

**ARTICLES OF AGREEMENT  
BETWEEN  
SCHOOL DISTRICT 89  
CUSTODIAL AND MAINTENANCE  
AND  
THE SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 73**

July 1, 2015 through June 30, 2020

## **AGREEMENT**

**WHEREAS**, the Board of Education of School District 89 ("Board" or "School District") and Local No. 73, Service Employees' International Union, the ("Union") have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting the Board's relations with its custodial/maintenance employees insofar as such practices are appropriate to the obligation of the Board to retain the right to operate the School District in a responsible and efficient manner and are consistent with the paramount interests of the public and the students in the School District;

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

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

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties mutually covenant and agree as follows:

### **ARTICLE I** **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Board retains exclusively to itself the traditional rights to manage the custodian and maintenance services and to direct its employees, including, but not limited to, the following: to direct, plan, and control operations; to change existing methods, equipment, and facilities and/or to introduce new or improved ones, to determine what services shall be performed; to establish and change the hours of work; to select, hire and transfer employees; to assign them to work as needed; to assign overtime; to promote, demote, suspend, discipline, and discharge employees for just cause, to make and enforce reasonable rules not inconsistent with the provisions of this Agreement; to layoff and to relieve employees from duty because of lack of work or other legitimate reasons. The Board agrees that it will not subcontract any work historically performed by bargaining unit members during the term of this Agreement.

### **ARTICLE II** **RECOGNITION AND DUES CHECK OFF**

**Section 1.** Recognition. The Board recognizes the Union as the exclusive collective bargaining representative for the custodial/maintenance employees of School District 89, including employees in the classifications of Head Custodian, Custodian, Maintenance, and Maintenance Assistants.

**Section 2.** Notification to Newly Hired Employees. The Board agrees to inform all present custodial/maintenance employees and all new custodial/maintenance employees hired after the signing of this Agreement that Local 73 Service Employees International Union, is the exclusive representative of all employees in the bargaining unit. Both parties understand and agree that no employee of the School District shall be coerced or intimidated by anyone to either join or not to join the Union.

**Section 3.** Voluntary Dues Deduction. Providing that the employee signs and submits to the School District Business Office an authorization for check off of regular dues on forms as provided by the Union and agreed to and accepted by the Board, subject to limitations elsewhere in this Agreement, the Board agrees to deduct from the wages of Employees who begin and/or are members, regular monthly dues uniformly required as a condition of Union membership and levied in accordance with the Constitution and By-Laws of the Union.

**Section 4.** Fair Share. All employees who are not members of the Union shall, commencing on the effective date of this Agreement, or sixty (60) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the services rendered by the Union that are chargeable to non-members under the state and federal law. The provisions of this section shall not apply to any employee who is a member of the bargaining unit but did not belong to the Union as of April 1, 1985, except and unless such employee at some future date voluntarily agrees to either pay fair share or become a member of the Union.

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

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

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

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

**Section 5.** Committee on Political Action. The School District, upon receipt of a payroll deduction authorization card signed by the Employee, shall deduct from the wages of such Employee the amount

specified on the card as a regular contribution to SEIU COPE. The School District will regularly remit such sums deducted for that purpose to the Union. The Employee may at any time revoke his/her authorization of the SEIU COPE payroll deduction.

### **ARTICLE III** **SENIORITY**

**Section 1.** An employee's seniority shall be his/her continuous length of service from date of hire. The first nine (9) months of employment is a probationary period during which time the employee shall not have the right to grieve any disciplinary action, including termination. Upon successful completion of the probationary period, seniority is retroactive to date of hire.

**Section 2. Layoff:** Prior to laying off bargaining unit employees, the District will terminate the employment of all temporary and probationary employees. After which, if it is determined further reductions in force are needed, the District shall utilize qualifications and performance in selecting who shall be laid off first and if qualifications and performance are relatively equal seniority shall prevail. Laid off employees shall be given the right to be placed in any vacant position in which they are qualified to fill. If there isn't a vacant position for the laid off employee to be moved in to or the employee does not possess the required qualifications for the vacant position the employee will be laid off.

**Section 3. Recalls:** Laid off bargaining unit employees shall have the right to be recalled for a period of twelve (12) months following the effective date of dismissal. Laid off employees shall maintain a current address and phone number on file with the District. Recall of laid off employees shall be returned to work in seniority order with the most senior employees returning first, provided that the employee notifies the School District of his intent to return to work within five (5) days after notification by personal delivery, U.S. Mail, FedEx, UPS or certified mail, at the employee's last designated home address.

