

# **NUMA**

**2014-2018**



**AGREEMENT BETWEEN  
THE  
BOARD OF EDUCATION  
OF  
NAPERVILLE COMMUNITY UNIT  
SCHOOL DISTRICT 203  
&  
NAPERVILLE UNIT MAINTENANCE ASSOCIATION  
IEA-NEA**



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## **ARTICLE I—RECOGNITION**

The Board of Education of Naperville Community Unit School District 203, DuPage and Will Counties, Naperville, Illinois, here and thereafter referred to as the "Board" recognizes the Naperville Unit Maintenance Association, Inc., affiliate of the National Education Association (NEA) and the Illinois Education Association (IEA), here and thereafter referred to as the "Association," as the sole and exclusive negotiating agent for all full-time regularly-employed custodians, K-8 head custodians, grounds keepers and maintenance employees.

## **ARTICLE II: BOARD RIGHTS**

- A.** The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of Naperville Community Unit School District 203 conferred upon and invested in it by the Statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for and the right to:
1. Maintain executive management and administrative control of the District and its properties and facilities and the work of its employees as related to the conduct of District affairs.
  2. Hire, dismiss, demote, promote, evaluate, and transfer all employees.
  3. Establish the needs of the District and the most effective manner of meeting those needs.
  4. Determine the responsibilities and assignments of those in the bargaining unit.
- B.** The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by specific and express terms of this Agreement. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois School Code.

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## **ARTICLE III: EMPLOYEE AND ASSOCIATION RIGHTS**

### **A. Personnel File**

Each employee shall receive a copy of any material related to discipline which is placed in his/her personnel file. Each employee shall have the right, upon reasonable advance request, to review the contents of his/her personnel file, provided that such reviews shall occur during office hours and shall be in the presence of a District administrator. Excluded from this review shall be confidential data and references furnished by other employers. Nothing shall be permanently removed without consent of the Board. An employee may file a written response or explanation of any material in his/her personnel file.

### **B. Dues Deduction**

Upon receipt of a lawfully executed dues deduction authorization form, the Board shall deduct Association dues and remit same within fifteen (15) calendar days to the Association President. The Association dues may be deducted over the first twenty-six (26) payment periods in any single membership year (September 1 to August 31), provided that such deductions shall commence no later than thirty (30) calendar days after receipt of the authorization form, and further provided the deductions for any individual employed shall not be altered as to amount during any single school year, except to terminate such deduction.

### **C. Use of Buildings**

The Association may use school buildings for normal operational meetings of the Association in accordance with regular Board policy for building usage. The Association shall promptly reimburse the Board for any expenses incurred therewith and for any damages that may arise therefrom.

Nothing herein shall allow access to any building by any employee, without having followed the regular Board policy for building usage or as a part of assigned duties.

### **D. Non-Discrimination**

Both parties agree that they shall not discriminate on any basis that is currently protected by applicable law.

### **E. Notification of Board Meetings**

The Association President shall be added to the District mailing list for Board of Education meeting agendas and Board Briefs and shall, thereby, receive those documents in accordance with the procedures established for other interested parties.

### **F. Use of Equipment**

The Association shall be permitted to use District computers, software, and printers when there is an absence of any other need to use such equipment for regular District operation or educational programs. Such equipment shall be used only at times of normal public access to the building where the equipment is located. No employee shall enter any building for such use without the express knowledge of the administrator in charge of that building, nor shall the employee use such equipment during his/her paid hours of work. The Association shall promptly reimburse the Board for any paper or supplies used or for any damage caused by such usage.

### **G. District Inter-school Mail and Bulletin Boards**

The Association shall be permitted to use the District Inter-school mail and bulletin boards located in employee lounges and work areas, provided that:

1. All Association materials shall be so identified.
2. The Association shall reimburse the Board for any expenses incurred therefrom.

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3. Materials so used shall not be related to any political candidacy, nor to the defamation of any Board member, District employee, or Board agent.
  4. The use of the bulletin board shall not inhibit the school program.
  5. Established District and Building procedures shall be followed in designation of employees permitted access to mailboxes.
  6. The Association agrees to reimburse the Board for affixation of postage that may be required by the United States Postal Service or a court of competent jurisdiction.

#### **H. Pertinent Information**

The Board shall furnish to the Association names, dates of hire, and school building assignments of personnel within the bargaining unit. Such information about new employees shall be furnished to the Association within ten (10) days of hire.

#### **I. Association Released Time**

The Board shall allow the Association President or his/her designee 40 days released time from duties during the school year for the purpose of conducting business of the Association. Such released time shall be granted upon fifteen (15) days written notice from the President, or with lesser notice at the Board's discretion, if there is an emergency need to designate an alternate member to attend a meeting. The Board may deny an untimely request, and any denial or approval of an untimely request is without precedent as to any other such request. Such released time must be taken in increments of no less than one-half (1/2) day. The Association shall promptly reimburse the Board at a rate of sixty (60) percent of the President's or designee's salary or the current substitute rate, whichever is greater, if a substitute is employed.

#### **J. Association/Board Meetings**

The Association and the Board recognize the importance of communications in maintaining good relationships. The Association President and the Chief Human Resource Officer agree to meet from time to time to discuss items of mutual interest. When appropriate, others from the Association and/or the Board may be included in such meetings.

If a bargaining unit member has an issue relating to the area s/he is assigned, s/he shall first discuss the matter with the Head Custodian and attempt to resolve the issue. If the matter is not resolved, s/he may then request a review of the situation by the Director of Buildings and Grounds or his/her designee. If, after the review of the situation, the Director of Buildings and Grounds or his/her designee agrees with the concerns of the bargaining unit member, he/she shall work with the employee and the immediate supervisor to create a mutually agreeable solution.

