

**2015 – 2020
AGREEMENT
Between
THE BOARD OF EDUCATION DISTRICT #126
Alsip Hazelgreen and Oak Lawn, Illinois
And
District #126 Local #73, Service Employees
International Union, CTW**

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THE BOARD OF EDUCATION DISTRICT #126

Alsip, Hazelgreen and Oak Lawn, Illinois
and

District #126 Local #73, Service Employees International Union, CTW

I. RECOGNITION

This Agreement is made and entered into this 14th day of May, 2015 by and between the Board of Education of District #126, Cook County, the Alsip, Hazelgreen and Oak Lawn Schools hereafter referred to as the "Board" and the District 126 Local #73, Service Employees International Union, CTW hereafter referred to as the "Union", as the sole collective bargaining representatives for all regular full-time custodial and maintenance personnel. Supervisory positions shall be excluded. A supervisor shall be held to mean anyone having authority in the interest of the Board, to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, discipline, or evaluate, or having responsibility to direct other employees of the Board, or to adjust grievances or to recommend such action in collection with any of the foregoing.

II. FAIR SHARE

All full time employees covered by this Agreement who are not members of the Union shall, commencing 30 days after their employment, or the effective date of this Agreement, whichever is later, and continuing during the term of this Agreement, and so long as they remain fair share members of the Union, shall pay to the Union each month their proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required by members of the Union. Such proportionate share payment shall be deducted by the Board from the earnings of the non-member full-time employees and be paid to the Union, except as may be provided otherwise by law for those employees with bona fide religious objections. The Union shall submit to the Board an affidavit which specifies the amount which constitutes said proportionate share, which amount shall not exceed the dues uniformly required of members of the Union.

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

III. COPE CHECK OFF

The Employer, upon receipt of a payroll deduction authorization card signed by the employee, shall deduct from the wages of such employee the amount specified on the card as regular contributions to SEIU COPE. The employer will regularly remit such sums deducted for that purpose to the Union. The employee may at any time revoke in writing his/her authorization of the SEIU COPE payroll deduction.

IV. NON-DISCRIMINATION

Neither the Board nor the Union shall discriminate against any employee on the basis of sex, race, color, creed or national origin, marital status, disability or other legally protected status.

There shall be no discrimination against any employee for union activity or functioning as a Steward, Committee Member, or Union Official.

V. MANAGEMENT RIGHTS

The provisions of this Agreement shall constitute Board policy of record for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

The Board, on behalf of the electors of the District, retains the ultimate responsibilities for proper management of the District conferred upon and vested in it by the Statutes and Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for and the right to:

- a. Maintain executive management and administrative control of the District and its properties and facilities and the professional activities of its employees as related to the conduct of District affairs;
- b. Hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- c. Delegate authority through recognized administrative channels for the development and organization of the means and methods of carrying out Board Policy with reference to the custodial and maintenance program of the School District.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois School Code or any other national, state, county, district or local laws or regulations as they pertain to education.

The exercise of the forgoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

VI. NON-INTERRUPTION OF WORK

In consideration of the Board's good faith observance of the terms of the grievance and arbitration procedure, the Union agrees that neither the Union nor any of the employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the Board regardless of the reason for so doing during the term of this Agreement.

The District will not lock out employees during the term of this Agreement.

VII. SENIORITY AND PROMOTION

Obtaining the best possible certified and non-certified staff is a most important responsibility of the School Board. When a vacancy occurs, the Administration will post notice of such vacancy for bid for five (5)

workdays and encourage and employee to apply. Through other means, other interested candidates will be solicited. After a through screening process including written application, letters of inquiry, and interview, the Administration will recommend to the Board the best possible candidate from all those who properly made application. The credentials of the recommended candidate will be on the Board Table for Board Review (An exception is the selection of the Superintendent).

