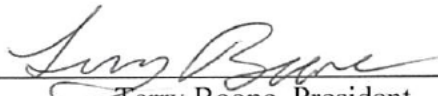
Section 2 - Negotiations may, if mutually agreed upon, be reopened by either party at any time during the period covered by this Agreement.

**ARTILE XVII
ACCEPTANCE**

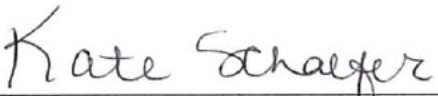
In witness thereof this 27th day of August, 2018.

FOR THE UNION

FOR THE BOARD OF EDUCATION



Terry Boone, President



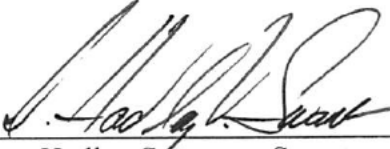
Kate Schaefer, President



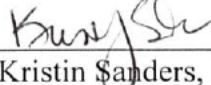
Audie Schmidt, Chief Negotiator



David McDermott, Chief Negotiator



Hadley Swanson, Secretary



Kristin Sanders, Board Secretary

**APPENDIX -
AFSCME 2018-2019 Salary Schedule ***

Step	Group I		Group II		Group III		Group IV	
	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate
1st	\$38,186	\$18.36	\$39,782	\$19.13	\$40,310	\$19.38	\$47,998	\$23.07
2nd	\$38,953	\$18.73	\$40,571	\$19.50	\$41,116	\$19.76	\$49,711	\$23.90
3rd	\$39,716	\$19.10	\$41,368	\$19.89	\$41,921	\$20.16	\$50,568	\$24.31
4th	\$40,478	\$19.46	\$42,161	\$20.27	\$42,728	\$20.54	\$51,427	\$24.73
5th	\$41,240	\$19.82	\$42,959	\$20.66	\$43,533	\$20.93	\$52,284	\$25.14
6th	\$42,008	\$20.20	\$43,751	\$21.03	\$44,340	\$21.31	\$53,142	\$25.55
7th	\$42,770	\$20.56	\$44,552	\$21.41	\$45,145	\$21.71	\$55,078	\$26.48
8th	\$43,533	\$20.93	\$45,347	\$21.80	\$45,952	\$22.09	\$56,180	\$27.01
9th	\$44,299	\$21.29	\$46,143	\$22.18	\$46,758	\$22.48	\$57,302	\$27.55
10th	\$45,061	\$21.67	\$46,918	\$22.56	\$47,563	\$22.86	\$58,779	\$28.26
11th	\$45,823	\$22.03	\$47,734	\$22.95	\$48,368	\$23.26	\$59,954	\$28.83
12th	\$46,591	\$22.40	\$48,530	\$23.33	\$49,175	\$23.64	\$61,453	\$29.54
13th	\$47,353	\$22.76	\$49,325	\$23.71	\$49,982	\$24.03	\$62,990	\$30.28
14th	\$49,078	\$23.59	\$51,122	\$24.57	\$51,804	\$24.91		
15th	\$50,058	\$24.07	\$52,145	\$25.07	\$52,840	\$25.40		
16th	\$51,058	\$24.54	\$53,188	\$25.58	\$53,896	\$25.91		
17th	\$52,374	\$25.18	\$54,557	\$26.23	\$55,285	\$26.58		
18th	\$53,422	\$25.69	\$55,648	\$26.75	\$56,390	\$27.11		
19th	\$54,757	\$26.33	\$57,039	\$27.42	\$57,800	\$27.79		
20th	\$56,126	\$26.98	\$58,465	\$28.11	\$59,245	\$28.48		

* Salary Schedule Steps do not equate to employees years of services.

