

AGREEMENT BY AND BETWEEN

Bloomington Board of Education

School District 87

Bloomington, Illinois

AND

**BLOOMINGTON EDUCATIONAL SUPPORT PERSONNEL,
IEA-NEA**

Custodial/Maintenance

Bloomington, Illinois

2008 - 2009 THROUGH 2012 - 2013

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**AGREEMENT BY AND BETWEEN
BLOOMINGTON BOARD OF EDUCATION, SCHOOL DISTRICT 87, AND
BLOOMINGTON EDUCATIONAL SUPPORT PERSONNEL, IEA-NEA**

This Agreement is made and entered into by and between the Bloomington Board of Education of School District 87, Bloomington, Illinois (hereinafter referred to as the "Employer"), and the Bloomington Educational Support Personnel, IEA-NEA (hereinafter referred to as the "Union").

ARTICLE 1: RECOGNITION AND DEFINITIONS

1.1 Recognition The Employer recognizes the Union as the exclusive bargaining agent for all regular full-time and regular part-time Employees in the following job classifications: Custodian; Material Handler; Warehouse Clerk; Night Leader, Head Custodian; Maintenance I; and Maintenance II (hereinafter referred to as "Employee"). Except by prior approval of the Union, the maximum number of part-time Employees shall be limited to eight (8) at any one time. Employees in confidential, supervisory, short-term, temporary, and managerial positions are excluded from representation by the bargaining unit.

1.2 Supervisors Employees assigned to the following job classifications are excluded from the bargaining unit as supervisors: Custodian Supervisor and Maintenance Supervisor. Employees assigned to such job classifications may continue to perform bargaining unit work, in addition to their supervisory duties, provided that no bargaining unit Employee is laid off.

1.2.1 The Employer retains the exclusive right to select and hire supervisors from any source. Should the Employer select a bargaining unit Employee for a supervisory position, and should such Employee accept such offer, the Employee's bargaining unit seniority will continue to accrue for thirty (30) days after leaving the bargaining unit. If the Employee continues in the supervisory position beyond thirty (30) days, he shall cease to accumulate bargaining unit seniority.

1.2.2 A supervisory Employee who has been employed in the bargaining unit may utilize his bargaining unit seniority (i.e. time spent in the bargaining unit) to bump back into the bargaining unit should the Employer decide to relieve him of his supervisory duties. In the event such a supervisor is discharged, he shall have no right to return to the bargaining unit. A supervisory Employee who voluntarily returns to the bargaining unit will be credited with the seniority accrued from prior bargaining unit work and will begin accruing seniority from the date of his return; provided, however, such supervisory Employee shall remain in his position for a maximum of sixty (60) days or until a replacement has been obtained. If there is no open position in the bargaining unit, such returning supervisory Employee may use his seniority to bump the bargaining unit Employee with the lowest seniority.

1.3 Definitions When used in this Agreement, the following definitions of terms shall apply:

1.3.1 "School District" or "District" means the Bloomington Public Schools, District 87, Bloomington, Illinois. The term "District" and the term "Employer" are synonymous as used herein.

1.3.2 "Superintendent of Schools" or "Superintendent" means the chief administrative officer of the Bloomington Public Schools, District 87, Bloomington, Illinois.

1.3.3 "Work Location" means school or building.

1.3.4 A "part-time Employee" is an Employee who is normally scheduled to work less than forty (40) hours per workweek.

1.3.5 A "temporary Employee" is an Employee hired to perform work during the summer months, to meet surges in workload which will not result in regular full-time employment, or to fill in when a regular full or part-time Employee is on leave or vacation.

1.3.6 Whenever the singular is used, it shall include the plural. Whenever a masculine term is used, it shall include the feminine.

ARTICLE 2: EMPLOYER--UNION RELATIONS AND RESPONSIBILITIES

2.1 Employer Rights Except as specifically restricted by the express language of this Agreement, the Employer retains the right to manage the School District and direct the working forces in the manner it determines to be in the best interests of the School District. Such right includes, but is not limited to, the right to hire, assign, schedule, promote, demote, transfer, layoff, discipline and discharge Employees; to relieve Employees from duties because of lack of work or other legitimate reasons; to determine the work to be performed by Employees, the size of the work force, and the manner in which work is to be performed; and to establish and enforce reasonable rules and regulations applicable to Employees which are not in conflict with any provision of this Agreement.

2.2 Fair Share Employees identified in paragraph 1.1 shall, on or before thirty (30) days from the date of completion of probation, join the Union or pay a fair share fee to the Union equivalent to the amount of dues required of members of the Union, including local, state and national dues. The Union will provide to the Employer a list of such Employees on October 1, February 1, April 1, and July 1 of each year.

2.2.1 Non-Union Employees under contract as of July 1, 1993, will be held harmless for fair share during their current tenure with the District.

2.2.2 Deductions of dues will be in accordance with the provisions of paragraph 2.3 except where alternate arrangements for payment have been approved by the Union.

2.2.3 In the event that the Employee does not pay his fair share fee directly to the Union by a certain date as established by the Union, the Employer shall deduct the fair share fee from the wages of the non-member. The Union will, four (4) times a year, submit to the Employer a listing of such Employees on the dates in 2.2 above. Deductions will begin on the first paycheck which is at least two (2) weeks after the list is submitted by the Union.

2.2.4 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Section, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

(a) The Employer gives immediate notice of such action in writing to the Union, and permits the Union intervention as a party if it so desires; and

(b) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

(a) It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Section.

2.2.7 The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

2.2.8 The Employer is expressly relived of all dues deduction liability with regard to:

- (a) Insufficient earnings to cover deductions;
- (b) Unpaid dues in areas where the Employer has complied with its deduction responsibilities; and
- (c) The dues of Employees no longer employed by the Employer or Employees on unpaid leaves of absence.

The Employer shall remit said deduction to the Union within ten (10) days following the end of the month.

2.3 Union Dues The Employer, on written authorization by an Employee, agrees to deduct regular dues and initiation fees, if any, from an Employee's earnings each payday. Such check-off authorization card shall specify the amount to be deducted from each paycheck and the effective date of such authorization. The authorization cards, in a form approved in advance by the Employer, shall be furnished by the Union.

2.3.1 The Union shall notify the Employer, in writing, of the name and address of the Union official to whom such deductions shall be transmitted.

2.3.2 The Union and the Employer agree that any authorization for dues deduction shall be voluntary on the part of the Employee and such authorization may be revoked upon written notice to the Employer within fifteen (15) days after the effective date of this Agreement. The Employer shall notify the Union in writing within ten (10) days after receipt of such dues revocation from the Employee. After the fifteen (15) day period, the Employee may not revoke such dues authorization during the term of this Agreement.

