

COLLECTIVE BARGAINING AGREEMENT

Between the  
BOARD OF EDUCATION OF SCHOOL DISTRICT 45  
VILLA PARK, ILLINOIS

and the

DISTRICT 45 EMPLOYEES ASSOCIATION, IEA/NEA

JULY 1, 2026 - JUNE 30, 2029

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## **PREAMBLE**

WHEREAS, the Board and Association have endorsed voluntarily the practices and procedures of collective bargaining as a fair and orderly way of conducting the Board's relations with its employees insofar as such practices are appropriate to the obligation of the Board to retain the right to operate the school district in a responsible and efficient manner and are consonant with the paramount interests of the public and the students in the school system; and

WHEREAS, the Board of Education and the District 45 Employees Association-IEA-NEA recognize that this agreement is not intended to modify any of the discretionary authority vested in the Board and the school district by the statutes of the State of Illinois; and

WHEREAS, it is the intention of the parties to this agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and other conditions of employment of the employees covered by this agreement, to prevent interruptions of work and interference with the efficient operation of the school district, and to provide an orderly and prompt method for handling and processing grievances;

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

## **ARTICLE I**

### **RECOGNITION**

#### Section 1.

The Board of Education of Villa Park School District No. 45, DuPage County, Illinois (hereinafter "Board"), recognizes District 45 Employees Association-IEA-NEA (hereinafter "Association") as the exclusive collective bargaining representative for all full-time and part-time custodial and maintenance employees, but excluding foremen who do not regularly perform bargaining unit work and persons excluded pursuant to the provisions of the Illinois Educational Labor Relations Act.

As used herein, "employee" shall mean those persons defined in the bargaining unit above.

#### Section 2.

This shall not preclude any employee of District 45 from voluntarily belonging to the Association and paying dues in accordance with the provisions of Article XII.

## ARTICLE II

### ASSOCIATION RIGHTS

#### Section 1. Nondiscrimination

There shall be no discrimination against any employee for Association activity or functioning as a steward, committee member, or other Association official post as a consequence of such activity or functioning.

#### Section 2. Association Bulletin Board

Employees shall have access to an Association bulletin board for the posting of meeting notices and other information provided by the Association.

#### Section 3. Notices to the Association

The Association President and IEA/NEA UniServ Director shall receive copies of all notices regarding job openings as well as a copy of all personnel transactions to fill jobs as they occur.

#### Section 4. Attendance at Association Meetings

An employee may attend an Association meeting without pay if the workload permits and if approved by the personnel administrator or designee.

#### Section 5. Association Leave Days

The Association shall be permitted three (3) days of paid leave each calendar year to carry out Association business, provided at least two (2) working days' notice of intent to use such days shall be given and such shall not materially interfere with the ability of the District to meet its responsibility.

#### Section 6. Association Meetings

The Association, at reasonable intervals during the calendar year, shall be permitted to hold three (3) meetings at shift change in the schools, not to exceed one-half hour from each shift, provided the contract ratification meeting shall be excluded in computing the maximum number of meetings per year. At least two days' notice of such meetings must be given and have the approval of the Assistant Superintendent for Finance or Superintendent's designee.

## Section 7. Joint Labor Management Committee

In an effort to foster positive, on-going communications between the Association and the Administration/Board, the parties agree to form a Joint Labor Management Committee to address both contractual and non-contractual issues of interest or concern to the parties. The committee shall be advisory to the Administration/Board and the Association. The Committee shall be composed of the Association President and one member appointed by the Association President, the Superintendent or designee, and the Director of Buildings and Grounds. In addition, the Committee may invite others to attend Committee meetings for the purposes of serving as a resource for information relevant to any matter before the Committee. Such resource persons may include but are not limited to a teacher, a community member, an outside person with special expertise or knowledge, or the Assistant Superintendent for Finance. The resource persons shall be invited upon the basis of a consensus of the Committee. The Committee shall prepare agendas in advance of the meetings and keep notes of the meetings which shall be distributed to the Committee members. At least annually, the Committee shall engage in a discussion of current workloads. Pending the recommendation of either party, the discussion may include a consideration of square footage amounts, staffing, overtime requirements, and other workload-related topics. All agreed recommendations shall be memorialized in a memorandum of agreement.

The Committee shall establish a meeting schedule as determined by the consensus of the Committee. One co-chairperson shall be appointed by the Association and the other shall be chosen by the Administration. The members of the Committee shall make an effort to notify the co-chairpersons of the Committee concerning any issue or concern that a member of the Committee suggests for discussion.

Neither the Board nor the Association waives its rights or duties under the Illinois Education Labor Relations Act as a result of participation in this committee.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS**

The Board shall retain all rights to management of the property and buildings, and direction of the working force, subject to this agreement.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### Section 1. Definition

A grievance is a violation, misinterpretation or misapplication of the provisions of this agreement.