#### **K. Maintenance of Membership**

Each employee who was employed as a member or fair share fee payer as of 1:00 p.m. on October 17, 1993, and all employees hired thereafter shall, except as provided in the third paragraph below, as a condition of his or her employment, on or before (120) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a fair share fee to the Association in accordance with the established procedures of the Association, a copy of which shall be furnished to the Board and be available in each attendance center. In the event an employee serves a six (6) month probationary period, on or before 180 days from the commencement of duties, he/she shall join the Association or pay a fair share fee to the Association.

In the event that the employee does not pay the fair share fee directly to the Association by the date specified above, the Board shall deduct the fair share fee from his/her wages on the same schedule as regular dues are deducted. The Association shall certify the amount of the fair share fee to the Board in writing by the first day of June annually. Such fees shall be paid to the Association by the Board in installments, on the same schedule as payroll deductions of Association dues.



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Employees who were employed as members of the bargaining unit as of June 1, 1988, and who were not then members of the Association are specifically exempt from the provisions of this section unless and until they subsequently voluntarily become members of the Association. However, any employee who held membership in the Association as of June 1, 1988, and who subsequently voluntarily resigns membership in the Association is subject to the provisions of this section.

The Association agrees to defend, indemnify, and hold the Board harmless against any claim, demand, suit, or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit, or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

**L. Job Security**

The Board shall not subcontract services performed by NUMA employees for the term of this agreement.

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## ARTICLE IV: GRIEVANCE PROCEDURE

### A. Purpose

The purpose of this procedure is to clarify channels of communication under provisions of the contract and to resolve any differences with respect to the interpretation of such provisions. The Board and the Association agree to mutually exchange relevant, appropriate information necessary for the processing of grievances.

### B. Definitions

1. *Grievance* — Any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of this Agreement.
2. *Days* — Those days on which the District Administrative Center is scheduled to be open.

### C. Procedures

**Step 1** — A good faith attempt shall be made to resolve any grievance in an informal discussion between the grievant and the appropriate supervisor. Although nothing herein shall prevent an employee from having Association representation throughout any step of the grievance procedure, the Association and the Board strongly encourage employees and their supervisors to resolve problems in an informal atmosphere, without third party intervention, using this open dialogue and good faith before disputes become formal grievances.

**Step 2** — If the grievance cannot be resolved informally, the grievant or the Association may file the grievance in writing with the Director of Buildings and Grounds, or other appropriate supervisor. The written grievance should state the nature of the grievance, the specific clause or clauses of the Agreement violated, and the remedy requested. Filing of the written grievance must be done within fifteen (15) days, or as otherwise mutually agreed between the Board and the Association, from the date of the occurrence of the event giving rise to the grievance or when the grievant could reasonably have had knowledge thereof. The supervisor shall within ten (10) days of receipt of the grievance schedule a meeting to resolve the grievance. He/she shall issue the grievant and the Association President a written response within seven (7) days of that meeting.

**Step 3** — In the event a grievance has not been satisfactorily resolved at Step 2, the grievant or the Association shall file, within seven (7) days of the written answer to Step 2, or, if no answer is received within the time specified in Step 2, within seven (7) days of the date when the answer was due, a copy of the grievance with the Superintendent or his/her designee. Within ten (10) days after such written grievance is filed, a meeting shall be scheduled with the aggrieved, a representative of the Association, the supervisor, and the Superintendent or his/her designee. The Superintendent or his/her designee shall file an answer with the grievant, the supervisor, and the Association President within seven (7) days of that meeting.

**Step 4** — If the grievance is not resolved, the Association may refer the grievance to arbitration by giving written notice to the Superintendent or his/her designee within ten (10) days of the receipt of the Step 3 answer or, if no answer is received within the time specified in Step 3, within ten (10) days of the date when the answer was due, or extend the time lines upon mutual agreement of the parties. The arbitrator shall be selected from a panel(s) to be secured from the American Arbitration Association, which shall act as administrator of the proceedings. The parties may, by mutual agreement, submit more than one grievance to the same arbitrator. The arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The fees and the expenses of the arbitrator shall be divided equally between the Board and the Association, provided that each party shall be responsible for compensating its own representatives or witnesses. If one party requests a written transcript, that party shall pay the entire cost for the transcript. If both parties request a transcript, the cost shall be divided equally between the Board and the Association.

### D. Witnesses

If the processing of a grievance necessitates the use of employee witnesses at any step meeting or arbitration hearing, such employee witnesses shall be released from employment duties without loss of pay.

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## **ARTICLE V: ASSIGNMENTS**

### **A. Posting of Positions**

The Superintendent or his/her designee shall assign and transfer all personnel. The posting requirement described herein shall not apply to, in-building transfers, and voluntary exchanges of positions. A vacancy which exists after completion of in-building transfer(s) will be posted on the District web site and a copy of the notice shall be sent to the Association President. Notice of the positions covered by this Agreement shall include the title, the location, the starting date, and the anticipated hours for the position. In the event it becomes necessary to delay the posting of a vacant or created position, the Association President shall be notified and given reasons for the delay. Applications will be accepted from personnel who feel they are qualified. Posted positions will be held open for a minimum of five (5) days. If requested, an employee shall be granted a meeting with the appropriate supervisor to discuss the reasons for denial of a requested transfer, requested assignment or requested interview. Unsuccessful applicants shall be notified when a position is filled.

In-building transfers and voluntary exchange of positions do not apply to Head Custodians, Maintenance and Grounds Keepers positions. These positions will be posted in accordance with the posting requirements described herein.

### **B. Involuntary Transfer**

The parties agree that involuntary transfers or reassignments of employees shall not be used for discipline without just cause.