**Section 4. Transfers and Lateral Moves:** Based upon qualifications and performance, including consideration of employee performance evaluations, if any, the applicant who is most qualified based on this comprehensive assessment shall have priority in all transfers and lateral moves, however, if performance is equal between two or more employees, who are to be transferred or laterally moved then the most senior employee shall be selected.

**Section 5. Promotions:** Applicants for custodian promotions shall have a minimum of two (2) years seniority in the School District. For maintenance positions, employees who meet the stipulated written specifications shall be given consideration if they meet the specifications and qualifications as formulated by the School District in the posting announcement and Job Description.

**Section 6. Job Postings:** Internal applicants shall be considered first for department vacancies. All vacancies or newly created jobs shall be posted electronically and in each school's main office for five (5) working days. Postings shall be pursuant to the procedures and on forms used by the School District. Bids shall be carefully evaluated and filled in accordance with the above procedures in Section 4, after which if a vacancy still exists, the District may then post the vacancy for external applicants. Employees awarded positions shall be given a 60 day training period in which to qualify, and if unable to perform, shall be returned to his/her original job at their original rate of pay. During the 60 day period, employee shall receive the step/rate for the job.

**Section 7. Demotions:** The School District may demote an employee to a lower paid classification for just cause reasons.

**Section 8. Loss of Seniority:** Employees will lose seniority with the School District in the event of discharge or voluntary resignation. Employees who are laid off and are subsequently rehired within twelve (12) months from the original date of lay-off shall retain their original date of hire for purpose of determining seniority.

**Section 9. Written Position Requests:** Any individual who wishes to apply for a different position shall submit the request in writing to the Director/Supervisor of Buildings and Grounds and Human Resources.

#### **ARTICLE IV HOURS OF WORK**

**Section 1.** The standard work day shall be as follows:

<u>Job Classification</u>	<u>Hours</u>
Maintenance	6:45 a.m. - 3:30 p.m.
Head Custodian	6:30 a.m. – 3:15 p.m.
Custodian	7:15 a.m. - 4:00 p.m.
Custodian- second shift	11:30 a.m. - 8:15 p.m.

The work day will include two fifteen minute paid breaks and one forty-five minute, unpaid lunch period.

The standard work week shall consist of forty (40) hours, Monday through Friday. During winter break, spring break, and summer break, all custodial and maintenance employees will work a day shift schedule. The hours will be determined by the Director/Supervisor of Building and Grounds, however, the custodial amended work schedule shall be reflective of the core hours above.

**Section 2.** All overtime work must be pre-approved in writing by the Director/Supervisor of Building and Grounds or his/her designee. The overtime rate shall be time and one-half (1 ½) the regular rate. Sunday and Holiday overtime work will be paid at two (2) times the employee's hourly rate. The overtime rate will be paid for all work performed in excess of forty (40) hours in any standard work week. There shall be no duplication or pyramiding of overtime. An employee's work shift/schedule will not be changed to avoid the payment of overtime.

- A. Any employee required to return to the District after having left work for the day due to an Emergency, shall be guaranteed a minimum of two (2) hours work paid at their overtime rate. The two (2) hour call back does not apply to scheduled overtime or the requirement to work forty (40) hours in a work week to be eligible for call back pay.
- B. Overtime shall be equalized among the custodial and maintenance employees of the School District insofar as practicable, although it should be clear that the overtime work needed at



the given time cannot always be performed by every employee who may be eligible at the particular time. Records shall be maintained in proper form showing the distribution of overtime work. The overtime work record of each employee will be available to the employee and/or the Union upon written request.

- C. Any employee who fails to accept the opportunity to work overtime when it is his/her turn will forfeit the opportunity to perform those overtime hours until the next rotation of overtime assignments. Forfeited overtime opportunities cannot be made up at a later date. Overtime will be assigned in reverse seniority order on a rotational basis. Any employee assigned to work overtime and subsequently is unable to do so, must find an acceptable substitute to fulfill the assignment.
- D. Building checks shall be performed by Head Custodians on Saturday, Sunday, Holidays and when all school buildings have been closed due to inclement weather. The building checks shall be performed on a rotational basis beginning with the least senior Head Custodian and rotating thereafter. A schedule of weekend building check assignments shall be kept and maintained by the Director/Supervisor of Buildings and Grounds. The schedule shall be posted and distributed to the Head Custodians with a copy given to the Union on the first (1st) day of each month. The Head Custodian will receive a minimum of four (4) hours of overtime pay one and one-half (1 ½) times the hourly rate of pay on Saturdays and two (2) times the hourly rate of pay on Sundays and Holidays, if the employee has worked forty (40) hours in that work week.

