



Negotiated Agreement

Between

Arlington Heights School District 25

Board of Education

And

Service Employees International Union, Local #73

2013-2018



## AGREEMENT

THIS AGREEMENT, made and entered into as July 1, 2013 through June 30, 2018 by and between the BOARD OF EDUCATION OF SCHOOL DISTRICT 25 of Illinois, hereinafter referred to as the "Board" and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #73, hereinafter called the "Union".

## WITNESSETH

THAT WHEREAS, the Union recognizes that the Board has the full and exclusive responsibility and obligation of providing this quality education for the children of District 25 and of carrying on vital and continuous programs in the field of education for the benefit of both the children and the community at large, and

WHEREAS, it is not intended by the parties to modify any of the discretionary authority vested in the Board by the Statutes of the State of Illinois and the Constitution of the United States, and

WHEREAS, the Board recognized the Union as the exclusive bargaining representative for the personnel covered by the Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement respect and promote the said responsibility and obligation of the Board, as well as the interest of its personnel covered by the Agreement, avoid interruptions and interferences with the Board's services to the children of District 25 and its programs; and set forth herein rates of pay, hours of work, and certain specified conditions of employment for the personnel covered by the Agreement.

### I. Recognition

#### A. Exclusivity

The School District recognizes the Union as the sole and exclusive bargaining representative for its employees in the custodial maintenance departments. For purposes of this Agreement, employees shall include all full time employees regularly scheduled to work 40 hours per week, all part time employees regularly scheduled to work at least 15 hours per week, and individuals employed as building attendants and/or substitutes regularly scheduled to work more than 15 hours per week. Regularly scheduled is defined as working at least 15 hours per week for 9 or more consecutive pay periods. Excluded from this representation are supervisors, managerial, confidential, short-term employees and students as those terms are defined by the Illinois Educational Labor Relations This statement does not exclude any employee from voluntary Union membership.

#### B. Notification

The Union will keep the School District informed concerning current officers and representatives of Local #73. Within five (5) days of each election the Union Steward shall forward a list of the current representatives identifying their positions to the Assistant Superintendent for Personnel and Planning and the Director of Facilities Management.

## **II. Union Security**

### **A. Nondiscrimination**

The employer agrees that it will not discriminate against any employee because of his or her affiliation with the Union, nor will the employer in any way discourage any employee from joining the Union and/or discriminate because of legitimate Union activity. The employer further agrees to inform all new employees, hired after the signing of this Agreement, that Local # 73 Service Employees International Union, AFL-CIO is the exclusive bargaining representative of all employees in the unit and that all matters of grievance must be handled through the procedures required by this Agreement.

### **B. Union Dues**

The employer agrees to deduct regular monthly dues and initiation fees uniformly as a required condition of the Union membership from the wages of the employees who become or are Union members and remit them to the Union, providing the employee signs and submits to the School District a written authorization to deduct dues.

### **C. Fair Share**

No employee shall be required to join the Union as a condition of employment. However, during the term of this agreement, all non-union members covered by this agreement shall be required to pay a fair share fee, proportionate to the cost of the collective bargaining process and contract administration, to the Union. The Union shall certify the fair share amount to the Board by July 1 in conformity with the Illinois Educational Labor Relations Act, its regulations and case law. The Union shall further certify the names on non-member employees subject to fair share. Such fair share shall then be deducted by the Board from the earnings of those non-member employees identified by the Union.

The Union agrees to assume full responsibility to ensure full compliance with the requirements of the Illinois Educational Labor Relations Act, its regulations and case law. It is specifically agreed that any dispute concerning the amount of the fair share fee as set forth above shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Non-members who object to this fair share fee based upon bonafide religious tenets or teachings shall contact the Union in writing with their objection. The union will follow the rules established by the Illinois Education Labor Relations Board in regards to the objection.

### **D. Indemnification**

The Union shall indemnify the District and hold it harmless against any and all claims, demands, suits, legal costs or other forms of liability, monetary or otherwise, arising out of, or by reason of, any action taken by the District at the direction of the Union for the purpose of complying with the provisions of this Article.

**III. Local 73**

**A. Bulletin Board Access**

Local 73 shall have access to a bulletin board conveniently located for posting of meeting notice and other information of interest to its members.

**B. Training**

There shall be at least eight (8) hours of in-service training each year for Facilities Department Personnel of this School District. The dates, times and subjects shall be determined by the administration of the School District.

**C. Training Compensation**

Employees required by the Employer to attend training sessions shall be compensated for attendance plus any travel, lodging and meal expenses in connection thereto. All expenses must be pre-approved by the Director of Facilities.

**D. Labor Management Meetings**

Labor Management meetings shall be scheduled at the request of either party. Request for up to one per month must be honored, with no less than one per quarter required.