### **C. Compensation/Temporary Duties Assigned**

If a custodian is required to fill a temporarily vacant position in a higher pay grade for a period of ten (10) consecutive days or longer, the custodian shall be paid at the higher pay grade for all of the consecutive days of such assignment.

## **ARTICLE VI: NEGOTIATION PROCEDURE**

### **A. Parties' Representatives**

The Board and the Association agree that their duly designated representatives shall negotiate in good faith regarding wages, hours, terms, and conditions of employment.

### **B. Starting Date**

Negotiations shall commence by April 1 of the calendar year in which this Agreement terminates, unless the parties shall otherwise mutually agree.

### **C. Exchange of Information**

The Board and the Association will each supply non-confidential information which is relevant and necessary for negotiations. Each party agrees to pay the cost of duplicating any such information when extra copies are not available. Neither party shall be required to collect or collate any data or information, nor to furnish any requested information more than once.

### **D. Agreement**

When the parties have reached a tentative agreement, the matters agreed upon will be reduced to writing and presented to the membership of the Association and the Board. When ratified by those separate memberships, the matters agreed upon will be incorporated into a revised edition of the Agreement. The Board and the Association shall share equally the cost of the first 450 copies of the Agreement. Each employee covered by the Agreement will receive one copy, the Board will receive fifty (50) copies, and the unused balance will be divided equally between the Association and the Board. There shall be one signed copy for each party.

### **E. Mediation**

If agreement on contract terms is not reached, mediation may occur in accordance with any applicable provisions of the Illinois Educational Labor Relations Act.

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## **F. Labor Management Meetings**

The parties agree that representatives of the Association and representative(s) of Administration shall meet when both parties agree to do so in order to discuss matters of mutual concern. It is expressly understood that such meetings do not constitute collective bargaining.

## **ARTICLE VII: COMPENSATION AND BENEFITS**

### **A. Compensation**

The Compensation schedule for the term of this Agreement is attached as Appendix A. No later than December 1, 2002, all employees shall have their compensation directly deposited into the account and institution of their choosing. Information regarding direct deposit procedures will be provided to any employee, as needed.

### **B. Reimbursement for Mileage**

Employees required by the District to use their own automobiles to conduct their duties shall be reimbursed for that usage at the current rate authorized by the Internal Revenue Service.

### **C. Overtime**

Time and one-half will be paid for hours over 40 hours paid in a week. Double time shall be paid for Sundays, unless the Sunday work is part of the employee's regularly scheduled 40 hour work week, and on legal school holidays, if worked. Scheduled non-emergency overtime shall be offered to all employees within a school building on a rotating basis by seniority, except in areas requiring special expertise as determined at each building. In the event an employee chooses not to work overtime, s/he will move to the bottom of the rotation.

When another building's employees are needed to staff overtime in a building, overtime will be offered to all interested employees on a rotating basis by seniority. A list of the employees who have completed the Monthly District-wide Overtime Form will be compiled monthly and kept by the District. A compiled-list with the overtime applicants will be provided to the Association President monthly.

Overtime shall be offered to bargaining unit members before offering it to non-bargaining unit members. Those employees who performed security and/or related duties at the high schools on an overtime basis prior to 1991-92, shall continue to perform said duties on the same basis as in 1990-91. Employees assigned to more than one school shall be included on each school's overtime list, in accordance with the percentage of time assigned to each school. The administration of the overtime schedule shall be the responsibility of the administration.

Where possible, a two week schedule of events will be posted, with the second week's events listed on a projected basis. When the first week's events are completed, the second week moves up and a new second week of projected events is posted.

### **D. Vacations for 52 Week Employees**

1. In determining the vacation schedule for employees in a particular building, the employee having the greatest seniority as defined in Article X, Section A shall have the first choice of vacation during the open request period. Open request for vacation shall occur each year between April 1 and April 30. During this period, employees may request vacation during the following fiscal year (July 1 – June 30).

The immediate supervisor shall notify the employee of the disposition of his/her request no later than June 1.

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Employees may apply for vacation at any time during the year; however, approval or denial of such vacation shall rest with the administration and shall not be precedential. The immediate supervisor shall notify the employee of the disposition of his/her request no later than five (5) working days after receipt of the request.

2. Requests for vacation made outside the open request period shall be submitted to the designated supervisor at least ten (10) working days prior to the requested vacation period, provided that unusual situations may allow the administration to grant vacation time without the specified notice.

In the event two or more employees request the same vacation period on the same day, the employee with the greatest seniority shall receive first consideration. However, once a vacation request has been approved, it cannot be reversed, even if an employee with higher seniority later requests vacation leave for the same days.

3. Vacation days may be used as they are earned. No employee may accumulate more than 18 months of vacation days. For those employees who have accumulated more than 18 months of vacation days as of June 30, 2014, they will continue to accumulate vacation days during this period, but they must use the accumulated vacation days in excess of 18 months of days prior to June 30, 2016 or they will lose them.

#### **E. Vacation Allotment for 52 Week Employees**

A holiday falling within the vacation period, whether selected or assigned, is not counted as part of the vacation, and that day will not be counted against the total vacation days allotted the employee. The following number of days of vacation shall be earned on a monthly basis. For example, in years 1 and 2, vacation will be earned at the rate of .833 days per month. Vacation days will be available for use as per VII.D after they are earned.