#### Section 2. Procedure

To ensure prompt settlement of any grievance, it shall initially be taken up orally between the employee(s) and the immediate supervisor. The steward may attend such informal discussion if requested by the employee. If not satisfied, the grievance shall be reduced to writing and settled as follows:

##### Step 1. To Immediate Supervisor

The employee or Association must file a written grievance with his/her immediate supervisor within seven (7) working days after occurrence of the complaint(s) or within seven (7) working days from when the employee may reasonably have ascertained the occurrence of such event(s). The immediate supervisor will respond in writing to such grievance within seven (7) working days after receipt of the written grievance or any meeting he may convene, whichever shall last occur.

##### Step 2. To the Assistant Superintendent for Finance or his/her Designee

If the written answer from the immediate supervisor is not satisfactory, the employee or Association may within ten (10) working days following receipt of the answer, file a written grievance with the Assistant Superintendent for Finance or his/her designee. The grievant(s) and the Assistant Superintendent for Finance or designee shall meet within ten (10) days of the submission of the appeal. A written answer will be sent to the grievant within ten (10) working days of this meeting.

##### Step 3. To the Superintendent of Schools

If Step 2 is not satisfactory, the employee or Association may, within ten (10) working days following receipt of the answer from the Assistant Superintendent for Finance or his/her designee, file a written appeal to the Superintendent of Schools or his/her designee who shall conduct a hearing with all parties in attendance and give an answer

to said appeal within ten (10) days of the grievance meeting.

Step 4. Arbitration

If the Association is not satisfied with the disposition of the grievance at Step 2 or 3 or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration by the American Arbitration Association (AAA) which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date of the Step 2 or 3 answer, then the grievance shall be deemed withdrawn.

1. The arbitrator shall have no power to alter the terms of this Agreement.
2. Each party shall bear the full costs for its representation in the arbitration. The cost of the AAA shall be divided equally between the Board and the Association.
3. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally.

Section 3. Arbitrator's Decision

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

Section 4. Arbitrator's Cost

Each party shall bear 50% of the costs and expenses of the arbitrator.

Section 5. Grievance Timeline Requirement

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

Section 6. Association Presence

An Association representative may be present at all steps of the Grievance Procedure.

Section 7. Day Definition

As used herein, "day" shall mean Monday through Friday except days on which the District Business Office is closed.

Section 8. Withdrawal of Grievance

A grievance may be withdrawn by the Association at any time, but if withdrawn, shall be deemed as though never having been filed.

## ARTICLE V

### WORKING CONDITIONS

#### Section 1. New Employees

a. Notification to Association

New employees shall be hired at the applicable entry level rate as listed in Exhibit A. Within 10 calendar days of hiring a bargaining unit employee, the Board shall advise the Association of the new employee's name, job title, worksite location, work phone number, any home and personal cell phone numbers, date of hire, work email address, any personal email address, and the regular salary of all new employees. Per Public Act 104-0293, the same information will be provided to the statewide labor organization with which the local union is affiliated.

b. Demonstration of Physical Condition

Except as precluded by law, the Board may require all new employees to submit reasonable medical evidence as specified by the Board demonstrating their medical condition and ability to perform their job. The cost, if any, of providing such medical information shall be borne by the employee.

#### Section 2. Evaluation and Personnel File

a. At the onset of the contract period each employee will receive a copy of the District's Custodial and Maintenance Plan. The plan will contain evaluation procedures, copies of the job descriptions of bargaining unit members, and evaluation instruments. The parties will conduct a joint in-service of the plan at the onset of the contract. Each new employee will receive a copy of the plan upon hire at which time the Director of Building and Grounds will review the plan with him or her.

b. Employees shall be given a copy of any evaluation report and shall have the right to discuss such report with the primary evaluator. Employees shall be given a copy of all evaluative material added to the personnel file at or promptly following the time such is added to the file. The employee shall acknowledge receipt of such copy.

c. Employees shall have the right to respond in writing to all additions to their personnel file, provided the employee of a copy of such addition files such response within ten (10) calendar days of receipt. Such additions shall be made a part of the file. No separate personnel file shall be maintained other than the one subject to employee inspection.

d. Each employee shall have the right upon request to review the contents of his personnel file, with the exception of initial employment letters of reference or other confidential data. Such review shall be during normal business hours and in the presence of a representative of the Board. An employee must provide his written consent to the Board before disclosure of his written record will be made to any person not authorized by the Board to inspect such file. Nothing shall be permanently removed from the personnel file without the consent of an appropriate agent of the Board of Education.

e. An employee or his designated representative may obtain copies of documents made available as above.

f. No record or file or document pertaining to an employee will be made available to any unauthorized persons for inspection or to copy.