2.3.3 The Union shall indemnify and save the Employer harmless against any and all claims, demands, or other forms of liability which may arise out of or come into being by reason on any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

2.4 Discrimination Against Employees The Union and the Employer agree that they will not practice discrimination or discriminate against any Employee because of race, creed, color, national origin, religion, sex, age, marital status, military status or unfavorable discharge, physical or mental disability if otherwise able to perform the essential functions of the job with reasonable accommodation.

2.4.1 Complaints of unlawful discrimination shall be resolved through the appropriate statutory procedure. However, this shall not be construed to create an exception to the application of Article 3 of this Agreement.

2.5 Union Membership and Activity Employees shall have the right to organize, join, and assist the Union, and to participate in professional negotiations with the Employer as provided in this Agreement through representatives of their own choosing; provided, however, nothing herein shall be construed as sanctioning any action which is inconsistent with the terms of this Agreement. Neither the Employer nor the Union will discriminate on the basis of Union membership or nonmembership, lawful Union activity or refusing to engage in such activity, participation in negotiations, or the adjustment of grievances.

2.5.1 The Union and the Employer agree that Union membership is entirely a matter of the Employee's free choice and determination.

2.5.2 Employees shall not solicit membership in the Union or carry on any Union activity during normal working hours as established by this Agreement.

2.6 Use of Employer's Facilities The Employer agrees that the Union may use the Employer's facilities for lawful Union activities involving only Employees covered by this Agreement, provided such use does not interfere with the regular school operation. The use of such facilities shall be subject to all rules, conditions, and policies governing the use of such facilities. When applicable, the Union shall pay the regular charge for the use of such facilities.

2.6.1 Upon approval of an Application and Permit for Use of School Properties, the Union shall have the right to schedule Union meetings and activities on school property in accordance with the conditions specified in paragraph 2.5 of this Agreement.

2.6.2 The Union shall be permitted to post notices of meetings and other pertinent information regarding lawful Union activities on a bulletin board at each work location.

2.6.3 The Union shall be permitted to use the School District delivery service for communications to the Employees within a work location and system-wide; provided, however, political campaign materials so distributed shall be enclosed in separate envelopes. A copy of all materials sent by such delivery service shall be given to the Director of Facilities at the same time such materials are deposited with the delivery service.

2.7 Discipline The Employer understands that it may be desirable for an Employee to be represented by the Union at some meetings scheduled by the Employer.

2.7.1 If the Employer is investigating a matter involving an Employee which may reasonably lead to discipline, representatives of the Employer may discuss the matter with such Employee without a representative of the Union being present. However, it is understood and agreed that a meeting to discuss a pending or potential disciplinary matter will be held prior to issuing any written disciplinary action; and prior to scheduling such meeting, the Employee will be given written notice as to the nature of the meeting and informed of his right to be represented by a Union representative at such meeting.

2.7.2 A copy of any written disciplinary action shall not be placed in the Employee's personnel file without first giving the Employee a copy of the written disciplinary action and the opportunity to place a written response to such disciplinary action in his personnel file.

2.7.3 The parties recognize that the Employer may take immediate action in response to an arrest of an Employee when the arrest involves a matter which could impact the operation of the District. Such actions could include temporary reassignments, leaves of absence with or without pay at the discretion of the Employer, or other similar measures. Such actions are not considered discipline and are not subject to "just cause". However, any discipline imposed upon an Employee as result of an arrest, or events leading up to an arrest, are subject to "just cause".

2.7.4 Disciplinary action will be imposed upon an Employee only for just cause. Any disciplinary action imposed upon an Employee may be processed as a grievance through the regular grievance procedure set forth in Article 4 of this Agreement.

2.8 Review of Personnel File At the mutual convenience of the Employee and the Office of Personnel Services, such Employee shall have access to his personnel file. At the Employee's request a representative of the Union may accompany him in such review. There shall be one personnel file for each Employee which shall contain all records and information except confidential material. The term "confidential material" refers to letters or references for such Employee and any material protected from disclosure pursuant to 820 ILCS 4/1 through 820 ILCS 40/12.

2.9 Outside Contracting Work which can be performed properly, safely, and economically the District's Employees will ordinarily be assigned to such Employees.

2.9.1 The Employer, however, reserves the right to contract for work which it deems necessary or desirable in accordance with sound principles of school administration.

2.9.2 The Employer shall have the absolute right to subcontract work where no bargaining unit Employee who would customarily perform the work is laid off as a direct and proximate result of the decision to subcontract.

2.10 Rules and Regulations The Employer agrees that its rules and regulations covering Employee conduct shall be reasonable, and enforcement of said rules and regulations shall be reasonable and equitable.

2.11 Assault Upon an Employee The Employer and the Union agree that assaults on Employees are a matter of grave concern.

2.11.1 An Employee shall promptly report to his building principal, or other person designated by the Director of Facilities, any alleged case of assault on such Employee while performing his assigned duties.

2.11.2 The Employer shall render reasonable assistance, including legal counsel, to such Employee in connection with any prosecution by the State's Attorney or other public prosecutor of the person who allegedly assaulted such Employee. No deduction from such Employee's wages or leave will be made because of time lost by such Employee at the request of such authorities to assist in any such prosecution. An Employee may at his option have a Union representative present at any meeting held under this paragraph between such Employee and the legal counsel selected by the Employer.

2.12 Surveillance

2.12.1 The purpose of surveillance equipment is to secure the buildings. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct.

2.12.2 Surveillance shall only occur in common areas including, among others, hallways, parking lots, grounds, cafeterias, and gymnasiums. Surveillance equipment will not be utilized to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.

2.12.3 Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving District personnel will be limited to appropriate administrative personnel and police liaison officers. Such review will take place in the office of

one of the parties listed above. If the review of data inadvertently reveals alleged incidents of employee misconduct, the following process will be followed:

- (a) The employee and the Association will be notified if the District intends to investigate the alleged employee misconduct incident. Such notification shall be in writing.
- (b) The Association representative or the Employee's representative may review the data depicting the alleged employee misconduct.
- (c) The employee has the right to be represented in all investigatory meetings regarding alleged misconduct unless the employee declines representation. For further information see Section 2.7 of this Agreement.
- (d) Any discipline that may be imposed against the employee as a result of the misconduct investigation shall be in accordance with the applicable provisions in this Agreement.

2.12.4 Data from surveillance equipment may be stored for up to thirty (30) calendar days unless there is cause to believe that such data would document a criminal or security incident.

2.12.5 At the time surveillance equipment is activated in each school building, all employees at that school shall be informed in writing, of the use of the surveillance equipment. All new employees will be notified in writing, of the use of the surveillance equipment as part of new employee orientation.

