

CUSTODIAL/MAINTENANCE/TRANSPORTATION STAFF

**AGREEMENT
BETWEEN**

**THE BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT #205
GALESBURG, ILLINOIS**

AND

**LOCAL 73 OF SERVICE EMPLOYEES
INTERNATIONAL UNION**

July 1, 2015 through June 30, 2019

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ARTICLE 1 RECOGNITION

Whereas, the members of the Board of Education of Community Unit School District #205, Knox and Warren Counties, Illinois, and Local No. 73 of Service Employees International Union, desire to more clearly set forth the Rules and Regulations of said School District as they affect the work of Custodial, Maintenance and Transportation Employees, and as they affect the adjudication of any differences that may arise between the two aforementioned parties, the members of the Board of Education of said School District No. 205 and Local No. 73 of Service Employees International Union have hereby adopted the following Agreement.

The Board of Education of Galesburg School District No. 205, Knox and Warren Counties, Illinois, here after referred to as "The Board" recognizes Local No. 73 in unity with Service Employees International Union, hereinafter referred to as "the Union" as the sole and exclusive bargaining agent for all full-time and part-time custodial, maintenance, and transportation employees. The Union does not include the Director of Buildings and Grounds, the Transportation Coordinator or the Director of Finance and Operations.

The Board and the Union acknowledge that the purpose of the Custodial, Maintenance, and Transportation employee group is to maintain clean and safe facilities and vehicles, and safe transportation in support of the educational programs and services of the District.

There shall be no discrimination against any officer, committeeman or member for fulfilling duties and obligations of union activities.

Management employees shall not perform bargaining unit work except in an emergency and/or for training of employees on a limited-time basis.

The parties recognize that union representatives may have up to a total of twenty (20) days for the purpose of conducting union business. Local #73 will provide District #205 reimbursement when substitutes are utilized.

ARTICLE 2 MANAGEMENT AND DIRECTION OF EMPLOYEES

The staff covered by these Rules and Regulations shall include all custodians and maintenance employees. All articles in Part 1, unless specific to custodians and maintenance employees, also refer to transportation employees. All articles in Part 2 refer exclusively to transportation employees.

The management and direction of these workers, including the right to plan, direct, and assign the work of the employees, hire, suspend or discharge for proper cause and to introduce new or improved methods of operation, is vested exclusively in the members

of the said Board of Education of Community Unit School District No. 205, acting through the Superintendent of Schools or his/her designee.

All functions, rights, powers, and authority are retained by the administration of the school district and the Board of Education except those which are specifically limited by the express language of this agreement.

ARTICLE 3 SELECTION OF PERSONNEL

(See Transportation Section for articles dealing with bus drivers.)

Section 1. Vacancy or New Position

In the event a vacancy or a new position is created within the custodial or maintenance staff, the employer shall provide the union seven working days notice of such vacancy. The senior custodian who has made a proper bid for such custodial vacancy or new position shall be awarded the position. No more than four (4) such transfers may take place from any single vacancy. Custodians may make only one lateral (same shift) move between general bidding sessions. Custodians may make only one off shift move between general bidding sessions

Only four (4) bids will be allowed to fill day positions. Only three (3) bids will be allowed for a 2nd or 3rd shift position. Following the bid process to fill vacancies, the interview process will be utilized. Such positions will be posted and all internal applicants will be interviewed.

Maintenance positions, by their nature, may not be bid but such positions will be posted and all present custodial applicants will be interviewed. (If a custodial person is hired for a maintenance position, they will be placed on the maintenance salary scale, at the point closest to their present salary, without decreasing their current hourly rate.) Prospective employees shall be interviewed by the Director of Building and Grounds or his/her designee to determine their qualifications for the position.

In the selection of new employees, there shall be no discrimination because of race, creed, color, sex, age, sexual orientation or disabling conditions. All new employees shall be physically capable of performing the required duties as outlined in the job descriptions and shall pass a required physical examination, background check and sex offender screening. The District shall reimburse the employee up to \$50 for all of his/her out-of-pocket cost of such physical examination.

New employees shall be informed of the Union's representation responsibilities. All employees shall be neat in appearance, of good moral character, and able to work harmoniously with all school personnel as well as students.

Section 2. Probation

New employees shall serve a probationary period of six months. During this period it will be determined whether or not the employee is to continue as a member of the staff. During the probationary period, dismissal from duties may be made without recourse to the grievance procedure. No employee shall be required to serve a second probationary period unless their continuous employment has been interrupted for five (5) or more years. The probationary employee shall be evaluated two (2) times during the course of the six month period by the immediate supervisor. Evaluations shall be accomplished using the proper District evaluation form. Evaluations shall take place at the job site.

ARTICLE 4
BIDDING

The Board of Education shall extend bidding rights on the third Saturday in May every four years beginning with the 2016 general bid. The administration, as representatives of the Board of Education shall have final determination of job assignments based upon qualifications meeting the level of responsibility of the job. Any employee receiving three (3) written reprimands in any two (2) year timeframe of the four year period between general bid sessions will lose the right to bid at the next bidding session or vacancy that would allow a bid. Persons who are ineligible to bid as a result of disciplinary action will remain in their current position until the next bid session. Notifications to each eligible employee shall be given seven (7) calendar days prior to bidding. New jobs will begin the first Monday after the close of school.

Any maintenance persons who were former custodians may not bid a custodian position unless they are laid off from their maintenance position. Those persons would be placed on the custodian seniority list using their years of service in the District.

In the event of a school closing a full general bid session would be held.