#### **IV. Management Rights**

The parties understand and agree that the management of School District 25, the control of the premises and the direction of the working force are vested exclusively in the Board and includes, but is not limited to, the following: The right to select, hire, transfer, promote, suspend, demote, discharge, assign, supervise, and discipline employees; to determine and change starting time, quitting time, and shifts, and the number of hours to be worked by employees; to determine staffing patterns, including, but not limited to, the assignment of employees as to numbers employed, duties to be performed, qualifications required and areas worked; to make rules and regulations with respect to employees covered by this Agreement; to determine policies and procedures with respect to the establishment, management and conduct of its schools; to determine or change the methods and means by which its operations are to be carried on; to carry out all ordinary functions of management, whether or not exercised by the Board prior to the execution of the Agreement, subject only to the provisions expressly specified in this Agreement.

## **V. Employment Conditions**

### **A. Vacancies**

1. A job will be considered vacant when the employee holding the job has quit, is discharged, demoted, promoted, transferred, or when it is a newly created job. Vacations and other approved leaves do not constitute a vacancy and may be filled on a temporary basis.
2. Hours in excess of 40 per week, not including emergency callbacks or snow plowing, performed by any bargaining unit member due to the temporary absence of another bargaining unit member shall be paid as overtime pay.

### **B. Full Time Job Openings**

1. When full time job openings occur, they will be posted on the internal web-based job posting system. Individuals that express an interest in being notified each time a position is posted may sign up for an email list serve. Those that sign up will be automatically notified by email that a position has been posted. The notice will describe the position and advise that applications will be accepted. This notice shall specify the final date for receipt of applications. A minimum of five (5) workdays from the date of notification will be allowed for responses.
2. An employee interested in an open position must submit a letter stating such and a resume by 4:00 PM of the day specified on the notice.
3. Initial screening of applications will be done by the Personnel and Planning Office to verify completeness and appropriate qualifications.
4. First round interviews will be conducted by a committee consisting of up to two staff members from the bargaining unit and two administrative staff members. This committee will recommend preferred candidates.
5. Final interviews will be conducted by the Director of Facilities Management and other appropriate individuals as determined by the Director of Facilities Management. This committee will recommend the individual to be hired to the Office of Personnel and Planning.
6. It shall be the practice, if an applicant demonstrates the ability to perform the required work, and if the position is covered by this agreement, to promote from the ranks of present employees.
7. If, upon review of candidates, the Administration feels that a selection may be made from the internal applicants, the interview process may be shortened and include only internal applicants.
8. Any employee not appointed to a vacancy for which he has applied may submit a written request for reasons on non-appointment within five (5) working days after notice of appointment has been provided.
9. The successful bidder shall be given a probationary period of ninety (90) calendar days in the new position. The employee shall be provided, during this period, with a written evaluation of the adequacy or inadequacy of performance. Should the performance in the job be rated unsatisfactory, the person will be returned to his former position.

### **C. Probationary Period**

1. All new employees shall be considered on a probationary or trial basis for a period of one hundred and twenty (120) calendar days.
2. At the conclusion of the trial period, if the new employees performance is considered marginal, management may extend the probationary period an additional sixty (60) calendar days and so certify to the Union on an individual basis.

**D. School District Seniority**

1. The seniority of a new employee shall be established at the conclusion of the probation period and shall begin as of the most recent date hired.
2. School District seniority is defined as the length of an employee's continuous employment by the School District.
3. All seniority shall be terminated:
  - a. When an employee is discharged for cause.
  - b. When an employee quits.
  - c. When an employee fails to report for work after a layoff, when properly notified in accordance with this agreement.
  - d. When an employee is laid off for a period of more than one year.

**E. Seniority Lists**

1. The School District will furnish to the Union two (2) copies of the current list of employees which shall include the employee's name, hiring date and classification.

**F. Transfers**

1. Any employee interested in transferring to a similar position must submit a letter stating such to the Director of Facilities Management. These requests will be approved only when they are in the best interests of the District.
2. Employees temporarily assigned or temporarily transferred to a lower paid job shall receive their regular rate of pay.
3. Employees, excluding Utility Maintenance, temporarily assigned or transferred to a higher paying job shall receive the higher rate of pay after (10) consecutive working days.

**G. Layoff and Recall**

1. When reduction in forces is necessary due to reasons of economic necessity or organizational efficiency or decline in enrollments and/or school closings, employees shall be laid off in accordance with District seniority; that is, the employee with the least District seniority shall be laid off first, etc. In the selections of employees for layoff, the School District shall retain those employees with the greatest seniority provided they demonstrate that they are properly qualified and physically and otherwise able to effectively perform the available work.
2. Whenever any employee is to be laid-off the District shall notify the Union at least two months in advance. A written notice shall be given to the employees by registered mail, return receipt requested, at least sixty (60) days before the end of the school term, together with a statement of honorable dismissal and the reason for the honorable dismissal.
3. Laid-off employees shall be recalled in accordance with seniority, that is, the employee with the greatest seniority shall be rehired first, provided they demonstrate that they have the ability and are physically able to perform the duties of the job that is open. When recalling laid-off employees, the School District will notify them by certified mail at the last known address. If such employees do not notify the school District within ten (10) days from the mailing date of such notice that they will report for work on the date specified, or give reasonable and acceptable reasons for unavoidable delay beyond such time, they shall be considered as having quit and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the School District may call the next employee in line. He (she) will be given a minimum of five (5) days work, after which the previously called person could come in to work.