<u>Years Completed</u>	<u>Number of Days</u>
1	10, earned at the rate of .833 days per month
2	10, earned at the rate of .833 days per month
3	11, earned at the rate of .9166 days per month
4	12, earned at the rate of 1.0 days per month
5	13, earned at the rate of 1.083 days per month
6	14, earned at the rate of 1.166 days per month
7	15, earned at the rate of 1.25 days per month
8	16, earned at the rate of 1.33 days per month
9	17, earned at the rate of 1.4166 days per month
10	18, earned at the rate of 1.5 days per month
11	19, earned at the rate of 1.5833 days per month
12	20, earned at the rate of 1.66 days per month

#### **F. Retirement Benefits**

The Board recognizes the important role of long term services to the District. Upon his/her reaching age sixty-five, or retirement, whichever comes first, the Board of Education shall award a retirement stipend to the employee with fifteen (15) or more years of continuous regularly scheduled service at five (5) hours or more per day in the District. The stipend shall be in the amount of \$400, payable with the last check of the year the employee reaches age 65 or retires from the District. Any employee who retires from the District with more than fifteen (15) years of service will receive an added \$40 for each additional year of service until a maximum of \$600 has been reached.

Retired employees who participate in the District group health insurance coverage for the previous eight (8) years may purchase dental insurance coverage for five (5) years at premium rates in effect during the five year period.

#### **G. Personal Property Damage**

The District will pay for glasses broken or damaged while an employee is on the job, so long as the damage or loss is not attributable to the employee's negligence. (Damage shall be interpreted as to include the droppage of glasses into any place where the location is known but from which the glasses cannot be retrieved.) Notification of damage or breakage must be made to the District Business Office by the employee's supervisor, prior to the employee securing the necessary repairs. The District reserves the right to select the institution that makes the repair.

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## H. Insurance for Employees

### 1. Life Insurance

The Board pays the entire premium cost for employees who are regularly scheduled for five hours of work or more per day for a \$50,000 term life insurance policy.

### 2. Hospitalization — Medical-Surgical and Dental

The costs of the hospital-medical-surgical and dental insurance program are shared through Board and employee contributions, as established by the number of years of employee participation in the Plan. Each participant must progress through the percent formula regardless of when he/she elects to start the program. The percent of costs underwritten by the Board for individual and family coverage is shown by the following schedule:

<b>Years of Employee Participation</b>	1	2	3
<b>Percent Paid by Board</b>	<b>70%</b>	<b>70%</b>	<b>85%</b>

Employees new to the system are eligible to participate in the cost sharing program in their first year of employment.

An employee shall move to step 2 on the participation schedule on October 1 following the employee's first full year of participation in the insurance program.

Employees with ten (10) consecutive years of service in the bargaining unit in positions eligible for group insurance participation, who meet the late entrant requirements, may begin participation on the premium buy-in schedule at year three (3). Time on leave of absence does not interrupt, nor count, toward consecutive service.

Employees who retire from the District and who have participated in the district hospital-medical-surgical insurance program for the previous eight (8) years may elect to retain health insurance coverage for five (5) years. At age 65 coverage may, at the Board's option, convert to a Medicare Supplement Plan, as currently provided. The total Board contribution for the post retirement insurance coverage shall not exceed \$48,000. This limitation shall take effect for those who retire after June 30, 2018.

### 3. Health Insurance Review Committee

In the interest of retaining the high quality of the health insurance program, while at the same time making it the most cost-effective, the Association and the Board will establish a joint review committee comprised of representatives from all employee groups currently participating in the Plan. The Association will appoint all bargaining unit members to the committee.

## I. Long Term Disability for Employees

Commencing with the first day of the month following Board ratification of this Agreement, upon exhaustion of accumulated sick leave or sixty (60) calendar days from becoming disabled, whichever is greater, the Board will provide each active full-time employee, as defined by the insurance carrier, with long-term disability insurance, fully integrated with IMRF System disability and/or its equivalent, to a maximum of 70% of the employee's last annual salary at the time of disability coverage, provided that, if the employee shall not have long-term disability coverage, the limit shall be 60%. This benefit will be provided as long as such disability continues or until age 65, whichever is earlier. All eligible employees shall receive long-term disability insurance benefits regardless of pre-existing conditions. The Board reserves the right to select the insurance carrier.

## J. Holiday Pay for Employees

In order for an employee to be eligible for holiday pay, he/she shall be required to be present the workday previous to the paid holiday, as well as the first workday following the paid holiday. If illness is the cause of absence on either of the days, the employee may be requested to submit a statement concerning the illness before any additional sick leave days will be granted in that particular school year. Employees will be paid for the holiday, if the absence set forth is the result of an excused illness, personal day or vacation day.

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Head Custodians, custodians, maintenance, and ground shall receive 12 paid holidays each year. Those days shall include five holidays designated in the calendar each year and the following designated days:

Independence Day	New Year's Day
Labor Day	Memorial Day
Thanksgiving Day	The Day After Thanksgiving
Christmas Day	

When a holiday falls on a Saturday or Sunday, another day off shall be granted by the Board if that day is a non-school day. If school is in session on any of the above holidays, another day shall be designated by the Board as a paid holiday. The Office of the Chief Human Resource Officer shall publish via memo each year the five paid days in addition to the holidays identified above, by April 1st for the following school year.

#### **K. Call in Time for Custodial, Maintenance, and Grounds-Employees**

Any employee called to return to work, outside of and not immediately before or after his/her regularly scheduled shift shall be paid a minimum of two hours at the appropriate overtime rate. Such employees may be required by the administration to perform work during that entire two hours. This two-hour minimum shall not apply to Head Custodians performing such duties as building checks. Head Custodians shall be compensated for actual time when they do building checks.

### **ARTICLE VIII: WORKING CONDITIONS**

#### **A. Work Week for 52 Week Employees**

The employee work week is forty (40) hours. The actual work shift is assigned by the administration. A Saturday and/or Sunday assignment is part of the work week assignment, if so designated.

Employees who regularly work forty (40) or more hours per week shall be provided with two (2) fifteen minute breaks per day, one normally occurring during the first half of the shift and one occurring during the second half of the shift. Such employees shall also be provided with a duty-free meal break of at least thirty (30) minutes. Exceptions to these provisions may occur because of unusual circumstances, or because of non-standard work schedules.

