

LABOR AGREEMENT

BLOOM TOWNSHIP HIGH SCHOOL DISTRICT 206

CHICAGO HEIGHTS, IL 60411

AND

LOCAL NO. 73

**SERVICE EMPLOYEES INTERNATIONAL UNION
CTW**

FOR

CUSTODIAL AND MAINTENANCE EMPLOYEES

2008-2009

2009-2010

2010-2011

**LABOR AGREEMENT FOR CUSTODIAL MAINTENANCE
TABLE OF CONTENTS**

PREAMBLE 1

WITNESSETH 1

ARTICLE I 1

RECOGNITION 1

ARTICLE II 2

MANAGEMENT RIGHTS 2 – 3

ARTICLE III 3

HOURS OF WORK 3 – 4

NOTICE OF VACANCIES 4

ARTICLE IV 5

SENIORITY 5 – 6

ARTICLE V 6

OVERTIME 6 – 7

ARTICLE VI 7

HOLIDAYS WITH PAY 7

ARTICLE VII 7

PAID VACATIONS 7 – 9

ARTICLE VIII 9

NO STRIKE PLEDGE AND UNION SECURITY 9 – 11

ARTICLE IX 11

PAY DAYS AND SALARY SCHEDULE 11

ARTICLE X 11

GRIEVANCE PROCEDURE 11 – 13

ARTICLE XI 13

THE RESPONSIBILITY OF A SCHOOL EMPLOYEE 13 – 14

ARTICLE XII	15
INSURANCE	15 – 16
ARTICLE XIII	16
PERSONAL AND SICK LEAVE---JURY DUTY	16 – 18
JURY DUTY	18
ARTICLE XIV	18
TERMINATION	18 – 19
ARTICLE XV	19
IMRF	19
ARTICLE XVI	19
RETIREMENT	19
ARTICLE XVII	19
UNION MEETINGS	19
ARTICLE XVIII	20
UNIFORMS	20
ARTICLE XIX	20
WORKLOAD CAPACITY	20
ARTICLE XX	20
WAIVER OF MID-TERM BARGAINING	20
MISCELLANEOUS	21
TERMS OF AGREEMENT	22
CUSTODIAL/MAINTENANCE SALARY SCHEDULE	23 – 24
NIGHT DIFFERENTIAL	25

PREAMBLE

This Agreement has been adopted as part of the Rules and Regulations of the Board of Education, School District No. 206, Chicago Heights, Illinois. This Working Agreement made and entered into this 1st day of July, 2008 by and between said Board of Education (hereinafter referred to as the “Employer”) and the Service Employees International Union, Local No. 73, CTW (hereinafter referred to as the “Union”).

WITNESSETH

WHEREAS, it is the desire of both parties to this Agreement to avoid disputes and realizing that they have a common interest in the general welfare of the young men and young women of the public school system, and

WHEREAS, they desire to bargain collectively with regard to wages, hours, benefits and working conditions of the employees covered by this Agreement.

THEREFORE, the parties stipulate and agree as follows: It being specifically understood and agreed that all provisions herein are subject to the School Code of the State of Illinois and any existing law or future law of the State or Federal Government as they affect the operation of the School District by the Employer. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any Federal or State Law, the remaining portions of this Agreement shall continue in full force until the prescribed termination date.

ARTICLE I

RECOGNITION

- 1.1 The Employer hereby recognizes the Union as the exclusive representatives of all custodial and maintenance employees for the purpose of bargaining on behalf of said employees for rates of pay, wages, hours of employment, benefits and working conditions. Excluded from this recognition are supervisory and probationary employees.
- 1.2 The employees represented by the Union and covered by this Agreement sometimes hereinafter referred to as the “employees” or “employee”.
- 1.3 A copy of this Agreement shall be given to all employees covered by this Agreement and is to be so furnished jointly by the Employer and this Union.
- 1.4 Neither the Board nor the Union shall discriminate against any employee on the basis of sex, race, color, creed, national origin or union activity.

ARTICLE II

MANAGEMENT RIGHTS

- 2.1 The Union recognizes that the management of the property and buildings of the School District 206 and the direction of the working forces is vested exclusively in the Employer.
- 2.2 All applicants for employment shall fill out an application blank. References are required and will be contacted. Previous employment records will be checked. The Board of Education employs all personnel of School District 206.
- 2.3 The line of supervision and administrative organization is as follows:
 - a. The Board of Education is the elected body in which final authority of School District No. 206, Cook and Will Counties, Illinois is vested.
 - b. The Superintendent of Schools is the Chief Administrative Officer.
 - c. The Director of Business Affairs has certain delegated responsibility and authority along with the Supervisor of Buildings and Grounds who has the delegated responsibility and authority for immediate supervision of all buildings and grounds personnel.
 - d. The custodial and maintenance employees of the School District are to assume that any exercise of authority by the Superintendent, Director of Business Affairs, and/or the Superintendent, Director of Business Affairs, and/or the Supervisor of Buildings and Grounds has been properly delegated to them.
- 2.4 General statement of policy for custodians:
 - a. Since education processes are carried on in the building and on the school premises, the work of the custodians in helping to provide clean and pleasant conditions for education is very important in achieving the educational goals of the school district.
 - b. Each custodial employee has the responsibility not only to perform the duties assigned to him or her in such manner that the building and grounds may contribute most to the community, but also to be alert to better ways of performing tasks and improving services to the schools.
 - c. The channel of communications to the Board of Education shall always be through the Superintendent. As employees of the Board of Education, custodians shall be entitled to communicate with the Board at any time, either by appointment arranged by the Superintendent or indirectly through the Superintendent. Custodians shall be entitled to such appointments upon request through the Superintendent.