Group I: Custodians

Group II: Leadperson Elementary and Wharton/Browning Field

Group III: Leadperson (Middle and 2nd Shift High School), Mail Truck Driver,
Pool Custodian/Athletic Equipment, Warehouse and General Maintenance

Group IV: Maintenance Specialists

**APPENDIX -
AFSCME 2019-2020 Salary Schedule ***

Step	Group I		Group II		Group III		Group IV	
	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate
1st	\$38,664	\$18.59	\$40,279	\$19.37	\$40,814	\$19.62	\$48,598	\$23.36
2nd	\$39,440	\$18.97	\$41,078	\$19.74	\$41,630	\$20.01	\$50,332	\$24.19
3rd	\$40,213	\$19.33	\$41,885	\$20.13	\$42,445	\$20.41	\$51,200	\$24.61
4th	\$40,984	\$19.70	\$42,688	\$20.52	\$43,262	\$20.80	\$52,070	\$25.03
5th	\$41,756	\$20.07	\$43,496	\$20.91	\$44,078	\$21.19	\$52,938	\$25.45
6th	\$42,533	\$20.45	\$44,298	\$21.29	\$44,895	\$21.58	\$53,806	\$25.86
7th	\$43,305	\$20.82	\$45,109	\$21.68	\$45,710	\$21.98	\$55,766	\$26.81
8th	\$44,078	\$21.19	\$45,914	\$22.07	\$46,527	\$22.37	\$56,882	\$27.35
9th	\$44,853	\$21.56	\$46,719	\$22.46	\$47,343	\$22.76	\$58,019	\$27.89
10th	\$45,625	\$21.94	\$47,505	\$22.84	\$48,158	\$23.15	\$59,513	\$28.61
11th	\$46,395	\$22.31	\$48,331	\$23.24	\$48,973	\$23.55	\$60,704	\$29.19
12th	\$47,174	\$22.68	\$49,137	\$23.62	\$49,790	\$23.94	\$62,221	\$29.91
13th	\$47,945	\$23.05	\$49,942	\$24.01	\$50,607	\$24.33	\$63,777	\$30.66
14th	\$49,691	\$23.89	\$51,761	\$24.88	\$52,451	\$25.22		
15th	\$50,684	\$24.37	\$52,797	\$25.38	\$53,501	\$25.72		
16th	\$51,697	\$24.85	\$53,852	\$25.90	\$54,570	\$26.23		
17th	\$53,028	\$25.50	\$55,238	\$26.56	\$55,976	\$26.91		
18th	\$54,089	\$26.01	\$56,344	\$27.08	\$57,095	\$27.45		
19th	\$55,441	\$26.65	\$57,752	\$27.76	\$58,522	\$28.14		
20th	\$56,827	\$27.32	\$59,196	\$28.46	\$59,986	\$28.84		

* Salary Schedule Steps do not equate to employees years of services.

Group I: Custodians

Group II: Leadperson Elementary and Wharton/Browning Field

Group III: Leadperson (Middle and 2nd Shift High School), Mail Truck Driver,
Pool Custodian/Athletic Equipment, Warehouse and General Maintenance

Group IV: Maintenance Specialists

Exhibit 6

AFSCME

1625 L Street NW
Washington, District of Columbia 20036

To whom it may concern:

Effective immediately, I resign membership in all levels of the union.

As a nonmember, I request that you immediately cease deducting all dues, fees, and political contributions from my wages, as is my constitutional right in light of the U.S. Supreme Court's ruling in *Janus v. AFSCME*.

This objection is permanent and continuing in nature and should be honored for as long as I remain in the bargaining unit.

I understand that the union has arranged to be the sole provider of workplace representation services for all employees in my bargaining unit and that I am legally prohibited from using alternative services. I understand further that, in exchange for the privilege of acting as the exclusive bargaining representative, the union must continue to represent me fairly and without discrimination in dealings with my employer and cannot, under any circumstances, deny me any wages, benefits, or protections provided under the collective bargaining agreement with my employer.

Furthermore, I request that you promptly provide me with a copy of any dues deduction authorization — written, electronic, or oral — the union has on file for me.

I trust that you will act promptly to properly observe my constitutional rights.

Susan Bennett
2444 32nd Street
Moline, Illinois 61265
(309) 292-0717

Moline-Coal Valley School District
Custodian

Signature and Date: Susan Bennett 11-1-18

Do not contact me with any future membership solicitations or union materials.