**Section 3.** If a Custodian/Maintenance employee is asked to fill-in for the Head Custodian/Maintenance classification, after nine (9) consecutive working days, the affected employee will receive an additional \$5.00 per hour worked.

**Section 4. Election Day Assignments:** Employees required to work on Election Day before or after their scheduled work day shall be paid for all hours worked in excess of forty (40) hours for that week, at time and one-half (1 ½) their normal hourly rate of pay.

**Section 5. School Closings:** If the District closes the schools due to inclement weather or other emergencies (i.e. loss of power, heat, etc.) all employees will report to work, unless at the sole discretion of the Superintendent it is determined otherwise. Custodian and Maintenance employees who report to work under these circumstances may be allowed to leave work early, without loss of benefits, time or pay, at the sole discretion of the Superintendent.

**Section 6. Snow Command:** If weather reports project two (2) inches or more of snow to fall before seven (7:00 a.m.) in the morning, the Buildings and Grounds Department will:

- 1) Have in place a snow removal team that will start work before the start of their shift to remove snow,
- 2) Pay all snow removal work done before the start of an employee's shift at time and one-half (1 ½),
- 3) Employees work hours will not be changed to offset the payment of overtime,
- 4) When students are not in attendance the District shall have the option of adjusting the afternoon custodians work schedules to come in early to assist in snow removal.

**ARTICLE V**  
**INJURY ON THE JOB**

In case an employee is injured while carrying out their assigned duties during working hours that he/she cannot return to work the next day, or returns to work on the next day and determines that the injury is debilitating enough to keep him/her from performing his/her duties, the Board shall pay to the employee his/her full salary for each day of absence attributable to the injury, not to exceed five (5) working days. After the third day of absence a doctor's certificate will be required by the Board of Education. The Board of Education reserves the right to specify the doctor. During this five (5) working day period, any indemnity payments made to the injured employee under Worker's Compensation coverage shall be endorsed by him/her and deposited by the Business Office or its designee to the funds of the School District. If the injury forces the employee to be absent from work beyond the five (5) working day period, the employee may file for disability benefits under the Illinois Municipal Retirement Fund and shall retain any further compensation checks due to him/her. It is further understood that no sick leave accumulated to the credit of any employee will be deducted for time off because of an injury incurred while carrying out the assigned duties.

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

**ARTICLE VI**  
**SICK LEAVE**

**Section 1.**     Extent of Sick Leave Pay Plan.

- A. A newly appointed employee will start with 15 days of sick leave. Each year after thereafter sick leave will accumulate at the rate of fifteen (15) days per year.
- B. Unused sick days may be accumulated to a maximum of 240 days.
- C. Upon retirement, employee shall receive \$50.00 per unused accrued sick day.

**Section 2.**     Absences for Which Pay Shall Be Given

- A. Primarily, sick leave pay shall be given for personal illness which makes the employee unfit for regular duty. A physician's certificate may be required after three (3) consecutive days of absence.
- B. One (1) sick day may be taken each year for absence due to a religious holiday.



C. One (1) sick day may be taken each year as an emergency day. When an emergency day is requested the nature of the emergency must be disclosed and must also appear on the absentee pay statement.

D. Other causes for which sick days may be used are death or illness in the employee's immediate family or a court summons. No more than two days may be used for court summons

**Section 3. Bereavement Leave:** The District will provide each employee who has a death in the immediate family (husband, wife, parents, parent-in-law, sister, sister-in-law, brother, brother-in-law, son, daughter, grandparents, grandchildren, or any other blood relation residing in the same house at the time of death) three (3) days paid bereavement leave.

## ARTICLE VII PERSONAL DAYS

Employees may be absent three (3) days per year for personal reasons such as moving or personal business without loss of pay. These days are not part of the 15 day Sick Leave Pay Plan and are not cumulative. It is hoped that employees will use them only when necessary. Requests must be made in writing to the Director of Building and Grounds. Unused personal days are transferred to the employee's sick leave bank at the end of each school year. Personal days cannot be used the day before or the day after a holiday.