ARTICLE 5
PART-TIME EMPLOYEES

1. In the event of a vacancy or the creation of a new part-time custodial or maintenance position, the employer shall provide the union seven (7) days notice of a vacancy.
2. Part-time employees with at one (1) year of regular part-time service as a custodian or maintenance employee will be granted an interview if proper application is submitted by the employee for any full-time custodial or maintenance vacancy
 - **BENEFITS:** Sick leave will be provided to part-time employees on a pro-rata basis.
 - **PROBATIONARY PERIOD:** New employees shall serve a probationary period of one (1) year.

- UNIFORMS: Part-Time employees will receive two (2) shirts and two (2) pairs of trousers.
- SENIORITY: Part-time employees shall not acquire seniority.
- BIDDING RIGHTS: Part-time employees are not eligible for bidding rights.
- COMBINING PART-TIME POSITIONS: The administration will review annually all part-time custodial positions (exclusive of the Board Office position) to determine the feasibility of combining some or all of the part-time positions into forty (40) hour per week full-time positions. In the event the total number of part-time hours exceed fifty-five (55) hours, a full-time forty (40) hour per week full-time position will be created out of those part-time positions. The fifty-five (55) hours are to be exclusive of the Board Office hours.

**ARTICLE 6
CUSTODIAL DUTIES AND RESPONSIBILITIES**

(See Transportation Section for article dealing with bus drivers.)

DAY CUSTODIAN:

1. The day custodian shall make minor repairs and adjustments and accept the responsibility of the general condition and upkeep of the school to which he/she is assigned. In an emergency, he/she shall perform any tasks which are necessary to keep the school in operation and shall notify the principal or Director of Buildings and Grounds of the emergency existing at his/her first opportunity.
2. The day custodian is assigned to the operation of the building HVAC systems and shall maintain temperatures as required during the heating and cooling season where applicable. He/she shall also perform the custodial work assigned to him/her.
3. All custodians shall always obtain in advance a weekly schedule of evening meetings/events from the building principal. This schedule shall be posted in the custodians' rooms.
4. Custodians shall have no authority over other custodians or maintenance personnel in the building.
5. The day custodian, or if declined by the day custodian, the most senior custodian in the building, who volunteers, shall be required to make a security check in the AM of his/her building on all non-working days, including weekends and legal holidays. Security checks will be made according to the following:

| | |
|--------------------------------|--------------------------------|
| LJHS, CJHS | One hour per day |
| Elementary and Adm. Buildings: | One hour per day |
| Gale/RHW | One and one half hours per day |

GHS Complex Up to two hours per day
Including GHS, Wicall, Wrestling and Field House

(Additional overtime shall not be authorized for Security checks that can be conducted during a regular shift or a weekend event assignment.)

The custodian shall be paid the overtime rate for those building checks as described in the job description at each building. If the day custodian declines building checks, and all other custodians in the building also decline the checks it will be mandatory that the day custodian perform this duty. During the summer, management may allow the use of flex-time in lieu of overtime pay.

6. The day custodian shall be required to maintain sufficient heat in all school buildings to prevent damage by freezing. A night time check of the heating system by the day custodian is required when the temperature drops below 10°F on Saturday/Sunday evenings, holidays and vacation periods. One hour of overtime pay is authorized on these occasions. The security check referenced in paragraph 5 above shall be done in conjunction with the heating checks. Custodians are to make the inspection between 7:00 to 11:00 p.m. If malfunctions are apparent at these inspections, the custodian shall contact persons according to the Emergency Procedure Plan call list, which should be posted at each custodian's work station.

CUSTODIAN/MAINTENANCE:

Custodians shall be under the primary supervision of the Director of Buildings & Grounds and also the building principal. Principals have the responsibility to change work assignments on a temporary basis when need arises. During the periods when building administrators are on vacation, it is the responsibility of the Director of Buildings and Grounds to supervise assignments, and to complete necessary summer work or other important jobs in time for the opening of school after recess periods.

If five working days advance notice is given for a personal day or sick day absence, a regular employee can be used on an overtime basis.

1. Except in cases of emergency, no cleaning or maintenance work normally associated with care of buildings and grounds shall be assigned to other than the custodian and maintenance staff, call person, or persons employed on a short term basis for this purpose. Supervisory personnel shall be asked to do work of an emergency nature.
2. a. There are times of emergency when immediate repairs are required in order to sustain the operation of the district, and/or to protect the integrity and/or security of the district's facilities, or wellbeing of students, staff and patrons.

In such instances, and based on the judgment of the Director of Buildings and Grounds, the Director or his/ her designee shall be authorized to contract those services he/she deems necessary to affect the necessary repairs.

b. There may occasionally occur non-emergency maintenance requirements that in the opinion of the Director of Buildings and Grounds justify contracting outside services. Such justification may include (but not be limited to) the following:

- The activity cannot be completed in a timely manner by one or more members of the Maintenance Department due to priorities and/or workloads.
- The activity extends beyond the technical, physical, or equipment capabilities of the Maintenance Department.

On these occasions the Director of Buildings and Grounds (or his designee) shall be authorized to contract those services he/she deems necessary, provided the Director has consulted with stewards. Consultation shall include at a minimum an explanation of the reasons for the decision to contract services outside the district.

3. Regular full-time employees may be contacted to work the shift of a custodian who is off sick.
4. The custodian shall be responsible for the general appearance and neatness of the school property to which he/she is assigned. They will perform the following duties: sweeping and cleaning of floors, dusting, washing of windows, shoveling of snow, keeping the school yard clear of paper and debris, minor repairs and other closely related duties as assigned by the supervisor.

Custodians shall send visitors to the Principal's office for visitation permits. A spirit of cooperation and professionalism should prevail at all times between the custodian, teachers, and Principal.