- d. It shall be the responsibility of the Supervisor of Building and Grounds to bring to the attention of any custodial employee deficiencies in said employee's work program, performance of assigned work and, in writing, make a record of such conference. One copy of said record is to be provided to said employee.
- e. Disciplinary actions should be progressive where possible, and, except for gross misconduct, may be according to the following steps to be determined by the Superintendent depending on the circumstances of each case.

- Verbal warning
- Written warning
- One day suspension
- Three day suspension
- Two weeks suspension
- Termination

ARTICLE III

HOURS OF WORK

- 3.1 The Board reserves the right to establish positions with work weeks Sunday through Thursday, Monday through Friday, and Tuesday through Saturday. If a change in work week is made to an occupied position(s), the position(s) will be filled on the basis of the most senior volunteers first, or in the absence of volunteers, on the basis of the least senior employees first. The Board reserves the right to assign probationary employees to a work week of Monday through Friday only. The Board also reserves the right to establish starting and ending times on each day which may vary, although the work day will be eight (8) hours exclusive of the lunch period. The parties agree that during the term of this Agreement, this provision shall be implemented as provided in a side letter attached hereto. Should the Board decide to implement this provision in any other manner during the term of this Agreement, the Board will first bargain its decision with the Union.
- 3.1 a. All employees are required to validate hours worked through use of a time clock. Employees must punch in and out for lunch whether they stay in or leave. They may eat in their respective job areas.
- 3.2 For each four (4) hours of work or portion thereof, employees shall be permitted a fifteen (15) minute rest period, not to exceed two (2) rest periods per eight (8) hours of work.
- 3.3 Starting and quitting times shall be as uniform as possible.
- 3.4 In cases of emergency or breakdown, employees shall be given two (2) hours guaranteed pay for overtime when called back to work. All overtime to be recorded on the time clock.

- 3.5 Overtime assignments for custodians will be made first to the custodian whose area is affected; thereafter, overtime assignments to custodians will be offered first to the most senior custodian on a rotation basis. The rotation list will start anew with the night shift on the first day of student attendance each school year. If an overtime assignment is refused, the offer shall be counted in the rotation of overtime as if it has been worked. If an overtime assignment is refused by every custodian in rotation on a voluntary basis, it will then be assigned to the least senior custodian on a mandatory basis. If an overtime assignment is refused by every custodian in rotation on a mandatory basis, it will then be assigned to the least senior custodian on a mandatory basis. If mandatory overtime is refused by a custodian, the custodian will be docked a paid leave day. Overtime assignments to bargaining unit members other than custodians will be mandatory. If a mandatory assignment is refused by a bargaining unit member other than a custodian, the employee will be docked a paid leave day and the administration may assign the overtime to another qualified member of the bargaining unit or, if none, perform the assignment without a bargaining unit member. Custodians assigned overtime for an event or building rental shall perform any and all work directed by the Supervisor. Custodians assigned to overtime may be required to prepare for the activity, be present during the activity, and clean up after the activity.
- 3.6 Written area assignments and job descriptions will be given to employees on the first day of employment and on the first day of assignment to a new job classification.
- 3.7 Any employee working out of classification for four (4) hours or more shall receive either his or her regular rate of pay or the rate of pay for the classification in which they are working, whichever is the higher rate of pay.
- 3.8 The Union will cooperate with the Employer in efforts to reduce excessive absenteeism.
- 3.9 The Union will cooperate with the Employer in the Workshops held on Institute days during the school year. All time spent in such Workshops shall be considered time worked by the employees for which they are to be paid by the Employer.
- 3.10 All absences for night employees must be reported to the employee's first line supervisor as soon as they become known, but in no event less than two (2) hours before the beginning of the shift. Failure to provide the required notification will result in progressive discipline.

NOTICE OF VACANCIES

Job awards must be posted by each time clock.

ARTICLE IV

SENIORITY

- 4.1 Seniority for all probationary employees shall begin after Board approval of full-time employment. Probationary employees, after forty-five (45) consecutive work days of employment while school is in session, shall be eligible for full-time employment. If the probationary employee does not complete the forty-five (45) consecutive work days of employment in one school year, the remaining days may be completed in the next school year without penalty.
- 4.2 a. In case of increases, decreases and recall of the work force, seniority shall prevail within each classification and those classified as Special Responsibility and Skilled Maintenance/Grounds shall have the option to bump less senior custodians. In case of job transfer or promotion from one position to another, seniority, ability to do the job and work ethic shall determine who is chosen. Where qualifications are relatively equal, seniority shall prevail.
- b. It shall continue to be the practice of the employer to promote from within, whenever possible.
- 4.3 The successful bidder shall be given a training period for ninety (90) consecutive calendar days. If unable to qualify within that time, the employee shall be returned to his or her former job.
- 4.4 When vacancies occur or new positions are created, they shall be posted so that all employees may know of the opening for five (5) days. The school district may temporarily fill the job during the time employees are bidding on the job. A permanent employee shall be selected to fill the job within ten (10) days of the end of the posting period, unless it can be shown that no qualified applicant is available. Job description and salary will be with each posting of job openings. If an existing employee declines an awarded position twice in a twelve-month period, he/she will be required to wait for months before bidding on another position.
- a. Notice to fill said vacancy should be made in writing on a single vacancy posting for each campus.
- b. Steward to receive a copy of job posting and award.
- c. If necessary to go to the outside, every attempt will be made to fill the position within sixty (60) working days.
- 4.5 Layoffs shall be by seniority within each classification, with the least senior employee being laid off first, then the next least senior employee and so forth in seniority order. Those classified as Special Responsibility II, and Skilled Maintenance/Grounds shall have the option to bump less senior custodians.

