AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF COOK COUNTY SCHOOL DISTRICT 130
COOK COUNTY, ILLINOIS

AND

THE SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 73,
CIW, CLC

This Agreement for the period of JULY 1, 2016, to and including JUNE 30, 2019, covers the salaries, fringe benefits, and employment conditions of all Employees of the Board described in Article I, Section A.
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PREAMBLE

This AGREEMENT is effective the 1st day of July, 2016, by and between the BOARD OF EDUCATION OF COOK COUNTY SCHOOL DISTRICT 130 (hereinafter referred to as the "Board" or "District" as appropriate) and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, CtW, CLC (hereinafter referred to as the "Union"), and applies only to said parties.

Accordingly, it is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by the Agreement; to prevent interruptions of work and interference with the operations of the District's schools; to maintain the highest standards of personal and professional integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein. Nothing contained herein shall be subject to the grievance procedure.

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I
RECOGNITION

A. The Board recognizes the Union as the exclusive bargaining representative for all regular and temporary full time Building Custodians (Classifications I and II), Maintenance Personnel and Truck Driver classifications, excluding supervisory, confidential, and managerial employees as defined by applicable law.

B. The term "Board" refers to the Board of Education of Cook County School District 130 and its individual members, and/or if the context so requires, its administrators, agents, employees not described in Section A of this Article, and assigns.

C. Unless otherwise specified, the term "days" means workdays; during a recess period, the term "days" means days that the Board's administrative offices are open.

D. The term "District" refers collectively to all educational facilities or academic locations of the Board.

E. The term "School" refers to any single educational facility or academic location of the District.

F. The term "Steward" means the Union representative.
G. The term "Employee" includes all members of the bargaining unit described in Paragraph A of this Article.

H. The term "Union" refers to the School District 130 Chapter of the Service Employees' International Union, Local 73, but may include a field representative of the Service Employees' International Union, CtW, CLC where desired.

I. Temporary Employees - The first three (3) days of extended absence due to injury, illness, leave or vacation will be covered by use of current staff. After three (3) consecutive days of absence, temporary employees may be hired to replace those Employees who are unable to work because of absence due to injury, illness, leave, or vacation. Temporary employees hired to replace Employees on extended leave of absence due to injury or illness shall be included in the bargaining unit, and subject to the salary schedule and terms and conditions of this Agreement. Temporary employees hired to replace Employees on extended leave of absence due to injury or illness shall be hired on a stated time contract for a period of time determined at the sole discretion of the District not to exceed six (6) months in duration. Stated time contracts may be renewed at the District’s sole discretion. Employment ends at the conclusion of the stated time contract, or upon the Employee’s return to work (whichever occurs first). The stated time contract shall include the number of workdays and paid leave days (determined on a prorated basis). For example, a temporary employee hired to replace an Employee due to extended leave of absence due to injury or illness shall receive one (1) and 1/12 days per month sick leave.

Temporary employees who work Summer, Winter and/or Spring recess, shall not be included in the bargaining unit and shall not be subject to the salary schedule nor the terms and conditions of this Agreement. A recess shall begin the calendar day after the last scheduled school day and shall end the calendar day before the commencement of the school schedule.

Temporary employees on a stated time contract may apply for vacant permanent positions.

If the Board of Education subsequently fills an open position with an employee who has been filling the position on a temporary basis, the employee shall accrue seniority retroactive to the date he/she was hired into the position as a temporary employee.

J. Seniority - Seniority is length of service from date of hire. Upon successful completion of a probationary period of ninety (90) days seniority shall revert to date of hire. Seniority shall apply, in case of decrease in the work force, on a District basis. In the event two employees are hired by the Board on the same date, seniority for the purpose of decrease in the workforce shall be determined by the "flip of a coin." Specifications for staff openings will be carefully drawn and scrupulously observed in the selection process.
When possible, the District will encourage promotion from within the organization; it will also encourage applications from outside the District. Selection will be made on the basis of competency only. Current staff shall be given consideration by application.

Overtime will be equalized within each building unless an Employee refuses overtime for illness or other reasons in which case overtime will be offered to other Employees as determined by the Supervisor of Buildings & Grounds or the Administrator for Business Services.

The District will audit overtime by building for building employees, and by district for District Employees, and present the results to the Union twice a year.

Seniority shall apply in the choice of annual vacation.

ARTICLE II
GENERAL PRINCIPLES

A. ATTAINING OBJECTIVES

It is agreed the attainment of objectives of the best custodial program for the District requires mutual understanding between the Board, the Superintendent, the administrative supervisory staff, and the Employees.

B. CUSTODIAL PERSONNEL

The Employees render an important and special service to the District; Employees who are reasonably well satisfied with the conditions under which their services are rendered will make a maximum contribution to the District. The Employees have the right to join or not to join any organization for their economic improvement, and to engage in or refuse to engage in the activities of such organization.

Any individual or group of Employees may present views and opinions to the Board; when matters which are proper subjects for collective bargaining are to be discussed with the Board by such individuals or groups, the Union shall be notified as to such matters. Any changes or modifications in salaries, fringe benefits, and employment conditions shall be made only through negotiations with the Union.