5. No custodian shall be expected to make a major electrical, plumbing or carpentry repair or replacements. They will not be expected to perform any painting other than in line with cleanliness or painting that can be readily classified as touch up. No custodian shall be required to do any glazing work that requires a skilled craftsman, nor will he/she be expected to replace a large number or a large size of glass without help. All custodians are expected to perform minor maintenance tasks which can be accomplished using common hand tools and not requiring specialized or long term training. In addition, custodians will be expected to make emergency repairs that are within their capabilities.
6. Custodians and maintenance personnel may be required to attend an in-service training program once a year. Additional training and/or informational meetings may be scheduled. Custodians attending these meetings will adjust their shift time the day of the meeting. The time and place of the training shall be arranged by Management. The purpose of these sessions shall be to improve work skills and to provide better service to the District. Employees shall work their regular shift on institute days, unless otherwise directed by Management.

7. In those instances where transfers occur, it shall be the responsibility of the dayperson to instruct his/her replacement in the operation of the HVAC systems and all emergency switches concerning all gas, water, and electrical operations to the building. In the event of sickness or death of a dayperson, a maintenance department employee shall instruct the dayperson replacement.
8. Custodians or Maintenance Personnel who are called by the Police, Principal or Director of Buildings and Grounds in an emergency to repair, clean or secure a building after regular duty hours, and on weekends or holidays, shall be paid time and one-half for each call to emergency duty such as fire, vandalism, or storm damage.
9. Custodians will not be assigned to directly supervise students.
10. All custodial and maintenance personnel shall maintain a telephone and make the telephone number available to their Building Principal and the Director of Buildings and Grounds.
11. Personal cell phones are to be turned to "silent" or "vibrate" and not used for personal use during the work time. Employees may quickly check their phones during their breaks.
12. Smoking is prohibited on school property per the Illinois School Code (105 ILCS 5/10-20.5b)

**ARTICLE 7
SCHOOL USE AND CUSTODIAN RESPONSIBILITY**

Facility Usage:

1. When the use of a school facility is approved by the administration and the use is at a time when no custodian is on duty, and the building principal determines the need for custodial services, a custodian shall be assigned to open the building, check lights, operate necessary controls to provide heating and cooling as applicable and hot water.

Whenever possible, the building principal will advise his/her custodial staff of anticipated facility usage and seek input as to the need for custodial services under this section.

2. When there is a need for grounds clean-up services following the soccer activities held at Gale Elementary, the Administration will make every attempt to secure such services from sources other than Local 73. However, if outside services cannot be obtained, custodians may be assigned these clean-up duties and if so assigned, will be paid at the regular time and one-half rate.
3. Local 73 reserves the right to use a district building for meetings to be held once a month (excluding bid sessions) in a building and at a time determined by Local 73,

provided such facility is not already scheduled for use and advance notice of such intent is provided to the Building Principal and Director of Buildings and Grounds at least 48 hours in advance of said meeting. Additional use of district buildings for union business shall be requested via the district's Facility Rental Agreement form.

ARTICLE 8 LABOR MANAGEMENT RELATIONS COMMITTEE

A joint Management-Union representative meeting shall be held monthly at a time agreeable to both parties to discuss implementation of the contract and working conditions including health and safety concerns, personnel and other job related problems. The employee groups shall consist of no more than three (3) members including the Union Steward, one custodian and one maintenance employee. If a monthly meeting is not held, both parties must be in agreement. These discussions will not be considered as collective negotiations nor shall they be used in place of bargaining mandatory subjects of bargaining.

ARTICLE 9 WORK DAY—WORK WEEK

(See Transportation Section for article dealing with bus drivers.)

Section 1. Work Day

The work day shall be eight (8) hours of service within any twenty-four (24) hour period on any calendar day. Management will set work hours of employees at the beginning of each contract year. Hours may be revised during vacation/recess periods. Management may on the occasion of unforeseen, unusual emergency conditions or on days requiring snow removal establish short-term flex scheduling. Flex scheduling does not include the utilization of split shifts, nor is designed to decrease the hours in a work week.

Section 2. Breaks

Employees may select one of the following work day options at the beginning of each school year for the duration of that year.

- a. Within an eight (8) hour shift, employees may take a twenty (20) minute paid break at a mutually agreed upon time and scheduled by the administration at that specific time within the shift.

Or

- b. Within an eight and one half hour (8 ½) shift, employees may take a one half hour unpaid meal period. The meal period is mutually agreed upon and scheduled by the administration at that specific time. Emergency situations may modify or interrupt the scheduled meal period. Employees will still receive the full thirty (30) minute meal period. In addition, the employee will be provided two (2) ten (10) minute paid breaks, not to be combined, and scheduled by the administration at a specific time within the shift.

Section 3. Work Week

Five (5) such eight (8) hour days shall constitute a work week.

Section 4. Holiday Pay.

Employees shall be paid at the regular rate for designated holidays falling on a week day Monday through Friday.

ARTICLE 10 OVERTIME

(See Transportation Section for article dealing with bus drivers.)

Section 1. Overtime

Overtime shall be defined as authorized hours of work in excess of 40 hours during the period Saturday (12:01 AM) through Friday (midnight) excluding sick leave, personal leave and vacation days. Holidays are considered an authorized work day. Emergency situations shall always be paid at the rate of one and one-half times the hourly rate, this includes hours after eight hours when time is flexed for snow removal. Overtime shall be compensated at the rate of one and one-half times the regular hourly rate of the employee for actual hours worked. The only exception to the above is from one week after report card day until the first Friday in August, custodians will be allowed overtime for the weekend building check even if vacation days are used_during the work week.