#### **B. Description of Job Responsibilities**

The Board and the administration recognize the need to maintain clearly defined job responsibilities for all classifications. The descriptions, which shall be reviewed, revised, and provided to employees by the Board as necessary during the term of this agreement, will include all positions in the bargaining unit.

#### **C. Uniforms for 52 Week Employees**

The District will provide uniforms to all custodial and maintenance employees, with the requirement that these uniforms will be worn during work assignments. Beginning January 1 each year, each employee shall be allowed to select ten (10) separate uniform items for his/her use. Items shall include shirts, sweatshirts and pants.

All custodial and maintenance personnel hired by the District will be supplied with five (5) new uniform items chosen by the employee, upon completion of ninety (90) days of continuous employment in the District. The District shall furnish two (2) sets of coveralls per building to be used for utility work.

As part of the uniform clause, the Board shall include the Association in the selection of uniforms.

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#### **D. Professional Growth**

All Head Custodians, Shift Supervisors, Maintenance/Grounds employees may be required to attend a minimum of ten (10) hours per year of Professional Growth classes, at the District's expense and discretion. The District shall attempt to provide an updated schedule of available Professional Growth classes quarterly, or as necessary. The District shall encourage professional growth, and attempt to provide opportunities for approved employees to attend professionally related meetings or conferences. Professional growth opportunities shall be posted on the employee bulletin board in each building and shall be updated every six (6) months, if necessary. The Association President may request an annual meeting with the Director of Buildings and Grounds to review the previous year's professional growth activities and to make recommendations for the subsequent year. Employee requests for approval to attend professionally related meetings, conferences or training sessions, other than district sponsored activities, shall be directed to the Director of Buildings and Grounds. A decision to approve or deny any such requests shall not be precedential regarding any other such request.

#### **E. Probationary Period**

Each employee will serve a probationary period of one hundred twenty (120) calendar days, during which time he/she may be disciplined or dismissed at the Board's will. At the discretion of the Administration, an employee may be required to serve another 60 calendar days of probation. This decision is at the sole discretion of the Administration and is not subject to the grievance procedure. Thereafter, discipline or dismissal shall be for just cause, as appropriate. An employee who voluntarily terminates employment with the bargaining unit for a period of one work year or longer, except if such termination is for an approved leave of absence, will serve a new probationary period upon reemployment in the bargaining unit.

#### **F. Evaluation**

Each employee who has completed his/her probationary period shall be evaluated at least once every two (2) years, with the employee's immediate supervisor to be included as an evaluator. The employee and his/her evaluator(s) shall meet to discuss the evaluation. The evaluator(s) and evaluatee shall each sign the evaluation, with the latter signature indicating he/she has read the evaluation. The evaluation shall be filed in the employee's personnel file and the employee shall be given a copy of the evaluation. The employee shall have the right to attach a written response to the evaluation or to submit such response for attachment within ten (10) days of receipt of the written evaluation.

An employee whose area is being reviewed for the periodic inspection report shall be notified of the inspection prior to that inspection. The employee may request a walk through review of the inspection with the supervisor. Periodic inspection forms shall include a space for employee comments and responses.

#### **G. Safe Working Conditions**

Employees shall not be required to work under conditions that are unsafe. Employees shall not be required to individually search any district buildings or grounds for bombs.

#### **H. Discipline**

After expiration of the probationary period, the Board shall attempt to use progressive discipline, affording the employee the opportunity to remediate misconduct if appropriate. Progressive discipline steps may include, but are not limited to, oral warning, written warning, suspension without pay, and termination of employment. The Board retains the right to forego some or all of the progressive steps, when reasonable, due to the nature of an offense or repeated instances of an offense. This provision does not relinquish the Board's authority to discipline employees, its prerogative to determine appropriate disciplinary measures and procedures, nor its statutory obligation to manage and govern the School District. When any employee is required to appear before any supervisor or administrator for any reason related to discipline, the employee may, at his/her option, elect to have a representative present.

#### **I. Staff Safety Training**

All bargaining unit members shall participate in district sponsored trainings which relate to staff and/or student safety as deemed appropriate by the administration.



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## **ARTICLE IX: LEAVES**

### **A. Sick Leave**

Sick leave will be fifteen (15) days per year, with no maximum accumulation. Sick days will be prorated, to the nearest half day, based on the days in the work year for an employee whose employment begins after the first workday in that year.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. In addition, sick leave may be granted an employee for a person not covered herein, provided that the granting of said leave shall be entirely within the Board's discretion and shall not be precedential as to any other request.

Sick leave shall be reported and charged in a minimum of two hour increments.

### **B. Doctor's Verification of Illness**

1. Any employee who has been absent from work for sick leave reasons more than seven (7) days in any given twelve (12) month period, may be required to submit a statement from his/her doctor concerning the illness before any additional sick leave days will be granted in that particular twelve (12) month period.
2. Any employee who is absent for more than three consecutive days due to illness, may be required to submit to the administration, a statement from his/her doctor certifying he/she is able to return to work.
3. Any employee whose pattern of absence gives good cause for concern may be required to submit to the administration, a statement from his/her doctor verifying the reason for absence.
4. Upon request of the employee, the request to submit a statement from his/her doctor may be appealed to the Chief Human Resources Officer and Association President for review. Such review shall not change the employee's obligation to submit a doctor's statement, unless such is directed by the Chief Human Resources Officer.

### **C. Bereavement Leave**

Each employee shall be eligible for up to three (3) days of bereavement leave in the event of the death of a person in the employee's immediate family, with the definition of immediate family to be as specified in the Illinois School Code. The Superintendent or his/her designee, with sole discretion and without establishing precedent as to any other such request, may grant up to two (2) additional days of bereavement leave for such death. If additional days are granted, the additional days shall be deducted from the employee's accumulated sick leave.

