CONTRACT

BETWEEN

THE BOARD OF EDUCATION ELEMENTARY SCHOOL DISTRICT NO. 103

and

THE CUSTODIAL / MAINTENANCE PERSONNEL OF THE DISTRICT NO. 103 UNIT OF LOCAL 73, SERVICE EMPLOYEES INTERNATIONAL UNION AFL-CIO

July 1, 2025 - June 30, 2029

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ARTICLE I – UNION BOARD RELATIONS

1.1 Recognition

A. The Board of Education, School District No. 103 (hereinafter referred to as the "Board") recognizes the District No. 103 Unit of Local 73 S.E.I.U (hereinafter referred to as the "Union") as the exclusive bargaining agent for all regularly employed full time and part time Maintenance and Custodial personnel employed by the Board exclusive of supervisory, managerial, short-term confidential or other employees excluded from coverage under Section 2 of the IELRA.

B. The term "Custodian" when used hereinafter shall refer to all employees represented by the Union in the negotiating unit as determined in Article I A-1.

C. The term "full time employees", when used herein, shall refer to all employees who work eight hours per day.

1.2 Procedures

A. Upon notification from the Union, the Board will deduct Union membership dues and other such deductions, including contributions to the Union's Committee On Political Education (COPE), from such custodian's salary. Said deductions shall be made in equal installments per paycheck. The dues and a list of employees from whose pay the dues have been deducted along with the amount deducted from each member shall be forwarded to the Local 73 office within ninety (90) days of their deduction. The Board recognizes that the Union is the custodian of record for all membership forms and documentation.

The Board shall provide Union, within ten (10) calendar days of the beginning of the school term and every thirty (30) calendar days thereafter, an Excel file (or other editable digital file) containing employee's name, job title, and other required information concerning each employee in the bargaining unit they represent pursuant to the Illinois Educational Labor Relations Act.

The Board shall also provide the Union, within ten (10) calendar days from the date of hire of a bargaining unit employee, the same information concerning the new employee.

B. The Board Agrees to make available to the Union upon request, approved minutes of School Board Meetings and regularly and routinely prepared public information concerning the financial condition of School District No. 103.

C. Union Activity During Working Hours. Authorized agents of the Union shall have access to the Employer's establishment during working hours provided that they make their presence known to the proper official upon entering into buildings and sign in at the Principal's office, that there is no interruption of the School District's working schedule, and that Union activity is conducted during an employee's non-working time (with exception to investigate and discuss grievances and workplace-related complaints as well

as meet with newly hired employees for up to one hour either within the first two weeks of employment in the bargaining unit). Authorized agents shall include Local 73 staff representatives and stewards from Lyons 103 CM membership.

D. The Board recognizes that the Union may use school buildings for meetings of its officers and members provided that such meetings do not conflict with the regularly scheduled school day or other scheduled school or custodial activities, provided further that the Union notify the Superintendent or his designated representative at least seventy-two (72) hours in advance of such meeting.

1.3 Non-Discrimination

Custodians shall not be discriminated against because of their membership or activity or non-membership in the Union.

1.4 Negotiation Procedures

The Board agrees to negotiate with the Union on matters concerning Salary, Fringe Benefits, Working Conditions, and other items contained in this contract.

ARTICLE II – VACANCIES

A. Appointment to vacant positions, including promotion to another position, shall be based upon several factors, including the applicant's skill and ability, job performance record, supervisory recommendations, and seniority. For all new hires or promotion of existing employees to vacant positions, the Maintenance Director shall make recommendations to the Board of Education for approval. Otherwise, the Maintenance Director is responsible for appointing existing employees to vacant positions. If the Maintenance Director position is vacant, the Superintendent shall fill vacancies in accordance with this Article.

B. All newly hired and promoted positions shall have a six (6) month probationary period.

C. All applications for positions shall be made in writing.

D. Notice of vacancies shall be posted on the District website at least ten (10) calendar days before a vacancy is to be filled.

E. Any employee not appointed to a position for which he has applied shall be given notice in writing showing the reason for not being appointed.

ARTICLE III – REDUCTION IN FORCE / SENIORITY

A. Seniority shall be defined as total years of continuous full-time service to the District provided that less than full-time service shall be computed on a pro-rated basis. For the purpose of seniority, there shall be one seniority classification, Custodial/Maintenance, hereinafter referred to as C/M.

B. In the event of a Reduction-In-Force, the employee with the least seniority shall be dismissed first.

C. Custodians released as a result of Reduction-In-Force shall be given a letter of Honorable Dismissal at least thirty (30) calendar_days before the employee is removed or dismissed or the hours he or she works are reduced, as provided in Section 5/10-23.5 of the Illinois School Code.

D. After a Reduction-In-Force, if the District has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from that category or any other category of position by seniority, so far as they are qualified to hold such positions.

E. Notice of recall shall be sent to the custodian by Certified Mail (Return Receipt Requested), to the last address submitted to the Board by the custodian. Failure of the custodian to affirmatively respond to such notice within five (5) calendar days of its receipt, or within ten (10) calendar days of its mailing, whichever is less, shall terminate the responsibility of the Board of Education under this article.

ARTICLE IV – SALARY & OVERTIME

A. The determination of custodial/maintenance employees' hourly wage rates is identified below. Each school year period begins on July 1st and ends on June 30th.

Employees who are actively employed before November 1, 2022, shall be grandfathered under the below wage rate schedule.