## **VI. Hours of Work**

### **A. Full Time Positions**

#### **1. Standard Work Hours:**

##### **a. Work Day**

1. The work day shall be eight (8) hours per day.
2. Hours in excess of eight (8) regular time hours per day shall be paid as overtime.

##### **b. Work Week**

1. The work week shall be forty (40) hours per week, eight (8) consecutive hours per day, Monday through Friday.
2. Hours in excess of forty (40) regular time hours per week shall be paid as overtime.
3. Employees shall normally work Monday thru Friday unless an alternate schedule is mutually agreed upon. In such a case, time worked on Saturday and Sunday will be at straight time, unless overtime rates apply.
4. Hours worked on holidays shall be paid at time and one half plus Holiday Pay.

##### **c. Starting Times**

#### **1. Work Shifts**

- a. 1<sup>st</sup> Shift           6:30 am to 3:00 pm
- 2<sup>nd</sup> Shift           2:45 pm to 10:45 pm

When necessary to have one full-time custodian in a K-5 school for short-term absences, the 2<sup>nd</sup> shift middle school custodians may be assigned to work at a K-5 building. Such assignments will be rotated equitably among the second shift custodians.

#### **b. Maintenance, Utility Maintenance & Shipping & Receiving**

- 1<sup>st</sup> Shift           6:30 am to 3:00 pm
- 2<sup>nd</sup> Shift           3:00 pm to 11:00 pm

#### **2. Shift Assignments**

##### **a. Facility Operation Manager**

Individuals employed in a FOM position as of 7/1/08 shall normally be assigned to 1<sup>st</sup> shift. Individuals hired into a FOM position after 7/1/08 will be assigned to any shift based on the needs of the District as determined by Administration.

##### **b. Maintenance & Shipping & Receiving**

Shall normally be assigned 1<sup>st</sup> shift

##### **c. Utility Maintenance**

Will be assigned to any shift based on the needs of the District as determined by the Administration

##### **d. Custodian**

Shall normally be assigned to 2<sup>nd</sup> shift

#### **3. Summer Hours**

Summer hours will be determined by the Director of Facilities Management.

#### **4. Lunch Break**

- a. Day Shift starting prior to 12pm – Unpaid half hour lunch
- b. Afternoon Shift starting at or after 12pm – Paid half hour lunch requiring custodian to remain in the building
- c. Night Shift - Paid half-hour lunch requiring custodian to remain in the building.
- d. All lunches shall be between the 4<sup>th</sup> and 6<sup>th</sup> hour of work
- e. Lunch should not be taken during the student lunch period unless the building is covered.



## 2. Flexible Shift

Employees may be required occasionally to adjust their workdays and workweek to perform some temporary assignments. These temporary assignments may include snowplowing, cutting grass, maintenance repairs in usually occupied spaces, pesticide application, asbestos work, work that requires shutting down electric, water or gas services and other similar circumstances. The flexible hours may only apply to assignments, which do not require immediate attention, do not have fixed schedules and do not include temporary assignments to other established positions. These assignments and times will be discussed between the supervisor and employee to determine a mutually satisfactory time to perform the temporary assignments.

## 3. Overtime

Custodial and Maintenance personnel are all hired with the mutual agreement that overtime is necessary. Overtime will be offered on a voluntary basis, except in emergency situations or when unsafe conditions exist. There shall be no pyramiding of overtime. Overtime will be distributed based on c. below.

- a. Hours in excess of eight (8) regular time hours and fewer than twelve (12) hours per day shall be paid at time and one-half. Hours in excess of twelve (12) hours per days shall be paid at double time.
- b. Emergency Call-Backs
  1. Emergency call-back-time shall be 3 1/2 hours for overtime except when it is continuous with working hours. Multiple call-backs occurring within the 3 1/2 hour period will be considered part of the original call-back. Extended time will apply as actual hours worked.
  2. Employees receiving and responding to a telephone call relating to the immediate operations of the District from a District Administrator or District Agent (Alarm, Police, Fire) outside their shift or during planned time off (vacation days, holidays) will be paid ½ hour of overtime, not available for compensatory time.
  3. Employees receiving a text message relating to the immediate operations of the District from a District Administrator or District Agent (Alarm, Police, Fire) outside their shift or during planned time off (vacation days, holidays) will be paid ½ hour of overtime, not available for compensatory time, if the employee responds with useful information in a timely manner.
- c. Overtime Distribution
  1. A list will be generated of volunteers for regularly scheduled building use when the outside group is required by Board policy to pay the higher hourly attendant rate.
  2. Everything else will first be offered to the employees that work in that building where the overtime is required, then it will be offered to the most senior employee and so on down the seniority list.
  3. After an employee has an opportunity to work overtime he/she is then moved to the bottom of the list to rotate the overtime opportunities throughout the staff.
  4. If an employee turns down overtime, where at least 8 hours of prior notice has been given, more than 3 consecutive times then that employee is left at the bottom of the list for one full year.
  5. Management reserves to right to not use the seniority list if a situation calls for the skills of a specific individual or if time is of the essence.