C. BOARD OF EDUCATION

Except as specifically modified by the terms of this Agreement the Union recognizes that the legal responsibility for the education of the children in the District, and the operation of the District is vested in the Board, and that this responsibility cannot be lawfully delegated.
The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities of final decision making for the proper management and administration of the District conferred upon and vested in it by the Statutes and Constitution of the State of Illinois and the United States. Such rights include but are not limited to the following: to plan, direct, control, and determine all the operations and services of the District; to supervise and direct its personnel; to establish qualifications for employment and to employ personnel; to schedule and assign work (provided, that the Board shall maintain one Custodian I position on each shift in each building except the Whittier School, Revere Intermediate School and Horace Mann School); to establish work and productivity standards; to assign overtime; to determine methods, means, organization, and number of personnel by which operations are conducted; to determine whether and which services are to be provided by employees covered by this Agreement; to maintain discipline, order, and efficiency; to make, alter, and enforce reasonable rules, regulations, orders, and policies (provided that only rules, regulations, orders, and policies that are mandatory subjects of bargaining shall be subject to Article IX and the Illinois Education Labor Relations Act); to evaluate employees; to discipline, suspend, demote, and discharge Employees (excluding probationary and temporary employees) for just cause; to change or eliminate existing methods, equipment, or facilities; and to carry out the mission of the District; provided, however, that the exercise of any of the above rights shall not conflict with any of the terms of this Agreement.

The Board agrees with the tenets of progressive and corrective discipline, including, but not limited to, oral reprimand, written reprimand, suspension with or without pay, and discharge. Nothing contained herein shall require the Board to exhaust any or all of the listed disciplinary techniques when a determination has been made of the need to discipline an Employee.

D. NEGOTIATING PROCEDURE

If the assistance of a mediator is requested by either party in the negotiations for a successor agreement, both parties agree to utilize the services of the Federal Mediation and Conciliation Service (FMCS). Unless otherwise agreed by the parties, the parties agree to adhere to the negotiation and impasse procedures set forth in the Illinois Educational Labor Relations Act and the applicable rules and regulations of the Illinois Educational Labor Relations Board (IELRB), with the understanding that the determination of whether such procedures have been complied with shall be made solely in accordance with the provisions of the Illinois Educational Labor Relations Act and other applicable federal and state laws.
ARTICLE III
BOARD & UNION RELATIONS

A. Membership in the Union or any other employee organization not affiliated with the Board or the District shall not be a condition of employment for any Employee. The Board shall not discriminate in hiring, continuity of employment, promotional opportunities, or otherwise because of an Employee's membership, or his/her lawful organizational activities in the Union or in any other employee's organization, or his/her refusal to join any such organization, or to participate in any such activities.

B. Nothing in this Agreement shall be construed to bar an individual Employee from handling his/her own grievance or from designating an individual such as a lawyer to proceed on his/her behalf.

The disposition of any grievance shall not be deemed to change or modify the terms and conditions of this Agreement, unless the Board and the Union otherwise agree in writing.

C. For Fiscal Years 2016-2017 through 2018-2019, the Board agrees not to purchase a contracted custodial/maintenance service.

ARTICLE IV
UNION SECURITY

A. DUES DEDUCTIONS

Upon receipt of a lawfully executed written authorization from an Employee, the Board shall, during the term of this Agreement or until such authorization is revoked by the Employee, deduct payments to the Union (including proper initiation fees), in the amounts certified by the Secretary-Treasurer of the Union. Such deduction or deductions shall be made from the Employee's paycheck on an equal basis until the total amount of dues is paid, and shall be remitted by the Board to a union official designated by the Union to receive such funds.

B. COPE CHECKOFF

Once each year, normally in January, Employees may submit a written voluntary Union authorization form for the deduction of an amount designated by the Employee for the SEIU COPE fund. The Board will remit these funds semimonthly to the Union accompanied by a list of Employees making the contributions. Contributions shall be not less than $1.00 per pay period.
C. **INDEMNIFICATION**

The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments against the Board or the District resulting from any action taken or not taken by the Board pursuant to this Article.

D. No employee shall be required to join the Union to get or hold a job with the Board.

E. The parties agree that the check-off authorization shall be in a form acceptable to the Board and the Union.

F. A list of dues and Employees from whose pay dues have been deducted shall be forwarded to the Union office within thirty (30) days after such deductions are made.

G. **FAIR SHARE**

Employees covered by this Agreement who have completed the probationary period shall be required to maintain membership in the Union or to pay, in lieu of dues, a fair share fee. The fee shall consist of the proportionate share of the costs of the collective bargaining process, contract administration, and pursuit of matters affecting wages, hours, and other conditions of employment. The amount of the fee shall be certified to the Board by the Union, and fair share deductions shall be made at the same time and in the same manner as dues checkoff deductions under Section A of this Article.

The Union shall annually submit to the Board a list of employees covered by this Agreement who are not members of the Union, and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member only benefit.

The Union assumes full responsibility to insure full compliance with the requirements of applicable law with respect to the constitutional rights of fair share fee payers. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payers of an expeditious and impartial decision making process whereby fair share fee payers can object to the amount of the fair share fee.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share payers as to the amount of the fair share fee.
It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Should any Employee object to paying a fair share fee to the Union based upon bonafide religious tenets or teachings of a church or religious body of which the Employee is a member, an amount equal to the Employee's fair share fee shall be paid to a non-religious charitable organization mutually agreed upon by the Employee and the Union. If the Employee and the Union are unable to agree on the matter, payments in lieu of the fair share fee shall be made to a charitable organization from a list of charitable organizations approved by the Illinois State Labor Relations Board. The Union shall certify to the Board the charitable organization to which such payments are to be made, or the Employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

The Union agrees to indemnify and hold the Board and the District harmless against any and all claims, suits, orders, or judgment brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this Article.