Exhibit 7

Delivered
to AD
11-5

Sue Bennett
2444 32nd St.
Moline IL 61265

Dear Dave McDermott ("Employer"):

I am employed by Moline Coal Valley Schools ("Employer") at
Roosevelt School (facility/school) as a
Custodian (position/title).

Effective immediately, I have resigned my membership from the
AFSCME (Local 672) ("Union") and all affiliated unions and wish to be
considered a nonmember.

Per the U.S. Supreme Court's decision in Janus v. AFSCME, I cannot be required to pay any dues or fees to a union to maintain my job. **Any previous authorizations of membership and/or the deduction of dues or fees are invalid** because they were based on an unconstitutional choice: pay dues to a union and become a member, or pay fees to a union as a nonmember.

Therefore, you are no longer authorized to enforce any authorization I may have apparently given pursuant to a signed authorization form, or any authorization that Employer has inferred on my behalf, allowing Employer to make an automatic payroll deduction for Union dues or fees.

Furthermore, any restriction on the timing of revoking a dues/fees deduction is invalid because any previous authorization was signed under a framework Janus declared unconstitutional.

If you refuse to accept this letter as both an effective resignation and my immediate revocation of the automatic dues or fees deduction, please inform me in writing of exactly what must be done to revoke my automatic dues or fees deduction authorization and resign my membership in the Union.

Please respond promptly. Any further collection of dues or fees will constitute a violation of my rights under the U.S. Constitution.

Sincerely:

Sue Bennett
Signature

Sue Bennett
Print name

11-5-18
Date

Exhibit 8

From: **Dave McDermott** <dmcdermo@molineschools.org>
Date: Mon, Dec 3, 2018 at 8:07 AM
Subject: Re: union dues
To: Sue Bennett <sbennett@molineschools.org>
Cc: Julie Bennett <jbennett@molineschools.org>

Based on you enrollment card with AFSCME, see attached, you have to wait until the enrollment period to withdrawal. I believe the next opportunity is August 2019. I would recommend talking with your AFSCME representative to ensure you are following the legal procedures to withdraw.

Thanks.
Dave

On Fri, Nov 30, 2018 at 5:37 AM Sue Bennett <sbennett@molineschools.org> wrote:

Morning Dave--I just saw that my union dues were still being taken out of my check and just wondered when that would be stopping since I sent my opt out paperwork to everyone last month? Thanks for your help--sue

Sue Bennett
Roosevelt 1st Shift Custodian

Exhibit 9



Executive Director
Roberta Lynch

Executive Vice Presidents
Ellen Larrimore

Ralph Portwood
John Rayburn
Yolanda Woods

Secretary
Dave Delrose

Treasurer
David Morris

Executive Board

Gloria Arseneau

Terry Boone

Garry Cacciopaglia

Gary Caccio

Phil Cisneros

Shaun Dawson

Carlene Erno

Safiya Felters

Lori Gladson

Tad Hawk

Steve Howerter

Melanie Hoyle

Kathy Lane

Matthew Lukow

Lloyd Marshall

Chris Milton

Stephen Mittons

Thomas Opolony

Gary Quick

Kobie Robinson

Yurvette Simmons

Crosby Smith

Miguel Vazquez

Trudy Williams

Tim Worker

Retiree President

Larry Brown

Trustees

Tom Brown

Jerry Grammer

December 13, 2018

Sue Bennett
2444 32nd St
Moline, IL 61265

Dear Sue,

You are receiving this letter because you contacted AFSCME Council 31 regarding the status of your union membership. As you were informed over the phone, as soon as AFSCME Council 31 receives written notice from you stating that you wish to revoke your union membership, AFSCME Council 31 will instruct AFSCME International and your local union to remove your name from the membership list.