- a. The principal of seniority shall prevail with the following provisions.
 - i. Seniority shall begin upon completion of the probationary period which shall apply to either new employees or employees of the District promoted into the bargaining unit. Bargaining unit employees, promoted to positions within the bargaining unit, shall keep their seniority; however, their appropriate place on the Salary Schedule will be negotiated between the Union and the District.
 - ii. After an employee completes the probationary period of six (6) months, seniority rights shall revert to the first day of employment.
 - iii. When a custodial vacancy occurs, notice of such vacancy shall be made to each custodial and maintenance man before the vacancy filled. Notices of all vacancies are to be posted. All bids for a vacancy will be made in writing to the Chief of Maintenance.
 - iv. If the applicants are equally qualified in skill and ability, seniority shall govern.
- b. Lateral Transfers: Whenever a new job or vacancy occurs at a new location or a vacancy occurs in an existing location, it shall be posted for bid for five (5) work days. Any employee who has completed his/her probationary period would be eligible to bid by signing the posting. The vacancy shall be filled within ten (10) work days by selecting the most qualified senior employee within the job classification who has put in a bid for that position.

VIII. HOURS OF WORK AND OVERTIME

- a. Work year – 12 months (52 weeks): 260 days/2080 hours.
- b. The standard work-week shall consist of forty (40) hours.
 - i. The custodian may be required to arrive early on days when temperature is extremely cold or in case of heavy snow.
 - ii. Starting and quitting time will be established by the Superintendent or his delegated authority.
 - iii. Time and one half will be paid for all work after 8 hours in any one day and 40 hours in any one week.
 - iv. All Sunday and holiday work shall be paid for at the rate of double time (Board approved school waiver days are not considered holidays for holiday pay rate).
 - v. Emergency call back of two (2) hours guaranteed (Overtime rate 1½ times hourly rate and Sunday/holidays are double time [Board approved school waiver days are not considered holidays for holiday pay rate]).
 - vi. The maintenance men are to be included in custodial overtime option.
 - vii. That full time employees would be given preference over part time employees on overtime.
 - viii. For periodic school openings an employee will be paid 1 hour guaranteed to open and 1 hour guaranteed to close with clean-up, at the prevailing rate.
- c. Process used in the scheduling of overtime:

- i. Weekend and big function overtime: The maintenance men are given preference, due to the fact that during the heating season the maintenance men are already paid to check the heating equipment, therefore, they can open in the morning while checking the heat and can close at night for 1 hours pay at the appropriate rate. The reason for having them do the big functions is that if there is any mechanical problem, the maintenance men will be there to handle it without it being necessary to call in another person for a call-back.
- ii. Custodial replacement overtime: It shall be at the discretion of the Superintendent or his designee as to whether to fill a vacancy with overtime, temporary transfer, hire a replacement, not to fill the vacancy, etc. If the Superintendent decides to fill the vacancy with overtime then the custodial overtime will be rotated by occurrence verses hours in the following way: There will be two (2) overtime lists. One list will be for the custodian participating only in overtime in their own particular building and will be applied first. The second list will be for both custodians and maintenance employees for any building overtime. If an employee does not wish to work overtime at all, the employee will not be called to work and will not be on either of the two (2) overtime lists. The any building overtime list will be checked to see who did the previous overtime, to make sure the same person is not working all of the overtime. If an employee on the any building overtime list cannot work or refuses to work the particular overtime, this occurrence will be recorded as time worked and he will be skipped the next time his name comes up on the any building overtime list.
- iii. The District will maintain a substitute custodian list and may call in a substitute custodian if after going through the overtime lists the overtime hours have not been filled.
- iv. Weekend overtime: Any overtime that is schedule for weekends, etc., will not fall under the 2 hour call back rule. If the building is only opened for someone and the person is called to close and do minor cleanup, the District will pay 1 hour to open and 1 hour to close.
- v. Regular and emergency overtime and assignments: Whenever overtime assignments are necessary as determined by the Chief of Maintenance or his designee after exhausting all of the above listed procedures for filling the overtime position(s) and there is no one willing and/or available to work the overtime, the Chief of Maintenance shall select at his discretion a custodian/maintenance employee with the least seniority to work the overtime assignment.

IX. HOLIDAYS WITH PAY

The District shall observe the following holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Casimir Pulaski Day
Good Friday
Memorial Day
Fourth of July (12 month employees only)
Labor Day
Columbus Day

Veteran's Day (only when it falls on a weekday)
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve Day
 Christmas Day
 New Year's Eve Day

Employees shall be granted the day off with pay on each of the above holidays. Holiday pay shall be calculated based on the number of hours an employee is scheduled to work in a day times the employee's hourly rate.

If a holiday listed above is a student attendance day the employee shall receive a floating holiday in exchange for the holiday unless the student attendance day has been created because it is making up a non-attendance day from an emergency school closing in which employees did not work but received compensation.