Section 2. Assignment of Overtime

All overtime work shall be assigned and approved in advance, when possible, by the Director of Buildings and Grounds in consultation with the building principal. Overtime will be offered first, to the persons who normally work in that area. If these people are unavailable or refuse the overtime the job will be offered to other custodians who work in the building, on a rotating basis. If no one within the building wants to work the overtime, it may be offered to custodians from outside the building from an eligibility list to be used on a rotating basis, compiled jointly by representatives of the union and the Director of Buildings and Grounds. The GHS athletic area overtime will be given to the custodian assigned to the area in which the event is held. If a second custodian is needed, as determined by management, it will be offered on a rotating basis by seniority to the other two athletic area custodians. If additional coverage is needed for the event, as determined by management, it is to be offered on a rotating basis, by seniority, to custodians on an established building call list provided by management.

- The GHS gym area custodians are to be first in line for any overtime events, not limited to sporting events, in any athletic area. "Athletic Area" includes all inside and outside areas.
- Refusal of overtime on three occasions causes an individual to be dropped from the list.
- Management can determine the number of custodians to be used and hours to be worked in any given overtime situation.

- If overtime is refused by all custodians, the overtime will be assigned to the least senior custodian(s), regardless of building/area assignments.
- There is an expectation that custodians work their regular shift the following day after an overtime event. Patterns of employees utilizing sick days after such events will be addressed.

Section 3. Emergency Overtime

In case of emergency (emergency being defined as any problem which could affect the safety of anyone, and use or security of the building), overtime will be mandatory and may be assigned by management or their representatives. Pre-planned overtime will become mandatory if refused by all personnel deemed to be qualified for the job by management.

Section 4. Overtime Submission

All pre-approved overtime work shall be turned into the building no later than at the end of the current pay period, on the required form, when all other time cards are required to be submitted.

ARTICLE 11
PAY DAYS

Section 1. Paydays

Employees shall be paid every other Friday.

Section 2. Pay Increases

All pay increases shall be effective on July 1.

Section 3. Union Fees/dues

Organization dues, payments and contributions: The employer shall, upon written request of the employee, withhold from the compensation of that employee any dues, payments or contributions payable by such employee to S.E.I.U. #73 as defined in the Illinois Educational Labor Relations Act. Under such arrangement, an amount shall be withheld from each regular payroll period which is equal to the pro rata share of the annual dues plus any payments or contributions and the employer shall transmit such withholdings to S.E.I.U. #73 within ten (10) working days from the time of the withholding. A union member desiring to revoke their current union membership, may do so by written notice to the Employer and the Union during the thirty (30) day period prior to the expiration of this contract. Thereafter, such employee shall pay their fair share according to Article 27.

Section 4.

All employees' payroll information will only be made available to them through Skyward Employee Access. In addition, employees using Direct Deposit will provide the District Payroll Office with Direct Deposit information including the bank account(s) into which they choose to have their compensation deposited. All payroll payments will be direct deposited into the account(s) designated or employees may utilize the Debit Card option.

ARTICLE 12 WAGES AND CONTRACT YEAR

Section 1. Contract and Year

The employees covered by this agreement shall receive wages according to the negotiated agreement between Local No. 73 and the Board of Community Unit School District No. 205. The contract year is July 1 to June 30. In those years when the contract is settled after July 1st, the pay shall be retroactive to the July 1st date.

Section 2. Rates of Pay

See wage chart, included in the contract, for hourly rates.

Section 3. Longevity Fairness

No custodian or maintenance employee with the same or more years of experience, and in the same job classification, shall receive an hourly wage less than persons with the same or less years of full-time employment and placement on the wage scale.

ARTICLE 13 DISCIPLINE

Section 1. Disciplinary Procedures

- A. Employees may be disciplined for violation of work rules established by the Board, and in addition thereto, for acts or omissions to acts which unnecessarily endanger the health, safety or property of students, school district employees or members of the public.

- B. The District subscribes to the concept of progressive discipline. While it is desirable to follow the normal sequence of progressive discipline, an infraction may be of such a serious nature as to warrant more severe actions immediately, which would permit selected steps in the process to be bypassed. Steps of Progressive Discipline: (1) Oral Warning, (2) Written Warning, (3) Suspension Without Pay for a period not less than three, nor more than ten days.

Section 2. Suspension With Pay

Nothing prohibits the employer from suspending employees with pay pending an investigation of possible employee wrongdoing. Suspensions with pay are not deemed disciplinary.

Section 3. Just Cause Suspension Without Pay and Termination

- A. No employee, (other than a probationary employee) will be suspended without pay or terminated without just cause.

- B. Prior to the suspension without pay or termination of a non-probationary employee, the employee shall have a right to a conference with the supervisor imposing such action. At the employee's request a Union representative will be present. The specific grounds forming the basis for the suspension or termination shall be made

available to the employee and the Union in writing at least twenty four (24) hours in advance of such conference. If the employee does not request Union representation, the Union Steward shall nevertheless be entitled to be present.

Section 4. Other Conferences

Where the Board desires to conduct an investigation interview of an employee in which the results of the interview might result in discipline, the Board agrees to first inform the employee that he/she has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union Steward. However, refusal of the Union Steward to participate in the interview shall allow the Board to proceed with the interview.

ARTICLE 14 APPEALS – GRIEVANCE PROCEDURE

Definition:

A "grievance" is defined to mean a complaint by any member in the bargaining unit wherein there has been an alleged violation, misinterpretation or inequitable application of this agreement.

Each grievance must contain the name(s) of the individual(s) directly affected by the alleged violation. The grievance must contain the location, date, specific relevant fact, relief requested, and the article and section of the contract. A grievance must be filed within 30 days of knowledge of an event that precipitated the alleged contract dispute.

Purpose:

The primary purpose of these procedures is to secure, at the lowest possible level, a solution to the problem.

Scope:

The failure of the aggrieved to act within the time limits set forth will preclude further appeal of the grievance.