### Section 3. Rest Area

An area for employees for eating and relaxation during breaks shall be provided in each building for custodial and maintenance employees.

### Section 4. Training Sessions

Employees required to attend training sessions shall be compensated if such sessions are conducted during the employee's regular working hours.

### Section 5. Uniforms

The District will supply each employee with the following uniforms:

a. Five [5] sets during the first year of employment, and if needed, a maximum of three (3) sets annually thereafter.

b. Uniforms will consist of a short-sleeved shirt or polo shirt and one (1) navy blue pants, jeans, or shorts. Employees will be able to select their pants from among a list of options pre-approved by the Director of Buildings and Grounds in collaboration with Association leadership. Items that do not fit comfortably must be returned within 7 calendar days of employee receipt in order to receive a replacement item.

c. Every employee will be supplied with one (1) parka-like jacket, one (1) team jacket, and one (1) snow bib that will be replaced as needed from among a list of options pre-approved by the Director of Buildings and Grounds in collaboration with Association

leadership. Walking length shorts when appropriate are acceptable with the District-issued T-shirt for the summer. A lightweight or heavyweight pullover or zipper-front hoodie may be selected in lieu of one uniform set.

Employees will be consulted prior to the annual issuing of uniforms as to the appropriate size needed and have the responsibility to report damaged or worn out uniforms to the Director of Buildings and Grounds. Employees will be responsible for laundering and caring for their own uniforms.

At all times while on duty, employees are to wear only Board issued uniforms with appropriate logos and name identification as provided, unless participating in school sponsor activities.

When an employee leaves the District, all District issued clothing is to be returned to the Director of Buildings and Grounds.

The Board, at its option, may define the "year" in a single way as applicable to all employees or individually with respect to each employee's period of employment.

#### Section 6. Notification of Illness

In the event of illness, employees should call the Employer and enter their absence in Absence Management as soon as possible, in no case less than two (2) hours before time to report for work for the night shift and one (1) hour before time to report for the day shift.

#### Section 7. Emergency Phone Number

The Employer shall supply employees with a phone number to be called by families of employees in case of emergency.

#### Section 8. Work Week, Workday, Overtime

The normal workweek shall consist of five (5) days. The typical workday shall be eight (8) hours, exclusive of a lunch period of not less than one-half hour, but inclusive of breaks. An employee shall be given a break for each four (4) hours of continuous working (exclusive of lunch). Work in excess of forty (40) hours per week (Monday through Sunday) shall be at the rate prescribed by law, and provided further that for part-time employees, overtime shall be paid for all work in excess of eight (8) hours in a single day, provided such is also in excess of such employee's normal workweek. (Example of the latter provision: An employee working four (4) hours per day, who works nine (9) hours in a single day shall receive one (1) hour of overtime compensation, provided such employee works at least twenty (20) hours in such week.) For purposes of pay, paid leaves of absence shall be computed as time worked. There shall be no pyramiding of overtime or any non-regular (premium) rates.

#### Section 9. Overtime Rotation

A reasonable effort shall be made to rotate overtime in each building among the employees of those who are fully qualified to perform the available services. Any refusal of overtime which shall be excused by the Board shall be counted as compliance with such rotational effort. Unless otherwise directed by the Assistant Superintendent for Finance or designee, the head custodian in each building shall assume the initial responsibility of assignment of overtime in the building.

#### Section 10. Lead Person on Night Shift

If three (3) or more employees are regularly assigned to a school building on the night shift, one (1) of such employees shall be designated as the lead person and shall be compensated therefore at the rate of an additional 20 cents per hour.

#### Section 11. Work Rules

The District shall adopt work rules (including provisions for progressive discipline) provided prior to the implementation thereof such work rules shall be submitted to the Association President or designee, and a reasonable time allowed for the Association President or designee to submit suggestions for changes in such work rules. A copy of such work rules and any changes thereto shall be included in the District's Custodial and Maintenance Plan.

#### Section 12. Weekend Security Person

The employee designated as the weekend security person shall be paid a minimum of four (4) hours each for such work.

#### Section 13. Probationary Period

All employees shall serve their first six (6) months of employment as probationary employees. After the probationary period, termination of employment shall be for reasonable cause, i.e., a rational basis for termination, including progressive discipline when applicable.

#### Section 14. Employee Discipline and Just Cause

##### a. Progressive Discipline

In cases of employee misconduct, including but not limited to violation of Board Policy, the Board agrees to apply the principles of progressive discipline, including verbal reprimand, written reprimand, suspension without pay, and dismissal. Nothing in this

section requires the Board to exhaust all of the listed disciplinary steps in the event more serious discipline is required by the circumstances.

b. Disciplinary Action and Discharge

Employees who receive a written reprimand, suspension without pay, or who are discharged for any cause shall have such discipline or discharge reviewed within two (2) workdays by the Superintendent or designee. The employee shall also be given an opportunity to meet with the Superintendent or designee to discuss and review the reasons for the disciplinary action or discharge. The employee may bring a representative to such meeting.