As you were informed during the phone call, your union membership will stop as soon as AFSCME Council 31 receives written notice of your decision to resign. Although you may cancel your union membership at any time, your signed membership card committed you to paying an amount equal to dues to support the work of the union for one year. Our union asks members to make this commitment so that we can properly budget and provide all workers with the representation they need. As stated on the card you signed, your commitment to having dues equivalents deducted can only be revoked in writing during a specified "window period". Your window period is based on the date you signed your card, and is a period from 25 days before the anniversary date of your signature to 10 days before the anniversary date of your signature. Your signature date was 8/21/2017, therefore your next opportunity to submit a written request to revoke these deductions will be from 7/27/2019 to 8/11/2019. This notice should be sent to:

AFSCME Council 31
615 S Second St
Springfield, IL 62701

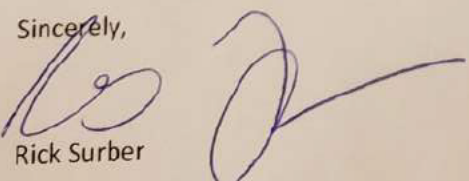
I would like to urge you to consider remaining a member of your union. Your membership strengthens the union and its ability to obtain better wages, benefits, and job protections for yourself and the people you work with.

Please remember that regardless of your membership status, you are represented by the union. We believe that because everyone benefits from our union contract, everyone should contribute to the cost of negotiating and enforcing the contract.

As a union member, you not only stand with your co-workers, but you are able to shape the direction of our union by [see changes I made to other letter] voting on our contract, having a voice in what we fight for, and voting on the internal business of our union. Union membership comes with many member only benefits, including tuition free college for yourself, your spouse and children, low interest home mortgages and a host of other discounted products.

If you want to talk more about union membership or have any further questions, please call me at 708.524.5356 x5762.

Sincerely,


Rick Surber

AFSCME Council 31

American Federation of State, County and Municipal Employees, Council 31

TEL (312) 641-6060 FAX (312) 861-0979 WEB www.afscme31.org 205 North Michigan Avenue, Suite 2100 Chicago, Illinois 60601

10/17



Exhibit 10

DOWD, BLOCH, BENNETT, CERVONE, AUERBACH & YOKICH

8 SOUTH MICHIGAN AVENUE • 19TH FLOOR
CHICAGO, ILLINOIS 60603-3315
(312) 372-1361 | FAX (312) 372-6599
WWW.DBB-LAW.COM

MELISSA J. AUERBACH
JEREMY M. BARR
BARRY M. BENNETT
ROBERT E. BLOCH
ROBERT S. CERVONE
J. PETER DOWD
JOSIAH A. GROFF
JUSTIN J. LANNOYE
DAVID P. LICHTMAN
GEORGE A. LUSCOMBE III
RONALD M. WILLIS
STEPHEN A. YOKICH

WILLIAM M. KINNEY
ELIZABETH L. ROWE

March 4, 2019

Lanty McGuire
Superintendent
Moline-Coal Valley School District
1619 11th Avenue
Moline, Illinois 61265

Re: Sue Bennett

Dear Superintendent McGuire:

I am writing with respect to the demand the District received from the “Liberty Justice Center” with respect to one of the District’s employees, Susan Bennett.

Ms. Bennett signed an authorization card for payroll deduction of membership dues in August 2017. In that card, she agreed to become a member of the union and to pay membership dues. She authorized payroll deduction of those dues. This authorization agreement between Ms. Bennett and AFSCME Council 31 requires the deduction of dues, unless Ms. Bennett revokes the authorization by notifying the Union during an annual “window period” set forth on the authorization card.

Ms. Bennett has indicated that she wishes to cease her membership in the Union and the Union has complied with that request. Nonetheless, her agreement with the Union for the deduction of dues is binding and enforceable until Ms. Bennett revokes it by notifying the Union during the appropriate window period.

The demand from the “Liberty Justice Center” seriously misrepresents the holding in *Janus v. AFSCME Council 31*. The holding of that case was that public employees must give their “affirmative consent” for the deduction of payments to their bargaining representatives. *Janus v. AFSCME Council 31*, Case No. 16-1466, slip. op. at 48 (June 27, 2018). This means that the School District should honor the terms of the agreement between union members and

their unions with respect to payroll dues deductions. As the Illinois Attorney General's Office has explained:

The *Janus* decision does not impact collection of union dues from union members or any preexisting arrangements regarding these dues. Employee union members' existing choices as to membership cards, payroll deductions and other agreements must be honored.