ARTICLE V
LEAVES

A. SICK LEAVE

Sick leave days with pay are permitted at a rate of thirteen (13) days per year. Unused sick leave days may accumulate without limit from year to year. When the Board believes an Employee is abusing sick leave benefits, the Board may have a conference with the Employee. The Employee may have a Union representative present if desired at said conference. If the sick leave abuse continues, the Board may formally reprimand the Employee. Repeated abuse of sick leave may lead to subsequent dismissal, subject to the grievance procedure.

Employees on first shift are expected to call in no later than one (1) hour prior to the start of their shift, except in cases of emergency. Employees on second shift are expected to call in no later than three (3) hours prior to the start of their shift, except in cases of emergency. All Employees are expected to call in sick to the Supervisor of Buildings & Grounds.

B. PERSONAL LEAVE

Three (3) personal leave days with pay per year will be granted with advance notice and approval. These are non-cumulative from year to year and are deducted (as used) from the days of sick leave allowed each year.
Personal leave may be taken at any time with the following exceptions:

1. No personal leave shall be granted during the first and last week of the school year.

2. No personal leave shall be granted to extend a vacation.

3. No more than ten percent (10%) of the total number of Employees shall be granted personal leave on the same day.

C. VACATIONS

Annual vacations with pay are given for years of service in the District. A full year of service is from July 1st through the following June 30. The number of days earned is determined according to the years of service in the District as follows:

1. During the initial year of employment, Employees shall accrue vacation benefits based on a pro-ration of five (5) days per year worked.

2. Employees who have completed a full year of service with the District shall earn vacation as follows:

<table>
<thead>
<tr>
<th>Completion of</th>
<th>Amount Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st full year</td>
<td>1 week with pay</td>
</tr>
<tr>
<td>2nd full year</td>
<td>2 weeks with pay</td>
</tr>
<tr>
<td>3rd through 10th full year</td>
<td>3 weeks with pay</td>
</tr>
<tr>
<td>After the 10th full year</td>
<td>4 weeks with pay</td>
</tr>
<tr>
<td>After the 20th full year</td>
<td>5 weeks with pay</td>
</tr>
</tbody>
</table>

All vacations shall be requested at least one (1) month in advance or at such times as may be established by the Supervisor of Buildings & Grounds or the Administrator for Business Services. Accrued vacation shall normally be scheduled and taken during winter break, spring break, or in the period beginning the day after the student school year ends for summer vacation and two (2) weeks before the school year commences again. No vacation shall be granted two (2) weeks prior to the beginning of the school year. Seniority shall govern choice of time when more than one Employee requests the same period. District seniority shall be used to determine the Employees eligible on a rotating basis with no Employee exercising his/her seniority more than once during the term of this Agreement.
During the school year, a maximum of six (6) Employees may take one (1) week of accrued vacation. The Superintendent shall have the right to grant additional requests for vacation during the school year at his/her discretion, and without precedent if the District makes such feasible. Requests for this time must be made to the Supervisor of Buildings and Grounds before November 1st of each school year. No more than one (1) Employee may be on vacation during the same week. District seniority shall be used to determine the Employees eligible on a rotating basis with no Employee exercising his/her seniority more than once during the term of this Agreement.

Employees may carry over a maximum of fifteen (15) earned but unused vacation days each year until July 1st of the following year. Such vacation days not taken by said July 1st shall be lost. (For example, an Employee receives two (2) weeks (10 days) vacation for the period July 1, 2016 – June 30, 2017. If the Employee only uses five (5) vacation days, the five (5) remaining earned but unused vacation days may be carried over until July 1, 2018). Employees may not carry over more than fifteen (15) vacation days from year to year, except in cases where an Employee is unable to utilize scheduled vacation days due to the operational needs of the District. In such cases, an Employee will be allowed to carry over those unused vacation if such days exceed the fifteen (15) day limitation.

The District "Vacation Request Form" shall be altered to show the period June through June to assist Employees in scheduling their vacations.

**D. HOLIDAYS/HOLIDAY PROVISIONS**

Employees covered by this Agreement will receive either Christmas Eve or New Year's Eve off with pay. Requests for either one of these days shall be made on or before December 1st of each school year to the Supervisor of Buildings & Grounds.

All requests will be considered in the order of seniority with the final decision being made by the Supervisor of Buildings & Grounds. The Supervisor of Buildings & Grounds will post the work schedule covering these two (2) days on or before December 15th of each school year.

In addition, the Employees are entitled to the State school holidays, specifically:

- INDEPENDENCE DAY
- LABOR DAY
- COLUMBUS DAY
- VETERANS' DAY
- THANKSGIVING DAY
- FRIDAY AFTER THANKSGIVING
- CHRISTMAS

11
NEW YEAR'S DAY
MARTIN LUTHER KING'S BIRTHDAY
LINCOLN'S BIRTHDAY
CASIMIR PULASKI'S BIRTHDAY
FRIDAY BEFORE EASTER SUNDAY
MEMORIAL DAY

The specific dates are governed by the annual school calendar as adopted by the Board. If the District is not in session on any of the listed holidays, the District will provide another day for that holiday.