Any employee discharged or suspended for any reason shall be given a written notice stating cause for the action. The Board will send a copy of the written notice to the Association. No adverse action up to and including termination will be taken without just cause.

Section 15. Paid Time for Required Office Discussion

Employees required to come to the Employer's office to discuss any grievance on their own time shall be paid a minimum of two (2) hours pay.

Section 16. Time-and-a-half for Emergency Day Work

Employees who work on a day when district buildings would normally be open for teachers and/or students but have been closed by the Superintendent due to an emergency and/or inclement weather shall receive time-and-a-half hourly pay for hours worked that day. Emergency closures that occur during the summer and other non-student attendance periods (e.g., winter break and spring break) will be addressed on a case-by-case basis.

Section 17. Provision of Disciplinary Documents

A copy of any disciplinary document or any other document which the District requires an employee to sign acknowledging receipt will be provided to the employee. The association president or his/her designee has the right to request from the district any document pertaining to discipline which an employee has signed.

Section 18. Work Assignment Changes

No changes in regular, full time work assignments shall be made without prior notice to the employee impacted and the Association President.

Section 19. Protective Footwear

The District shall pre-select a vendor who will provide protective footwear (indoor and outdoor boots/shoes) options at the expense of the District. The district will cover the cost of protective footwear up to \$600 per employee for their first year of employment and up to \$300 annually thereafter.

## ARTICLE VI

### LEAVES

#### Section 1. Injury on the Job

- a. Employees are required to notify their supervisor immediately if they sustain a work-related injury. The injured employee should immediately contact their supervisor. If the supervisor is not available, the employee should contact the current triage provider which can be found in the District's Custodial and Maintenance Plan. ***Always call 911 first for any potential life-threatening conditions.*** If 911 is called, the employee or supervisor can call the current triage provider after the incident to report the injury.
- b. Within 24 hours of injuries being sustained, the employee report, the supervisor's report and witness report should be completed online. Print, sign and send the forms to the Business Office Administrative Assistant. Copies of the fillable forms are available on the District's website under For Staff.
- c. Upon notification of the injury, the Supervisor/Administrator will submit a worker's compensation claim form to the District's worker's compensation carrier for approval. Worker's Compensation payments and sick leave calculations due to a worker's compensation injury are contingent upon the approval of the worker's compensation claim by the carrier.
- d. An employee who is injured shall be entitled to receive directly all Workers' Compensation payments for which he is eligible. To the extent such compensation does not equal the employee's normal wage rate, the employee shall receive the difference between such normal wage rate and such Worker's Compensation payments for ninety (90) days beginning the second day following the injury. The first day shall be charged to the employee's sick leave. This provision shall not apply if the employee was violating work rules, administrative direction or Board policy at the time of injury.
- e. Following such ninety (90) calendar days, the injured employee may retain all worker's compensation payments but further District payments will cease unless the employee has accumulated sick leave available, in which instance such accumulated sick leave shall be paid to supplement the worker's compensation payments to the extent of normal pay rates, such payments shall be deducted from accumulated sick leave.
- f. If sick and vacation leaves have been exhausted, vacation and sick day allocations will be suspended.
- g. Vacation pay will continue to accrue during the period when sick or vacation

leave shall be paid to the employee. This section shall apply only to injury on the job.

h. Prior to returning to work, all employees who are absent from work due to a work related injury must provide the Human Resource Office with a doctor's note indicating that the employee is able to return to work.

Section 2. Disability

An employee shall be deemed temporarily disabled from the onset of any illness, disability or injury by a period of ninety (90) calendar days, whether continuous or intermittent or until accumulated sick leave shall be exhausted, whichever shall be the greater period. All insurance fringe benefits shall continue during the period of temporary disability. At the end of such period, the employee may be deemed by the Board, in its sole discretion, to be permanently disabled.

Section 3. Sick Leave

a. Eligibility

Any person who is regularly employed full time is eligible for full sick leave provisions. Persons regularly employed on a part-time basis will receive proportional benefits.

b. Leave Provisions

The full annual allotment of sick leave shall be granted to an employee when she or he is actively working.

Year	
1 – 4	15 days
5 – 15	18 days
16+	21 days

Unused sick leave shall be accumulated and added to the following year as per the schedule above. The cap on the maximum accumulation of sick leave is two hundred eighty-one (281) days.

Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, or serious illness or death in the immediate family or household. As used herein "immediate family" includes the employee's spouse, parents, children, brothers, sisters, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents-in-law, partners to a civil union under Illinois law, or legal guardian. "Personal illness" shall not include cosmetic surgery (except that occasioned by

some other accident or injury). Sick leave shall also be interpreted to mean birth, adoption, placement for adoption, and the acceptance of a child in need of foster care.