Under Illinois law public and educational employees may pay dues through a voluntary payroll deduction negotiated by their exclusive representative.

Nothing in *Janus* changes the validity of existing union member employees prior authorization of dues deductions or requires existing union members to reaffirm their prior authorization.

Attorney General Lisa Madigan, *Guidance regarding Rights and Duties of Public Employers, Public Employees and Public Employee Unions after Janus v. AFSCME Council 31*, (July 20, 2018).

Since the *Janus* decision, the Courts have unanimously rejected challenges to the legality of revocation "windows" similar to the ones set forth in the agreement which Ms. Bennett signed with Council 31. *Fisk v. Inslee*, No. 17-35957 (9th Cir. 1/9/19); *Belgau v. Inslee*, 2019 U.S. Dist. LEXIS 25293 (W.D. Wash. 2/15/2019); *Cooley v. California Statewide Law Enforcement Association*, No. 18-cv-02961 (E.D. Cal., 1/25/19); *Smith v. Superior Court, County of Contra Costa*, et.al. Case 18-cv-05472 (N. D. Cal. 11/16/18).

Based upon legal precedent and the collective bargaining agreement, the District should continue to withhold dues from Ms. Bennett until she gives notice to the Union within the appropriate window period as defined by her authorization card. In the event Ms. Bennett gives notice to the Union consistent with the terms of the agreement Ms. Bennett entered into with the Union, the Union will promptly notify the District that dues deductions should cease.

As you know, Section 1 of Article XV of the collective bargaining agreement between the District and Council 31 requires the District to honor the terms of the dues deduction authorization card and Section 4 of Article XV contains an agreement by Council 31 to hold harmless and indemnify the District if there is litigation with respect to employee dues deduction authorization cards.

Accordingly, we ask that you notify us immediately if Ms. Bennett begins any litigation, so that we can carry out any obligation imposed by the collective bargaining agreement.

If you have any questions, please do not hesitate to contact me.

Very Truly Yours

A handwritten signature in black ink that reads "Stephen A. Yokich". The signature is written in a cursive style with a large, stylized 'S' and 'Y'.

Stephen A. Yokich

Exhibit 11

RECEIVED

JUL 29 2019

Delivered
to AD
7-29-19

Sue Bennett
2444 32nd Street
Moline IL 61265

BOARD OF DIRECTORS

Dear Dave Mc Dermott ("Employer"):

I am employed by Moline Coal Valley Schools ("Employer") at
Washington School (facility/school) as a
Custodian (position/title).

Effective immediately, I have resigned my membership from the
AFSCME Local 672 ("Union") and all affiliated unions and wish to be
considered a nonmember.

Per the U.S. Supreme Court's decision in *Janus v. AFSCME*, I cannot be required to pay any dues or fees to a union to maintain my job. Any previous authorizations of membership and/or the deduction of dues or fees are invalid because they were based on an unconstitutional choice: pay dues to a union and become a member, or pay fees to a union as a nonmember.

Therefore, you are no longer authorized to enforce any authorization I may have apparently given pursuant to a signed authorization form, or any authorization that Employer has inferred on my behalf, allowing Employer to make an automatic payroll deduction for Union dues or fees.

Furthermore, any restriction on the timing of revoking a dues/ fees deduction is invalid because any previous authorization was signed under a framework *Janus* declared unconstitutional.

If you refuse to accept this letter as both an effective resignation and my immediate revocation of the automatic dues or fees deduction, please inform me in writing of exactly what must be done to revoke my automatic dues or fees deduction authorization and resign my membership in the Union.

Please respond promptly. Any further collection of dues or fees will constitute a violation of my rights under the U.S. Constitution.