## ARTICLE VIII FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act of 1993 (FMLA), the Board acting through the Superintendent, will grant eligible custodial employees unpaid family and medical leave of absence.

## ARTICLE IX LONGEVITY

Employees are hired between July 1 and December 31 will be given a full year's service credit for the year. If hired after January 1<sup>st</sup>, the six (6) months service credit will be lost. Longevity stipends shall be paid to eligible employees in the following increment:

<u>Years of Service</u>	<u>Longevity Stipend</u>
12 – 14 years of service	\$750.00 added to base salary on July 1 of each year
15 <sup>th</sup> and thereafter	\$1250.00 added to base salary on July 1 of each year





## **ARTICLE X**

### **INSURANCE**

Employees regularly scheduled to work thirty (30) or more hours a week shall have the same insurance coverage and benefits and make the same contributions as those provided under the collective bargaining agreement covering tenured certified staff. Insurance coverage will continue for employees on FMLA leave. Employees shall be responsible for their portion of the insurance premium. Unless otherwise required by law, employees on non-FMLA unpaid leave which extends beyond thirty (30) days will be responsible for the full Board and employee cost of insurance while on such non-FMLA leave.

## **ARTICLE XI**

### **JURY DUTY**

An employee called for jury duty may be granted special leave to fulfill such duty at full pay by reimbursing the School District for the fee received for jury duty, less any expenses the employee incurred for tolls and parking. The employee must provide the School District with proof of jury service.

## **ARTICLE XII**

### **LEAVE OF ABSENCE AND MILITARY LEAVE**

**Section 1.** A leave of absence without pay may be granted by the Board in its sole discretion, upon written application, for any reason including ill health or military service. Neither the Union nor any employee shall be entitled to bring a grievance contesting a decision by the Board refusing a requested leave of absence. No leave shall commence without written approval of the requested leave from the Superintendent, or his/her designee. No employee, however, shall be granted a leave of absence to seek employment elsewhere. For leave of absence for military service, the provisions of the Selective Service Act shall apply. Seniority shall continue to accrue only for leaves of absence due to military service.

**Section 2.** An employee covered by this Agreement who is engaged in gainful employment with someone other than the School District while on leave of absence without prior written permission from the District, except for employees on special assignment in the interest of the School District, shall be deemed to have resigned from the School District.

**Section 3.** When an employee is off the payroll on leave of absence for ill health his/her job assignment shall be protected for one year from the time the leave of absence started. Employees are responsible for notifying the School District of their need for medical leave, including the anticipated date of return to work. The School District may require the Employee to submit a statement from their physician substantiating the need for medical leave.

## **ARTICLE XIII**

### **VACATION**

**Section 1.** Each regular employee shall be granted a vacation with pay annually as follows:

6 months completed	5 days of vacation
12 months completed	10 days of vacation
Start of 5 <sup>th</sup> year -9 years	15 days of vacation
Start of 10 <sup>th</sup> year-19 years	20 days of vacation
Start of 20 <sup>th</sup> year +	25 days of vacation

**Section 2.** Vacations may be granted at any time of the year with the permission of the Director/Supervisor of Building and Grounds.

**Section 3.** Vacation dates requested by the deadline\* will receive preference. Employees with seniority will be given first choice if there are conflicts.

\* Requests made during the year require one week's advance

- A. Full-time employee employed from July 1 through June 30 will receive one year of service credit.
- B. A full-time person hired on or after July 2 but before December 31 will be given service credit provided they are employed through the following June 30.
- C. A full-time person hired after January 1 and before June 30 will not be given service credit for vacation and the employee's employment date for vacation purposes/credit will be July 1 of that year.
- D. The salary of the number of accumulated vacation days is to be paid to the employee's beneficiary upon the death of the employee.

**Section 4.** A copy of the employees approved vacation request will be provided to each employee.

**Section 5.** Each time a custodian used a vacation day an "absentee pay requests" form must be completed as soon as the employee returns to work.

**Section 6.** There will be no accumulation of vacation days from one year to the next. Pyramiding of vacation time is not allowed. Pyramiding is defined as backing the vacation of one year up against the vacation of the next year.

For the purposes of this Article, a year begins on July 1 and ends on June 30.