The Superintendent or his/her designee, with sole discretion and without establishing a precedent as to any other such request, may grant an employee the bereavement leave provided in the paragraph above for the death of a person not in the employee's immediate family.

### **D. Personal Leave**

The Board of Education shall grant each employee two days of leave for personal business which cannot be handled during non-school days or hours. Notification of intended absence due to such personal business must be submitted in writing to the Superintendent or designee at least two working days in advance of the absence, except in cases of documented emergencies.—The day immediately preceding or immediately following a legal holiday or a school vacation period, and the first five (5) or last five (5) employment days of the school term shall not be used as personal leave days except in cases of documented emergencies. This restriction may be waived at the sole discretion of the Director of Buildings and Grounds or designee.

Personal leave shall not be available for a work stoppage of any kind or for any activity which shall result in taxable income for the employee. Any unused personal leave which remains at the end of an employee's work year shall be added to the accumulation of sick leave available for the following year without regard to the maximum accumulation of sick days.

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## **E. Leaves of Absence**

A leave of absence without pay may be granted for up to one (1) year for employees with more than one (1) year's regularly scheduled service at five (5) hours or more per day with the District. The employee granted an unpaid leave shall have the option to continue to participate in the District's group hospital-medical-surgical and dental insurance program if he/she pays the full premium for the insurance. Employees on leave will have their life insurance reinstated upon return to active duty. All requests must be made in writing to the Superintendent or his/her designee and must be accompanied by a recommendation from the employee's supervising administrator. An employee granted a leave under this provision shall, upon return, be entitled to a comparable position within the District.

An employee who has been granted an unpaid leave of absence of more than 90 days shall notify the Human Resources Office, in writing, of his/her intent to return to active employment at least sixty (60) calendar days before the last day of the leave. A leave of sixty (60) to ninety (90) days shall require notice of thirty (30) days, and a leave of 59 days or less shall require notice of fifteen (15) days. The specific notification date must be given by the Human Resources Office, in writing, to the employee upon approval of such leave.

## **F. Family and Medical Leave Act**

These provisions for leaves of absence shall be interpreted in conformance with the Family and Medical Leave Act (FMLA). In addition, the twelve (12) month period of eligibility for FMLA benefits shall be one year from the completion of an FMLA leave. and available FMLA leave shall include all other available leaves, including paid sick leave.

## **ARTICLE X: SENIORITY**

### **A. Definition of Seniority**

Seniority shall be defined as the length of continuous service within the district as a member of what is now the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day after the completion of his/her training period. In the event that more than one individual bargaining unit member has the same starting date of work, positions on the seniority list shall be determined by date of hire. In the event that two or more bargaining unit members have the same date of hire, positions on the seniority list shall be determined by drawing lots. Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. While probationary employees will have no seniority, they may be offered overtime if they have a special skill or training as determined by the Director of Buildings and Grounds. Seniority shall not include unpaid leaves of absence, unpaid suspensions, and other such unpaid periods of thirty (30) consecutive work days or longer during which an employee does not work; but such periods shall not constitute breaks in service for purposes for determining seniority, rates of pay, or benefits.

This definition of seniority shall not be interpreted to create seniority and other benefits based upon a period of prior employment when an employee is reemployed in the district after a break in service. An employee who is terminated under adverse conditions and then is re-employed is reinstated as a new employee as it relates to salary placement, seniority, probation, insurance, sick days, and training pay.

### **B. Classification within Bargaining Unit**

1. Custodial
2. Head Custodian
3. Maintenance and Grounds Keepers

### **C. Maintaining and Posting of Seniority Lists**

The initial seniority list shall be prepared by the administration and communicated to the President of the Association within thirty (30) days after the effective date of this Agreement, with a revised list prepared annually thereafter.

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## **ARTICLE XI: REDUCTION IN FORCE/LAYOFF/RECALL**

- A.** Should it become necessary, in the determination of the Board, to effect reductions in staff, whether by reducing the hours of employees or by the institution of layoffs, the Board shall be bound by the following procedure;

Within work classifications as specified in Article X, Section B, an updated seniority list shall be posted and employees shall have a reasonable period of time to challenge such list. In effecting reductions, the Board shall first reduce probationary staff. Then, if further reductions are necessary, the Board shall reduce non-probationary employees by classification in reverse seniority order.

- B.** Any employee affected by reduction in force or layoff shall have recall rights as noted below. These rights of recall shall:

1. Not apply to probationary employees;
2. Exist for a period of time equal to twelve (12) consecutive months (365 calendar days) from the date the Board took formal action to reduce staff;
3. Apply in reverse order of layoff (with recall being offered first to the most senior staff reduced) by classification; and
4. Be offered by the Board by sending an offer of recall, certified mail return receipt requested, to the employee's last known address, as listed with the Human Resources Office. Mailing of such notice shall be an effective offer of recall and, if not accepted within twenty (20) calendar days of mailing, such right shall be relinquished.

- C.** In no case shall a new employee be employed by the Board while there are bargaining unit members with recall rights, who are qualified for a vacant or newly created position within the classifications listed in Article X.

- D.** During the recall period, a laid off bargaining unit member shall, upon application and at his/her option, be added to the substitute custodial/maintenance list.

## **ARTICLE XII: COMPLAINT RESOLUTION**

An employee may use the following complaint resolution procedure to address complaints that are not contract violations and, therefore, not subject to Article IV Grievance Procedure:

1. The employee may discuss the complaint with his/her immediate supervisor. The employee may have an Association representative present.
2. If a satisfactory resolution is not reached in number one above, the employee may discuss the complaint with the Chief Human Resources Officer. The employee may have an Association representative present.