ARTICLE 3: STRIKES AND LOCKOUTS

3.1 No Strikes The Union agrees there shall be no strike, withholding of services, slow-down, mass resignations, mass absenteeism, picketing, or other refusal to render full and complete service to the Employer during the term of this Agreement. The Union also agrees that it will not authorize or encourage any interruption of service, including sympathy strikes or similar actions.

3.1.1 In the event of an interruption of service, the officers of the Union will immediately order its members to return to work.

3.1.2 Any Employee participating in any activity prohibited by this Section will be discharged by the Employer. Should the discharge be challenged through the grievance procedure, the only issue for the arbitrator shall be whether the Employee participated in the action. The arbitrator may not issue a lesser penalty.

3.2 No Lockouts The Employer agrees that during the term of this Agreement it will not lock out any Employee covered by this Agreement in connection with any labor dispute with the Union.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Definition A grievance is a claim by the Union or an Employee that the Employer has violated, misinterpreted, or misapplied this Agreement.

4.2 Procedures Grievances shall be processed as rapidly as possible. The number of days indicated at each step shall be considered a maximum and every effort shall be made to expedite the process. All time limits shall consist of normal workdays. A grievance shall be processed as follows:

4.2.1 Step One. An attempt shall be made to resolve any grievance by informal discussion between the Employee and his immediate supervisor. Such discussion shall be held at a time agreeable to the Employee and the supervisor.

4.2.2 Step Two. If the grievance cannot be resolved at step one, the aggrieved Employee may file the grievance in writing with the Director of Facilities. Such grievance shall be filed within ten (10) days after the date of occurrence of the facts upon which the grievance is based. The written grievance shall state the facts involved, the provision(s) of this Agreement which the Employer allegedly has violated, and the relief sought. Within ten (10) days after such written grievance is filed, the aggrieved Employee and Director of Facilities or other administrator who has authority to make a decision on the grievance shall meet to resolve the grievance. Within ten (10) days after such meeting, the Employee and the Union shall receive a written response to the grievance which shall explain the Employer's reason(s) for the decision on the grievance.

4.2.3 Step Three. In the event the grievance has not been satisfactorily resolved at step two, or the step two time limits expire without the issuance of a written reply, the Union may file a written appeal of the grievance with the Superintendent of Schools by giving written notice of such appeal within ten (10) days of the step two answer or the expiration of the time limit for the step two answer. A copy of such appeal also shall be filed with the administrator who prepared the step two answer. Within ten (10) days after such appeal is filed, the aggrieved Employee, a Union representative, and the Superintendent or his designee shall meet to resolve the grievance. Within ten (10) days after such meeting, the Superintendent or his designee shall give the aggrieved Employee and the Union a written answer to the grievance which states the reasons for the decision of the Superintendent or his designee.

4.2.4 Step Four. If the step three answer is not acceptable to the Union or the step three time limits expire without the issuance of a written reply, the Union may appeal the grievance to final and binding arbitration by giving written notice of such appeal within twenty (20) days after receipt of the step three answer or expiration of the time limit for the step three answer. If the Employer and the Union cannot agree upon an arbitrator within seven (7) days after the Union files such appeal, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Either party may reject the first panel of arbitrators by giving the other party written notice of such rejection. Upon receipt of an acceptable panel of arbitrators, the parties shall meet at a mutually agreed time, and each party alternately shall strike one name from the panel until only one name remains, who shall be the arbitrator for the given grievance. The first party to strike a name shall be determined by coin flip. Such arbitration shall be under and in conformance with the "Voluntary Labor Arbitration Rules" of the American Arbitration Association; provided, however, if the parties mutually agree, such arbitration may be conducted under the "Expedited Labor Arbitration Rules" of such Association.

(a) Neither the Employer nor the Union shall be permitted to assert an argument or evidence before the arbitrator which was not previously disclosed to the other party.

(b) The arbitrator shall have no authority to alter, delete, or add to the terms of this Agreement.

(c) Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator shall be divided equally between the parties.

(d) If either party requests a transcript of the proceedings, that party shall bear the full costs of the transcript. If both parties order a transcript, the cost of the two (2) transcripts, or three (3) transcripts if the arbitrator requests a copy, shall be divided equally between the parties.

4.3 Other Provisions The following, when applicable, shall apply in processing a grievance:

4.3.1 If the Union and the Superintendent or his designee mutually agree, lower steps of the grievance procedure may be by-passed and the grievance taken directly to step four of this grievance procedure.

4.3.2 Class grievances involving one or more Employees may be initially filed by the Union at step three.

4.3.3 The Employer acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level, and no Employee shall be required to discuss any grievance if the Union representative is not present.

4.3.4 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

4.3.5 A grievance may be withdrawn at any level without establishing a precedent.

ARTICLE 5: HOURS OF WORK

5.1 Normal Workday The normal workday is eight (8) consecutive hours with the exception of regular breaks and unpaid meal periods. The normal workday for the day shift shall start at times which appropriately coordinate with the start of the school day in each building and the normal workday for the night shift shall start at 3:00 p.m., except where it is necessary for the Director of Facilities to make other arrangements for the best operation of the School District.

5.1.1 Employees on the day shift shall have the option of taking either a one (1) hour or one-half (1/2) hour unpaid meal period on the days school is in session provided the one-half (1/2) hour meal period does not result in over-time. There shall be a one-half (1/2) hour unpaid meal period for Employees on the night shift and for Maintenance Employees. All such meal periods shall be scheduled in a manner which keeps a work force on duty for special projects which require day and night shift Employees working together.

5.1.2 There shall be a one-half (1/2) hour unpaid meal period on all shifts on days when school is not in session, except where it is necessary for the Director of Facilities to make other arrangements for the best operation of the building.

5.1.3 Employees are required to take a meal period within five (5) hours of the start of work when they work a regular eight (8) hour shift.

5.1.4 An Employee can be required to work only a maximum of sixteen (16) hours in a normal workday which must be followed by a minimum of eight (8) hours off the job time, except in the case of an extreme emergency.

5.2 Normal Workweek The normal workweek shall consist of five (5) consecutive normal workdays occurring Monday through Saturday. An Employee's scheduled workweek shall be on a regular basis, except as hereinafter set forth. The workweek shall commence with the start of the day shift on Monday.

5.2.1 Temporary changes in the scheduled workweek may be made by the Director of Facilities when school is not in session and/or when it is necessary to meet the operational needs of the Employer.

5.2.2 The least senior Employee or Employees shall be assigned to work a Tuesday through Saturday workweek, unless a more senior Employee requests such workweek, and provided such Employee or Employees are qualified to perform the work required. For the purpose of applying this paragraph, seniority shall be determined in the applicable job classification at the building or buildings involved.

5.2.3 An Employee may voluntarily agree to accept a split shift workweek consisting of workdays on Monday through Thursday and Saturday. The Employer and the Union agree that it is not the intent of this Section to avoid overtime situations by its implementation.