#### **ARTICLE XIV** **HOLIDAYS WITH PAY**

The official District 89 school calendar will dictate the dates of the observances of the following designated holidays.

- |                           |                         |
|---------------------------|-------------------------|
| 1. New Year's Day         | 8. July 4 <sup>th</sup> |
| 2. Martin Luther King Day | 9. Labor Day            |
| 3. Presidents Day         | 10. Columbus Day        |
| 4. Casimir Pulaski Day    | 11. Veteran's Day       |

5. Friday preceding first Monday of Spring Week
6. First Monday of Spring Holiday Week
7. Memorial Day

12. Thanksgiving Day
13. Friday after Thanksgiving
14. Christmas Eve
15. Christmas Day
16. New Year's Eve

All holidays listed above will be guaranteed. In the event that any of the holidays fall on a Saturday or Sunday, the Friday before or the Monday following will be observed as such. In the event the holiday is not observed and the Monday or Friday is not used to celebrate the holiday, a day shall be added to the Employee's vacation of the School District may designate another day in lieu thereof.

## **ARTICLE XV**

### **PERSONNEL FILE**

**Section 1.** Personnel File. The School District shall maintain only one (1) official personnel file for each employee, and one (1) medical file, and such files shall be the property of the School District.

**Section 2.** Right of Access. The School District agrees that the employees shall have the right of reasonable access to their personnel files upon forty-eight (48) hours written advance notice to the School District.

**Section 3.** Placement of Material in File. Any material evaluative in nature, whether laudatory or critical, as well as any disciplinary material placed in an Employee's file shall be signed and dated. A copy shall be given to the employee within five (5) working days.

**Section 4.** Right of Copy. Each employee shall have the right to copy any or all file material exclusive of excepted materials under the Illinois Personnel Records Act, as provided in Section 2 of this Article. Employees requesting more than one (1) copy of any document in their personnel file during each school year shall pay copying charges to the School District equivalent to charges set pursuant to the Freedom of Information Act, 5 ILCS 5/140.1 *et seq.*

**Section 5.** Right to Attachment. Each employee shall have the right to have dissenting or explanatory material attached to any document on file, and such material shall become an official part of the employee's personnel file.

## **ARTICLE XVI**

### **UNION RIGHTS**

**Section 1.** Meetings. The Union will be allotted one (1) hour for meetings (not more than once per month) on those days when students are not in attendance or on an early dismissal day provided the meeting is conducted after the students have been dismissed. The Director of Human Resources, the Director/Supervisor of Building and Grounds and the principal of the School where the meeting is to be held shall be notified at least two (2) business days prior to any Union meeting.

**Section 2.** Labor Management Meetings. Quarterly Labor-Management meetings will be held at mutually agreeable times between the Director/Supervisor of Building and Grounds or his/her designee and members of the unit including Union Stewards and Union Officials. Additional meetings to discuss

special circumstances may be held if mutually agreed upon by both parties. Each party shall be limited to five (5) people attending the meeting unless mutually agreed upon by both parties.

**Section 3.** School Mail and Bulletin Board. The Union shall have the right to communicate with its members by means of employee mailboxes, interschool mail (excluding School District email) and a designated Union bulletin board to be located in the mailroom area accessible to all employees. The Union agrees that the use of the mailboxes, interschool mail and bulletin board must be clearly related to a legitimate Union purpose.

**Section 4.** Use of Building. The Union shall have the right to use School District facilities for meetings for the purpose of conducting Union business provided:

- A. A request is made to the Director/Supervisor of Buildings and Grounds and the principal of the school where the meeting will be held at least two (2) business days in advance of the meeting;
- B. If such meeting space is available;
- C. Such meeting neither interferes with the educational programs of the School District nor conflicts with School District events; and
- D. The Union promptly reimburses the School District for any damage or other reasonable expenses incurred by the District as a result of the meeting.

**Section 5.** Right to Organize. Employees shall have the right to organize, join and assist the Union and to participate in collective negotiations with the School District. The School District shall not discriminate against any Employee with respect to hours, wages, and other terms and conditions of employment by reason of membership in the Union, participation in negotiations with the School District, or the institution of any grievance, complaint, or proceedings under this Agreement.

**Section 6.** Stewards. Up to three (3) stewards shall be selected by the Union and recognized by the Board. The Union shall furnish the Superintendent with a current list of stewards at the beginning of each school year.