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**ARTICLE XIII: EFFECT OF AGREEMENT**

**A. Complete Agreement**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

**B. Savings Clause**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

**C. Term of Agreement**

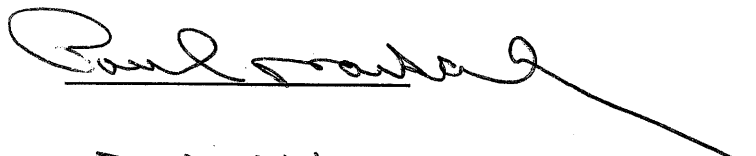
This Agreement shall be effective July 1, 2014 through June 30, 2018.

**D. No Strike**

The Association agrees that, for the duration of this Agreement, it shall not engage in a strike against the Board, except as may be permitted by law.

**FOR THE BOARD OF EDUCATION      FOR THE ASSOCIATION**





7-1-14

Date

Date

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**APPENDIX A: COMPENSATION**

No employees shall advance steps within the 4 year contract.

For FY14-15 all employees shall receive a \$1.00 per hour increase added to their FY13-14 base wage and shall not advance on the salary schedule. In addition, all stipends shall be increased by 1% over the FY13-14 rates.

For FY15-16 all employees shall receive a 3.0% per hour increase above their FY14-15 base wage and shall not advance on the salary schedule. In addition, all stipends shall be increased by 1% over the FY14-15 rates.

	<b>FY13-14 Base Year</b>	<b>FY2014-2015</b>	<b>FY2015-2016</b>
<b>Prob/C1</b>	<b>\$ 12.25</b>	\$ 13.25	\$ 13.65
C2	<b>\$ 12.62</b>	\$ 13.62	\$ 14.03
C3	<b>\$ 13.00</b>	\$ 14.00	\$ 14.42
C4	<b>\$ 13.39</b>	\$ 14.39	\$ 14.82
C5	<b>\$ 13.79</b>	\$ 14.79	\$ 15.23
C6	<b>\$ 14.20</b>	\$ 15.20	\$ 15.66
C7	<b>\$ 14.63</b>	\$ 15.63	\$ 16.10
C8	<b>\$ 15.07</b>	\$ 16.07	\$ 16.55
C9	<b>\$ 15.52</b>	\$ 16.52	\$ 17.02
C9+	<b>\$ 21.93</b>	\$ 22.93	\$ 23.62
Prob/M1	<b>\$ 20.66</b>	\$ 21.66	\$ 22.31
M2	<b>\$ 21.21</b>	\$ 22.21	\$ 22.88
M3+	<b>\$ 23.49</b>	\$ 24.49	\$ 25.22
Prob/G1	<b>\$ 18.59</b>	\$ 19.59	\$ 20.18
G2	<b>\$ 19.63</b>	\$ 20.63	\$ 21.25
G3	<b>\$ 20.68</b>	\$ 21.68	\$ 22.33
G4+	<b>\$ 23.49</b>	\$ 24.49	\$ 25.22

For FY16-17 all employees shall receive a percentage increase above their FY15-16 base wage based on 100% of the CPI-U as of December, 2014 and shall not advance on the salary schedule. In addition, all stipends shall be increased by 1% over the FY15-16 rates.

For FY17-18 all employees shall receive a percentage increase above their FY16-17 base wage based on 100% of the CPI-U as of December, 2015 and shall not advance on the salary schedule. In addition, all stipends shall be increased by 1% over the FY16-17 rates.

For FY16-17 and FY17-18, no base wage shall increase less than 1.4% or more than 2.5%.