5.2.4 The Employer shall require all Employees to take off at least twenty-four (24) consecutive hours of rest in each calendar week (Sunday through Saturday) in addition to the regular period of rest allowed at the close of each working day. Individual cases with work required due to a breakdown of machinery or equipment is an allowed exception. Part-time Employees are included in this requirement when exceptional circumstances cause them to work beyond their part-time assignments.

ARTICLE 6: EMPLOYEE BENEFITS

6.1 Paid Holidays Employees covered by this Agreement who have completed the probationary period set forth in Article 7 shall be entitled to twelve (12) paid holidays as follows: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day (first Monday in September), Columbus Day (second Monday in October), Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas day, or days celebrated for the foregoing holidays and two (2) days to be designated by the Employer. Prior to scheduling such two (2) days to be designated by the Employer, the Director of Facilities or his designee will invite the Union to submit its views in writing with respect to the day to be so designated.

6.1.1 Holidays which fall on a calendar Saturday will be observed on the preceding Friday, and holidays which fall on a calendar Sunday will be observed on the following Monday; provided, however, if observance of any such holiday would fall on a day when school is scheduled to be in session, observance of such holiday will be mutually agreed to by the Employer and the Union and scheduled for a day when school is not in session.

6.1.2 If an authorized holiday falls during an Employee's vacation, one (1) additional day's vacation will be allowed providing such Employee is at work the day preceding and the day following vacation, unless absent on either of such days because of sick leave or other leave approved by the Employer

6.1.3 Whenever a paid holiday occurs within the normal forty (40) hour workweek, the paid Holiday shall be considered as hours worked for the purpose of computing overtime.

6.1.4 To be eligible for holiday pay, an Employee must work his last scheduled workday prior to the holiday and his first scheduled workday after the holiday, unless absent on either of such days because of sick leave or other leave approved by the Employer.

6.2 Vacations Regular full-time and part-time Employees covered by this Agreement shall be entitled to vacation with pay in accordance with the provisions of this Section. The number of eligible vacation days shall be computed on July 1 of each year. If an Employee cannot use all of his vacation by June 30th, he may carry over up to five (5) days to be used as additional vacation the following year or transfer up to five (5) vacation days to his accumulated Sick Leave balance, not to exceed the agreed to maximum for accumulated Sick Leave. The Employee must notify the Human Resource Office no later than July 1st if he chooses to transfer up to five (5) vacation days to his accumulated Sick Leave balance. If the Employee does not notify the Human resources office by July 1st, any vacation time up to five (5) days will automatically carry over as vacation time.

6.2.1 Employees who have completed the probationary period specified in Article 7 of this Agreement shall be granted vacation with pay at straight time in accordance with the following schedule:

(a) An Employee with less than twelve (12) months of service on July 1st shall receive one (1) working days earned vacation for each full month of service not to exceed ten (10) days.

(b) An Employee with one (1) full year of service on July 1, but less than eight (8) years, shall receive ten (10) working days earned vacation.

(c) An Employee with eight (8) full years of service on July 1, but less than fifteen (15) years, shall receive fifteen (15) working days earned vacation.

(d) An Employee with fifteen (15) full years of service on July 1, but less than twenty-five (25) years, shall receive (20) working days earned vacation.

(e) An Employee with twenty-five (25) or more full years of service on July 1 shall receive twenty-five (25) working days earned vacation.

6.2.2 Vacations shall be taken between July 1 and June 30 of each school year at a time mutually agreed to by the Director of Facilities and the Employee. Notice of decision will be given within two (2) working days upon receipt of the request. Working days will exclude Saturdays, Sundays, and holidays.

6.2.3 If a regular full-time or part-time Employee who has completed his probationary period resigns prior to his anniversary date, such Employee shall be paid his full days of vacation accrued to the effective date of his resignation; provided, he gives the Employer written notice of his resignation at least two (2) weeks prior to the effective date of such resignation. If an Employee is discharged for just cause, he shall not receive his accrued vacation pay.

6.3 Uniforms The Employer shall furnish uniforms for each regular full-time and part-time Employee who has completed the probationary period set forth in Article 7. Uniforms shall consist of three (3) trousers and three (3) shirts for male Employees and three (3) slacks and three (3) smocks for female Employees. If requested by an Employee, one (1) coverall may be furnished to each Employee having duties that require a coverall for protection of the uniform.

6.3.1 Uniforms shall be worn while on duty and only to and from work.

6.3.2 The Employee shall be responsible for the care and upkeep of the uniforms. The Employee agrees to change to a fresh uniform as often as necessary to maintain a neat and presentable appearance.

6.3.3 The Employer annually shall provide two (2) new two (2) piece uniforms consisting of trousers/slacks and shirt/smock.

6.3.4 A uniform item that becomes damaged beyond repair for a presentable appearance while performing work or work related duties will be replaced by the Employer without cost to the Employee when such piece of uniform is returned to the Employer.

6.3.5 The Maintenance Employees agree to have a weekly uniform rental deducted from their regular pay per the signed "Authorization for Uniform Rental Payroll Deduction" form. The rate will be increased for the Employee at 12-month intervals based upon the Consumer Price Index adjustments made by the uniform company. The Employer has agreed to pay the maximum of \$1.75 per week of this expense. Bloomington Public School emblems are being provided by the Employer. The Employer has also agreed to pay a flat \$2.50 per week (environmental cleaning treatment tax) for all Employees on the rental program. Any missing or obviously abused garments will be paid for by the Employee at the current rate assessed by the company providing the uniforms.

6.4 Jury Service An Employee on jury service during his scheduled working hours shall receive his regular pay, based on his applicable hourly wage rate for a maximum of eight (8) hours per workday, for the time on jury service upon surrendering to the Employer all payments received for such jury service less any mileage, meal allowance, and parking fees. If the jury service is on the Employee's scheduled time off, he shall retain the pay for such jury service.

6.4.1 If the time on jury service is less than the normal workday, the Employee will return to his scheduled work shift.

6.4.2 If time on jury service and the scheduled workday overlap or if payment for jury service is more than the Employee's regular pay for eight (8) hours per workday, necessary adjustments will be made by the Employer.

6.5 Sick Leave Sick leave with full pay shall be granted to an Employee in accordance with the following:

6.5.1 An Employee shall accumulate sick leave at the rate of twelve (12) working days for a twelve (12) month employment period starting July 1 and ending June 30, and such sick leave days shall be available on July 1 of each employment period. An Employee employed after July 1 shall accumulate sick leave at the rate of one (1) day for each remaining full month of the first employment period, and such sick leave days shall be available on the Employee's first scheduled workday. Any unused sick leave days shall be accumulated to a maximum of two hundred and sixty (260) working days.