**Section 7.** Union activities During Working Hours. No employee shall engage in any Union activities during work hours except for negotiations or grievances scheduled by the School District to occur during work hours.

## **ARTICLE XVII** **GRIEVANCES**

**Section 1.** Should alleged violations of this Agreement arise between the employee/s and the Board an earnest effort shall be made to settle all such matters immediately by free and open discussions. A meeting will be held between the employee/s, the Union Steward and an appropriate representative(s) of the School District in an attempt to settle the matter.



**Section 2. Step One:** If a satisfactory settlement is not reached during the informal step above, the Union steward shall present the grievance in writing to the Director/Supervisor of Buildings and Grounds and Human Resources within ten (10) working days of the incident from which the grievance arose. A meeting will be held with the Director/Supervisor of Buildings and Grounds and the Union to discuss the grievance. The Director/Supervisor of Buildings and Grounds shall submit a written response to the grievant and the Union within ten (10) working days.

**Section 3. Step Two:** If a satisfactory settlement is not reached at step one of the grievance procedure the Union within ten (10) work days after receipt of the first step decision, may file at the next step of the grievance procedure. The Union present the matter in writing to the Superintendent or his/her designee stating the specific article or section of this Agreement alleged to have been violated whenever possible. A meeting will be held with the Union, Human Resources and the Superintendent or designee to discuss the grievance. The Superintendent shall submit a written response to the Union within ten (10) work days.

**Section 4. Step Three:** If the grievance is not resolved satisfactorily ~~in~~ between the Union and the Superintendent, the Union may appeal in writing to the Board within ten (10) working days following receipt of the Superintendents decision. The Board may hear the matter no later than thirty (30) days after receiving the written appeal and may render its written decision no later than (10) days thereafter.

**Section 5.** If the grievance is not resolved satisfactorily in Section 4, Step Three above and the Union desires further appeal, the Union may appeal in writing to the Board within fifteen (15) work days thereafter requesting impartial binding arbitration. The parties shall request an arbitrator from the Federal Mediation and Conciliation Service. The arbitrator's authority shall be specifically limited to an interpretation of a specific provision, or provisions, of this Agreement as applied to the facts of the written grievance involved. The arbitrator shall have no power to alter, amend, modify, add to or subtract from the provisions of this Agreement. The decision of the arbitrator will be accepted as final by both parties and both will abide by it. The fees and expenses of the arbitrator shall be shared equally by the parties. All other fees, expenses, and costs shall be borne by the party incurring such.

**Section 6.** Unless by mutual agreement the time restriction are waived, any grievance not appealed to the next step of the above procedure within the time limits set forth above, shall be deemed to have been withdrawn.

**Section 7.** An employee may request to be represented at any appeal hearings by the Union at the time the appeal is made.

**Section 8.** In all cases above, reference to "working days" shall mean those days in which the School District offices are open for normal business.

## **ARTICLE XVIII**

### **TERMINATION OF EMPLOYMENT**

**Section 1.** Employees may be terminated for just cause upon the recommendation of the Director/Supervisor of Buildings & Grounds to the Superintendent and in turn to the Board. Reasons for a termination will be given to the Board and the employee in writing.

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**Section 2.** In case of involuntary termination by the authority of the Board, at least two weeks' notice shall be given, except if in the opinion of the Administration the continued presence of the employee is not in the best interest of the school, then employment may be terminated immediately.

**Section 3.** All cases of termination for just cause shall be subject to the grievance procedure.

**Section 4.** Any employee who elects to terminate employment shall notify the Director/Supervisor of Buildings and Grounds in writing at least two weeks prior to the expected date of termination.

**Section 5.** The Board will pay a severance allotment equal to \$185 per year of year of service provided the employees retired under the Illinois Municipal Retirement Fund. This severance allotment will be paid with the last salary check or if requested, may be spread over the last year of service upon notice of intent to retire.

**Section 6.** At an employee's option, in lieu of the aforesaid cash distribution in Section 5 of this ARTICLE XVIII, upon retirement, any employee may, in writing, elect and direct that the total above accumulated severance allotment be applied by the School District to the payment of the premiums for continued health insurance, subject to the following: (a) such continuation of health insurance is permissible under the School District's insurance policy or program; (b) the payments would be subject to deduction for any federal and state income and social security taxes as determined by the School District's accountants and/or business manager; (c) there is no obligation of or payment by the School District for such continuation, i.e., the employee will be solely responsible for paying the full premium (unless hereinafter agreed between the Union and School District in writing); and (d) if the amount remaining after any payment of premium is less than a full month's premium, the School District will remit the balance to the employee, less any applicable deductions as above (if any).