X. VACATION WITH PAY

First Year	
Start on or before January 1 st	5 days
Start after January 1 st	0 days
(first year starts July 1 st)	
Second Year – Fourth Year	10 days
Fifth Year – Ninth Year	15 days
Tenth Year and above	20 days

- a. Custodian and maintenance employees who were hired prior to July 1, 2002, shall be eligible for 5 weeks (25 days) of vacation at 15 years.
- b. Custodial and maintenance staff are not to take vacations 1 week before school begins, unless approved by the Chief of Maintenance.
- c. One building custodian must be on duty each week of the summer (so that each school has one custodian on duty each week during the summer). Vacations would be granted by district seniority in each building. Vacations must be taken in 5 day increments, Monday through Friday during the summer. The Chief of Maintenance will have the sole discretion to grant or deny any special cases where a building would have no custodian.
- d. All employees with 5 weeks of vacation will be required to take one week of vacation during Winter Break, Spring Break, Institute Days, Parent Teacher Conference Days, or any other days when students are not in school. Seniority will prevail, two people at once and only one per building at a time.
 Scheduling sheets will be sent out before school starts. If sheets are not returned or completed, days will be assigned by the Chief of Maintenance.
- e. Vacation Days: Taking vacation days during the school year. Custodial staff may be permitted to take their earned vacation days during the school year subject to the following guidelines:
 - i. The granting of permission to take a vacation day(s) will be within the sole and absolute discretion of the Chief of Maintenance.
 - ii. The decision to deny such a request by the Chief of Maintenance shall be non-arbitral and not subject to grievance.

- iii. Twenty four (24) hours' notice must be given to the Chief of Maintenance of the intent to take such vacation day(s).
- iv. No more than one (1) member of the custodial staff will be granted a vacation day(s) on the same day due to the problem of adequately covering the job duties of the individual custodian who is taking a vacation day(s).
- v. Requests for vacation day(s), if granted will be honored in the order which requests were made, i.e., first come, first served.

XI. HOSPITALIZATION

- a. The Board group insurance program (PPO Plan 1, PPO Plan 2, HMO Illinois and HM Blue Advantage) covering employees shall be provided, subject to the terms and conditions of the insurance policies thereunder. The Board has a right to elect a different insurance carrier provided the benefits remain substantially equal. Employees shall receive the group health insurance program and premium contribution negotiated between the Board and District 126 Council of Teachers Local 943, subject to the terms and conditions of the insurance policies thereunder.
- b. The Board shall contribute the full cost of health insurance premiums for the PPO single and HMO single for the life of the contract for employees hired prior to the 2010-2011 school year. Employees hired beginning with the 2010-2011 school year and thereafter shall receive the single HMO at no cost or pay the following single premium of either the PPO Plan 1 or PPO Plan 2:

2015-2016	\$55.00 per month
2016-2017	\$60.00 per month
2017-2018	\$65.00 per month
2018-2019	\$70.00 per month
2019-2020	\$75.00 per month

The Board's annual contribution for PPO single +1 and/or family shall be 75% of the annual premium but in no event shall the Board's annual contribution toward PPO single +1 and/or family premium be more than 120% of the prior year's premium. The Board's annual contribution for HMO single +1 and/or family shall be 75% of the annual premium but in no event shall the Board's annual contribution toward HMO single +1 and/or family be more than 120% of the prior year's premium. The salary for each employee who elects single +1 or family coverage shall be reduced in an amount of the pro rata annual premium attributable to single +1 or family coverage.

Employees who elect to annually waive their health insurance benefits shall receive compensation equal to \$2,231.40 annual for the term of the Agreement and shall participate in the Annuity Plan.

XII. MILEAGE REIMBURSEMENT

Employees required by the administration to use their automobile during the school day shall be reimbursed for such business use in a flat amount equivalent to the allowable IRS deduction for each of such business use.

XIII. WORKSHOP/COURSE REIMBURSEMENT

The District will reimburse costs for skill improvement up to a limit of \$1,200.00 per year/\$6,000.00 lifetime.

All courses must be approved in writing by the Chief of Maintenance and the Superintendent. No employee will receive more than a total of \$6,000.00 in reimbursement.