6.5.2 An Employee may use sick leave for personal illness, injury, quarantine at home, temporary disability, or serious illness or death in the Employee's immediate family or household. Immediate family for the purpose of this Section shall include: father; mother; sister; brother; wife; husband; child or grandchild related by blood, marriage, or adoption; grandfather; grandmother; father-in-law; mother-in-law; brother-in-law; sister-in-law; and legal guardian. Sick leave may also be used for medical and dental appointments for an Employee or a member of his household. An eligible Employee unable to work due to pregnancy may treat such disability as a temporary disability under this paragraph.

6.5.3 Sick leave may be used to attend funerals.

6.5.4 An Employee shall notify his supervisor or other person designated to receive such notice of an absence, stating the nature of the absence, time expected to be away from work, and when he expects to return to work.

6.5.5 If an Employee is on sick leave the day preceding and/or the day following a paid holiday granted under Section 6.1, such Employee shall not be charged sick leave for such paid holiday.

6.5.6 Normally, paid sick leave shall be taken for either one-half (1/2) or all of a normal scheduled workday; however, an Employee may request such leave in time amounts of less than one-half day pursuant to established administrative procedure.

6.5.7 The Employer may require a physician's statement as a basis for verifying an Employee's illness, injury, quarantine at home, or temporary disability after an absence of three (3) consecutive workdays or as it may deem necessary in other cases.

6.5.8 Upon return from sick leave, the Employer may require an Employee to take a physical examination by a doctor appointed and paid by the Employer and/or produce a statement from his doctor to determine whether the job assigned to such Employee is suitable to his physical condition, or whether the Employer or such Employee is, or would be, exposed to an abnormal hazard, or whether the Employee is capable, or in proper physical condition, to return to work.

6.5.9 An Employee eligible to receive paid sick leave, who is injured in the course of his employment with the School District and is entitled to receive benefits under the Illinois Worker's Compensation Act, shall receive full salary for the length of the injury or the maximum accumulated sick leave, whichever is less, upon surrendering to the Employer all compensation provided by Worker's Compensation. An Employee not eligible to receive paid sick leave shall retain all compensation provided by Workmen's Compensation.

6.6 Personal Leave Personal leave with full compensation shall be granted to an Employee in accordance with the following:

6.6.1 An Employee shall be granted personal leave at the rate of two (2) days for a twelve (12) month employment period starting July 1 and ending June 30, and such leave days shall be available on July 1 of each employment period. A new Employee employed after July 1 shall be granted such leave at the rate of one-half (1/2) day for each remaining full quarter of the first employment period, and such leave days shall be available on the first workday after the Employee has completed his probationary period. For the purpose of this Section, quarters of the employment period are: July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30. Such leave shall not be accumulated from year to year; however, on July 1 of each employment period full days and one-half days of such leave not used during the preceding employment period will be added to the Employee's accumulated paid sick leave not to exceed the maximum number of sick days specified in Section 6.5.

6.6.2 An Employee may use personal leave for any reason. Normally, such leave shall be taken for either one-half or all of the normal scheduled workday; however, an Employee may use such leave in time amounts of less than one-half (1/2) day pursuant to established administrative procedures. The Supervisor will supply a written copy of the procedures he/she uses to each employee.

6.6.3 The granting of personal leave shall be subject to the availability of qualified substitute workers to cover such leave and the prior approval of the Director of Facilities. An Employee's request for such leave may be denied on a given workday if ten (10) percent of the bargaining unit Employees at a work location or a maximum of four (4) Employees system wide already have been granted leave on such workday. For the purpose of this paragraph, the number of Employees comprising the ten (10) percent will be determined by rounding to the nearest whole number, with one (1) being the minimum at any work location. Denial of leave will not occur once a leave has been approved by the appropriate supervisor. Notice of the decision will be given within two (2) working days upon receipt of the request. Working days will exclude Saturdays, Sundays, and holidays.

6.6.4 A request for personal leave shall be submitted in advance on a form provided by the Employer, and such request shall state the specific reason for the requested leave. Such form shall be submitted three (3) days in advance of such leave, except in emergency situations. Following approval or disapproval of such request, a copy of the form will be returned to the Employee making the request.

6.6.5 The day immediately preceding or immediately following a legal holiday or school recess approved by the Employer shall not be approved for personal leave, except in an emergency situation, for observance of a religious holiday, or on the special approval of the Superintendent of Schools or his designated representative.

6.7 Fitness Club An Employee may purchase membership in the Fitness Clubs designated by the Employer, the payment therefor to be made through payroll deduction authorized in writing by the Employee on a form supplied by the Employer.

6.8 Tax Sheltered Annuity An Employee may participate in a tax sheltered annuity plan authorized by the Employer, the payment therefor to be made through payroll deduction authorized in writing by the Employee on a form supplied by the Employer.

6.9 HMO and Group Medical Plans The Employer will offer eligible Employees the option of participating in either the Employer's Group Medical Plan (Medical Plan) or a qualified Health Maintenance Organization (HMO Plan) if such continues to be available as a benefit to Employees covered by this Agreement.

6.9.1 The Employer will pay each month an amount equal to the monthly cost for the single rate in the Bloomington Public Schools Group Medical Plan for each full-time Employee's coverage under either plan.

(a) For regular part-time Employees employed to work more than four (4) hours per workday but less than eight (8) hours per workday, the Employer will pay a portion of the monthly rate for the Group Medical Plan coverage toward the monthly cost of either Plan based on the percentage of time employed by the Employer on a regular basis.

(b) Any excess in the monthly rate for the Group Medical or HMO Plan coverage and/or coverage for part-time Employees under either Plan shall be paid by the Employee through payroll deductions.

(c) An Employee shall become eligible for such Medical or HMO coverage as provided in this Section on the first day of the month next following the date they begin active service with the Employer.

6.9.2 An eligible Employee may purchase coverage for his dependents at his expense in the Plan he has chosen for his coverage, the payment therefor to be made through payroll deductions authorized in writing by the Employee on a form supplied by the Employer.

6.9.3 An eligible Employee who resigns his employment with the Employer after performing completely his individual employment contract with the Employer shall continue to have his insurance medical coverage paid by the Employer, to the extent provided herein, through the date of the Employer's final salary payment to the Employee.

6.9.4 An eligible Employee who retires may continue coverage in the Plan he was participating in on the last day of employment by paying to the Employer in advance the full cost of the monthly rate for such medical coverage. Dependent coverage as defined in such Plans will be available at the retiree's option and expense, provided such retiree had dependent coverage prior to retirement.

6.9.5 Should an HMO Plan continue to be available through the Employer, the HMO Plan shall be in accordance with the Employer's practices and procedures with respect to such Plan. The Employer shall have exclusive control of the HMO provider and all responsibilities incidental to the administration of such Plan. Changes in the HMO provider shall be subject to prior good faith bargaining.