- 4.6 Recall from layoffs shall be by seniority, with the most senior laid off employee being recalled first, then the next most senior laid off employee, and so forth in the seniority order.
- 4.7 Whenever a job is upgraded in the negotiations of an Agreement, the employee assigned to the job shall remain on the job.
- 4.8 Whenever a job is changed during the term of an Agreement, such as a change in shift, classification, the job must be put up for bid. The employee assigned to the job prior to the change shall have the right to bump any junior employee in the same or lower rated classification, provided he or she is able to do the job.
- 4.9 An employee shall have a fifteen (15) working day trial period, five (5) days of which are mandatory, to determine acceptance of a new position. Any time after the mandatory five (5) days, but not longer than the fifteen (15) working days, the employee may return to the old position, if they do not want the new position.

ARTICLE V

OVERTIME

- 5.1 Overtime pay shall be as follows:
 - a. Time and one half after eight (8) hours of work in any one day.
 - b. Time and one half after forty (40) hours of work in any one week.
 - c. Time and one half for Saturday and/or Sunday work.
 - d. Double-time for work on Holidays in addition to regular pay.
- 5.2 There will be no pyramiding of overtime, both daily and weekly overtime shall not be paid on the same hours worked.
- 5.3 Paid holidays constitute a part of the required hours of work and shall be counted as hours worked in computing the basic week. Excused absences with pay will be counted in computing the basic week.
- 5.4 Each employee shall be entitled to all overtime in his or her assigned area. When there is an activity in an employee's area, the employee may be on duty to prepare for the activity if required to be present during the activity, and to be present for the clean up after the activity.

5.5 The annual salary divided by two thousand eighty (2080) hours shall be the straight time hourly rate of pay. (52 weeks x 40 straight time hours per week = 2080 hours per year).

ARTICLE VI

HOLIDAYS WITH PAY

6.1 The following Holidays shall be observed without loss of pay for all employees covered by this Agreement.

Fourth of July
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
December Twenty-Fourth
Christmas Day
New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Casmir Pulaski's Birthday
Good Friday
Easter Monday
Memorial Day
December Thirty-First (Subject to Sect. 6.3 of this Article)

6.2 When any of the above Holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday will be observed as a Holiday unless school is in session. If school is in session, the holiday will be added to the employee's vacation.

6.3 It shall be the prerogative of the Superintendent of Schools to grant December 31st as a holiday upon certification by the Supervisor of Buildings and Grounds and Chairperson of the Union that work is complete and the facilities are ready for occupancy.

6.4 Employees must be at work the day before and the day after a holiday in order to be paid for the holiday, unless he/she is on vacation or sick leave.

ARTICLE VII

PAID VACATIONS

7.1 During the first year of employment, a total of one day of vacation will be earned for employment beginning any time during July, August, or September. Thereafter, one day of

vacation shall be earned during the first year of employment for each month of service (computed to the closest half month) as follows:

HIRING DATE	ANNUAL VACATION
July, August or September	10 days
October	9 days
November	8 days
December	7 days
January	6 days
February	5 days
March	4 days
April	3 days
May	2 days
June	1 day

7.2 Vacation days may not be used until the fiscal year (i.e., July 1 to June 30) commencing after the days are earned.

7.3 Upon completion of the first fiscal year of service, employees shall receive two (2) weeks of paid vacation (10 working days) each fiscal year. After five (5) years of service, three (3) weeks vacation will be granted each fiscal year. After ten (10) years of service, one day of vacation will be added for each year of service up to a maximum of twenty-five (25) days each fiscal year.

Effective July 1, 1986, employees with years of service between five (5) years and ten (10) years shall have their number of vacation days frozen at June 30, 1986 levels. After ten (10) years of service, one day of vacation will be added up to a maximum of twenty-five (25) days.

7.4 Should employment be terminated prior to the completion of a service year, the amount of earned vacation shall be determined on a pro-rata basis for the incomplete service year.

7.5 Vacations may be taken in accordance with seniority during the summer period. Provided, however, that an employee, for good reason, may take his or her vacation at some other time. The Administration and the Union will work jointly on such special vacation requests. Vacations may be taken during the time that school is in session with the employee and supervisor's concurrence. (The employee will be allowed to choose his own individual vacation in accordance with seniority rights within time limits prescribed in Article VII). Employees are encouraged to use all vacation earned; however, an employee can elect to take a combination of time off and payment for vacation days not used under the following criteria:

- a. Employee must take a minimum of 10 days vacation each fiscal year.
- b. Employee can receive payment each fiscal year for up to 10 days vacation earned but not used.

- c. Employee may not accrue more than twenty (20) unused vacation days after July 1, 2000. Those employees who had accrued twenty (20) or more vacation days as of July 1, 2000, shall not be allowed to accrue any more vacation days until the number accrued falls below twenty (20).
- 7.6 Credit for one year's employment for vacation purposes will be granted when the anniversary date of employment falls during the months of June, July, August and September.
- 7.7 Requests for vacation must be submitted to the Supervisor of Buildings and Grounds a week prior to the requested beginning date.

ARTICLE VIII

NO STRIKE PLEDGE AND UNION SECURITY

- 8.1 During the term of this Agreement, the Union or individual union members will not conduct any work stoppage or concerted action of strike, slowdown, mass sick call, informational picketing, or impose a duty or obligation upon any member to conduct, assist or participate in a strike. The Employer agrees not to lock out any portion of its employees during the term of this Agreement.
- 8.2 The Board agrees that there will be no discrimination against any employee because of his or her affiliation with the Union, nor will the Board discourage any employee from joining the Union and/or discriminate because of union activity. The Board agrees to inform all present employees and all new employees that Local No. 73 is the exclusive bargaining representative of employees as listed by classification and that all matters of grievances must be handled through the procedure required by this Agreement.
- 8.3 Each bargaining unit member, as a condition for his/her permanent employment, after completion of the forty-five (45) day probationary period, shall join the Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required to members of the Union, including local, state and national dues.
 - 1. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, the Board shall deduct the fair share fee from the wages of the non-member in the same manner as deductions are made for the Union members.
 - 2. Such fee shall be paid to the Union by the Board no later than ten (10) days following deduction, except as may be otherwise required by Illinois statute or rule or regulation.

3. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- 8.4 The Board agrees to deduct and transmit to SEIU COPE such sums from the wages of employees who voluntarily authorize such deduction on the forms provided for that purpose by the Union. The transmittal shall be accomplished by a list of the names of the employees from whom such deduction has been made and the amount deducted from each employee. The rate of deduction may be adjusted once each calendar year. However, an employee may request termination of the deduction in its entirety, in writing, at any time during the year. It is understood that such withholdings will be transmitted at the same time as the employees' dues withholdings.
- 8.5 In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with Section 8.3 or 8.4, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Board gives immediate notice of such action in writing to the Union, and permits the Association intervention as a party if it so desires, and
 2. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
 3. The Union agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.
 4. The Board retains the option to be represented by its own general counsel or that of its Errors and Omissions insurance carrier. In that case, the Board shall first recover all monies provided in its Errors and Omissions insurance policy. The Union shall be obligated only to reimburse the Board for any costs—whether for defense or for damages—not recovered by the Board through such insurance.

In the event the Board exercises this option, the conditions enumerated in subsections 8.5.1 and 8.5.2 above shall apply to both the Union and the Board. The Union shall retain the right to challenge the validity of any charges imposed by such attorney not directly employed by the Union.

5. Exception

It is expressly understood that this save harmless provision will not apply in any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Section. Nor will this save harmless provision apply if any attorney retained by the Board shall fail to vigorously defend, or cooperate in the defense of all provisions of this Fair Share Agreement.

ARTICLE IX

PAY DAYS AND SALARY SCHEDULE

- 9.1 The salary schedule for all employees covered by this Agreement as negotiated between the Employer and the Union is attached.
- 9.2 All salaries are subject to withholdings as provided by law plus other deductions requested by the employee and approved by the Board of Education.
- 9.3 Paychecks for those employees working on the 2nd or 3rd shift will be issued Thursday evening prior to the regular Friday payday. If an employee should fail to report for work on Friday, he will be subject to disciplinary action that will include the loss of the privilege to receive his paycheck on Thursday, and will receive it Friday PM instead.
- 9.4 Pay date schedule --- same as for all District employees.

ARTICLE X

GRIEVANCE PROCEDURE

- 10.1 Grievances, Grievance Committee and Communication with the Board of Education.

Section I – Definitions

- a. A “grievance” shall mean a complaint by an employee or group of employees that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.
- b. All time limits consist of weekdays, unless otherwise provided herein.

Section II – Procedures for Adjustment of Grievances

- Step 1 - Should an employee desire to file a grievance, the grievance must be filed in writing within five (5) working days of the action for which the employee desires to grieve. Only an employee may grieve; the local does not have the ability to grieve. Grievances shall be first presented to the Supervisor of Buildings and Grounds who will arrange for a meeting to take place within five (5) days after receipt of the written grievance. The grievant or a representative of the grievant's choosing, such as the local steward, shall meet with the Supervisor of Buildings and Grounds and discuss the grievance. Within five (5) days of the meeting, the grievant and the local grievance chairman shall be provided with the Supervisor of Buildings and Grounds' written response.
- Step 2 - If the grievance is not resolved at Step 1, then the grievant may refer the grievance to the Director of Business Affairs within five (5) days after receipt of the Step 1 answer. The Director of Business Affairs shall arrange for a meeting to take place within five (5) days of the Director of Business Affairs receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counsel, as it deems necessary. Within five (5) days of the meeting, the grievant and local shall be provided with the Director of Business Affairs' written response.
- Step 3 - If the grievance is not settled at Step 2 and the grievant desires to appeal, it shall be referred in writing to the Superintendent within five (5) days after receipt of the Step 2 answer. The Superintendent shall arrange for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Within five (5) days of the meeting, the grievant and the local shall be provided with the Superintendent's written response.
- Step 4 - If the grievance is not settled at Step 3 and the grievant desires to appeal, it shall be referred in writing by the grievant to the Board of Education within ten (10) days after the answer at Step 3. The Board shall at its next Board meeting, after receipt of the appeal, discuss the grievance with the grievant. The Board shall give its written answer to the grievant and the local within ten (10) days after the Board meeting.
- Step 5 - If the decision at Step 4 is not satisfactory to the grievant, the grievant may submit in writing within ten (10) school days after receiving the Board's decision at Step 4, a request to enter into final and binding arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement with the arbitrator within the said ten (10) day period, The American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the Voluntary Labor Arbitration Rules of said Association.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the receipt of final statements and proofs. The arbitrator's decision will be in writing and will set forth his findings in fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without the power or authority to make any decision, which requires the commission of an act, prohibited by law or which is contrary to, inconsistent with, or which modifies or varies the terms of this contract.

The fee for the arbitrator's services, his expenses and the administration fee of the American Arbitration Association shall be borne equally by the parties.

Section III – Miscellaneous

- a. Any custodial employee or group of custodial employees may be accompanied and represented at all hearings and conferences between members of the custodial staff and the Board of Education by representatives of Local No. 73 – S.E.I.U.
- b. The union or school may ask the Illinois Department of Labor for an advisory mediator opinion at the step prior to submission of a grievance to the Board of Education.