## **ARTICLE XIX** **DISCIPLINE**

**Section 1.** Types of Discipline. At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and Union recognize that, from time to time, circumstances will arise which require the dispensation of discipline. The Board may suspend an employee with pay pending the results of a disciplinary investigation. The parties agree that disciplinary action shall be for just cause shown and will be performed in a timely manner. Where applicable, discipline will be performed in a progressive manner. The types of discipline agreed by the parties are as follows:

- A. **Oral Warning.** The oral warning shall be delivered to the employee by the Director/Supervisor of Buildings and Grounds in collaboration with the District Administrator. The Director/Supervisor of Buildings and Grounds shall draft a memorandum of oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof and to further acknowledge the employee's understanding that the signed copy shall be retained by the Director/Supervisor of Buildings and Grounds and placed in the employee's



personnel file. Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

- B. **Written Warning and Conference.** Where the unsatisfactory performance or conduct giving rise to the oral warning has not been resolved, the employee and the Director/Supervisor of Building and Grounds and District Administrator shall meet to discuss the problem. The Union shall be notified and shall have the right to be present at the meeting. At the said meeting, acceptable performance shall also be discussed. A written memorandum shall be prepared and given to the employee by the Director/Supervisor of Buildings and Grounds and Human Resources. All persons present shall sign said memorandum, which shall be placed in the employee's personnel file.

If an employee is required to sign a written reprimand, notice of suspension, the employee's signature shall mean only that the employee has received a copy of the reprimand or notice; it does not mean the employee agrees with the contents.

- C. **Suspension.** If the unsatisfactory performance or behavior has not been corrected within the time frame established in the written warning and conference step, a second meeting shall be held with the Director/Supervisor of Buildings and Grounds and Director of Human Resources wherein the reasons for a suspension shall be discussed. The Union shall be notified and shall have a right to be present at the meeting.
- D. **Discharge.** If the unsatisfactory performance or behavior has not been corrected after the suspension of the employee, employee may be discharged from employment with the School District. The employee shall be given written notice of the reasons and a factual explanation of the evidence for such discharge and be provided with an opportunity to respond to the Superintendent and, if requested at a hearing before the School Board prior to a decision regarding the anticipated discharge. The Union shall be notified and shall have a right to be present for the meeting with the Superintendent.
- E. **Exceptions to Progressive Steps.** Nothing herein shall limit the right of the School District to effect an emergency suspension of an employee where the conduct of the employee is flagrant, grossly insubordinate, or otherwise non-remediable. Conduct of the employee that is flagrant, grossly insubordinate or otherwise non-remediable may result in the suspension of progressive discipline and the imposition of a more serious penalty.

**Section 2. Notification of Discipline.** Once the Superintendent has determined the measure of discipline, for that offense only, it shall not be increased for such offense. All levels of disciplinary action against an employee shall be done so in writing with full reasons stated therein, pursuant to the procedures and on forms used by the School District generally. A copy of such disciplinary action shall be served upon the employee and the Union. A copy of the discipline will be placed in the employee's personnel file.



**Section 3. Removal of Discipline.** At the employees written request any disciplinary action other than dismissal shall be removed from an employee's file after three (3) years, if the employee has received no additional discipline. Discussions relating to any disciplinary action may not be used by the School District as part of the Employee's past record when assessing subsequent discipline and/or promotion if more than three (3) such years have elapsed from the date of the disciplinary action taken.

## **ARTICLE XX** **MISCELLANEOUS**

**Section 1.** An employee shall have access to records concerning payment of his or her salary and deductions therefrom and also to personnel records concerning his or her employment.

**Section 2. Health and Safety.** It is agreed that there shall be maintained such health, safety and sanitary methods are necessary to protect and preserve the welfare of the employee during working hours. Adequate first aid protection shall be made available to all employees during work hours.

**Section 3. Safety Committee.** There shall be a permanent safety committee of not less than one employee selected by the bargaining unit and one from the administration. This committee shall investigate, discuss and submit recommendations calculated to relieve any unsafe working conditions that may exist. They shall investigate and recommend ways and means of providing for the health and welfare of the employees. Recommendations shall be submitted to the Superintendent and the Board. It is agreed that reasonable efforts will be made to improve any unfavorable conditions which the committee may call to their attention.