6.9.6 Medical benefits shall be in accordance with the terms of the Group Medical Plan documents in effect at the time a claim for coverage is made. Copies of all master policies, documents describing benefit coverage of claim procedures and experience, and other documents generated by the Plan administrator provided to the Employer shall be provided to the Union, and each eligible Employee shall receive a medical benefits summary and identification card on a timely basis.

6.9.7 An ongoing insurance committee consisting of seven (7) members shall be established to monitor the operation of the medical plan and to offer suggested changes in benefit components and/or operating procedures. The Insurance Committee shall be composed of four (4) members chosen by the Association, one (1) member chosen by the Bloomington Educational Support Personnel (if that Union appoints a member), one (1) member chosen by the Bloomington Educational Support Personnel one (1) member representing wage-hour participants, and one (1) member representing administrative Employees who participate in the plan.

(a) The Insurance Committee shall be specifically responsible for:

- (1) employee education regarding health insurance issues;
- (2) suggesting adjustments in existing components of the health plan if any are necessary in the opinion of the insurance committee;
- (3) monitoring investment of Trust monies and suggesting any changes in current trusteeship;
- (4) providing suggestions regarding the use of the Plan Administrator;
- (5) providing suggestions regarding the selection of the PPO provider(s); and
- (6) utilizing current or new data to monitor the Plan's operation.

(b) The Insurance Committee shall meet as necessary, but no less than quarterly during the regular school year to fulfill its responsibilities. Such meetings may be scheduled during the workday and bargaining unit members shall be released to attend. The Committee shall make all suggestions to the Board of Education, BEA, and BESP in writing by majority vote of its participants. The Board of Education, BEA, and BESP shall act and communicate their respective disposition regarding any suggestion from the committee with sixty (60) calendar days of receiving a request to act from the committee. If the Board of Education, BEA, and BESP do not all agree with the Insurance Committee's recommendation, then the status quo shall be maintained.

6.9.8 Group Medical monthly rates for individual, single plus one, and family shall be set by an independent actuary. The report from the actuary shall be provided by March 31st of each year. The new rates shall take effect the following July 1.

6.10 Life Insurance The Employer will pay the full monthly premium cost under the Employer's group life and group accidental death and dismemberment ("AD&D") insurance plan for each regular full-time Employee and each regular part-time Employee who is employed to work more than four (4) hours per workday. The amount of coverage shall be equal to an Employee's annual salary as computed by multiplying the Employee's applicable hourly wage rate as set forth in Appendix A of this Agreement by 2,080 hours for regular full-time Employees or times the number of hours employed per workday times two hundred and sixty (260) days for eligible regular part-time Employees, rounded to the next highest \$1,000 and with a minimum amount of \$10,000.

6.10.1 Optional group life and AD&D insurance in a like amount as provided by the Employer shall be available under the terms and conditions of such plan at the Employee's option and expense. Payment for such optional insurance shall be made through payroll deductions.

6.10.2 The group life and AD&D insurance plan shall be in accordance with the Employer's practices and procedures with respect to such plan. The Employer shall have exclusive control of the method of providing coverage, selection of the carrier, management of accumulated reserves, and all responsibilities incidental to the administration of the life and AD&D insurance plan.

6.11 Union Leave Days Union leave shall be granted to an Employee in accordance with the following:

6.11.1 The Union shall submit to the Director of Facilities a written request for Union Leave at least seven (7) days in advance of the commencement of such leave. Such request shall state the specific reason for the requested leave, name of Employee and the day or days of such leave.

6.11.2 The Director of Facilities shall approve the leave, provided the Employee's absence will not impair the work schedule for such Employee's assigned work area.

6.11.3 There shall not be an aggregate number of Union Leave days in any school year in excess of five (5) workdays.

6.11.4 No more than two (2) Employees may be absent pursuant to this Section on any one workday, and no more than one (1) Employee may be absent from any one (1) school building or work location on any one (1) school day.

6.11.5 The Union shall reimburse the Employer for each such leave day the cost of the Employee's substitute should one be employed.

6.12 General Leave of Absence A general leave of absence without salary may be granted to an Employee who has completed a minimum of two (2) consecutive years of employment with the Employer.

6.12.1 Such leave may be granted for work-related educational training approved in advance by the Director of Facilities.

6.12.2 The leave may be granted for not more than one (1) year, but in exceptional circumstances may be extended one (1) additional year. The request for the leave shall be in writing and shall state the specific reason for desiring the leave of absence.

6.12.3 An Employee returning from a general leave will be offered the first available position for which he is qualified and at a salary normally paid for such position.

6.12.4 All benefits available to an Employee shall be suspended during a general leave of absence; however, such Employee may make arrangements to continue his group health and accident insurance coverage during such leave at his own expense.

6.12.5 Seniority shall not accumulate during a general leave of absence.

6.13 Part-time Employee Benefits Part-time Employees shall be entitled to paid holidays, vacations, sick leave, one (1) day personal leave, and jury service. However, they shall accrue such benefits only in proportion to the number of hours they are scheduled to work as compared to a regular full-time Employee. (For example, a part-time Employee normally scheduled to work twenty (20) hour per week will only receive four (4) hours pay for a paid holiday and will only accrue twenty (20) hours of paid time off for each week of vacation entitlement.) Part-time Employees shall be provided uniforms; HMO, group medical insurance, and life insurance, if applicable; and Fitness Clubs participation, participation in the tax sheltered annuity program, and general leave of absence and union leave as provided elsewhere herein.

6.14 Travel and Expense An Employee required to work at more than one building location during an eight (8) hour shift, and using his own vehicle for transportation between buildings, shall be given a mileage reimbursement at the District approved mileage rate.

ARTICLE 7: WAGES

7.1 Wages Hourly compensation for Employees covered by this Agreement shall be in accordance with Job Classifications in the Appendix.

Custodian 1: Starting rate during the first twelve (12) months of continuous employment as Custodian.

Custodian 2: On the date following completion of first twelve (12) months of continuous employment as a Custodian 1, the Employee will be classified as a Custodian 2 and the hourly rate will be adjusted to Custodian 2. Such hourly rate will remain in effect through completion of twenty-four (24) months of continuous employment.

Custodian 3: On the date following completion of twenty-four (24) months of continuous employment as a Custodian 2, the Employee will be classified as a Custodian 3 and the hourly rate will be adjusted to Custodian 3.

Completion of ten (10) education units as defined and approved by the Employer will result in an increase in the regular hourly rate of the Employee as set forth in the Appendix.

7.1.1 For the purpose of determining continuous employment in the job classification under this Section, an Employee must work ninety percent (90%) of the scheduled workdays at each classification to move to the next classification. In making this computation, paid holidays, paid vacation, paid sick leave, Family Medical Leave, and paid personal leave will be included as workdays.