4. For the purpose of determining benefits, all those individuals who work thirty (30) or more hours per week shall be considered as benefited employees and shall be entitled to all District insurance and leave benefits described herein.

**B. Part Time Positions**

1. Work Day: As required.
2. Work Week: Part time custodians shall be paid at the regular straight time rate for all hours worked, except for those worked over 40 regular time hours and/or on holidays which shall be paid at time and one half as defined in the contract

**C. Rest Periods**

Employees shall be permitted rest periods in the amount of fifteen minutes for each four (4) hours worked, normally to be taken in the middle of each four (4) hours of a shift.

**D. Compensatory Time**

1. An Employee may elect to receive compensatory time at time and one half when working overtime. The administrator shall keep records of such time approved for and used by employees specifically responsible to him or her in a given fiscal year. To use accrued compensatory time, an employee must have approval from the appropriate administrator second shift employees must e-mail, voicemail or fax the Facilities Office prior to leaving. An employee must take compensatory time as close to the time it was earned as is practicable insofar as the workload of the department permits and personal plans can be made. Compensatory time will not be accumulated and carried over from one fiscal year to the next except in unusual circumstances and with permission of the administrator. An administrator may not deny use of compensatory time in such a way that it is impossible for the employee to use it before the end of the fiscal year.
2. An employee may not accumulate more than twenty-four (24) hours of compensatory time. Hours in excess of twenty-four (24) shall be paid to the employee.

**VII. Leaves**

**A. Vacation Policy**

1. Vacation days will be awarded one time per year on July 1 to all benefited employees.
2. If on June 30 an employee has completed less than one year of service, the amount of vacation earned is .835 times the completed months of service rounded to the nearest full day. All other vacations are to be determined by full years of service. For purposes of awarding vacation, an employee who has completed over one year shall be considered to have completed an additional year of service when the partial year is six or more months as of June 30.
3. Vacation due when leaving the employment of the District is to be prorated at the current earning level and added to the end of the employment period. Earning of additional vacation days during this period are to be calculated once and added to the vacation earned.
4. Vacation will not be granted, except with extenuating circumstances, during the following periods:
  - a. the week before school opens.
  - b. the first week of school.
  - c. the last week of school.
  - d. the first partial and full week of summer.
5. Custodial vacation during the school session will be limited to:
  - a. two custodians at a time.
  - b. a maximum of two weeks per custodian per school year of reserved vacation time. Reserved vacation during the school year will be scheduled one time per year. In case of conflicting requests, vacation shall be awarded on the basis of seniority.
6. All facilities employees shall submit vacation requests to the Office of the Director of Facilities Management according to the following notifications requirements:

<u>Vacations Requested</u>	<u>Notification Required</u>
1/2 - 1 day	3 work days
2 days	5 work days
3-5 days	10 work days
6-10 days	20 work days

Employees shall be given written notice of approval of desired vacation period as soon as possible, but not more than seven working days after receipt of an application properly submitted by the employee. Except for reserved vacation time, vacation requests will be considered in the order in which they are received and approval shall be final when given. When a conflict arises between any two or more pending vacation applications, approval of the applications shall be made on the basis of seniority.

7. All vacation requests must be approved by the Office of the Director of Facilities Management and may not be unreasonably denied. However, requests may be denied due to scheduling and staffing requirements.
8. Accumulation and carryover of vacation from year-to-year is to be limited to 10 days.
9. **Employees hired prior to July 1, 2003**

Years of Service	6	7	8
Days Earned	17	18	20

**Employees hired after July 1, 2003**

Years of Service	1	5	10
Days Earned	10	15	20

## **B. Personal Business**

The Board shall grant three days yearly at full pay, which may be used, for urgent personal business to benefited employees. Urgent personal business involves situations beyond the ordinary and with real importance or urgency which cannot reasonably be controlled, or in which it may be unreasonable to expect matters to be accomplished at time other than school hours. While it is the intent of the administrator to rely primarily on the certification of employees as to the use of such days, the administrator reserves the right to make the final decision in all cases as to the approval or disapproval of such absence. Except in the case of emergency, advance notice of the necessity for personal leave shall be given to the employee's immediate supervisor as soon as possible. Such leave shall be noncumulative. The day immediately preceding, or immediately following the legal holiday, or vacation shall not be recognized as a personal leave day except in case of emergency or religious holiday. Unused personal business days will automatically be converted into sick days and will be allowed to accumulate in accordance with VII C.

## **C. Sick Leave**

1. Each benefited employee shall be entitled to a total of fifteen (15) sick days with full pay per year. Such sick leave shall be accumulative to 240 days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.
2. Employees who have been absent due to illness for three (3) consecutive days may be required to furnish a doctor's certificate to the Supervisor of Business Services and/or HIPAA Officer before returning to work.
3. Employees, where a question exists on their fitness for duty, may be required to furnish a doctor's note certifying their fitness for duty to the Supervisor of Business Services and/or HIPAA Officer before returning to work.
4. Sick leave shall be taken in increments no less than 1/2 days. If an employee needs to leave work before the completion of their shift, they can make-up the time within that pay period.