When a scheduled holiday falls within an Employee's vacation, the day(s) will be added to the Employee's vacation. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday; if the holiday falls on a Sunday, it shall be observed on the following Monday. If the above arrangement conflicts with the adopted school calendar, then the requirements of the school calendar shall take precedence, and other arrangements for the celebration of the holiday shall be made.

E. BEREAVEMENT LEAVE

Full-time Employees shall be granted up to three (3) days leave with pay, as necessary, for death in the immediate family. The first three (3) days so used during the school year shall be treated as non-accumulating bereavement leave, upon presentation of an obituary or other suitable proof of the deceased's relationship to the employee. If such proof is not presented, the first three days so used will be deducted from accumulated sick leave. All other days taken as bereavement leave shall be deducted from accumulated sick leave. "Immediate family" means an Employee's mother, father, mother-in-law, father-in-law, spouse, son, daughter, brother or sister, grandparents and legal guardians.

F. JURY LEAVE

The District shall pay the normal hourly wage otherwise payable to an Employee called to serve on jury duty, provided he/she provides the District with a receipt or other evidence of having served. The Employee will also be allowed to retain any jury duty pay received.

G. PARENTAL LEAVE

Employees may apply in writing for a parental leave of absence, without pay, to the Superintendent no later than sixty (60) days prior to the date that leave is to commence. The leave of absence shall be for a fixed period, mutually agreed upon by the Employee and the Superintendent, but not to exceed one calendar year in duration. Final disposition of the Employee's request shall be determined by the Board.
Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be considered as any other medical disability, and the Employee may use sick leave days to the extent available. Excessive sick leave absence prior to the parental leave commencing may indicate an extended disability. A physical by a physician mutually agreed upon by the Superintendent and the Employee, and at the District's expense may be required of the Employee in order to substantiate his/her ability to work.

Sick leave benefits in relation to Parental Leave shall be subject to the following:

1. No Parental Leave Requested by Employee

   An Employee who has not applied for a parental leave may continue to use sick leave benefits for parental based disability to the extent available.

2. Parental Leave Requested in Advance by Employee

   An Employee who has applied for and has been granted a Parental Leave to commence at some future date, and who incurs a parental based disability prior to the date the Parental Leave is to commence, shall have the following options:

   a. He/she may withdraw the request for leave in order to use sick leave for parental based disability in accordance with Paragraph 1 above, or

   b. He/she may elect to commence Parental Leave immediately (the ending date to remain as agreed upon), and forego the right to sick leave benefits for the duration of the leave.

3. Parental Leave as Scheduled

   The Employee begins the Parental Leave on the mutually agreed upon date. All sick leave benefits shall cease during the Parental Leave and shall be available again only when the Employee returns to active employment.

   Employees who are granted Parental Leave shall retain all accrued seniority upon return to work. Seniority shall not accrue during Parental Leave, but shall begin to accrue again upon the Employee's returning to work.

   At the conclusion of the Parental Leave, the Employee may be required to provide a physician's statement indicating his/her fitness to resume employment in the District.

   The purpose of this sub-section is to deny Employees the right to couple extended parental leaves of absence without pay.
Where an Employee opts for Paragraph 2 above, the Board may, upon request and mutual agreement alter the previously agreed upon date for return from Parental Leave.

H. FAMILY AND MEDICAL LEAVE

Employees are entitled to leave according to the terms of the Federal Family and Medical Leave Act of 1991 (FMLA) subject to any provisions outlined in Board policy that are not contrary to the terms of this Section. As provided by FMLA, Employees shall be solely responsible for all medical, dental and vision insurance premiums for any period of leave beyond twelve (12) weeks in any twelve month period. Said Board policy, and the Act, shall not be considered part of this Agreement, and not subject to the grievance procedure of this Agreement. Employees may, for good cause and on a non-grievable case-by-case basis, request that the Board extend the period of a previously granted FMLA leave. An Employee's use of unpaid leave under another section of this Agreement for a purpose for which an FMLA leave may be taken shall also be considered an FMLA leave, and shall be counted against the Employee's FMLA leave entitlement. The Board shall require Employees to use all but fifteen (15) available paid sick leave days during the period of an FMLA leave, unless the Employee elects to use said fifteen (15) available days. No Employee may otherwise combine an FMLA leave with a paid or unpaid leave of any kind without the permission of the Board.

I. LOSS OF PAY

Loss of pay will occur for the following reasons:

a. Absence from work that is not personal illness or an illness in the immediate family.

b. A request for personal leave which has not been approved by Employee's Supervisor and the Administrator for Business Services.

ARTICLE VI
WAGES/ BENEFITS/WORK CONDITIONS

A. WORK WEEK

The work week is normally based on a five day, 40 hour week (8 hours per day, Monday through Friday). Normally, working assignments are from 7:00 a.m. to 4:00 p.m., but will vary according to building. Two (2) fifteen minute breaks are permitted, as well as one (1) hour for lunch as assigned by the work schedule.
B. WAGES

Current Employees shall receive following wage increases:

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-2017</td>
<td>3.00%</td>
</tr>
<tr>
<td>2017-2018</td>
<td>3.00%</td>
</tr>
<tr>
<td>2018-2019</td>
<td>3.00%</td>
</tr>
</tbody>
</table>

Employees earning the beginning salary in 2016-2017 (based on the 2015-2016 beginning rate) will receive a 2.00% wage increase.