**Section 4. Uniforms.** The District shall provide and maintain uniforms for all bargaining unit employees. During the 2015-2016 school year the District will provide every bargaining unit employee with five (5) shirts and five (5) pants, and a minimum of two (2) shirts and two (2) pants yearly, thereafter. After consultation with the Union, the District will purchase employee uniforms.

**Section 5.** Employees shall be subject to a District drug testing policy only if such policy applies to all District employees, including certified staff.

**Section 6. Equipment/tools:** The District will provide the following tools for custodial use in order to perform their job efficiently and effectively: a hammer, screw drivers, ratchet set and wrenches.

**Section 7. Email Access:** All custodial and maintenance staff shall be given an email address and the District shall provide access to a computer in each building to check school email.

**Section 8. Attendance Incentive**

- A. All employees having perfect attendance will receive a \$75.00 per quarter incentive bonus.
- B. To be eligible for the perfect attendance incentive employees must not have called off from work within the semester. Vacation days will not be utilized against the employee in the determination of the perfect attendance incentive. Incentive checks will be issued after each quarter.

*pw*

**ARTICLE XXI**  
**NON DISCRIMINATION**

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

**ARTICLE XXII**  
**SALARY SCHEDULE**

**Section 1.** All employees subject to this Agreement shall be paid in accordance with the salary schedules which is attached hereto as Exhibit A and incorporated herein by reference, with the following increases:

2% for July 1, 2015-June 30, 2016  
2% for July 1, 2016-June 30, 2017  
2% for July 1, 2017-June 30, 2018  
2% for July 1, 2018-June 30, 2019  
2.25% for July 1, 2019- June 30, 2020

**Section 2.** The initial compensation of all newly hired employees shall begin at the lowest step of the employee's starting job classification.

**Section 3. Promotions:** Employees shall receive a ten percent (10%) increase in pay for those employees who are promoted from Custodian to Head Custodian and Head Custodian to Maintenance. Employees who are promoted from Head Custodian to Maintenance Assistant and from Maintenance Assistant to Maintenance shall receive a five (5%) increase in pay.

**Section 4. Salary Step System:** The District currently has a salary Step System (Appendix A), in which employees receive an additional salary increase at 0-3 years, 3-6 years, 7-9 years, 10-12 years and 13-15 years of service. These increases are in addition to the across the board pay increase noted in Section 1 above. All employees during the term of this agreement who have or will reach ten (10) years of service shall remain on the Salary Step System and will continue to advance through the salary steps on the pay scale. All employees hired after the ratification of this Agreement shall not be placed on the Salary Step System, but shall be paid at the starting rate indicated below and will only receive all negotiated annual pay increases.

<u>Classification</u>	<u>Salary Starting Rate</u>
Custodian	\$37,988
Head Custodian	\$45,603
Maintenance Assistant	\$41,784
Maintenance	\$49,400

*fw*

**ARTICLE XXIII**  
**DURATION AND TERMINATION**

This Agreement shall be in effect from the date of execution hereof, July 1, 2015 through June 30, 2020 and from year to year hereafter unless either party gives written notice ninety (90) days prior to the termination date of the Contract of its desire to modify or terminate this Agreement. Negotiations between the parties shall commence no later than sixty (60) days prior to the termination of the Agreement, provided notice was served pursuant to this section.

**ARTICLE XXIV**  
**NO-STRIKE CLAUSE**

During the term of this Agreement, neither the union nor its agent nor any employee for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the Board. The union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this article to return to work. The District shall not lock employees out during the term of this Agreement.

IN WITNESS WHEREOF, the Board, through its duly authorized agent, and the Union, through its duly authorized representation, have executed this as of the \_\_\_\_ day of October, 2015.

**LOCAL NO.73, SERVICE EMPLOYEES  
INTERNATIONAL UNION**

**BOARD OF EDUCATION OF SCHOOL  
DISTRICT 89**

By: Chris Boardman  
Its: SEIU Local 73 President

By: Vernicia Baniella-Lopez  
Board President

Frenda Woodall  
SEIU Local 73

Brian J. Miller  
Brian Miller, Sr. Committee

Jonathan Patterson  
Jonathan Patterson (JP), Committee

Edgar Walker  
Edgar Walker, Committee