## **D. Sick Leave Bank**

An SEIU Sick Leave Bank was established during the 2006-2007 school year. All those individuals continuously employed and eligible for sick leave benefits as of July 1, 2012 are vested members of the SEIU Sick Leave Bank. All other individuals become members of the SEIU Sick Leave Bank upon date of employment. As of July 1, 2012 the opening balance of the SEIU Sick Leave Bank was established to be 497.50 days.

1. An SEIU Sick Leave Bank Committee will act in all matters that concern the policies and the administration of the SEIU Sick Leave Bank and report its decisions in writing to the Assistant Superintendent of Personnel and Planning prior to any payment for extended sick leave. The committee shall be made up of the SEIU Business Agent, three union stewards of local 73, the Supervisor of Business Services, and one district representative (appointed by the Superintendent).
2. Employees will enroll in the SEIU Sick Leave Bank by donating one sick day to the Bank at the beginning of each fiscal year (7/1 – 6/30) for five years. These days will be automatically deducted from the employee's sick day entitlement. Employees who are not eligible for sick leave benefits are not entitled to membership in the SEIU Sick Leave Bank.

3. The intent of the SEIU Sick Leave Bank is to provide extended sick leave to those members who experience an extended absence due to the employee's own prolonged illness or hospitalization, or the prolonged illness or hospitalization of an employee's immediate family member. For the purpose of this policy, "immediate family member" shall be defined as spouse, children (or other dependents living in your home), parents, parent-in-laws, son-in-law, and daughter-in-law. The Sick Leave Bank shall not be available for use in conjunction with any illness due to elective surgery or cosmetic surgery. The SEIU Sick Leave Bank shall not be available for the purpose of normal childbirth and/or maternity leave. In order to be eligible to draw from the Bank, a member must:
  - a. Be a contributor to the Bank.
  - b. Present a doctors certificate of continuing illness, including date that they are anticipated to return to work.
  - c. Have used all of his/her accumulated sick leave and all other available compensation days (i.e. personal business days, vacation days, comp time, etc).
  
4. A maximum number of days available annually to an eligible member shall be as follows:

<u>Number of years as a contributor</u>	<u>Number of available days</u>
4 or less	up to 10
5+	up to <u>30</u>

Three hundred and sixty-five days must pass from their last day of access or full utilization of their maximum allotment before an additional application can be made to the SEIU Sick Leave Bank. Upon a doctor's release to return to work, any unused days granted to the employee shall be returned to the SEIU Sick Leave Bank.

5. Should the total number of days in the SEIU Sick Leave Bank ever fall below 50 days, representatives from the SEIU and the School District shall meet to assess the viability of the Sick Leave Bank and the potential need for additional days to be contributed by members of the SEIU Sick Leave Bank.
6. It shall be noted that any medical documentation required herein is requested at the direction of the SEIU Sick Leave Bank Committee for the purpose of determining eligibility for sick leave bank benefits only. The School Board of District 25 reserves the continued right to request any medical documentation it deems necessary, and/or to require employees to submit to medical examinations, subject only to any limitations existing under applicable law.
7. The SEIU Sick Leave Bank Committee following the procedures outlined above shall have the sole right to determine how SEIU Sick Leave Bank days shall be utilized and in addition shall indemnify and hold harmless the School Board of District 25 from any and all claims arising from any and all decisions by the SEIU Sick Leave Bank Committee in relation to the use or denial of use of the SEIU Sick Leave Bank. This obligation to hold harmless shall only be applicable if the District gives the Sick Leave Bank Committee written notice within fifteen (15) days of receipt of any charge, lawsuit or claim arising under this article.
8. Member employees who have exceeded their maximum sick leave day accrual (that can be carried over into the next fiscal year) as of June 30th will automatically have excess days donated to the SEIU Sick Leave Bank.

9. Directions for accessing the SEIU Sick Leave Bank: An eligible District 25 Sick Leave Bank member who has used all sick days, personal days, vacation days, and comp time, may request days from the Sick Leave Bank by contacting the Supervisor of Business Services at (847) 758-4915 for an application for Sick Leave Bank days. The application is also available on the district's internal web site. Upon receipt of an application, the Sick Leave Bank Committee will convene within five business days to review the request and determine whether or not to grant the request for Sick Leave Bank days. The Committee Chairperson will contact the employee, the Benefits Department, and the Assistant Superintendent for Personnel and Planning of the Committee's decision.

**E. Bereavement**

Reasonable time at full pay (usually not to exceed four (4) days) by special arrangements with the Director of Facilities Management shall be granted for funeral leave in addition to provisions specified in Section 1 of this article to benefited employees.

1. Immediate family or household (including step-children) of an employee and/or spouse, two (2) days plus reasonable travel time not to exceed two (2) days. In special cases when additional time is needed, the Board shall allow the use of sick leave days.
2. Brothers, sisters, grandparents, grandchildren, step-grandchildren, guardians, uncles, aunts, and cousins, of the first degree of the employee and/or spouse, two (2) days plus reasonable travel time not to exceed two (2) days.