A new beginning rate shall be established for Employees hired during each year as follows:

<table>
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<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodian I/Truck Driver</td>
<td>$15.10</td>
<td>$15.40</td>
<td>$15.71</td>
</tr>
<tr>
<td>Custodian II</td>
<td>$12.18</td>
<td>$12.42</td>
<td>$12.67</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$18.71</td>
<td>$19.08</td>
<td>$19.46</td>
</tr>
</tbody>
</table>

Employees hired prior to January 1st of a year shall receive the full raise in the next year.

The Board may apply a two percent (2%) increment for each year of experience the new Employee may demonstrate, not to exceed six percent (6%).

Employees promoted to a position with a higher beginning salary rate shall be paid the beginning salary rate for that position, or their current hourly rate plus an additional ten cents ($.10) per hour, whichever is greater.

Employees will be paid in 26 substantially equal installments per year. Paychecks will be distributed every other week, on Friday. When day for paycheck distribution falls on a non-work day, checks will be distributed the day before the non-work day.

Night differential pay is divided equally over all pay periods in the year.

The night (i.e., 4:30 p.m.-11:30 p.m.) differential for Custodian I and II positions shall be thirty-five cents ($.35) per hour. A Night Differential is only paid for those days served when teachers are present. This additional rate is not paid for special evening assignments by custodians who normally work regular assignments of 7:30 a.m. to 4:30 p.m.
Custodians who report on days the District's schools are officially closed for inclement weather will be paid straight time for the hours worked. Employees delayed by the inclement weather shall receive a full day's pay.

Temporary assignments in excess of five (5) days filled by a Custodian II will be paid at the Custodian II rate of pay or the beginning rate of pay for a Custodian I, whichever is higher.

Employees who are permanently involuntarily transferred to a different shift will be given five (5) work days advance notice. Employees who are permanently involuntarily transferred to a different building will be given two (2) work days advance notice.

C. OVERTIME RATES

For work in excess of forty (40) hours per week (or required work on a paid holiday), one and one-half times the hourly rate indicated for the Employee shall be paid. All such overtime work must be approved in advance by the Supervisor of Buildings and Grounds or his designee. Each July, the Supervisor of Buildings & Grounds shall distribute a list of persons who are authorized to approve overtime during his absence.

D. DISTRIBUTION OF OVERTIME OPPORTUNITIES

Opportunity to work overtime shall be rotated equitably among Employees starting with the most senior Employee in the building then district-wide, provided the Employees are qualified to perform the specific overtime work required and have requested placement on an overtime list. The opportunity to work overtime (i.e. for work hours in excess of 40 hours per week) shall be offered to qualified bargaining unit Employees before non-bargaining unit employees are offered the opportunity to work overtime (for work hours in excess of 40 hours per week). Offered overtime not worked will be considered as worked for the purpose of determining eligibility for overtime. The District shall not be required to break in on work in progress or change an Employee's shift in assigning overtime. If an Employee establishes that he/she has not received overtime for which he/she was entitled, such Employee shall have preference to future overtime work until reasonable balance is recreated.

There shall be no mandatory overtime except in cases of emergency where no qualified Employee(s) has volunteered to work the overtime. Mandatory overtime shall be assigned as equitably as possible.

E. CALL IN PAY

Employees "called in" on an occasional and sporadic basis on weekends, etc. to open and/or close a building shall receive a minimum of one (1) hour pay. If the called-in
employee works for more than an hour she or he will be paid for the time actually worked at the appropriate rate.

At the option of the Supervisor of Buildings & Grounds, an Employee may be scheduled on an occasional and sporadic basis, and paid his/her normal hourly rate, to work during an event. The Employee shall perform the duties assigned by the Supervisor for that event.

F. TRUCK DRIVER SELECTION

The Board and the Union agree that the Agreement permits the District, in the exercise of its retained discretionary powers under Article II, Section C of the Agreement, to determine to hire one or more persons in the position of truck driver, and/or fill any vacancy or vacancies in said position. The Board and the Union further understand and agree that when making such a determination the District may, in its discretion (which shall not be arbitrarily or capriciously exercised), select the most qualified candidate to fill the position of truck driver, regardless of seniority. In the event a current Employee is selected to be a truck driver, that Employee’s pay rate shall be the then-applicable starting rate for the position of Truck Driver or the Employee’s current rate of pay, whichever is higher.