ARTICLE XI

THE RESPONSIBILITY OF A SCHOOL EMPLOYEE

11.1 The Employer and the Union are agreed that the employees covered by this Agreement make a tremendous and invaluable contribution to the School system. The Employer depends upon the custodial and maintenance employees to insure the cleanliness, order, health, and sanitation of the buildings and equipment used in the educational process. To this end, exemplary conduct of the employees help make progress possible and the program a success.

11.2 Custodial and Maintenance employees should:

- a. Carefully follow assigned duties and work schedules.
- b. Use supplies, property and equipment only for school purposes.
- c. Regulate personal affairs and finances so as to reflect credit upon the employees and the school district.
- d. Conduct himself or herself, on and off the job, in a manner that reflects pride in the school district and in co-employees.

- e. Recognize the job as a truly public service.
 - f. Limit outside work and activities so as not to interfere with the best possible performance on the job.
 - g. Remind himself or herself at all times that actions and behavior are influential to growing boys and girls and, therefore to maintain personal conduct above reproach.
- 11.3 Absence: Non-certified employees may not be absent from duty during hours of employment except with the specific consent of the Superintendent, Director of Business Affairs, Supervisor of Buildings and Grounds or Head Custodian.
- 11.4 When an employee is ill or knows he or she will be absent, the employee must call his or her supervisor's office and report the anticipated absence as soon as possible. Failure to do this may result in disciplinary action.
- 11.5 Evening employees shall report repair work to his/her supervisor for the issuance of a work order.

ARTICLE XII

INSURANCE

12.1 The School District shall make medical insurance coverage available for employees at the following monthly cost to the employees using the stipends stated in Paragraph 12.6:

2008-2009

<u>Custodial I</u>	<u>Single</u>	<u>Single +1</u>	<u>Family</u>
PPO	Free + \$ 23.33*	\$169.67	\$259.67
Select	Free + \$108.33**	\$ 73.67	\$144.67
* \$ 280 annual stipend			
** \$1,300 annual stipend			

<u>All other Employees</u>	<u>Single</u>	<u>Single+1</u>	<u>Family</u>
PPO	\$58.33	\$88.33	\$138.33
Select	\$Free + \$26.67*	Free + \$6.67 **	\$ 13.33
* \$ 320 annual stipend			
** \$ 80 annual stipend			

2009-2010

<u>Custodial I</u>	<u>Single</u>	<u>Single+1</u>	<u>Family</u>
PPO	Free + \$ 3.33	\$189.67	\$279.67
Select	Free + \$93.33	\$ 88.67	\$159.67
* \$ 40 annual stipend			
** \$1,120 annual stipend			

<u>All other Employees</u>	<u>Single</u>	<u>Single+1</u>	<u>Family</u>
PPO	\$ 78.33	\$108.33	\$158.33
Select	Free + \$11.67	\$ 8.33	\$ 28.33
* \$140 annual stipend			

2010-2011

<u>Custodial I</u>	<u>Single</u>	<u>Single+1</u>	<u>Family</u>
PPO	\$ 16.67	\$209.67	\$299.67
Select	Free + \$78.33*	\$103.67	\$174.67
* \$940 annual stipend			

<u>All other Employees</u>	<u>Single</u>	<u>Single+1</u>	<u>Family</u>
PPO	\$98.33	\$128.33	\$178.33
Select	\$ 3.33	\$ 23.33	\$ 43.33

- 12.2 Any change in the custodial insurance committee will be reported to the Business office and members will be notified of meetings pertaining to custodial and maintenance employees. Should the District change its insurance coverage for teachers, the same coverage shall thereafter automatically apply to bargaining unit members at the same cost as provided herein.
- 12.3 If an employee retires before age sixty-five (65), the employee may pay into the insurance plan for hospital surgical-medical coverage.
- 12.4 The School District shall further provide Ten Thousand Dollars (\$10,000) term life insurance for each custodial and maintenance employee at no cost to the employee.
- 12.5 The School District will provide medical insurance, at the most basic level available to employees in the School District, until the employee is Medicare eligible at no cost for any employee who chooses to retire early according to the following formula:

At least 15 years service and age 62
At least 20 years service and age 60

In addition, the District will provide 75% of premium for dependent coverage under the most basic level of medical insurance available to employees in the School District for those employees who retire according to the above formula. When the employee reaches age 65, the District share for dependent coverage ceases. The coverage for dependents may continue until they reach age 65 at the employee's expense, but coverage for any dependent will not last more than five (5) years from the day the employee retires.

- 12.6 Employees in the Custodial I classification receiving the \$2080.00 stipend, or in other classifications receiving the \$1,100 stipend, shall be eligible to apply such amount towards the District's current Section 125 Plan pursuant to the provision of the plan.

ARTICLE XIII

PERSONAL AND SICK LEAVE – JURY DUTY

- 13.1 Sick leave shall be interpreted to mean leave taken for personal illness, quarantine at home, or serious illness or death in the immediate family or household. The Employer may require a physician's certificate or, if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith as a basis for pay during leave after an absence of three (3) days for personal illness or as it may be necessary in other cases.
- 13.2 Sick leave with pay shall be granted to permanent employees for personal illness on the basis of twelve (12) days each year, cumulative to 250 days. Sick days shall be accumulated at the rate of one day per month. Accumulated days once used may be replaced at the rate of twelve per year.