**F. Jury Duty**

The Board shall pay the regular salary to benefited staff members called to serve as jurists or subpoenaed to appear before legal and review panels as witnesses.

**G. Reserve Duty**

The District shall comply with all State and Federal Laws regarding Reserve Duty Leave.

**H. Educational Leave**

A benefited staff member in the facilities department may request an unpaid leave of absence of up to one calendar year for the purpose of attending a course of study in any post high school academic or vocational training program. To qualify for such leave the applicant should state their intention of returning to the District at the conclusion of the study program. The employee shall be terminated if he/she accepts a position with another employer while on such leave.

**I. Injury on the Job**

1. Any employee injured while working for the School District who qualifies for Worker's Compensation, will receive full salary for the first twenty (20) working days missed because of the injury, without deduction from the injured employees accumulated sick leave. Any compensation received from Worker's Compensation shall be returned to the School District.
2. If the employee is disabled more than twenty (20) days, he may return his Worker's Compensation to the School District and draw upon his accumulated sick leave, or accumulated vacation. In either case, the injured employee will be deducted one (1) sick day for every three (3) days missed until he/she returns to work or depletes all available leave.

3. After three (3) days of absence because of an accident, an employee must present a doctor's statement stating that he is unable to work and the approximate date of return unless the accident is so serious he is physically unable to do so.

## **VIII. Employee Benefits**

### **A. Health Insurance**

Health insurance benefits will be the same as provided in the Arlington Teacher's Association contract.

### **B. Life Insurance**

Term Life Insurance equal to \$50,000 shall be provided by the District at no cost to benefited employees.

### **C. IMRF**

The employees compensation program of this Agreement conforms with recent rulings of the Internal Revenue Service allowing the Board of Education to pick up part or all of an employee's contribution to the Illinois Municipal Retirement Fund. Should there be any changes in these rulings, it is agreed that the Board of Education will not incur the tax liability of any employee.

### **D. Retirement**

1. For the purpose of determining benefits, all those individuals who work thirty (30) or more hours per week shall be considered as benefited employees and shall be entitled to all District insurance and leave benefits described herein. Any benefited employee with eight (8) or more years of service with School District 25 and at least fifty-five (55) years of age, may have the option of paying for whatever medical insurance plan the District carries, upon retiring.
2. This article does not include Life Insurance.
3. The School District's insurance carrier must approve the coverage.

### **E. Holiday Pay**

1. All benefited employees will receive pay for Board approved Holidays which fall during regular working schedules, equal to the average number of hours scheduled per day during the pay period in which the holiday falls. The Superintendent will establish, on a yearly basis, the specific holidays that are provided to this bargaining unit. The bargaining unit shall receive a minimum of twelve holidays annually. This pay shall be computed at the regular straight time rate. Averages shall be rounded off to the nearest one-quarter (1/4) hour amount.
2. To qualify for holiday pay, a benefited employee must be present on the last workday before the holiday and the first work day after the holiday unless he has received previous permission.
3. Employees required to report to work on a holiday but who fail to report for and perform such work shall not be entitled to any holiday pay.
4. Employees who work on a holiday shall be paid at time and one half (1 1/2) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in addition to any regular base pay for holidays not worked.

### **F. Tuition Reimbursement**

A benefited staff member in the Facilities Management Department may request reimbursement of up to \$600 per year for the cost of tuition to complete any work related course, workshop, or seminar designed to increase skills and knowledge pertaining to job assignment that has been pre-approved by the Director of Facilities Management. Submission of a receipted tuition bill and a minimum grade of B or better must be attained if a letter grade is given. If no letter grade is given a completion certificate will be necessary before the cost is reimbursed. Reimbursement will be dependent upon a



signed written agreement that the employee will repay the reimbursement amount to the District if the employee voluntarily terminates employment within 6 months of the reimbursement date.

**G. Credit Union**

Credit Union membership is available. Employee requests for deductions or changes in deductions must be filed in the Business Office, in written form, at least the (10) school days prior to payday of the first deduction or change in deduction.

**H. Uniforms**

1. All full-time employees will be provided five (5) pairs of pants, five (5) long sleeve shirts, and five (5) short sleeve shirts.
2. Replacement items will be provided based upon return of old or worn items.
3. Full-time custodial and maintenance employees have \$125 per year to purchase work boots and outerwear.
4. All uniforms must be selected from the District provided list and ordered annually through the District.
5. Employees who resign and/or are terminated must return their uniforms to the Facilities Office.