G. BUILDING SECURITY PAY

The Board and the Union agree that the District may, in its discretion (which shall not be arbitrarily or capriciously exercised), designate up to three (3) Employees to respond to District building security calls on an occasional and sporadic basis. The duties of such designated Employees shall be determined by the Supervisor of Buildings & Grounds. Employees so designated shall be paid the following stipend:

<table>
<thead>
<tr>
<th>Year</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-2017</td>
<td>$2,709.00</td>
</tr>
<tr>
<td>2017-2018</td>
<td>$2,763.00</td>
</tr>
<tr>
<td>2018-2019</td>
<td>$2,819.00</td>
</tr>
</tbody>
</table>

H. RETIREMENT PAYMENT

Each Employee, having attained age fifty-five (55) and having at least twenty (20) years of service in the District, who submits a letter of intent to retire at the beginning of the final fiscal year, shall receive a retirement payment of three hundred dollars ($300.00) for each year of service in the District. This amount will be paid out to the employee in his or her last year of employment to the extent it does not increase the employee’s IMRF salary by more than six percent (6%) over the previous year’s salary and there is no penalty or accelerated payments due by the employer. If any years of service bonus money remains after the six percent (6%) increase has been paid, the remaining money will be paid to the employee between 61 and 70 days after his or her last day of
employment or receipt of the last paycheck, whichever is later. Any such benefit will be paid to the Employee's beneficiary in the event of the Employee's death.

After ten (10) years of continuous service in the District and upon retirement, the District shall reimburse the Employee thirty dollars ($30.00) per day for unused sick leave to be paid between 61 and 70 days after the employee’s last work day or pay check, whichever is later.

I. IMRF

The State of Illinois requires that all employees whose job calls for 600 hours or more a year must contribute to the Illinois Municipal Retirement Fund (IMRF). The payroll deductions are compulsory by law. Likewise, the law requires that an amount be deducted for social security and Medicare according to income. These deductions will appear as a deduction on the Employee's check stub.

Participation in these programs will provide some monetary benefits in case of disability or death to the Employee. In case of death, the Employee's beneficiary(ies) will receive the benefits. Likewise, provision is made through this same deduction for the Employee's retirement.

J. WORKERS’ COMPENSATION

All Employees are covered under workers’ compensation insurance. Necessary leave for injury will be allowed as specified under the workers’ compensation law. All accidents or occurrences sustained while employed and giving rise to workers’ compensation benefits shall be reported within twenty-four (24) hours by the Employee or the Employee’s supervisor (if the Employee is incapacitated) to the building administrator and to the business office. In all cases, coordination of benefits with the workers’ compensation program will be administered by the Administrator for Business Services.

Employees who become eligible for workers’ compensation shall choose one of the following options, within three (3) days of filing a workers’ compensation claim. Employees who fail to choose Option 1 or Option 2 within three (3) days of the accident will be deemed to have chosen Option 1. No deduction of pay or sick leave will be made for the date of the accident.

Option 1 - If the Employee chooses this option, the Employee is removed from the District payroll while on workers’ compensation status. The Employee will receive sixty-six and two-thirds percent ($66\(\frac{2}{3}\)) of their average wages from the Districts workers’ compensation insurance carrier until the Employee is released from workers’ compensation status. No deduction will be made from the Employee’s accumulated sick leave.
Option 2 - If the Employee chooses this option, the Employee continues on the District payroll and receives one hundred percent (100%) of their wages while on workers' compensation status. While participating in this option, the Employee will continue to receive sixty-six and two-thirds percent (66 2/3%) of their average daily wages from the District’s workers’ compensation insurance carrier and have one-third (1/3) of an accumulated sick leave day deducted for each day the Employee remains in workers’ compensation status. To participate in this option, the Employee is required to endorse any checks they receive from the District’s workers’ compensation insurance carrier over to the District to prevent duplicate compensation pay. If an Employee’s accumulated sick days become exhausted, the employee shall revert to Option 1.

Part-time employees covered by this Agreement, who do not receive sick leave benefits, shall be placed in Option 1.

K. INSURANCE BENEFITS

1. Health Insurance - The Board will provide for Employees during the term of this Agreement a comprehensive medical insurance plan on an single or family coverage basis, provided however that the Board retains the right to change insurance carriers, or to self-insure as it deems appropriate, so long as the it offers basic coverage and benefits relatively similar to those which immediately predated this Agreement. Employees will pay the following amounts per month for single or family medical insurance that they elect:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Single Coverage</th>
<th>Family and any Coverage other than single</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-2017</td>
<td>15%</td>
<td>15%</td>
</tr>
<tr>
<td>2017-2018</td>
<td>15%</td>
<td>15%</td>
</tr>
<tr>
<td>2018-2019</td>
<td>15%</td>
<td>15%</td>
</tr>
</tbody>
</table>

The Board reserves the right to offer plans and coverages (including the PPO and HMO plans described in the Horton Medical Plan Option attached to this Agreement which include:

- Single
- Single plus spouse
- Single plus child(ren)
- Single plus family

However, employees who take PPO-1 family insurance will contribute 18%, 21% and 24% of the cost of the premiums in the first, second and third year of this Agreement, respectively.

2. Insurance Committee - The Union shall have the right to name one representative to the District’s Insurance Committee. The purpose of the Insurance Committee is to review any concerns or proposed changes in the insurance programs in the District.
Any decisions of the Committee must be ratified by the Union and the Board, and when ratified such decisions shall be incorporated into and become a part of this Agreement.

3. Life Insurance - The Board will provide a $30,000 term life insurance policy for each Employee in the bargaining unit.

4. Dental benefits - The Board will pay the full premium cost for employee dental coverage as offered to all employees. Any additional covered dependents are at the employee expense.