XIV. UNIFORMS FOR MAINTENANCE AND CUSTODIAL EMPLOYEES

The District will provide at least three (3) shirts per year for the District's custodial and maintenance employees. The District will select the type, color and style of the shirts. All employees will be responsible for the cleaning and upkeep of the shirts.

XV. LEAVES

a. Sick Leave

- i. Employees who work 600 hours per the Illinois School Code shall be entitled to receive 10 sick days per year, except, twelve (12) month employees shall be entitled to receive 12 sick days per year. Sick leave not used in the year of service for which it is granted, shall be allowed to accumulate. A day of sick leave pay shall be calculated based on the number of hours the employee is regularly scheduled to work in a day times the employee's hourly rate.

Upon retirement, employees will be entitled to \$50 per day for unused accumulated sick days not used to increase IMRF service credit up to a maximum of \$4,000.

- ii. An employee shall be entitled to sick leave for days on which they cannot work because of personal illness, quarantine at home, or serious illness or death in the immediate family or household. "Immediate family" shall include parent, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law, sisters-in-law, and legal guardians. An employee shall be entitled to sick pay if she suffers a temporary physical disability due to pregnancy or childbirth. A statement from the employee's doctor, or a doctor of the Board's choice may be required by the Administration to establish eligibility for sick leave. The Administration shall not subject the employee to undue harassment to establish eligibility for sick leave.
- iii. In order to be eligible for sick leave an employee or a member of his household, shall, whenever possible, report his absence to the Chief of Maintenance prior to his absence and shall file a "Statement of Absences from Duties", as previously required. An employee on leave of absence shall not be eligible for sick leave nor shall he accumulate sick leave days.

b. Personal Days

Employees with ten (10) or more years of service shall be entitled to three (3) personal days for personal business, emergency absences, religious holidays, personal court appearances, etc. In order to be eligible for personal leave, the employee must give the

Chief of Maintenance eighteen (18) hours' notice except in emergencies which prevent such notice.

Employees shall not be required to disclose the reason for taking personal leave, but need only state "personal leave" on the report form. Personal leave may not be taken: (1) the first five (5) days or last five (5) days of the school year, (2) on three (3) consecutive days, (3) on two (2) consecutive days immediately before or after a holiday or vacation, or (4) on both the day immediately before a holiday and on the day immediately after the same holiday. Personal days not used in the year of service for which it is granted shall become sick days.

c. Bereavement Pay

Employees who lose time on days on which they are scheduled to work due to a death in their immediate family shall be granted up to 3 days paid leave for time lost as a result of such death. Employees may not claim paid bereavement leave for the fourth and subsequent days following said death, except that an additional day of bereavement leave may be granted by the Board if an employee must travel a considerable distance to attend a funeral of an employee's immediate family. Upon request, employees shall furnish proof of death.

d. Jury Duty

Employees who lose time on days which they are scheduled to work due to service on a jury or who are subpoenaed to testify in court on behalf of the District shall suffer no loss of salary thereby, provided they remit to the board any money they receive for such jury duty or said court appearance and they give notice to the Chief of Maintenance of the dates of their absences upon receipt of any notice of jury duty or said court appearance.

e. Personal Leave

Upon request to the Chief of Maintenance, an employee shall be granted personal leave for personal business, for emergency absences, such as religious holidays, personal court appearances, etc. In order to be eligible for personal leave, the employee must give the Chief of Maintenance 18 hours' notice except in emergencies which prevent such notice. Employees shall not be required to disclose the reason for taking personal leave, but need only state "personal leave" on the report form. Up to 3 days of an employee's accumulated sick leave per year may be used for personal leave.

Personal leave may not be taken: (1) the first or last week of school; (2) on the days before or after a holiday or vacation; however, upon the written request of an employee, an administrator may, within his sole and absolute discretion, approve such request, provided that a decision to deny such a request by an administrator shall be non-arbitral.

f. Maternity

An employee who is pregnant shall notify the Chief of Maintenance by the end of the third month. An employee who is pregnant may in writing, request a leave of absence without pay for the balance of the fiscal year and for not more than 1 year (July 1 to June 30) thereafter for each occurrence of pregnancy, provided the employee may not have consecutive maternity leave of absence and must return to work for at least 1 year before being eligible to seek another maternity leave of absence. A maternity leave of absence may begin when the pregnant employee so desires, but not later than when she is unable to perform her duties satisfactorily. A maternity leave of absence shall end as of June 30th.