1. The failure of the administrator to act within the time limits set forth shall allow the aggrieved to proceed to the next step of the procedure.
2. Time limits set forth in the procedure may be extended by mutual agreement in writing.
3. Probationary employees may be disciplined or discharged without recourse of the grievance procedures.
4. Matters covered by statute and governmental agencies are not subject to the grievance procedures.
5. A grievance may be withdrawn at any level without establishing precedent.

Informal Procedure:

The complainant should make a sincere attempt in a face-to-face interview with the immediate supervisor to resolve the matter informally. A union officer may be present. Any employee may be represented by his/her union officer and his or her duly authorized representative at this stage of the grievance procedure.

1. If agreement cannot be reached after two (2) days, said employee or employees shall have the right to ask that a steward of his/her own choosing be called into a conference with the Director of Buildings and Grounds for custodians, the Director of Finance, and Operations for transportation employees and the Assistant Superintendent/Director for Human Resources for maintenance employees.
2. If agreement cannot be reached after five (5) days, a duly authorized representative of the union shall meet with the Superintendent of Schools or his/her designee. They shall review whatever evidence is presented and exert every effort to reach an agreement in the case. In case of agreement, their decision shall be final.

Arbitration:

If the grievance remains unresolved after Step 3, either party may request arbitration within thirty (30) days of the written Board response or the date the response should have been received. The Board and the Union shall try and agree to an Arbitrator, if they cannot agree then the requesting party shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services (FMCS). The parties shall then alternately strike names from the list until one name remains. The panel in its entirety may be rejected by either party one time. The cost of the FMCS will be divided equally between the parties.

The decision of the Arbitrator shall be final and binding upon the parties in the resolution of a grievance.

Each party hereto shall bear the expense of preparing and presenting his/her own case. The costs and expenses of the Arbitrator and incidental expenses mutually agreed upon shall be borne equally by the parties.

The willful failure of either party to appear before the Arbitrator will not serve to delay the hearing or invalidate the decision of the Arbitrator.

Unless by mutual agreement the time restrictions are waived, any grievance not appealed to the next step of the grievance procedure within the time limits set forth shall be deemed to have been settled.

In a class action grievance involving two (2) or more employees the grievance may be submitted directly to the Superintendent of Schools by the representative of Local 73.

A union representative shall be present at all steps of the grievance procedure.

A grievance, once reduced to writing and filed, cannot be withdrawn by the employee initiating it, but shall be withdrawn if deemed proper by the union's official letter.

Neither the Board of Education nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party. The arbitrator, in his/her opinion, shall be strictly limited to deciding only the issues presented to him/her in writing by the School District and the Union, and his/her decision must be based only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE 15 SENIORITY

(See Transportation Section for article dealing with bus drivers.)

The following shall be the prescribed manner in which a custodian may change or be changed from one job to another.

Section 1. Seniority

Seniority means length of full-time service to the school district.

Section 2. Tie

When more than one person is hired on the same day, seniority shall be determined by lottery on the first day of work. Numbers corresponding to the number hired shall be drawn by those hired, lowest number shall be highest in seniority. The lottery shall be conducted by the Director of Buildings and Grounds and a Union Steward.

Section 3. Effective date of Seniority

Seniority will become effective after a probationary period of six months. Determination of an employee's seniority shall be based upon the date of hire in a permanent full-time position.

Section 4. Job Qualifications

Qualifications of any position must meet standards required for the job. Qualifications and standards will be furnished to union representatives prior to the filling of any position.

Section 5. Job opening

A job will be declared open after a custodian/maintenance person has been off work for one year.

Section 6. Layoff Seniority

When a job is abolished by the Board of Education, termination will be based upon full-time seniority in that category of position. The last person hired in the category will be laid off and will become eligible for call person work and/or part-time work. Re-employment within the category will occur in the order of seniority within the category for a period of eighteen months.

ARTICLE 16 SICK LEAVE

Section 1. Sick Leave.

The Board of Education shall grant sick leave at the rate of fifteen (15) days per contract year. Unused sick leave shall accumulate to a maximum of 300 days. Part-time employees or those employed on less than twelve (12) months basis will have sick leave allowance prorated to insure equity in these allowances.

Section 2. Sick Leave Defined.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. For purposes of this section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, step-children, nieces, nephews, significant other and legal guardians. Sick leave may be used as bereavement days.

Section 3. Proof Status

Sick days used in excess of six (6) days per year may require a physician's statement if management has reason to believe the employee is abusing sick leave.

Section 4. Call off

When an employee is sick, the employee shall call the Principal or supervisor on a daily basis.

Section 5. Part day absence

Sick leave for part-day absence: If an employee reports for duty and finds it necessary to leave prior to having worked 2 1/2 hours because of personal illness or illness of a family member, he/she will be counted absent for that day.

Section 6. Insurance premium payments

When an employee has used his/her accumulated sick leave, that employee then assumes the premium payment of both health and life insurance policies.

ARTICLE 17 PERSONAL LEAVE

Section 1. Personal Leave Days

Two (2) days of full pay may be used for personal leave by each custodian. Custodians and maintenance workers shall not be required to give reason for such leave. Personal leave shall be used only for the purpose of handling personal affairs which cannot be transacted on the weekend or after school hours. It is not provided for vacation or recreational purposes. Personal leave shall not be used to receive remuneration nor for illness related absences. The day immediately preceding or immediately following a legal holiday shall not be recognized as a personal leave day except in case of emergency. Personal leave may be used in half day units. Advance notice of the

necessity for personal leave shall be given seventy-two hours prior to the day of the leave, except in case of emergency. The employees shall declare the personal leave on the leave through Employee Access in Skyward.

Personal leave shall be limited to two custodians and three maintenance employees on days when children are present. This will be regulated by date of request first and seniority second.

Section 2. Unused Personal Leave

Unused personal leave shall be converted to accumulated sick leave at the end of each employment year.