#### Section 4. Jury Duty

- a. An employee called for jury duty may be granted special leave to fulfill such duty at full pay provided the employee shall promptly notify his supervisor after receiving such call and cooperate with the Board upon request with respect to any request for a continuance or excusal from service.
- b. An employee may retain jury duty pay for travel, food, and other expenses incurred in performing such jury duty.

#### Section 5. Personal Leave

Employees in their fourth (4th) month through third (3rd) year of employment shall be allowed two (2) full days or four (4) half days of personal leave annually. Employees in their fourth (4th) year of employment and beyond shall be allowed three (3) full days or six (6) half days of personal leave annually. A request for personal leave is to be submitted to the Director of Buildings and Grounds, via the electronic system, Absence Management, at least two (2) workdays prior to the leave. The employee will not be required to state a reason for the leave.

Personal leave shall not be granted for the week immediately before the start of the school year and the first week of the school year. Personal leaves will also not be approved the last 2 weeks of the school year or the day before or after a school holiday.

Employees will be required to give an explanation for a request for a personal day(s) and are subject to approval from the Superintendent or designee if:

- a. Personal day(s) are requested the week immediately before the start of the school year, the first week of the school year, the last 2 weeks of the school year, or the day before or after a school holiday.
- b. Personal day(s) are requested without 2 workdays' notice.

Once personal leave days are exhausted, there will be no additional paid personal days granted for any circumstance or emergency.

Unused personal leave shall be non-cumulative as such but shall, if unused, be converted to accumulated sick leave at the end of each school year.

Each part-time employee (i.e., less than 1.0 FTE) shall be allowed a prorated amount of personal leave annually.

Section 6. Bereavement Leave

Up to three (3) days bereavement leave (non-accruable) will be allowed each school year for each death in the immediate family or household (parents, step-parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, domestic partner, legal guardians, aunts, uncles, nieces, and nephews.) Additional bereavement leave for death in the immediate family or household will be deducted from the staff member's accrued sick leave.

Section 7. Active Military Service

An employee who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active duty shall be entitled to differential compensation for their period of active service. Differential compensation means that the District will pay the employee the difference between their regular compensation with the District and their military pay. In addition, their health insurance and other benefits will continue during the period of active duty on the same conditions as if the employee was working. Such active military duty shall not result in the loss or diminishment of any employment benefit, service credit, or status accrued at the time the duty commenced or as otherwise provided under applicable law.

## ARTICLE VII

### SENIORITY, JOB POSTING, AND BIDDING

#### Section 1. Seniority Definition

Seniority is length of service from date of hire exclusive of an unpaid leave of absence of ninety (90) consecutive calendar days or more. Seniority shall cease upon the employee's resignation, retirement or termination. The Association shall receive an updated seniority list once each year and a listing of new hires once each month by name, position and salary.

#### Section 2. Posting of Vacancies and Internal Transfers

Vacancies shall be posted for at least three (3) working days before being permanently filled. If the posted vacancy is filled by an internal transfer, any subsequent non-promotional vacancy that is the result of such transfer, and any transfers that may follow, will be posted. Any non-probationary employee interested in the posted vacancy or any non-promotional vacancies which may result from filling the posted vacancy should make such interests known to the Superintendent or designee. Probationary employees shall be considered on a case-by-case basis. All interested internal applicants will be afforded the opportunity to interview for posted vacancies. Existing employees who apply for and are appointed to fill a vacancy at a higher rate of pay than their prior position shall be given a training period of up to one hundred and eighty (180) calendar days. If at the conclusion of the training period, the employee is deemed unable to adequately perform such position, the employee shall be reassigned as soon as practicable to his previous classification. While serving at a higher rate of pay, the employee shall be paid at that rate.

#### Section 3. Application Process

Applications shall be made in writing.

#### Section 4. Non-appointment

Any employee not appointed to a vacancy for which he/she applied shall receive a letter giving the reasons for not being appointed if the letter is requested by the employee.

#### Section 5. Seniority and Internal Transfers

In filling vacancies, the Board shall give consideration to the seniority of applicants along with other pertinent factors.

Section 6. Involuntary Transfers

Involuntary transfers shall be avoided where feasible and shall not be permanently implemented until there has been a conference between the affected employee and the Assistant Superintendent for Finance or designee. The employee may bring a representative to such conference.

**ARTICLE VIII**

**BOARD-PD INSURANCE COVERAGE**

Group health, dental, and life insurance is made available to the employees who work one-half time or more. The Board of Education subsidizes this coverage for each subscriber by paying the following percentage of the monthly premium of the subscriber-selected plan:

- a. Group hospitalization, surgical and major medical insurance.