- 13.3 Personnel on an hourly or part time basis shall be given up to 10 days based on a twelve month year, prorated for the time they are on duty. This applies to their personal illness only and cannot be accumulated.
- 13.4 Procedures for Job Related Injuries – Employees *injured* on the job have an obligation to file an injury report (Form 45) as soon as possible. If the employee cannot work as a result of the injury, the employee will receive a paycheck for up to thirty (30) calendar days and must sign over workers’ compensation checks to the district. At the end of the thirty (30) days, the employee has the option of:
1. Receiving the workers’ compensation check and using 1/3 of a sick day, vacation day, or personal day;
 2. Taking a full sick/personal/vacation day and sign the workers’ compensation check over to the district, in effect, purchasing 2/3 of a day back, or;
 3. Accepting the workers’ compensation check only.

In cases where there are no sick/personal/vacation days, only option 3 is available.

All accidents will be investigated in accordance with our workers’ compensation carrier’s guidelines.

Benefits will continue, but in cases where the employee has no paycheck for the employer to deduct the employee’s share of the benefit cost, the employee has an obligation to write a check to District 206 for the employee’s share. If no check is received within thirty (30) days of the due date of the normal deduction (pay day), the employer has a right to terminate the benefit (with a (5) day notice), but is still due the back premiums from the employee.

If the employee is still off after six (6) months due to the work related injury, the employee will meet with a designee of the employer to discuss temporary/permanent disability benefits with IMRF, and the various options.

If anytime before or after the six (6) month period, the employer and employee both feel there is no way the employee can ever return to work, the employer can replace the employee, although the employee can still receive workers’ compensation as enumerated above.

In cases where the workers’ compensation carrier has denied the claim, the employee will forfeit all sick/personal and vacation time to compensate the district. In cases where the employee does not have enough leave time to compensate the district for pay received, the employee *must* pay back the wages, make payment arrangements acceptable to the Board of Education, or face termination.

- 13.5 Personal Leave Day – Custodial and maintenance employees are given five (5) days leave per year for personal use. At the end of the school year, custodial and maintenance employees may apply three (3) of their unused personal leave days on their vacation time, and two (2) days to their accumulated sick leave.
- 13.6 If an employee has a temporary illness or rehabilitative injury which prevents him or her from working, said employee’s job shall be held open for a period not to exceed ten (10) months. Should the temporary illness or rehabilitative injury be job related, said employee’s job will be kept open for twenty-four (24) months. If the employee has an illness or injury which is permanent, the employee shall apply for IMRF disability, and management may fill the position.

So as to guarantee that no abuse of this section takes place, the following procedure(s) are to be adhered to. Periodic notes from employee’s doctor stating.

- a. Employee is still under doctor’s care.
- b. Employee is still unable to work.
- c. What employee is being treated for. (Brief note) This note should be brought in once a month, or as mutually agreed upon.
- d. Employee has five working days to return to work after being released from all physicians.

JURY DUTY

An employee called for jury duty shall receive full pay while serving on jury duty plus receiving any remuneration paid for service as a juror for the first twenty (20) days. If jury service goes beyond twenty (20) days, the employee shall continue to receive full pay from District 206 but shall sign over any remuneration paid from other sources relating to jury duty.

ARTICLE XIV

TERMINATION

TERMINATION OF EMPLOYMENT

- a. The employment of an employee may be terminated for proper cause upon action of the Board of Education.
- b. Reasons for termination of employment shall be presented to the Board of Education in writing and a copy of such reasons shall be supplied to the employee concerned.

- c. Termination of employment after six months shall be accompanied by at least two weeks notice except in cases in which the Board of Education concludes that continued presence of the employees on the premises will be detrimental to the best interests of the school in which case employment may be terminated immediately upon notice, along with two weeks pay in lieu thereof, providing however, that if such employment is terminated by reason of serious misconduct, intoxication or any offense that will bring discredit upon the school, no severance pay shall be granted.
- d. All cases of discharge of employees shall be subject to the Grievance Procedure; however, all decisions of the Board of Education with respect to discharge shall be final and nonreviewable.

ARTICLE XV

IMRF

All full-time employees are automatically members of the IMRF (Illinois Municipal Retirement Fund). Payroll contributions are withheld from salaries in a fixed and predetermined amount. Each employee receives notice of any change in deductions at the time the amounts are determined by the Fund. Further information is available at the Business Office as to the exact operation of the Fund.

ARTICLE XVI

RETIREMENT

Upon retirement, the employee has the option of collecting 100% of unused sick leave days at \$30.00 a day or applying the unused sick leave days for additional IMRF service credit or any combination thereof. Maximum dollar benefit not to exceed \$7,500.

ARTICLE XVII

UNION MEETINGS

Upon authorization by the employer, union meetings may be held on school property but shall not occur more often than bimonthly. Two (2) meetings of one-half hour from each shift may be held twice a year. Employees are not to work on union affairs during working hours except as specified by these policies, rules and regulations adopted by the Board of Education.

1. Labor Management meetings will be held when requested by either party but no more than once a month.

ARTICLE XVIII

UNIFORMS

The employer, at no charge to custodial and maintenance employees, will provide three (3) new uniforms per year. Every other year, two uniforms and a heavy jacket will be provided in lieu of the three (3) uniforms.

ARTICLE XIX

WORKLOAD CAPACITY

1. It shall be the policy of the Board not to schedule a workload beyond the capacity of each individual employee. Increased workloads, which affect the physical and/or mental capacity of an employee, may be adjusted by appeal through the Grievance Procedure.
2. No employee will be required to perform duties, which adversely affect his health and safety.
3. Annual evaluation reports shall be submitted to the individual concerned, with a copy for him. If the employee believes the evaluation is incorrect, he may appeal through the Grievance Procedure and/or a special hearing before a labor management committee.
4. A union/management committee may be formed to study and readjust area workloads, if necessary.