Section 3. Jury Duty Leave

Any employee called on to serve on any jury shall not lose any pay or accumulated leave, but must reimburse the Board for money he/she received for jury duty. Employee will not have to work their shift on that day.

**ARTICLE 18
INSURANCE PROTECTION**

Section 1. Benefits

The employees of Local 73 shall have the same coverages, benefits and provisions concerning medical insurance, vision and dental insurance, and life insurance as provided other District #205 employees.

Section 2. Plan Copy

District #205 shall provide all members of Local 73 with a copy of the most recent edition of the Community Unit School District #205 Health Benefit Plan.

Section 3. Insurance Committee

Local 73 is guaranteed representation on the District #205 insurance committee.

**ARTICLE 19
PAID HOLIDAYS**

Section 1. Working on Holidays

Employees shall not be required to work on legal holidays that are non-school days as established by the Board of Education and specified in the annual school calendar; except in the case of emergency or as outlined in Article 6, Custodial/Maintenance #8 of this agreement.

Section 2. Holidays

The following holidays shall be observed:

| | |
|---------------------------|--|
| Independence Day | July 4 |
| Labor Day | 1st Monday in September |
| Columbus Day | 2nd Monday in October |
| Veteran's Day | November 11 (when within the workweek) |
| Thanksgiving Day | 4th Thursday in November |
| Friday after Thanksgiving | |
| Christmas Eve Day | December 24 |
| Christmas Day | December 25 |
| New Year's Eve Day | December 31 |
| New Year's Day | January 1 |
| Martin Luther King Day | 3rd Monday in January |
| President's Day | 3rd Monday in February |
| Casimir Pulaski Day | 1st Monday in March |
| Good Friday | Friday before Easter |
| Memorial Day | Last Monday in May |

Section 3. July 4th

When July 4th falls on Saturday, the preceding Friday (3rd) will be observed as the holiday. When July 4th falls on Sunday, the following Monday (5th) will be observed as the holiday. For those employees who work less than twelve months, employees will be paid holiday pay if they work the first full week of July.

Section 4. Casmir Pulaski Day/Columbus Day

When school is in session on Casimir Pulaski Day and/or Columbus Day employees are entitled to an extra vacation day when students are not in attendance. Less than 12-month employees will receive an extra day's pay during the pay period in which the holiday falls.

Section 5. Christmas

When Christmas Eve falls on Saturday or Sunday the holiday would be observed on the preceding Friday (22nd or 23rd). When Christmas falls on Saturday the holiday shall be observed on the preceding Thursday (23rd), when Christmas falls on Sunday the holiday shall be observed on the following Monday (26th).

Section 6. New Years

If New Year's Day falls on Saturday or Sunday then the New Year's Holiday will begin on the preceding 29th or 30th.

**ARTICLE 20
TRANSPORTATION ALLOWANCE**

Employees required to drive personal automobiles in the course of their employment and in authorized service to the District shall be reimbursed at the current rate as established by the I.R.S. No one will use their personal vehicle to perform routine work that is the function of another maintenance or custodial position.

**ARTICLE 21
UNIFORMS**

The Board of Education shall provide a uniform allowance to custodians, and maintenance workers not to exceed \$100 to purchase District approved shirts, sweatshirts, jackets, coveralls, and pants. Beginning June-2013, requests for uniforms shall be processed and items shall be received by August 15th each year if possible. Exceptions for unforeseen and/or unusual circumstances may be authorized by the Director for Human Resources. If pants are not purchased, custodians, and maintenance workers are required to wear appropriate work pants which may include jeans if they are clean and without tears/holes. Custodian and maintenance workers shall be required to wear uniforms while on duty, excluding winter, spring, and summer vacation periods.

**ARTICLE 22
VACATIONS**

Section 1. Vacation Accrual

All employees covered by this agreement shall be accorded paid vacations by the following schedule. Less than 12-month employees are not entitled to vacation.

| <u>Length of Service</u> | <u>Paid Days</u> |
|--------------------------|---------------------------|
| Less than 1 year | ½ day month (max. 5 days) |
| 1 Year | 5 days |
| 2 Years | 10 days |
| 3 through 7 years | 15 days |
| 8 years | 20 days |

Vacation accumulation is calculated from July 1 to June 30th annually.

Section 2. Quarterly Accrual

No provision for using vacation days in advance exists. Vacation days are earned and will be credited on a quarterly pro-rata basis.

i.e.: 20 Vacation days due, 5 days will have been earned and will be credited on October 1st. 5 more days will have been earned and will be credited for each quarter on January 1st, April 1st, and July 1st

This pro rata method will be used regardless of the number of vacation days due 5, 15 or 20. Five (5) days will earn 1.25 days per quarter. Fifteen (15) days will earn 3.75 days per quarter. However, a fraction of one day may not be used for vacation purposes.

Section 3. Usage of Earned Days

Earned vacation days shall be used within one (1) calendar year after June 30 in the year in which they have been earned. Employees may accumulate up to forty (40) vacation days to be used only toward early retirement, or as additional sick leave in the case of a long term accident or illness

Section 4. Vacation Days Upon Exit

Any employee who terminates their employment with School District #205 shall have their accumulated vacation allowance granted

Section 5. Summer Vacations

Summer vacations may be taken beginning five (5) working days after the last teacher contract day in the Spring and until five (5) working days before the first teacher contract day in the Fall except as follows; if there is more than one custodian assigned to a school, all but one custodian per school may extend their vacation to 5-days before the first teacher contract day in the Fall. The custodian who may extend their vacation will be on a rotating basis, or by mutual consent.

Section 6. Working hours

Working hours for summer, winter and spring vacation periods shall be arranged by the principal and Director of Buildings and Grounds after conferring with the individual employees. Management reserves the right to set whatever hours they deem to be appropriate for these periods.