7.1.2 A new Employee shall be on probation for the first three (3) months of employment. Such Employee's work progress, dependability, and aptitude will be evaluated at the end of such probationary period to determine whether the Employer desires the Employee as a regular Employee. An Employee discharged during his probationary period shall not have recourse through the grievance procedure.

7.2 Education Units Completion of education units as defined and approved by the Employer will result in an increase in the regular hourly rate of the Employee as set forth in Appendix A.

7.2.1 Completion of a City of Bloomington premise only (District 87) license in an approved maintenance area will qualify as the equivalent of thirty (30) education units.

7.2.2 Completion of a State of Illinois license or City of Bloomington Contractor License in an approved trade will qualify as the equivalent of forty (40) education units.

7.2.3 Adjustment in hourly rates due to completion of education units will be effective on the first full pay period following completion of the education units specified above or awarding of the license specified in 7.2.1 and 7.2.2.

7.3 Night Shift Premium A work shift starting at 3:00 p.m. or after shall be considered a night shift. An Employee working on the night shift shall receive a night shift premium of forty (\$.40) cents per hour, except for hours for which the Employee is paid on an overtime basis. Beginning July 1, 2010, an Employee working on the night shift shall receive a night shift premium of forty-five (\$.45) cents per hour, except for hours for which the Employee is paid on an overtime basis. Beginning July 1, 2012, an Employee working on the night shift shall receive a night shift premium of fifty (\$.50) cents per hour, except for hours for which the Employee is paid on an overtime basis. If a night shift Employee works a day shift rather than his normal night shift during a school vacation period during the regular school year or at the direction of the Employer, he nevertheless shall receive his night shift premium for his straight time hours worked during such period.

7.4 Asbestos Removal Premium A work shift involving asbestos removal assigned to Employees with an Asbestos Removal license will result in a premium of \$3.00 for each hour worked in this assignment.

7.5 Substitute Head Custodian/Night Leader/Warehouse Clerk/Material Handler When a Head Custodian/Night Leader/Warehouse Clerk/Material Handler is absent and the Director of Facilities assigns an Employee to serve as a substitute Head Custodian/Night Leader/Warehouse Clerk/Material Handler, such Employee shall receive fifty (\$.50) cents per hour in addition to his regular and overtime pay. The additional fifty (\$.50) cents per hour starts at the time the Employee begins the assignment until the end of the normal Head Custodian/Night Leader/Warehouse Clerk/Material Handler shift. Normally, a substitute Head Custodian/Night Leader/Warehouse Clerk/Material Handler will not be assigned for less than eight (8) hours per normal scheduled workday. In no case shall the pay of the substitute Head Custodian/Night Leader/Warehouse Clerk/Material Handler exceed the pay of the regular Head Custodian/Night Leader/Warehouse Clerk/Material Handler.

7.6 Overtime Time and one-half (1 1/2) the Employee's regular hourly rate shall be paid for all hours worked in excess of eight (8) hours per normal workday or on an Employee's sixth consecutive day worked in a normal workweek. However, a change in an Employee's work schedule pursuant to Section 5.2.1 will not result in daily overtime liability for the Employer.

7.6.1 If an Employee is required to work on a Holiday granted under Section 6.1 of this Agreement, such Employee shall be paid at the rate of time and one-half (1 1/2) for all hours so worked, except for work performed on Christmas Day and New Years Day (December 25 and January 1), when such Employee shall be paid at double time. Such compensation for work performed on a Holiday shall be in addition to the Holiday pay granted under Section 6.1. If an Employee's work shift commences on the day prior to a Holiday, this paragraph shall not apply to such hours worked on the Holiday. If the Holiday (except Christmas and New Years) falls on a Saturday or Sunday and is observed by the Employer on a Friday or a Monday, the observed Holiday under 6.1 receives the bonus rate. The Saturday and Sunday work would be paid at one and one-half (1 1/2) times the regular rate (overtime rate 7.4).

7.6.2 Payment of overtime or premium rates shall not be duplicated for the same hours worked, but the higher of the applicable rates shall apply.

7.6.3 Hours compensated for at overtime or premium rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision of this Agreement or under applicable law.

7.6.4 Overtime shall be distributed as equally as practicable among the Employees in the same classification in the same building qualified to perform the particular overtime work required. Should the Union or an Employee challenge successfully the Employer's distribution of overtime, the remedy shall be to equalize the overtime imbalance.

7.6.5 Each Employee shall work overtime as assigned by the Employer unless he has good and sufficient reason for not working such overtime.

7.7 Call Backs An Employee called back to work after completing his scheduled work shift and leaving the building shall receive at least two (2) hours pay at the applicable hourly rate. The foregoing shall not apply to hours worked immediately preceding or following the Employee's scheduled workday.

7.8 Paydays Regular paydays shall be biweekly with paychecks available on alternate Fridays. If a regular payday falls on a holiday, Employees shall receive paychecks on the last day of work preceding the regular payday.

7.8.1 An Employee employed after July 1, 1976, shall receive pay for time worked in one biweekly pay period at the end of the following biweekly pay period which results in a lag of one pay period in receiving pay for time worked.

7.8.2 A schedule of paydays and dates for submission of overtime and premium pay shall be prepared and distributed to each Employee.

7.8.3 Overtime and premium pay shall be paid on each payday for the pay period ending ten (10) workdays prior to the payday. Such overtime and premium pay shall be submitted on the date designated for each pay period. Overtime and premium pay not submitted on the date designated for a pay period shall be paid on the payday following the pay period in which the overtime and premium pay is submitted.

7.9 Voluntary Attendance at a Workshop or Meeting An Employee who voluntarily agrees to attend a workshop or meeting approved by the Employer shall receive compensation at his regular hourly wage rate for the actual time spent at the meeting, not to exceed eight (8) hours per day.

7.9.1 Travel time which may be authorized by the Employer on a non-workday immediately prior to or immediately following a workshop or meeting being held on a normal workday shall receive compensation at straight time or time off at straight time, not to exceed eight (8) hours for any such non-workday.

7.9.2 It is agreed and understood that under the provisions of this Section overtime shall not be paid for any hours in excess of eight (8) hours per day or forty (40) hours per normal workweek so long as said hours are volunteered by the Employee for use in attending a workshop or meeting authorized by this Section.

ARTICLE 8: SENIORITY, VACANCIES, LAYOFFS, AND TRANSFERS

8.1 Seniority The Employer and the bargaining unit shall define "Seniority" as the period of continuous employment since last hired. A seniority list will be provided to the Union. An Employee claiming an error in the calculation of his seniority must file a grievance within ten (10) days of the receipt by the Union posting of such notice.