Sincerely:

Sue Bennett

Signature

Sue Bennett

Print name

7-29-19

Date

Exhibit 12

EMPLOYEEID#	LASTNAME	FIRSTNAME	DATE SENIORITY(Hire)
13078 ✓	Brathall	Robert	November 1, 1982
13118 ✓	Hoyt	Mark	September 24, 1984
12713 ✓	VanVoltenburg	Kim	October 16, 1987
13932 ✓	Johnson	Bradley	April 11, 1988
12395	Franks	Thomas	July 1, 1988
14218 ✓	Hoffmann	James	August 11, 1988
13460	Meuser	Christopher	August 29, 1988
12966 ✓	Lerschen	William	November 16, 1988
13350 ✓	Shelton	Gregory	January 3, 1989
13119 ✓	Ethridge	Julie	October 2, 1989
13870	Winthurst	Diana	February 3, 1992
13283 ✓	Mojica	Ramon	August 7, 1992
14220 ✓	Duax	David	August 11, 1992
12670 ✓	Elliff	Linda	September 1, 1992
14193 ✓	VanBlaricome	Scott	November 10, 1993
12918 ✓	Hoggard	Linda	January 26, 1994
12387 ✓	Huber	Phyllis	December 13, 1995
13560 ✓	Mortenson	Pamela	May 22, 1996
12393 ✓	Waldbusser	Lori	January 20, 1998
13729	Vols	Gary	August 11, 1999
13025 ✓	Timm	Cynthia	June 14, 2000
13933 ✓	Johnson Jr	Albert	August 14, 2000
12418 ✓	Tyler	Jerry	September 18, 2000
12394 ✓	Oetgen	Debra	February 28, 2001
13115 ✓	Nicholson	Frederick	August 13, 2001
12782 ✓	Coakley	William	April 10, 2002
14425 ✓	Raya	Florencio	July 23, 2002
14406 ✓	Fowler	Richard	November 4, 2002
13352 ✓	Radovich	Mitchell	October 28, 2003
13087 ✓	Swanson	Douglas	January 2, 2004
12835 ✓	Murphy	Donald	August 24, 2004
12702 ✓	Flores	Les	November 22, 2004
12671 ✓	Kelly	Alice	March 12, 2008

08-08-8
49 Wives
41-YES
8-NO'S

14248	✓	McKinzie	Bradley	April 28, 2009
12727	✓	Bennett	Susan	August 1, 2009
13205	✓	Hallgren	Elmer	September 14, 2010
14297	✓	Jasper	Randall	September 14, 2010
12646	✓	Anderson	Deborah	December 28, 2010
12443	✓	Boone	Terence	March 1, 2011
13121	✓	Kirschenmann	Kimberly	August 9, 2011
14627	✓	Quintana	Richard	September 13, 2011
13202	✓	Butler	Daniel	December 13, 2011
14682	✓	Cruz	Jesus	November 17, 2012
14620	✓	St Dennis	Jennifer	August 27, 2013
14944		Nees	Autumn	March 10, 2015
14850		Ojeda	Ismael	April 28, 2015
15046		Nickell	Tiffany	July 6, 2015
14977	✓	Mayberry	Kevin	July 28, 2015
15264		Kelley	Nathan	July 28, 2015
14937	✓	Broyles	Keith	October 27, 2015
15255	✓	Roland	Michael	December 15, 2015
15204	✓	Sierra de Alvarez	Ana	January 4, 2016
15176	✓	Dreifurst	Rhianna	January 26, 2016
15320	✓	Reed	Mark	February 9, 2016
15487	✓	Spirowka	Steven	February 23, 2016
15551	✓	Soukup	Steven	March 15, 2016
15497	✓	Plak	Michael	April 12, 2016
15599	✓	Haskins	Corey	July 3, 2017
15603	✓	Steele	Darrell	November 1, 2017
15881		Rice	Joshua	February 1, 2018
15666	✓	Ethridge	Christopher	August 1, 2018 (1)
15855	✓	Tyler	Ryan	August 1, 2018 (2)
15903		Isenberger	Tammie	August 1, 2018 (3)