5. Vision Insurance - The Board shall continue to offer vision insurance on the same basis as the teachers' plan. Any additional covered dependents are at the employee's expense.

6. Employee Wellness Program - Each Union Member shall be entitled to be reimbursed up to $100 for goods and/or activities that promote employee wellness, said goods and activities to be determined at the Board’s sole discretion. The Insurance Committee shall be responsible for developing a list of such goods or activities that qualify for reimbursement under this policy. Starting August 2014, to be eligible for this benefit an employee must participate in, and produce evidence of, an annual health assessment screening (including a blood draw). The District is not entitled to the results of the screening but only to appropriate documentation that the employee has had the screening.

L. SHOE ALLOWANCE

The District shall provide non-probationary maintenance Employees with an approved work shoe reimbursement with receipt not to exceed one hundred dollars ($100.00) each year.

M. PHYSICAL EXAMINATION

Before September 1st of each year, all Employees shall be required to present evidence of a physical examination made by a physician licensed in Illinois if requested by the Board, with new Employees being required to have a physical examination. The form prescribed by the Board shall be completed by the examining physician. The examination shall, if requested by the Board or its designee, include a chest x-ray or other certified evidence indicating freedom from tuberculosis or communicable disease.

All new Employees will have ten days from their first date of employment to complete a physical examination.
The examination prescribed by the Board, excepting the examination and mandatory chest x-ray or other evidence of freedom from tuberculosis or communicable disease for new Employees, shall be entirely at the Board's expense if made by a physician or physicians designated by the Board. Otherwise, the Board shall allow the Employee the sum of twenty-five dollars ($25.00) for such examination. A list of designated physicians shall be submitted to the Employee.

N. PROBATIONARY PERIOD

When a person is first employed by the Board in a position covered by this Agreement, he/she will serve a probationary period of ninety (90) days. During this period of time, his/her services may be terminated by the Board without recourse on the part of this probationary Employee.

A Custodian II who is promoted to a Custodian I will serve a probationary period of ninety (90) days. During this period of time, if services do not meet expected standards, he/she may be reclassified as a Custodian II. This process will then be repeated until a Custodian II successfully completes the probationary period. If the position cannot be filled by a bargaining unit member the Board may advertise and fill the position from the outside.

ARTICLE VII
EMPLOYEE RESPONSIBILITIES

A. The Board and Union agree that Employees covered by this Agreement should make a tremendous and invaluable contribution to the school system. The Board depends upon the Employees to insure the cleanliness, order, health and sanitation of the buildings and equipment used in the educational process. To this end, exemplary conduct of these Employees helps make progress possible and the programs a success.

B. Through past practice, Employees have brought great credit upon themselves as follows:

1. By carefully following assigned duties and work schedules;

2. By using supplies, property and equipment only for school purposes;

3. By regarding personal affairs and finances so as to reflect credit upon himself/herself and the District;

4. By conducting himself/herself on the job or off the job in a manner that reflects pride in the Board, the District, and their fellow employees;
5. By recognizing his/her job as truly public service;

6. By limiting outside work and activities so as not to interfere with the best possible performance on the job; and

7. By reminding himself/herself at all times, that his/her actions and behavior are influential to growing boys and girls, so as to maintain personal conduct and appearance beyond reproach.

C. Scrub teams consisting of three (3) or more Employees may be formed and assigned as best meets the work load and the needs of the Board or the District.

ARTICLE VIII
EVALUATION

A. Frequency

Employees shall be evaluated twice annually during the first year of employment and at least annually thereafter in accordance with the provisions of this Article, or any other evaluation procedures developed by the District which do not contradict these provisions.

B. General Criteria and Procedures

1. Employees shall be notified of the evaluation form to be used prior to being evaluated.

2. All monitoring or observation of the work performance of an Employee shall be conducted openly and with the full knowledge of the Employee. Nothing shall preclude impromptu observations and periodic inspections.

3. A conference shall be held between the evaluator(s) and the Employee to discuss the evaluation report. This conference shall be held within the normal workday.

4. An Employee shall be given a copy of the formal evaluation report prepared by his/her evaluator at least one (1) day before the conference to discuss it. The Employee is required to sign the evaluation report to acknowledge that it has been received and read. Space is provided on the form for comments by the Employee. After the Employee has signed the completed form to indicate it has been read, no changes shall be made without mutual Employee/District agreement. Following the procedure outlined above, a formal evaluation report will be submitted to the District Office and placed in the Employee’s personnel file.

5. No Employee in the bargaining unit shall be evaluated by another Employee in the bargaining unit. Building custodians will be evaluated by the building principal in consultation with the Supervisor of Buildings & Grounds. District Maintenance
Employees shall be evaluated by the Supervisor of Buildings & Grounds in consultation with the Administrator for Business Services.

6. The formal evaluation report shall indicate strengths and weaknesses of the Employee as evidenced during the period since the last report. Suggestions for improvement of performance shall be provided in each area where a weakness has been indicated. The responsibility for improvement belongs entirely to the Employee.

**ARTICLE IX**

**GRIEVANCE PROCEDURE**

A. **DEFINITION**

A grievance shall mean a complaint by a member of the bargaining unit that there has been an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.