8.2 Vacancies and New Positions When a vacancy or new position is to be filled in the following job classifications: Custodian, Warehouse Clerk, Material Handler, Head Custodian, Night Leader, Maintenance I, and Maintenance II, a notice shall be posted in each school or work location whereby Employees desiring to fill such vacancy or new position may make application to the Director of Facilities later than the closing date for receipt of such application designated on such notice, which date shall not be less than five (5) working days after the date of posting. An applicant who applies for such vacancy or new position shall be given an opportunity for an interview.

8.2.1 In selecting the successful applicant, the employer will consider (a) dependability, (b) aptitude, and (c) physical fitness. If among the qualified applicants, these factors are relatively equal, the position will be awarded to the applicant with the highest seniority.

8.2.2 If no written applications are received for the vacancy or new position, or if no Employee applying has the qualifications listed in paragraph 8.2.1, then an Employee who has not made application may be asked to apply for the vacancy or new position, an Employee may be assigned to the vacancy or new position, or a person may be employed to fill the vacancy or new position. The Employer may fill a vacancy with a temporary transfer pending selection of a permanent Employee.

8.2.3 An Employee promoted to a higher rated position shall be on probation for his first six (6) months in such position. His performance in the higher rated position will be evaluated during such probationary period to determine whether he shall continue in the higher rated position. If such Employee's performance is not satisfactory, he shall be returned to his former position or an equivalent position without loss of seniority.

8.3 Job Changes An Employee assigned to a lower rated classification by the Employer because such Employee's former position was eliminated by the Employer shall continue to receive the hourly rate of such former position until the Employer assigns such Employee to a job classification rated at an hourly rate the same or higher than the hourly rate of the Employee's former position. If the Employee refused to accept the higher rated job classification assigned to him by the Employer, such Employee shall receive the hourly rate for the lower classification to which he was assigned. An Employee assigned to a lower rated classification by the Employer because the Employee's former position was eliminated by the Employer who continues to receive the hourly rate of such former position shall receive no further increase in such hourly rate until the hourly rate for the classification in which he is actually working exceeds the hourly rate of his former position. However, such Employee shall continue to receive all other applicable fringe benefits. Except as described above, a transfer shall not cross job classifications.

8.4 Layoff In the event of layoff, the Employee with the lowest seniority shall be laid off first, providing the remaining Employees are qualified to perform the available work.

8.4.1 Employees shall be recalled from layoff in the reverse order of layoff, provided the Employee to be recalled is qualified to perform the available work.

8.4.2 An Employee's right to be recalled shall terminate (a) after he has been laid off for a period equal to his length of service with the Employer at the time of layoff or one (1) year, whichever is less, or (b) if he fails to return to work within two (2) weeks after written notice of recall is sent by certified mail, return receipt requested, to the Employee's last known address on file with the Employer.

8.5 Request for Transfer Any Employee interested in transferring to a different position enumerated in Section 1.1 of this Agreement or in transferring to a different work location or work shift may file a written request for such transfer with the Personnel Office. Any such request shall be valid for six (6) months of the date thereof, at which time a new request may be filed. Such request shall be given consideration by the Employer when a permanent vacancy of the type specified on the request develops.

ARTICLE 9: LIMITATION OF AGREEMENT

9.1 Conformity to Law No provision or clause of this Agreement may supersede State or Federal law. In the event that any provision of this Agreement or application of any such provision is or shall at any time be held by a court of final and competent jurisdiction to be contrary to law, such provisions, or such provision to the extent of such illegal application, as the case may be, shall be deemed to have been deleted from this Agreement and all other provisions or applications of this Agreement shall continue in effect.

9.2 Complete Agreement The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto and conclude collective bargaining for the term hereof except as specifically provided in this Agreement. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion during the term hereof only through the voluntary mutual consent of the parties in a written amendment executed in accordance with the provisions of this Agreement.

ARTICLE 10: TERMINATION AND NEGOTIATION PROCEDURES

10.1 Contract Period Following ratification by the Union and approval by the Employer, this Agreement shall become effective July 1, 2008, except as otherwise provided herein, and shall remain in effect through June 30, 2013.

10.2 Modification This Agreement shall remain in effect from year to year after June 30, 2013, or June 30 of any succeeding year, unless either party notifies the other in writing by certified mail that it desires to terminate this Agreement at least one hundred and twenty (120) days prior to June 30, 2013 or June 30 of any succeeding year.

10.2.1 Negotiations between the Employer and the Union shall begin as soon as practicable following notification of one party to the other as specified in paragraph 10.2. Meetings shall be held as necessary at times and places agreed to by both parties.

10.2.2 The Agreement reached through negotiations specified in Section 10.2 must be ratified by the Union members covered by this Agreement and approved by the Employer prior to the effective date of changes agreed upon during negotiations.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on August 27, 2008.

**BLOOMINGTON EDUCATIONAL SUPPORT
PERSONNEL, IEA-NEA**

BLOOMINGTON BOARD OF EDUCATION

/s/Don Kirk
/s/Ben A. Matthews

/s/Cheryl D. Jackson
/s/Brad Johnson

/s/Scott Peifer

/s/Rich Stempinski

/s/Matt Mc Gowan

/s/Colin Manahan

/s/Tom D. Givens

/s/Barry M. Reilly

/s/Bob Kirk

/s/Jay Smithson

/s/Sherrilyn Cannon

APPENDIX

| | Hourly Rates July 1, 2008 | Hourly Rates July 1, 2009 | Hourly Rates July 1, 2010 | Hourly Rates July 1, 2011 | Hourly Rates July 1, 2012 |
|----------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Custodian 1 | \$13.82 | \$14.30 | \$14.84 | \$15.43 | \$16.05 |
| Custodian 2 | 16.30 | 16.87 | 17.50 | 18.20 | 18.93 |
| Custodian 3 | 18.28 | 18.92 | 19.63 | 20.41 | 21.23 |
| Warehouse | 18.99 | 19.66 | 20.39 | 21.21 | 22.06 |
| Head Custodian | 20.66 | 21.38 | 22.18 | 23.07 | 23.99 |
| Maintenance | 22.45 | 23.23 | 24.11 | 25.07 | 26.07 |
| Maintenance II | 25.45 | 26.34 | 27.33 | 28.42 | 29.56 |

Added Hourly Rate Upon Completion of Education Units

| Number of Units | 2008-09 | 2009-2010 | 2010-2011 | 2011-2012 | 2012-2013 |
|-----------------|---------|-----------|-----------|-----------|-----------|
| Ten (10) | \$.30 | \$.30 | \$.30 | \$.30 | \$.30 |
| Twenty (20) | .60 | .60 | .60 | .60 | .60 |
| Thirty (30) | .90 | .90 | .90 | .90 | .90 |
| Forty (40) | 1.20 | 1.20 | 1.20 | 1.20 | 1.20 |
| Fifty (50) | 1.50 | 1.50 | 1.50 | 1.50 | 1.50 |