ARTICLE XX

WAIVER OF MID-TERM BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement each side had the unlimited right and opportunity to make demands and proposals, and that the understanding and agreements arrived at by the parties after the exercise of full and complete negotiations are set forth in this Agreement. Therefore the Board and the Union, for the life of this Agreement, each waive any right which it might otherwise have under law to negotiate over any other issues or matters whether or not actually discussed during negotiations or whether or not contemplated at time of negotiations, for and during the time of this Agreement.

MISCELLANEOUS

1. Local No. 73 will be allowed bulletin board privileges in quarters set aside for employees.
2. The duly appointed officer of the Union and/or the duly elected Executive Board of the Union may represent the Union in all matters that may arise between the Union and the Administration.
3. Each employee shall have access, upon reasonable request thereof, to any records affecting his or her employment, except for confidential recommendations and report of personnel references.
4. Any copy of correspondence to individual employees will be sent to Local No. 73 office and the Chairman of the Unit.
5. All work areas will be defined in writing and a copy sent to Local No. 73 office and the Chairman.
6. A record of accumulated sick days and vacation days will be submitted to each employee on or about July 1 of each year.
7. Representation from the custodial committee will be involved when an area inspection is made.
8. There shall be special emergency phones on each floor of each building.
9. Night summer work shall consist of the night foreman and a small cleaning crew.

TERMS OF AGREEMENT

This working agreement shall be in force and effect from July 1, 2008 to June 30, 2011 and shall be automatically extended from year to year unless either the Employer or the Union shall give notice in writing to the other part of its intention to terminate, amend, alter, revise, or renegotiate any time between January 1 and April 1, 2011. The parties shall meet and negotiations begin within ten (10) days after receipt of such notice unless delayed by mutual agreement.

For Bloom Township District 206

For SEIU LOCAL 73, CTW

BLOM TOWNSHIP HIGH SCHOOL

CUSTODIAL/MAINTENANCE

SALARY SCHEDULE

		<u>2008-2011</u>
Longevity Pay	10 years	\$ 500.00
	15 years	\$ 600.00
	20 years	\$ 950.00
	25 years	\$1250.00

**CUSTODIAL/MAINTENANCE RAISES
2009-2011**

POSITION	2009 Hourly	2009 Salary
Custodial I	13.73	28,558
Custodial II	20.12	41,850
Special Responsibility	20.54	42,723
Skilled Maintenance/Grounds	21.65	45,032
Tradesman (includes grandfathered painter)	23.52	48,922
HVAC	38.64	80,371

POSITION	2010 Hourly	2010 Salary
Custodial I	14.22	29,578
Custodial II	20.82	43,306
Special Responsibility	21.26	44,221
Skilled Maintenance/Grounds	22.41	46,613
Tradesman (includes grandfathered painter)	24.34	50,627
HVAC	39.99	83,179

POSITION	2011 Hourly	2011 Salary
Custodial I	14.71	30,597
Custodial II	21.55	44,824
Special Responsibility	22.01	45,781
Skilled Maintenance/Grounds	23.19	48,235
Tradesman (includes grandfathered painter)	25.19	52,395
HVAC	41.39	86,091

NIGHT DIFFERENTIAL

The night differential begins at \$2,280 per year. The base of \$1,200 is guaranteed and will be prorated over the fiscal year. The attendance incentive is a sum of \$1,080.

If a night employee has perfect attendance when school is in session, the full \$1,080 will be paid the first payday in December. If the employee had absences, he will receive a sum of less than \$1,080 depending on how many days were docked. Any full day absence will result in a dock of \$90 per day up to a maximum of \$1,080 (12 days). One half day's absence will result in a \$45 dock. The only exceptions to being docked are a death in the immediate family or household, extended medical illness in excess of ten (10) days, approved vacation up to ten (10) days, and worker's compensation leave in excess of ten (10) days or upon recurrence of leave for the same injury. These exceptions will require documentation.

In the event of night employee's absence, a three-person crew made up of all night custodial employees, who might include temporaries, assigned on a rotating basis, will cover the absentee's area. The absentee's area will be offered to temporary employees only after other night custodians were offered it. The \$90 attendance incentive that is forfeited by the absentee employee will be shared equally among the crew that worked that area, without regard to full or temporary status. In cases of an absence of seven (7) days or more, the District may assign a substitute.

**AGREEMENT BETWEEN
BLOOM TOWNSHIP SCHOOL DISTRICT 206
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73
CTW**

Whereas, the Board and the Union agree that special circumstances exist requiring the appointment of certain bargaining unit members to managerial positions;

Now, therefore, for and in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. Four (4) positions shall be created by the Board of Education as lead position.
2. One lead position shall be assigned for each campus on each shift.
3. These four (4) lead positions shall not be included in the bargaining unit.
4. Any custodian assuming painting duties for more than four (4) consecutive hours shall be paid at the lower rate of pay of the new position.

Bloom Township High School District 206

Service Employees International Union
Local 73, CTW

By: _____
Its Duly Authorized Representative

By: _____
Its Duly Authorized Representative

Date: _____

**AGREEMENT BETWEEN
BLOOM TOWNSHIP SCHOOL DISTRICT 206
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73
CTW**

Whereas, the Board and the Union agree that special circumstances exist requiring the creation of additional position;

Now, therefore, for and in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. The Board may establish a Utility trade position. This position has been previously posted and tested. No need exists to repost or retest for this position.
2. The Board may establish a Painter position at a rate of pay equal to the special responsibility position. This position has been previously posted and tested. No need exists to repost or retest for this position.
3. The current employee holding the position of painter shall not be subject to the new wage rate of the painter classification.