A statement from the employee's doctor, or a doctor of the Board's choice, if the Board so desires, may be required to establish the employee's ability to perform or resume her duties.

Absence or maternity leave shall not be considered a break in service under this Agreement but the period of leave shall not count as service in the District for any purpose.

At the end of an employee's maternity leave, the employee shall have a right to return to employment in the District provided she notifies the Superintendent and Chief of Maintenance in writing by March 1st. If the position she left is open, she may return to that position. If the position she left is filled or discontinued, she shall be placed in an available position as determined by the Chief of Maintenance.

Health insurance shall continue for three months for employees taking maternity leave. Thereafter an employee on maternity leave shall be entitled to continue her group insurance benefits at her expense, provided she submits the monthly premium timely to the Board in accordance with the Board's direction. The maternity leave provisions shall apply to employees who adopt children and to male employees who apply for paternity leave.

g. General Leave of Absence

Upon approval of the Board an employee shall be granted up to one year's leave of absence without pay when such absence is deemed beneficial to both the employee and the school. Such leaves shall start and end at the beginning of the fiscal year.

Requests for leave without pay shall be filed in writing with the Chief of Maintenance and the Superintendent. Each request must indicate the reason and the period of time for which leave is requested. Upon receipt of the request the Superintendent shall make a recommendation to the Board for granting the request or denying it. The decision of the Board shall be final. The Board may set the conditions of such leave.

Failure to return upon termination of a leave shall constitute termination of employment. Written notices of intent to return from a leave shall be filed as soon as possible but not later than March 1 of the school year. Failure to timely notify the Administration of an intent to return shall not obligate the Board to employ the employee.

h. Military Leave

Military Leave will be given in accordance with applicable laws.

i. FMLA Leave

Employees will be entitled to FMLA Leave under the terms of the District's Family and Medical Leave Act policy.

XVI. GRIEVANCES AND GRIEVANCE COMMITTEE

Employee Grievance Procedure

Definitions:

A grievance is any alleged violation, misinterpretation or misapplication of this Agreement.

An "aggrieved person" is the person or persons filing the claim.

The term person or persons includes individuals or groups of Local 73 personnel covered by this Agreement or Union Representative.

"Days" referred to will be construed to mean actual work days for purposes of this Agreement.

Purpose:

The purpose of this procedure is to secure, at the lowest possible level, solutions to claims of the aggrieved person. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any custodian with a grievance to discuss the matter informally with any appropriate member of the Administration or proceed independently as described in Level 1 and Level 2 of these procedures.

Structure:

The Union shall be recognized as the official representative of the custodians in the grievance procedure. A representative of the Union may attend any of the conferences and/or hearings at Level 1 through 5.

Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum to expedite the process. Grievances over the suspension or termination of an employee will be filed directly as the third step. No grievance shall be entertained or processed unless it is submitted within 10 school days after the grievant had knowledge or should have had knowledge of the last asserted violation of the Agreement giving rise to the grievance. Time is of the essence to this Agreement. Time limits may be extended only by mutual agreement.

Level 1

An aggrieved person shall first meet with his immediate supervisor (Chief of Maintenance) and orally and informally discuss the grievance.

Level 2

If a satisfactory agreement is not reached, an aggrieved person shall file his grievance in writing with the Chief of Maintenance within 10 days after receiving an answer to Level 1. The Chief of Maintenance shall confer with the grievant and appropriate persons in an attempt to resolve the grievance. A decision, in writing, shall be rendered to the aggrieved within 5 days.

Level 3

If a satisfactory agreement is not reached at Level 2, the aggrieved may appeal to the Superintendent, or his designee, in writing, within 10 school days after he has received the decision of the Chief of Maintenance. The Superintendent, or his designee, shall hold a conference within 10 school days after the filing of the appeal and a written decision shall be rendered by him, or his designee, within 5 school days after holding the said conference.

Level 4

If the grievant is not satisfied with the decision in Level 3, the aggrieved may appeal to the Board within 5 school days after having received the written decision of the Superintendent. The appeal shall be in writing, citing all of the pertinent information, with 10 copies sent to the Board through the Superintendent, and copies thereof shall be furnished to the Chief of Maintenance and the Superintendent. The Board shall set a hearing date at its next regular Board meeting and will hear the grievance within 10 school days following said Board meeting. The Board shall hear the grievance and it shall then render its decision within 5 school days after the hearing of the grievance and shall communicate it in writing through the Superintendent's Office to the aggrieved and the Union.