Section 7. Vacation Limitations

Because of the difference in scheduling needs, maintenance employees may take vacation at any time during the year; if approved by the Director of Buildings and Grounds. Consideration will be given by the Director of Building and Grounds to meet the vacation needs of maintenance employees. Custodial employees will take their vacations during the summer period as noted in Paragraph 5 except as follows: Custodians may take up to ten (10) days vacation during the school year including Winter and Spring Break if approved by their building principal. Vacation days will not be approved for second shift elementary custodians on days there are school events scheduled (music programs, carnivals, parent nights, etc.) unless there are extenuating circumstances. Both second shift custodians at the middle schools may not be approved on the same day if there are events scheduled unless there are extenuating circumstance. No more than three (3) custodians may be on vacation at the same time in the District during the period when students are in school. School year vacation requests must be made ten (10) school days in advance and seniority will prevail in case of overlapping requests.

Section 7.b. Vacation Limitations Extension

If a custodian has utilized four or fewer days of earned sick leave time the previous calendar year, that individual may use up to 15 of his/her accrued vacation days during the current school. This section will sunset and cease to exist if no agreement is reached to extend it by June 30, 2017. Status quo for purposes of this section is explicitly waived.

Section 8. Mid Year Hires

Upon the effective date of this contract, for any new individual who is hired on or prior to the last day in December, the year will count as one (1) year for purposes of salary and vacation computation. If an employee is hired after the last day in December, the year will not count as a year toward vacation computation.

**ARTICLE 23
SERVICE BONUS**

The Board of Education shall grant a long term service bonus upon retirement, resignation, or death in the amount of \$300.00 per year for every complete year of service to District #205 unless the employee is dismissed for cause and has a minimum of ten (10) years of service to the District. Full years of service are computed from the date of hire. This benefit shall be in effect for the life of the contract.

**ARTICLE 24
PAYMENT OF SERVICE BONUS AND UNUSED VACATION DAYS**

The Service Bonus provided under Article 23 and any unused vacation days for which an employee is entitled to be paid at the time of retirement, as provided under Article 22 shall be added together and paid as follows:

First, an amount equal to up to 6% of the employee's nonexempt earnings for the 12 months previous to the employee's last year of employment shall be paid within 30 days of the final day of work. The balance of the service bonus/unused vacation days amount shall be paid in full the second month after termination.

Example: The retiring employee's Service Bonus is \$3,000. The retiring employee is entitled to \$3,000 in vacation pay. The year's prior wages was \$40,000. 6% cap will be \$42,400. The final years wages are \$40,800. \$1,600 of the \$6,000 bonus/vacation pay will be paid to the employee within 30 days of their last day worked. The remaining balance of \$4,400 bonus/vacation pay will be paid in full the second month of termination.

Beneficiary Card

Each employee shall be required to fill out a beneficiary card in order to determine who shall receive this benefit in the event of the employee's death.

**ARTICLE 25
COMMUNICATION BETWEEN MANAGEMENT AND SUPPORT STAFF**

1. To help keep lines of communication open between custodians and building principals during the school year, meetings shall be held as needed at a mutually agreed upon time to discuss issues in their buildings.
2. When school is in session the principal shall provide to the custodian a weekly calendar of known uses of facilities approved by the administration.

3. By June 1st each year the Director of Buildings and Grounds will provide to the building custodians a list of summer and life safety projects for their building with available timelines.
4. Prior to the end of the school year the Building Principal and Custodians will develop their summer work and projects schedule. Other summer work may be completed as time or necessity permits.

**ARTICLE 26
DISCRIMINATION**

District #205 is an equal opportunity employer and does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation or disabling conditions.

**ARTICLE 27
FAIR SHARE**

The employer agrees to implement fair share. Fair share fees shall be set by the Union and collected via payroll deductions by the District. Fair share fees along with an itemized listing of such deductions shall be forwarded to the Union. Fair share shall be consistent with I.E.L.R.A.

**ARTICLE 28
DURATION AND TERMINATION**

This Agreement shall be in effect from the date of execution hereof, July 1, 2015, and from year to year thereafter unless either party give written notice on or before June 30, 2019, or on or before any April 1 thereafter of its desire to modify or terminate this Agreement through June 30, 2019.

**ARTICLE 29
JOB SECURITY**

District #205 agrees not to contract out custodial, maintenance, and transportation services performed by Local 73 for the duration of this Agreement.

**ARTICLE 30
SUNSET AND STATUS QUO**

Article 29 entitled Job Security will sunset on June 30, 2019, and be of no legal effect thereafter. Article 29 will not constitute the status quo upon the expiration of this Agreement

ALL WAGES

All employees will receive a .40 (forty cent) per hour increase 7/1/2015 and 7/1/2016. A wage reopener will be held for 7/1/2017 and 7/1/2018.

CUSTODIAL/MAINTENANCE WAGES 2015-2017

| 2015-16 | 2016-17 |
|---------|---------|
| 12.99 | 13.39 |

CUSTODIAL

| 2015-16 | 2016-17 |
|---------|---------|
| 17.07 | 17.47 |

MAINTENANCE

| 2015-16 | 2016-17 |
|---------|---------|
| 19.32 | 19.72 |

**MAINTENANCE
LICENSED**

| 2015-16 | 2016-17 |
|---------|---------|
| 12.99 | 13.39 |

TRANSPORTATION

- A custodian hired prior to July 1, 2007, who moves to a general maintenance position will retain his/her current wage or if the current wage is less than the General Maintenance New Hire Base wage ,he/she will receive the General Maintenance New Hire Base rate of pay. (New hires to the District will earn the New Hire Base Wage determined for that position.)
- A custodian or maintenance employee hired prior to July 1, 2007, who moves to a licensed maintenance position and who holds the appropriate licensure will have their current hourly wage multiplied by 1.10 to compute the new hourly rate of pay. (New hires to the District will earn the New Hire Base Wage determined for that position.)
- Employees currently laid off and who are rehired within the eighteen (18) months would return to their pre-laid off wage rate.