## Naperville Unit Maintenance Association Stipend Schedule

	Step	FY13-14 Base Year	FY13-14 Base Year	FY2014-2015	FY2015-2016	FY2016-2017	FY2017-2018
		(Annual Amount)	(Hourly Amount)				
<b>Custodial</b>							
JH/HS Head Custodians	ALL	\$ 6,031.00	\$ 2.90	\$ 2.93	\$ 2.96	\$ 2.99	\$ 3.02
Elementary Head Custodians	ALL	\$ 4,517.00	\$ 2.17	\$ 2.19	\$ 2.21	\$ 2.23	\$ 2.25
2nd Shift (12 Months)	Step 1	\$ 1,407.00	\$ 0.68	\$ 0.69	\$ 0.70	\$ 0.71	\$ 0.72
2nd Shift (12 Months)	Step 2	\$ 1,516.00	\$ 0.73	\$ 0.74	\$ 0.75	\$ 0.76	\$ 0.77
2nd Shift (12 Months)	Step 3	\$ 1,565.00	\$ 0.75	\$ 0.76	\$ 0.77	\$ 0.78	\$ 0.79
2nd Shift (9 Mths) / 1st Shift (3 Mths)	Step 1	\$ 1,055.00	\$ 0.51	\$ 0.52	\$ 0.53	\$ 0.54	\$ 0.55
2nd Shift (9 Mths) / 1st Shift (3 Mths)	Step 2	\$ 1,137.00	\$ 0.55	\$ 0.56	\$ 0.57	\$ 0.58	\$ 0.59
2nd Shift (9 Mths) / 1st Shift (3 Mths)	Step 3	\$ 1,173.00	\$ 0.56	\$ 0.57	\$ 0.58	\$ 0.59	\$ 0.60
3rd Shift (9 Mths) / 1st Shift (3 Mths)	Step 1	\$ 1,971.00	\$ 0.95	\$ 0.96	\$ 0.97	\$ 0.98	\$ 0.99
3rd Shift (9 Mths) / 1st Shift (3 Mths)	Step 2	\$ 2,053.00	\$ 0.99	\$ 1.00	\$ 1.01	\$ 1.02	\$ 1.03
3rd Shift (9 Mths) / 1st Shift (3 Mths)	Step 3	\$ 2,089.00	\$ 1.00	\$ 1.01	\$ 1.02	\$ 1.03	\$ 1.04
3rd Shift (9 Mths) / 2nd Shift (3 Mths)	Step 1	\$ 2,323.00	\$ 1.12	\$ 1.13	\$ 1.14	\$ 1.15	\$ 1.16
3rd Shift (9 Mths) / 2nd Shift (3 Mths)	Step 2	\$ 2,432.00	\$ 1.17	\$ 1.18	\$ 1.19	\$ 1.20	\$ 1.21
3rd Shift (9 Mths) / 2nd Shift (3 Mths)	Step 3	\$ 2,480.00	\$ 1.19	\$ 1.20	\$ 1.21	\$ 1.22	\$ 1.23
HS Night Supervisor	ALL	\$ 3,071.00	\$ 1.48	\$ 1.49	\$ 1.50	\$ 1.52	\$ 1.54
JH Night Supervisor	ALL	\$ 2,725.00	\$ 1.31	\$ 1.32	\$ 1.33	\$ 1.34	\$ 1.35
Swing Shift	ALL	\$ 569.00	\$ 0.27	\$ 0.27	\$ 0.27	\$ 0.27	\$ 0.27
Swing Shift (12 Months)	ALL	\$ 759.00	\$ 0.36	\$ 0.36	\$ 0.36	\$ 0.36	\$ 0.36
District Utility	ALL	\$ 2,656.00	\$ 1.28	\$ 1.29	\$ 1.30	\$ 1.31	\$ 1.32
<b>Maintenance</b>							
District Maintenance	ALL	\$ 6,031.00	\$ 2.90	\$ 2.93	\$ 2.96	\$ 2.99	\$ 3.02
2nd Shift (12 Months)	Step 1	\$ 1,499.00	\$ 0.72	\$ 0.73	\$ 0.74	\$ 0.75	\$ 0.76
2nd Shift (12 Months)	Step 2	\$ 1,593.00	\$ 0.77	\$ 0.78	\$ 0.79	\$ 0.80	\$ 0.81
2nd Shift (12 Months)	Step 3	\$ 1,659.00	\$ 0.80	\$ 0.81	\$ 0.82	\$ 0.83	\$ 0.84
2nd Shift (9 Mths) / 1st Shift (3 Mths)	Step 1	\$ 1,125.00	\$ 0.54	\$ 0.55	\$ 0.56	\$ 0.57	\$ 0.58
2nd Shift (9 Mths) / 1st Shift (3 Mths)	Step 2	\$ 1,194.00	\$ 0.57	\$ 0.58	\$ 0.59	\$ 0.60	\$ 0.61
2nd Shift (9 Mths) / 1st Shift (3 Mths)	Step 3	\$ 1,244.00	\$ 0.60	\$ 0.61	\$ 0.62	\$ 0.63	\$ 0.64
3rd Shift (9 Mths) / 1st Shift (3 Mths)	Step 1	\$ 2,041.00	\$ 0.98	\$ 0.99	\$ 1.00	\$ 1.01	\$ 1.02
3rd Shift (9 Mths) / 1st Shift (3 Mths)	Step 2	\$ 2,110.00	\$ 1.01	\$ 1.02	\$ 1.03	\$ 1.04	\$ 1.05
3rd Shift (9 Mths) / 1st Shift (3 Mths)	Step 3	\$ 2,160.00	\$ 1.04	\$ 1.05	\$ 1.06	\$ 1.07	\$ 1.08
3rd Shift (9 Mths) / 2nd Shift (3 Mths)	Step 1	\$ 2,416.00	\$ 1.16	\$ 1.17	\$ 1.18	\$ 1.19	\$ 1.20
3rd Shift (9 Mths) / 2nd Shift (3 Mths)	Step 2	\$ 2,508.00	\$ 1.21	\$ 1.22	\$ 1.23	\$ 1.24	\$ 1.25
3rd Shift (9 Mths) / 2nd Shift (3 Mths)	Step 3	\$ 2,575.00	\$ 1.24	\$ 1.25	\$ 1.26	\$ 1.27	\$ 1.28

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### **3. Longevity Pay**

Those employees who were receiving longevity pay at the end of the collective bargaining agreement expiring in 2010 shall continue to receive the longevity pay at that rate. No additional longevity years shall be granted and no other employees shall be eligible for longevity pay.

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## APPENDIX B: CAFETERIA PLAN PROVISION

1. The Board shall maintain a flexible benefit plan which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the Plan to comply with the amendments.
2. An employee may annually elect to participate by choosing to receive benefits not to exceed IRS regulations. The amount elected shall be deducted from the employee's compensation, along with deduction of contributions to the IMRF, which may be required on such cafeteria plan payments. The initial plan year shall commence on December end on September 30<sup>th</sup>. Prior to the beginning of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
  - a. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
  - b. Reimbursements for the amount of the deductibles on the group insurance and for any other unreimbursed medical care as defined in Section 213 of the Internal Revenue Code.
  - c. Reimbursement for dependent care assistance, as defined in Section 129 of the Internal Revenue Code up to \$5,000, or \$2,500 if married participant files separate return.
3. The amounts designated may not be changed during the plan year, except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the employee during that year and not carried over to a succeeding plan year.
4. The dollar total of the designated fringe benefits election pursuant to the Plan will be deducted in equal amounts from the employee's salary payments during the plan year, unless otherwise specified.
5. Claims for reimbursement may be submitted no more often than once per month, in minimum amounts of not less than \$50 (except for the final month in a plan year), unless an Agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.