B. **PROCEDURE**

Step 1 — Either alone or with a representative, the Employee shall speak to his/her immediate supervisor concerning the alleged problem before putting it in writing. This is the verbal stage and shall be handled within ten (10) days of the occurrence of the event giving rise to the grievance, or when the Employee should have been aware of the event giving rise to the grievance, but in no event shall a grievance be filed more than thirty (30) days after the occurrence of the event giving rise to the grievance.

Step 2 — If the verbal response and/or conversation is not satisfactory, the alleged grievance should be reduced to writing and shall be submitted within seven (7) days of the Step 1 meeting to the Supervisor of Buildings & Grounds. Should either party request, a conference shall be arranged at a mutually agreeable time within five (5) days of the Supervisor's receipt of the written grievance to discuss the same. A written response, including reason(s) from the Supervisor of Buildings & Grounds will be given within ten (10) days from the date of submission or five (5) days from the date of conference, whichever is later.

Step 3 — If the matter is still unresolved, it may within seven (7) days of receipt of the Step 2 response be appealed to the Superintendent. A written response, including reason(s), will be given within fifteen (15) days of receipt by the Superintendent. A conference with the grievant and his/her representative(s) shall be held during this period if so requested by either party.

Step 4 — If the matter is still unresolved, it may within fifteen (15) days of the Step 3 response, be appealed to the Board of Education by notifying the Superintendent in writing of this request within the time frame. The Superintendent will schedule the
grievance for consideration by the Board of Education within thirty (30) days. At this meeting, the Union will be given an opportunity to make a presentation. The Board will provide a written response to the grievance within fifteen (15) days following the meeting at which the grievance is considered.

Step 5 - If the Union is not satisfied with the Board's response, a request may be made in writing for impartial binding arbitration within thirty (30) days of the Step 4 response. If within ten (10) days the parties cannot agree upon an impartial arbitrator, then the services of the Federal Mediation and Conciliation Services will be used and costs shared equally by the Board and the Union.

Neither party to the grievance will be permitted to assert grounds not previously asserted before the Board. The arbitrator shall have no power to alter the terms of this Agreement, nor make any award void or prohibited by law, statutory or decisional. Should either party request a transcript of the arbitration proceeding, that party will bear the cost of the transcript.

C. LIMITATION OF REMEDIES

In the event a member of the bargaining unit commences a proceeding in any State or Federal court or administrative agency against the Board and/or Superintendent and his/her administrative staff with an alleged violation of any of the terms of this Agreement, such remedy shall be exclusive and the said member of the bargaining unit shall be barred from invoking any formal remedy provided by this Grievance Procedure, along with an obligation not to pursue such an alternative after a final decision has been rendered as per the terms of the preceding grievance procedures.

D. BYPASS

If the grievant and the Superintendent agree, Step 2 of this grievance procedure may be bypassed and the grievance brought directly to Step 3. If the Union and the Board agree, Step 4 of this procedure may be bypassed and the grievance brought to Step 5.

E. RELEASE TIME

Hearings and conferences conducted under this Article shall be conducted, as reasonably possible, at a mutually convenient time and place and, insofar as possible, after regular school hours or during non-working times. When a hearing or conference regarding a grievance is scheduled during regular school hours, the grievant, a Union representative, and required witnesses may be released as necessary on a non-precedential basis without loss of pay or benefits.

F. GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level without establishing precedent.
G. TIME LIMITS

Failure of a grievant to act on a grievance within the prescribed time limits will act as a ban to any further appeal; and the administration's failure to render a response within the prescribed time limits shall permit the grievant to advance the grievance to the next step. The time limits, however, may be extended by mutual agreement.

ARTICLE X
NO STRIKE PLEDGE

During the term of this Agreement, neither the Union nor individual Union members will conduct any work stoppage or concerted action of strike, slowdown, informational picketing, or impose a duty or obligation upon any member or employee to conduct, assist, or participate in a strike.

The Board agrees not to lock-out its Employees during the term of this Agreement.

Differences between the parties concerning the meaning, interpretation, or application of this Agreement shall be resolved only by utilization of the Grievance Procedure set forth in Article IX hereof.

ARTICLE XI
UNIFORMS

New custodians (Classification I and II) will be provided four (4) sets of working uniforms or other attire appropriate for the use of female Employees upon completion of the ninety (90) day probationary period.

Employees who do not complete one (1) year of service will refund the cost of the uniforms to the District. Each year thereafter, two (2) sets of uniforms or smocks will be furnished. The District shall purchase and pay for the uniforms and smocks, but all Employees shall keep them clean and in good repair.

ARTICLE XII
PROCEDURES FOR NEW AGREEMENTS

Prior to May 15, 2019, committees representing the Board and Union shall begin conferences for the purposes of securing Agreement as to the contents of the Agreement to be in force beginning July 1, 2019. The Board committee shall be composed of four (4) members designated by the Board. The Union committee shall be composed of three (3) members of the Union and one field representative.
ARTICLE XIII

DURATION

This Agreement shall be effective as of July 1, 2016 and shall continue in force and effect until June 30, 2019. Labor practices shall be in accord with all federal and State laws as they relate to public schools within the State of Illinois.

SERVICE EMPLOYEES
INTERNATIONAL UNION
UNION, LOCAL 73, CIW, CLC

Dian Palmer
3/20/17

BOARD OF EDUCATION
Cook County School District 130

Grace Bell
2·16·17