TRANSPORTATION DIVISION
(Language in previous Articles is applicable to Transportation
except in instances below)

ARTICLE 1
SELECTION OF PERSONNEL

Section 1. Interview

Prospective employees shall be interviewed to determine their qualifications for the position.

Section 2. Discrimination

In the selection of new employees, there shall be no discrimination because of race, creed, color, sex, age, sexual orientation or disabling conditions. All new employees shall be physically capable of performing the required duties as outlined in the job descriptions and must pass the physical required as well as the drug screening and background check. The physical exam, drug screening, background check and sex offender screening shall be provided by the School District.

Section 3. Miscellaneous

New employees shall be informed of the Union's representation responsibilities. All employees shall be neat in appearance, of good moral character, and able to work harmoniously with all school personnel as well as students.

Section 4. Probationary Period

New employees shall serve a probationary period of six months. During this period it will be determined whether or not the employee is to continue as a member of the staff. During the probationary period, dismissal from duties may be made without recourse to the grievance procedure. No employee shall be required to serve a second probationary period unless their continuous employment has been interrupted for five (5) or more years. The probationary employee shall be evaluated two (2) times during the course of the six month period by the immediate supervisor. Evaluations shall be accomplished using the proper District evaluation form. Evaluations shall take place at the job site.

ARTICLE 2
TRANSPORTATION EMPLOYEES DUTIES AND RESPONSIBILITIES

Section 1. Transportation employees shall be under the supervision of the Director of Finance and Operations or his/her designee during the school calendar year for work assigned on a job description prepared by Director of Finance and Operations. Supervisor has the responsibility to change work assignments on a temporary basis when need arises.

Section 2. A spirit of cooperation and professionalism should prevail at all times between the transportation employee, teachers, and Principals.

Section 3. Transportation employees shall be required to attend an in-service training program once a year. Additional training and/or informational meetings may be scheduled. The time and place of the training shall be arranged by Management. The purpose of these sessions shall be to improve work skills and to provide better service to the District.

Section 4. Drivers will supervise students unless a teacher is present.

Section 5. All transportation employees shall maintain a functioning telephone and make the telephone number available to the Transportation Coordinator.

Section 6. Personal cell phones are to be turned to "silent or vibrate" and not used except for District business.

Section 7. Smoking is prohibited on school property per the Illinois School Code (105 ILCS 5/10-20.5b)

ARTICLE 3 WORK DAY

1. The work day shall be as assigned by the Transportation Coordinator, and may vary from day to day.
2. Employees shall be paid As per Article 19 of the Custodian/Maintenance portion of this contract.

ARTICLE 4 OVERTIME

Section 1. Overtime

Overtime shall be defined as authorized hours of work in excess of 40 hours during the period Saturday (12:01 AM) through Friday (midnight) excluding sick leave, personal leave and vacation days. Holidays are considered an authorized work day. Overtime shall be compensated at the rate of one and one-half times the regular hourly rate of the employee for actual hours worked.

Section 2. Trips

Trips will be assigned by the Transportation Coordinator as deemed necessary. In the event no drivers wish to drive a required trip which would result in overtime, the driver with the least seniority would be assigned the overtime hours.

Section 3. Submission of Overtime

All overtime work shall be turned into the Transportation Coordinator the next workday after work is completed.

**ARTICLE 5
SENIORITY**

Section 1. Seniority means length of full-time service in category to the school district. When more than one person is hired on the same day, seniority shall be determined by lottery on the first day of work. Numbers corresponding to the number hired shall be drawn by those hired, lowest number shall be highest in seniority. The lottery shall be conducted by the Transportation Coordinator and a Union Steward.

- a) Seniority will become effective after a probationary period of six months. Determination of an employee's seniority shall be based upon the date of hire in a permanent full-time position.
- b) Qualifications of any position must meet standards required for the job. Qualifications and standards will be furnished to union representatives prior to the filling of any position.
- c) When a job is abolished by the Board of Education, termination will be based upon full-time seniority in that category of position. The last person hired will be laid off and will become eligible for call person work and part-time work. Re-employment will occur in the order of seniority for a period of eighteen months.
- d) If a transportation employee transfers to another position within the district and then, returns to a transportation position, he or she will retain seniority in the district but will be placed at the bottom of the transportation seniority list.
- e) Transportation employees cannot bid on custodial/maintenance positions and custodial/maintenance employees cannot bid on transportation positions.

**ARTICLE 6
TRANSPORTATION DRIVERS WAGE SCHEDULE**

TRANSPORTATION WAGES


| Transportation Drivers | <u>2015-16</u> | <u>2016-17</u> | 2017-18 | 2018-19 |
|-------------------------------|----------------|----------------|---------|---------|
| | <u>\$12.99</u> | <u>13.39</u> | | |

APPROVED BY:

Galesburg Division of Local No. 73, NEGOTIATING COMMITTEE S.E.I.U.



Secretary Treasurer, Local 73

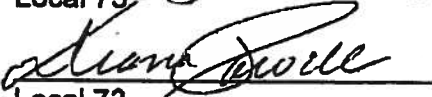

Sr. Field Organizer


Local 73


Local 73


Local 73

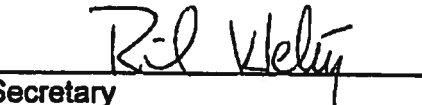

Local 73


Local 73

ADOPTED BY:

Members of the Board of Education School District #205


President


Secretary

EFFECTIVE July 1, 2015– June 30, 2019