Bloom Township High School District 206

Service Employees International Union
Local 73, CTW

By: _____
Its Duly Authorized Representative

By: _____
Its Duly Authorized Representative

Date: _____

**AGREEMENT BETWEEN
BLOOM TOWNSHIP SCHOOL DISTRICT 206
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73
CTW**

WHEREAS, the Board and the Union have decided to revise the manner in which Section 3.1 of the current Collective Bargaining Agreement is presently implemented;

NOW, THEREFORE, for and in consideration of the mutual promises contained in their Collective Bargaining Agreement and those hereinafter set forth, the parties agree as follows:

1. Groundsmen: Except as provided herein, all groundsman positions shall be returned to a Monday through Friday schedule. If any athletic games are scheduled for a Saturday, the groundsman shall prepare the fields during normal working hours on the immediately preceding Friday. If the fields cannot be prepared on Friday due to inclement weather, as determined by the appropriate supervisor, the fields will be prepared on Saturday. If any groundsman is required to work on Saturday for a scheduled athletic game, the groundsman will perform required work prior to the start of the athletic game on Saturday and then go home. There shall be no minimum amount of overtime guaranteed to the groundsmen; the groundsman will be paid overtime, if applicable, only for the time required prior to the athletic game on Saturday. Any equipment retrieval necessary after the athletic game on Saturday shall be performed by the Coaches; if any clean-up remains, it shall be performed by the groundsman during normal working hours on the immediately preceding Monday, unless there is a Sunday rental necessitating the presence of a groundsman. The groundsman will work only that time necessary on Sunday to accommodate the Sunday rental and any clean-up remaining from a Saturday athletic game. There shall be no minimum amount of overtime guaranteed to the groundsman, the groundsman will be paid overtime, if applicable, only for the time required on Sunday. The grass cutters may be placed on a different daily schedule, when necessary, to allow grass cutting after school hours to eliminate overtime. Grass cutting will not occur in any areas where students are present at the time of cutting or when classes are in session in proximity of cutting.
2. Tradesmen: All tradesmen positions shall be returned to a Monday through Friday schedule, except those positions currently occupied by plumbers. The positions currently occupied by plumbers shall be on a Tuesday through Saturday schedule and shall neither be campus specific nor area specific. The Board reserves the right to assign plumbers to any duties, except for overtime which properly belongs to another bargaining unit member under the parties' Collective Bargaining Agreement. Any set-up necessary for an athletic event will be performed by tradesmen on the Friday of the event or the Friday immediately preceding the event during normal working hours. No tradesmen position shall be campus specific or

area specific; the Board reserves the right to assign tradesmen to any campus and any trade for which they are qualified, as determined by the Board, to perform.

3. Night Custodians: All night custodial positions shall be on a Monday through Friday schedule. All night custodians shall be available, if needed, to work on Saturday to set-up for events, and then go home; and to return to clean-up after events, if necessary. A night custodian may be assigned to stay for an entire Saturday event as determined at the sole discretion of a supervisor. There shall be no minimum amount of overtime guaranteed for any Saturday event, the night custodian will be paid overtime, if applicable, only for the time required on Saturday. All night custodians shall help clean-up after athletic games on Friday nights during normal working hours and without regard to assigned areas. The night custodian assigned to the Bloom Trail Main Office area shall turn off the lights and close the fields after Friday night events with the night foreman. After Friday night events, the bleachers at Bloom will be returned by the tradesmen on Monday and any remaining clean-up from returning the bleachers will be done by the day custodian on Monday.
4. Auditorium and Special Responsibility/Semi-Skilled: The special responsibility positions previously occupied by Morris Bates and William Salter shall be eliminated. Two additional custodial positions shall be created: one day custodial position at Bloom Trail High School and one day custodial position at Bloom High School. Neither of the two newly created day custodial positions shall be campus specific or area specific, and the Board reserves the right to assign these positions any duties. The auditorium position at Bloom High School shall become a night position Monday through Friday. The Board reserves the right to flex the auditorium position at Bloom to a Tuesday through Saturday schedule on a week-to-week basis. In case of a change in the annual schedule of events, the Board will give written notice to the person holding the auditorium position at Bloom as practical. The two newly created day custodial positions will cover the auditorium position at Bloom on Monday or Monday and Tuesday if the auditorium position at Bloom is put on a flex schedule. Persons occupying the two newly created day custodial positions will be required to hold valid, current driver's licenses and will assume the mail run and the bank run.
5. Overtime: Except as provided herein, all overtime assignments will be area specific. Notwithstanding any provision in the parties' Collective Bargaining Agreement to the contrary, there shall be no minimum amount of overtime guaranteed to any bargaining unit employee even in the case of call back.
6. Grandfather: Pierino Zomparelli currently occupies a groundsman position. If he is bumped to a position of lesser pay as a result of implementation of this Agreement, the parties agree that he will continue to receive the groundsman rate of pay until such time as he is able to return to a groundsman position or a position with a higher rate of pay than groundsman.

7. Summer Schedule: The Summer schedule may still be four (4) days in a work week if approved by the Board. In the event that the Board approves a four (4) day work week, those employees on a schedule other than Monday through Friday shall return to a Monday through Thursday schedule for the summer.

8. Miscellaneous: This Agreement shall supersede the Agreement signed by the parties on February 15, 2001, implementing Section 3.1 of the current Collective Bargaining Agreement. This Agreement shall be attached to the parties' current Collective Bargaining Agreement. Pursuant to Section 3.1 of the parties' current Collective Bargaining Agreement, should the Board decide to implement Section 3.1 in any manner other than as contained herein during the term of the current Collective Bargaining Agreement, the Board will first bargain its decision with the Union.

9. Mr. Hartman will help Mr. Hogeveen and Mr. Ruiz on Monday through Friday and the parties acknowledge the need to change his job description.

Bloom Township High School District 206

Service Employees International Union
Local 73, CTW

By: _____
President, Board of Education

By: _____
Authorized Representative

Date: _____