**IX. Wage Schedule for the 2013-14 to 2017-18 school year shall be as follows:**

**A. Full Time Wage Scale**

**1. Schedule**

**I. Custodian, Floating Custodian, & Shipping/Receiving**

Level 1	\$29,800
Level 2	\$30,694
Level 3	\$31,615
Level 4	\$32,563
Level 5	\$33,540
Level 6	\$34,546
Level 7	\$35,583
Level 8	\$36,650

**II. Facility Operation Manager**

Level 1	\$34,840
Level 2	\$35,885
Level 3	\$36,962
Level 4	\$38,071
Level 5	\$39,213
Level 6	\$40,389
Level 7	\$41,601
Level 8	\$42,849

**III. Group III Maintenance**

Level 1	\$38,070
Level 2	\$39,212
Level 3	\$40,388
Level 4	\$41,600
Level 5	\$42,848

**IV. Group IV Maintenance**

Level 1	\$39,570
Level 2	\$40,757
Level 3	\$41,980
Level 4	\$43,239
Level 5	\$44,536
Level 6	\$45,872
Level 7	\$47,249
Level 8	\$48,666

**2. Full Time Wage Language**

- a. The parties recognize that the above schedule represents the salary schedule for all new bargaining unit employees.
- b. Middle School Facility Operation Managers hired after 7/1/03 will receive a stipend of \$1,000. Middle School Custodians hired after 7/1/03 will receive a stipend of \$1,000 to compensate for short-term assignments per Section VI.A.1.C.1.a.
- c. The schedule will remain the same for the life of the contract.
- d. For 2013-14 through 2017-18, salaries beyond the schedule will increase by 2% for all positions.
- e. Newly hired employees may be placed on the salary schedule based on outside experience and skills.
- f. **Salary Increases**
  - 1. Level or salary increases take effect on July 1 of each year. Employees with at least six months of service with the District on July 1<sup>st</sup> are eligible to advance a level. Employees with less than six months of service on July 1<sup>st</sup> shall not be eligible to advance.
  - 2. Level or salary increases are dependent on a "meets expectation" rating on the annual performance evaluation. If no performance evaluation is completed by July 1<sup>st</sup>, the level or salary increase is automatic. Employees who receive an unsatisfactory evaluation will not receive a salary increase until they receive a "meets expectation" rating on a subsequent evaluation. Such employees shall be evaluated every three months.

- g. Employees that are promoted between categories will receive a 10% pay increase.

**B. Part Time Wage Schedule**

Part time employees shall be paid by the hour. They do not accrue seniority or vacation. Their pay shall increase at the same percentage as the full time employees.

1. Part Time

- a. Beginning salary of \$13.00 per hour for custodians.
- b. Salaries on July 1 of each year will be increased by 2%. Only employees with 6 months of service as of July 1 are eligible for this increase.

**C. Grouping by Position**

<b>GROUP</b>	<b>POSITIONS</b>
PT	Part time
I	Custodian, Floating Custodian & Shipping/Receiving
II	Facility Operation Manager
III	General Maintenance, Utility Maintenance & Grounds Maintenance
IV	Maintenance-HVAC & Maintenance-Electrical

**D. Longevity Stipend**

Persons hired before 7/1/92 will receive a \$400 stipend each July 1st .

## **X. Grievance Procedure**

### **A. Definition**

1. A grievance is defined as any controversy between the School District and any employee covered by this Agreement, which relates to a violation of any specific provision of this Agreement.
2. For the purpose of representation in negotiations and in the grievance procedure, the School District recognizes the Union Grievance and Negotiation Committee of six (6) members or Stewards.
3. Should any difference arise as to the meaning or application of any of the provisions of this Agreement, the grievance shall be processed in accordance with the following procedure, it being mutually agreed that an earnest effort shall be made by both parties predicated upon the exercise of good faith to settle such differences as expeditiously as possible pursuant to such procedure.

### **B. Step One**

Any employee with a grievance, as defined by the provision of this article, shall within ten (10) working days of the occurrence of the violation submit the grievance in writing to the Director of Facilities Management. The Director of Facilities Management shall convene a meeting within ten (10) working days of receiving the grievance. The employee may be accompanied by the Union Steward and/or duly authorized Union Representative in this or any other level of the grievance procedure. The Director of Facilities Management shall submit a report in writing to the grievant within five (5) working days of the meeting.

### **C. Step Two**

If the grievance is not settled satisfactorily in step one, the Union Steward shall within (5) working days after the receipt of the written report from Step One, submit a written request to meet with the Assistant Superintendent for Business. The Assistant Superintendent for Business or designee shall meet with the involved parties at a mutually satisfactory time within five (5) working days after the receipt of the request. The Assistant Superintendent for Business or designee shall conduct the meeting and shall submit a report in writing to the Union Steward within five (5) working days of the meeting.

### **D. Step Three**

If the grievance is not settled in Step Two, the Union Steward may, within five (5) working days after the receipt of the written report from Step Two, submit a written request to meet with the Superintendent of School District 25.. The Superintendent shall meet with the involved parties at a mutually satisfactory time within ten (10) working days after receipt of the request. The Superintendent shall conduct the meeting and shall submit a report in writing to the Union Steward within ten (10) working days of the meeting.

### **E. Step Four**

If the grievance is still not satisfactorily settled in Step Three of this procedure, it may be submitted by the Business Representative of the Union to the Board of Education of School District 25, to be considered at the next regular meeting's Closed Session. Within thirty (30) days of that meeting, the Superintendent of School District 25 will notify the Union in writing of the Board's decision.