Medical Plan Type	HMO Plan		PPO HDHP (High Deductible Health Plan)		PPO BLUE CHOICE		PPO PLAN (Grandfathered)	
	Single	Family	Single	Family	Single	Family	Single	Family
Percent of Monthly Premium paid by Board of Education	85.4%	90.0%*	72.4%	80.1%	69.1%	76.4%	61.4%	67.9%

\*For the 2026-27 contract year, the Board of Education shall pay an amount equal to the listed percentage plus \$50.00 per month towards the monthly premium for employees selecting the Family HMO Plan.

- b. Group dental insurance:

Dental Plan Type	Single	Family
Percent of Monthly Premium paid by Board of Education	84.1%	35.3%

- c. Life insurance which indemnifies employees in the amount of \$20,000.00 against death, plus \$20,000.00 for accidental death or dismemberment, with the Board paying all of the premium.

- d. All of the benefits provided herein are applicable to full-time employees. Such benefits for part-time employees shall be applied as follows: thirty (30) hours per week full-time benefits; less than thirty (30) hours per week no benefits are allocated.

## ARTICLE IX

### WAGES AND OTHER COMPENSATION

#### Section 1. Position Categories and Compensation

Entry Level and Step 1 salaries are shown for each position category in Exhibit A.

The salary for each returning employee shall be increased by 2.90% for each contract year 2026-27, 2027-28, and 2028-29.

Overtime, when applicable, shall be computed on regular pay rates and seniority band as shown thereon. Seniority bands shall be payable pro rata over the appropriate fiscal year.

#### Section 2. Cellular Telephone Stipend

The employee who is assigned responsibility for carrying a cellular phone to receive emergency calls and to respond thereto shall receive an additional stipend of \$4.25 per day. Each building head custodian shall carry the cellular phone, provided (s)he may arrange for other non probationary employees in the building to assume this responsibility during a period of extended absence such as for vacation, subject to the approval of the Assistant Superintendent for Finance or designee and Principal. The District shall maintain cellular phones and battery chargers in working condition. The employee is responsible to report any lost or stolen cellular telephone or charger within 24 hours to the Director of Buildings and Grounds.

Nothing in this Article shall be construed as precluding the Board from withdrawing such cellular phones from use in whole or in part, and/or from assigning such cellular phones to nonbargaining unit personnel in whole or in part, and/or from seeking the voluntary participation of employees in some alternate system of cellular phone assignment, use and/or compensation.

#### Section 3. Mileage

Employees who travel between schools shall be reimbursed mileage at the IRS rate. Employees must fill out the form on the District 45 website to be reimbursed.

#### Section 4. Severance Pay

All employees who retire after the age of 55, who have worked eight (8) years or more, and who do not receive the retirement incentive in Article XIII, will receive \$100.00 severance pay for

each year of service to a maximum of \$1,100. Employees who have worked eight (8) years will receive \$800. Employees who have worked nine (9) years will receive \$900. Employees who have worked ten (10) years will receive \$1,000. Employees who have worked eleven (11) years will receive \$1,100. This sum may be spread over the employee's remaining months of employment prior to retirement if requested by the employee in writing.

Section 5. Call-Back Pay

Employees who are called back to work for snow removal or other school emergency on a Sunday or holiday shall be guaranteed a minimum of three (3) hours of work at overtime rates which shall be paid as salary.

**ARTICLE X**

**PAID HOLIDAYS**

The following holidays will be observed without loss of pay for all employees covered by this Agreement if such occurs during the employee's workweek, unless school is in session on any such days, then a floating holiday will be taken during the summer.

1. Independence Day (July 4);
2. Labor Day (first Monday in September);
3. Columbus Day (second Monday in October);
4. Veterans' Day (November 11)\*;
5. Thanksgiving Day (fourth Thursday in November);
6. Friday after Thanksgiving Day;
7. Christmas Eve (December 24);
8. Christmas Day (December 25);
9. New Year's Eve (December 31);
10. New Year's Day (January 1);
11. Martin Luther King's Birthday (third Monday in January);
12. Presidents' Day (third Monday in February);
13. Memorial Day (last Monday in May); and
14. Juneteenth (June 19)
15. Floating Holiday as designated by the School District

\*The Veterans' Day holiday will be observed on the first Monday of spring break each year.