Level 5

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level 4, the grievance may be submitted by the Union (but not a custodian) to arbitration within 10 school days after receipt of the Board's answer in Level 4. The parties shall attempt to agree upon an arbitrator within 5 school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said 5 day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of 5 arbitrators. Both the Board and the Union shall have the right to strike 2 names from the panel. The party requesting arbitration shall strike the first 2 names; the other party shall then strike 2 names. The remaining person shall be arbitrator. The arbitrator shall be notified of his selection by a joint letter from representatives of the Board and the Union requesting that he set a time and place, subject to the availability of the Board and Union representatives.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within 30 days following close of the hearing or submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application or the specific terms of this Agreement involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and faculty members and shall be immediately implemented. The fees of the arbitrator shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them.

Rights to Representation:

No employee may be represented by an organization other than the Union in any grievance procedure initiated pursuant to this Agreement.

Miscellaneous:

- a. A grievance may be withdrawn by written notification to concerned parties at any level without prejudice or record. However, if in the judgment of the Union, the grievance affects a group of employees, the Union may process the grievances at the appropriate level.
- b. Written copies of all decisions concerning processed grievances shall be sent to all parties involved.
- c. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
- d. Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.
- e. The failure of the employee to act within the time limits will act as a bar to further appeals.
- f. The Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.
- g. An employee who participates in the grievance procedure shall be free from disciplinary action, reprisal or recrimination because of such participation.
- h. The Union or Board shall have the right to use the grievance and arbitration procedure starting at the appropriate level.

XVII. TERMINATION OF EMPLOYMENT

- a. Employees may be suspended with or without pay by the Superintendent or his delegated authority upon just cause until the next regular Board meeting.
- b. Employees may be terminated from employment for just cause upon the recommendation of the Superintendent to the Board of Education.
- c. Reasons for termination will be presented to the Board in writing along with a copy to the employee concerned.
- d. In case of termination of employment either by employee or by authority of the Board, at least two weeks' notice will be given, except that if in the opinion of the Board or its representative, the continued presence of the employee on the premises will be detrimental to the best interest of the school, then employment may be terminated immediately upon notice along with two (2) weeks' pay in lieu thereof.

XVIII. HEALTH AND SAFETY

It is agreed that there shall be maintained such health, safety, and sanitary methods as are necessary to protect and preserve the welfare of the employee during working hours. Adequate washrooms and toilet facilities shall be maintained wherever possible. A first aid kit will be made available for each building custodian to be placed in a convenient location for custodial emergency use.

There may be a safety committee of not less than one employee selected by the employees themselves and one from the supervision. This committee shall investigate, discuss, and submit recommendations calculated to relieve any unsafe working conditions that may exist. They shall investigate and recommend ways and means of providing for the health and welfare of the employees. Recommendations are to be submitted to the Chief of Maintenance and the Superintendent. It is agreed that reasonable efforts will be made to improve any unfavorable conditions which the committee may call to its attention.

XIX. PROCEDURE TO FOLLOW WHEN AN EMPLOYEE IS HURT ON THE JOB

If a custodial or maintenance employee is hurt on the job, he is to immediately report to the Chief of Maintenance and the Building Principal who will have the school secretary fill in four copies of the Employer's Report of Injury, giving details as to the accident, extent of injury, personal statistics, etc. He is also asked to keep the Main Office informed of his progress. He may go to any doctor or clinic for examination and treatment.

An operating employee injured on the job will be allowed 30 calendar day's absence at full pay, the Board of Education supplementing the amount paid by Workmen's Compensation Insurance up to the employee's full salary. Days absent because of job injury will not be deducted from the sick leave allowance.

XX. ROLE OF THE CHIEF OF MAINTENANCE AND BUILDING PRINCIPAL

The general cleaning and maintenance of the building such as cleaning classrooms and halls, care of grounds, waxing floors, washing windows, cleaning washrooms, repair and upkeep of equipment falls under the jurisdiction of the Chief of Maintenance. The assignment of duties to custodians and maintenance employees shall be made by the Chief of Maintenance or his delegated authority. The Chief of Maintenance will also be responsible for the hours and overtime of custodians and be responsible to see that the custodians work the required number of hours. All inquiries and matters pertaining to routine cleaning and maintenance will be the responsibility of the Chief of Maintenance. The Building Principal is responsible for the safety and operation of the school. The Building Principal may direct custodians and maintenance employees in matters pertaining to the education program and any emergency that would affect the safety and operation of the school i.e. setting up chairs for an assembly, unloading a delivery truck, cleaning up after a sick student.