**F. Step Five**

If the grievance is not resolved satisfactorily in Step Four, within fifteen (15) days of receipt of the Step Four response, the Union may submit to the American Arbitration Association and Superintendent a written request, on behalf of the union and the grievant, to enter into final binding arbitration. The rules of the American Arbitration Association will govern the arbitration. Expenses of arbitration shall be borne equally by the Union and the School District.

## **XI. Disciplinary Procedures**

### **A. Procedures**

No employee who has completed his probationary period may be discharged or disciplined without just cause. All Discipline will be progressive in nature and processed in a timely manner. Employees shall have the right to Union representation at any meeting held to investigate or implement disciplinary action. The following steps shall be taken when an employee engages in unsatisfactory job performance, including, but not limited to, misconduct or insubordination that, in the judgment of the immediate supervisor, is remediable. For serious offenses, suspension may be the first step, or the employee may be immediately terminated with the approval of the Director of Facilities Management and the Assistant Superintendent of Personnel and Planning. The disciplinary procedure shall be subject to the grievance procedures.

### **B. Step One**

As soon as possible after the first offense, the immediate supervisor will meet with the employee to provide direction and guidance for appropriate job performance. The meeting shall be made a matter of record.

### **C. Step Two**

Continued unsatisfactory work performance shall result in dismissal from employment in the District. The immediate supervisor and/or the Director of Facilities Management shall present their recommendation for dismissal in writing to the Board of Education for approval.

## **XII. No Strike Clause**

During the term of this Agreement, the Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee in the bargaining unit covered by this Agreement, instigate or participate, directly or indirectly, in a strike, concerted sick-call, concerted interference with any operations of the Board. The Union shall cooperate with the Board throughout said period in continuing operations in a normal manner, and shall actively discourage and endeavor to prevent or terminate any violation of this Article. Employees covered by this Agreement will not honor nor recognize any picket line, which may at any time or for any reason be placed at the premises of School District 25. The Board agrees that during the term of this Agreement it will not lock out any of its employees covered hereby. Participation during the term of this Agreement in any strike, concerted sick-call, concerted withdrawal of services, slow down, walk out, work stoppage, picketing or other interference with the Board's operations in violation of this Article shall be just cause for dismissal or other discipline by and in the sole discretion of the Board of any or all employees participating therein. In the event any violation of this Article occurs, the Union shall promptly notify all employees in the Facilities Department that the strike, concerted sick call, concerted withdrawal of services, slow down, walk out, work stoppage, picketing or other interference with the Board's operations is prohibited by this Article and is not in any way sanctioned or approved by the Union. The Union shall promptly order all Facilities Department employees to return to work at once. Both parties hereby agree to waive the implementation or application of any new requirement, procedures or other matters which may be approved as new legislation in the State of Illinois and be applicable to this agreement until specifically bargained in subsequent negotiations specifically included by mutual agreement.

**XIII. Subcontracting**

The District agrees that upon considering subcontracting of any work performed by an employee in the bargaining unit, it shall:

1. Notify the union in writing of its intention six (6) months in advance of subcontracting;
2. The Board of Education will allow union representatives to make a presentation to dissuade the Board of Education from utilizing a subcontractor. However, the Board of Education's decision in this matter shall be final and shall not be subject to grievance procedures, except in the case of a violation of the six (6) month notice to the bargaining unit; and
3. Nothing in this agreement shall preclude the use of subcontractors on a temporary basis to address work that cannot be done by the members of the bargaining unit due to the complexity of the task or because of the full workload of the members of the bargaining unit.



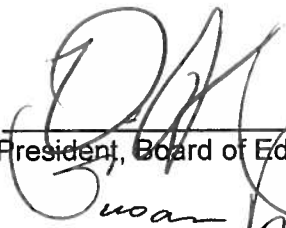
**XIV. Separability**

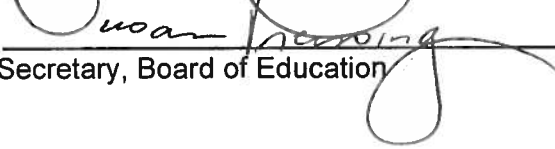
This Agreement shall not supersede any existing laws or future laws of the State or Federal Governments as they affect the regular operation of the school system by the Board. If any article or provision of the Agreement shall be declared invalid by any court of competent jurisdiction or, shall become inoperative because of any State or Federal law, the remaining portions of the Agreement shall continue in full force during the term of this Agreement.

**XV. Duration**



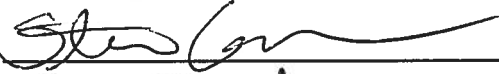

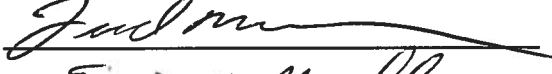


This Agreement, upon ratification by both parties, replaces and supersedes in entirety any or all other prior Agreements in effect between the parties and will remain in effect until June 30, 2018.

Dated this 15<sup>th</sup> day of November, 2012

BY:   
\_\_\_\_\_  
President, Board of Education

BY:   
\_\_\_\_\_  
Secretary, Board of Education

SERVICE EMPLOYEES UNION - LOCAL 73

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