When the following holidays fall on the given day, the observed holiday shall be as indicated:

<u>Holiday</u>	<u>Falls On</u>	<u>Observed</u>
Christmas Eve - Christmas Day	Friday-Saturday	Thursday-Friday
	Saturday-Sunday	Thursday-Friday or Friday-Monday
	Sunday-Monday	Friday-Monday or Monday-Tuesday
New Year's Eve - New Year's Day	Friday-Saturday	Thursday-Friday
	Saturday-Sunday	Thursday-Friday or Friday-Monday
	Sunday-Monday	Friday-Monday or Monday-Tuesday

Independence Day	Saturday Sunday	Friday Monday
Juneteenth	Saturday Sunday	Friday Monday

Where multiple options exist, the final determination will be communicated as early as possible.

a. A holiday falling during a vacation period shall be added to an employee's vacation but shall not be counted as a vacation day. A holiday occurring while an employee is on leave of absence for sickness or injury shall not count against his sick leave.

b. In order to qualify for pay on any observed holidays, an employee must have worked his/her scheduled workdays immediately preceding and following the holiday unless the Superintendent or designee has approved the absence with pay.

c. The hours paid for a holiday not worked will be counted as a working day in computing overtime.

d. Supporting medical documentation may be required of employees by the Superintendent or designee if the employee calls in sick the day before or the day after a holiday in order for the District to determine whether the illness absence qualifies for holiday pay. Such determination shall be made on a case-by-case basis.

**ARTICLE XI**

**VACATIONS**

After two (2) months of employment, full-time employees shall initially earn one (1) vacation day for each full month of employment beyond their first sixty (60) days of work, leading up to July 1.

For employees hired before July 1, 2026, except as noted in Article XIII - Retirement Program, a cap of fifty (50) vacation days will be placed on the number of days the employee is able to carry forward from June 30 of one fiscal year to July 1 of the next fiscal year. For those employees whose total accumulated vacation days exceed the cap, all days exceeding the cap must be used by July 1 of the next year or they will be lost to the employee. For employees hired on or after July 1, 2026, the vacation day carryover cap from one fiscal year to the next fiscal year is five (5) days.

Partial vacation days less than one half (0.5) may not be used.

On July 1 of each year, full-time employees who remain actively working will be advanced vacation as follows for the current contract year (July 1st - June 30th). Vacation days are prorated for any employee who does not remain employed with District 45 for the entire fiscal year. If an employee retires, resigns, or is terminated during a fiscal year, the employee will be required to pay back the District for vacation days used beyond the prorated amount.

Year	Annual Vacation Received
Third month through the following July 1:	One (1) day per month
One (1) year to three (3) years:	Twelve (12) days
Over three (3) years to eleven (11) years:	Fifteen (15) days
Over eleven (11) years to eighteen (18) years:	Twenty (20) days
Over eighteen (18) years to twenty-five (25) years:	Twenty-one (21) days
Over twenty-five (25) years to thirty (30):	Twenty-two (22) days
Over thirty (30) years	Twenty-three (23) days

Vacations must be requested in advance and approved by the Building Head Custodian, the Building Principal, and the Director of Buildings and Grounds as outlined in the District's Custodial and Maintenance Plan, a handbook that details procedures related to employment. The District's Custodian and Maintenance Plan is given to staff upon hiring or when updates are needed.

Upon resignation and/or retirement, employees with accumulated vacation days may choose to either use the remaining days before the effective resignation/retirement date or take a lump sum payout. Vacation days used immediately prior to retirement will not count towards active work time that results in the provision of additional earned vacation days.

Vacation payout cannot exceed a 6% increase in overall credible earnings from the prior year. Any amount of the payout that exceeds 6% will be paid out 90 days after the last paycheck and will not be counted toward credible earnings for retirement.

## ARTICLE XII

### CHECKOFF

#### Section 1. Checkoff

Upon receipt of a lawfully executed written authorization from an employee, the Board shall, during the term of this Agreement or until such authorization is revoked in accordance with its terms, deduct the regular monthly Association membership dues of such employee from his monthly paychecks, and shall once a month remit such deductions to the official designated by the Association in writing to receive same. The Association shall notify the Board in writing of the exact amount of regular monthly membership dues to be deducted. The authorization provided for by this section shall conform to all applicable federal and state laws. The Association shall refund to the Board or to the employee any dues that may be deducted erroneously; or any monies that may be remitted erroneously to the Association. The Board shall not be required to alter the amount of such deduction more than once in any single fiscal year.

#### Section 2. Indemnification

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments against the Board resulting from any action taken or not taken by the Board pursuant to any written communication from the Association under the provisions of this Article.

**ARTICLE XIII**

**RETIREMENT PROGRAM**

Section 1: Increase in Total Creditable Earnings For Advance Notice of Retirement

For employees who qualify under this retirement incentive plan as set forth below and who provide between twelve (12) and sixty (60) months' advance, irrevocable notice of retirement to the District, the Board shall grant the employee an increase in their total IMRF creditable earnings of an additional one (1) percent per year above the annual increase listed in Article IX.1 for up to four (4) full fiscal years leading up to the effective retirement date. The additional one (1) percent will be added to the annual increase effective July 1 of each fiscal year following such notice. Correspondingly, the cap on the number of vacation days the employee is able to carry forward from June 30 of one fiscal year to July 1 of the next fiscal year as listed in Article XI will be reduced by 10 days each year the employee receives the additional one (1) percent retirement incentive increase.