XXI. INDEMNIFICATION

The Board will indemnify and protect all employees from damages, claims including defense, as provided under the Ill. School Code and subject to the terms and conditions of any insurance policies the Board may have with respect to such claims.

XXII. SALARY SCHEDULE

Custodial starting rate of pay shall be:

2015-2016	\$13.50 per hour
2016-2017	\$13.75 per hour
2017-2018	\$14.00 per hour
2018-2019	\$14.25 per hour
2019-2020	\$14.50 per hour

Custodial maximum rate of pay shall be:

2015-2016	\$25.00 per hour
2016-2017	\$25.00 per hour
2017-2018	\$25.00 per hour
2018-2019	\$25.00 per hour
2019-2020	\$25.50 per hour

Maintenance starting rate of pay shall be:

2015-2016	\$18.50 per hour
2016-2017	\$18.75 per hour
2017-2018	\$19.00 per hour
2018-2019	\$19.25 per hour
2019-2020	\$19.50 per hour

Maintenance maximum rate of pay shall be:

2015-2016	\$26.00 per hour
2016-2017	\$26.00 per hour
2017-2018	\$26.00 per hour
2018-2019	\$26.00 per hour
2019-2020	\$26.50 per hour

Current employees will be compensated at a rate at least \$1.00 per hour higher than the starting rate of pay.

Custodial and Maintenance employees shall receive \$1.00 per hour annual increase until they reach the maximum hourly rate listed above.

An employee whose pay remains the same from the prior year because they have reached the top rate of pay shall receive a \$500 lump sum bonus in December and June of the school year.

Night differential shall be \$0.20 per hour.

Employees starting on or before January 1st shall receive an increase in pay on July 1st, employees starting after January 1st will not receive an increase until the second July 1st with the district.

Employees hired prior to the 2010-2011 school year shall receive a \$5.00 increase in their hourly rate at the beginning of their 9th year of service with the district. This increase shall not exceed the maximum rate of pay listed above.

The district may give salary schedule credit for new employees with relevant work experience.

DURATION OF AGREEMENT:

This agreement shall be effective on the date of ratification and approval and shall remain in force and effect until June 30, 2020.

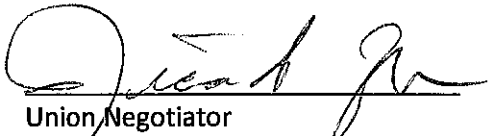
Either party may give the other notification of its desire to renegotiate this Agreement. This notification shall be sent to the normal mailing address of the other party not later than 90 days prior to the expiration date of this Agreement.

This Agreement and any addendums are made in duplicate, and each copy is an original copy.

Executed in Alsip, Illinois on May 14, 2015

Service Employees International
Union, CTW Local #73

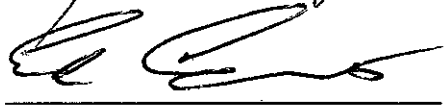
Board of Education
Alsip, Hazelgreen and Oak Lawn
School District 126



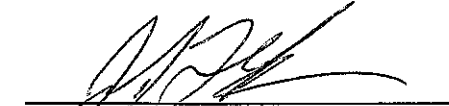
Union Negotiator



Board President



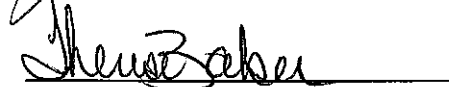
Union President



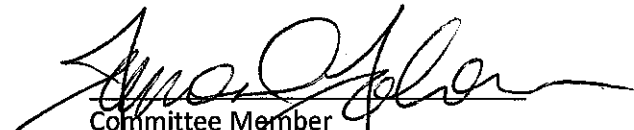
Board Vice President



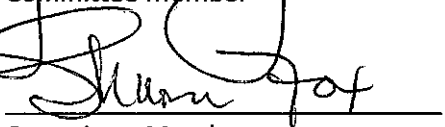
Committee Member



Board Secretary



Committee Member



Committee Member