<b>Employee Retirement Incentive Status</b>	<b>Vacation Day Carryover Cap from Previous Year</b>
Not receiving incentive	Fifty (50) days
First year receiving additional 1% incentive	Forty (40) days
Second year receiving additional 1% incentive	Thirty (30) days
Third year receiving additional 1% incentive	Twenty (20) days
Fourth year receiving additional 1% incentive	Ten (10) days

Section 2: Qualifications and Limitations for Additional Percent Increases

- a. The employee must have completed at least ten (10) years of service to the District in a role covered by this Collective Bargaining Agreement as of their effective retirement date. Years of service may be non-consecutive. Neither accrued leave balances nor any period of a non-FMLA unpaid leave of absence count towards years of service.
- b. The employee must be eligible to retire under the Illinois Municipal Retirement Fund (IMRF) and retire under IMRF upon their effective retirement date.

c. Any employee who commences participation in this retirement benefits plan and who leaves the District before the retirement date stated in the irrevocable notice of retirement, with the exception of the death or total disability of the employee, shall reimburse the District the monetary difference between the annual increases they received under this benefits plan and the annual increases granted to other employees in the respective year(s). Reimbursement is due five (5) calendar days following notice of amount due by the District.

## ARTICLE XIV

### DURATION AND EFFECT OF AGREEMENT

#### Section 1. No Strike

There shall be no strikes or work stoppages during the term of this Agreement.

#### Section 2. Subcontracting

The Board agrees to notify the Association at least sixty (60) calendar days in advance of subcontracting any of the services regularly provided by the employees covered by this Agreement and to promptly negotiate in good faith the impact of such subcontracting, provided in such event the no-strike clause of this Agreement shall be inoperative ten (10) days after commencement of impact bargaining.

#### Section 3. Complete Understanding

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

#### Section 4. Duration

This Agreement shall be effective on July 1, 2026. This Agreement shall continue in effect through 11:59 pm on June 30, 2029.

IN WITNESS WHEREOF, the parties have caused these present to be signed and attested:

This 14th day of April, 2026  
FOR THE DISTRICT 45 EMPLOYEES  
ASSOCIATION IEA-NEA

This 14th day of April, 2026  
FOR THE BOARD OF EDUCATION  
DUPAGE COUNTY SCHOOL DISTRICT NO. 45  
VILLA PARK.ILLINOIS

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

## **EXHIBIT A - PROVISIONS GOVERNING APPLICATION OF COMPENSATION**

1. Annual pay shall be paid on an hourly basis calculated by dividing the salary amount by 2080 hours/year.
2. All newly hired employees shall start at the Entry Step of the pay schedule. Upon completion of six (6) months of a satisfactory probationary period, such employees will receive a salary increase of no less than \$500. Effective July 1 of the subsequent fiscal year, the employee is eligible for the annual contractual raise as listed in Article IX..
3. Any employee promoted to a higher pay category shall receive a salary no lower than the Entry level for the higher pay category position, plus \$500. In no case shall the salary increase be less than \$2,500.
4. If an employee is involuntarily transferred to a lower paying category, the employee will suffer no more than a \$2,000 loss in pay.
5. Employees are paid to date for each pay period. Only overtime or hours worked as submitted in the on-line Time and Attendance System will be paid in arrears.
6. On July 1 of each year, an employee's seniority will be determined. Employees commencing:
  - 6-9 years of service will receive \$250
  - 10 years of service will receive \$750
  - 11-14 years of service will receive \$1,000
  - 15 years of service will receive \$2,000
  - 16-19 years of service will receive \$2,250
  - 20-24 years of service will receive \$3,000
  - 25-29 years of service will receive \$3,250
  - 30-34 years of service will receive \$3,500
  - 35-39 years of service will receive \$3,750
7. At the Superintendent's (or designee's) discretion an employee who substitutes for a head custodian longer than two weeks may be considered to be paid at the head custodian rate during this time.

**EXHIBIT B - POSITION TIERS AND ENTRY LEVEL RATES**

2026-27	Custodian	Elementary Head Custodian	Middle School Head Custodian	Warehouse/ Grounds	Maintenance
Entry	\$43,032	\$49,298	\$49,945	\$55,420	\$60,895

2027-28	Custodian	Elementary Head Custodian	Middle School Head Custodian	Warehouse/ Grounds	Maintenance
Entry	\$43,656	\$50,013	\$50,669	\$56,224	\$61,778

2028-29	Custodian	Elementary Head Custodian	Middle School Head Custodian	Warehouse/ Grounds	Maintenance
Entry	\$44,289	\$50,738	\$51,404	\$57,039	\$62,674