Custodial / Maintenance	2025-2026	2026-2027	2027-2028	2028-2029
C/M II – Building Night	$ 35.28	$ 36.69	$ 38.15	$ 39.67
C/M III – Building Day	$ 35.67	$ 37.09	$ 38.57	$ 40.11
C/M IV – Mt. Garage	$ 35.97	$ 37.40	$38.89	$40.44

B. Employees who are employed on or after November 1, 2022, shall be paid according to the following wage rate schedule.

Custodial / Maintenance	2025-2026	2026-2027	2027-2028	2028-2029
Custodial Day	$ 22.39	$ 23.28	$ 24.21	$ 25.17
Custodial Night	$ 23.50	$ 24.44	$ 25.41	$ 26.42
Maintenance	$ 31.34	$ 32.59	$ 33.89	$ 35.24

C. General Increases for the term of this Agreement.

Year 1	4%
Year 2	4%
Year 3	4%
Year 4	4%

Employees shall authorize the direct deposit of payroll into their designated account of choice. Employee shall have access to a digital paycheck accompanied by an itemized listing of additional pay submitted via timesheet or as a stipend.

D. Custodial and Maintenance employees shall have the following longevity bonus added to their regular hourly rate after continuous years of service as identified as below.

Years of Continuous Service	**Hourly Bonus**
10-14	$0.10
15-19	$ 0.30
20-24	$ 0.50
25 and above	$ 0.70

E. Custodians shall be paid double time for answering Security Alarm Calls for a maximum of one (1) hour per occurrence, working Sundays, and working holidays referenced in Article VII Vacation & Holidays.

Custodians are eligible for overtime pay (1 ½ times the rate of pay) under the following conditions:

a. Hours worked over 40 in a week. Overtime applies to hours worked beyond the standard 40-hour workweek. This calculation excludes any sick, personal, or vacation days.

F. The Districts Director of Maintenance shall make all overtime assignments. She/He shall do so using the following procedure:

Upon notification of the need for custodial overtime, the Director of Maintenance will contact custodians in a timely manner using the following as a guideline:

1. Custodians employed in the building in which the overtime is available will be offered first right of refusal. If a building has more than one custodian and the overtime hours do not conflict with the regular schedule of either custodian, the day custodian shall receive the first offer and subsequent offers shall alternate. A custodian "traveler" will be offered the overtime after the full-time building employees.

2. Upon failure to man overtime assignments as identified in No. 1 above, the remainder of custodial staff will be contacted on a rotating basis as follows. Maintenance personnel may be asked to work the overtime if the building personnel are not available.

A seniority list will be established and the Director of Maintenance will go down this list until a custodian agrees to work the overtime. A custodian, who refuses to work overtime, will be considered as having worked for the purposes of calling for future overtime assignments.

C/M personnel assigned to the maintenance garage shall receive first priority for maintenance overtime only if the maintenance task is a continuation of work to which he/she was previously assigned.

The District shall notify employees promptly of any scheduled overtime assignment.

When an official activity is held using District No. 103 school buildings on non-working days and hours, C/M personnel shall be provided for the purpose of clean up and security. The need for personnel during set up and the event itself will be determined by the Maintenance Director or building principal as determined by the Superintendent.

ARTICLE V – SICK & PERSONAL LEAVE

A. Full-Time Twelve-Month Custodians. Twelve (12) month custodians shall receive fifteen (15) days of sick leave per year at full pay.

B. Sick Leave Incentive. If during the course of the entire year (July 1st – June 30th), twelve (12) month C/M personnel who have utilized two (2) or less days of sick leave will receive additional compensation in the amount of Three Hundred Dollars ($300.00). If such sick leave shall not exceed three (3) days, the personnel shall receive Two Hundred Dollars ($200.00). The employee will not receive compensation for unused sick days if the employee was docked for one or more days of pay during the year. Under extenuating circumstances, this provision may be waived by the Superintendent.

C. Absences from work must be reported immediately within the realm of possibility. Custodians shall report by calling the Maintenance Director and giving the reason for the absence and the time of their return to work. The 1st shift should report prior to 6:00 A.M. and the second shift prior to 10:00 A.M. on the date of absence.

D. Absence from work for three (3) or more consecutive days because of illness may require a doctor's written release to return to work. Lack of a doctor's note, if required, will result in the absence days being deducted from the custodian's salary.

E. Each custodian shall be entitled to three (3) days of personal business leave for matters which cannot be handled during non-workdays or hours. Each school year custodians shall

be entitled to two (2) days of personal business leave. These days are to be used for matters which cannot be handled during non-workdays or hours and will not accumulate. Written application for such leave shall be made to the Superintendent at least two (2) workdays prior to the day desired. In an emergency, such application may be made at a later time with an explanation of the emergency. The application shall include the reason for such request along with any other available documentation. Personal Business Days may not be taken on the first five (5) or the last five (5) days of student attendance, nor the day before or the day after a legal holiday or holiday weekend. The Superintendent, at his sole discretion, may waive any of the provisions of this Section, and any such waiver shall not be precedential in any respect. Unused Personal Business Leave Days shall accumulate as sick leave.

F. **Bereavement Leave.** Employees shall be allowed up to five (5) workdays of absence without loss of pay in the event of the death of an immediate family member. An immediate family member for the purposes of this section includes a spouse, civil union partner (defined as a legal relationship between two (2) of either same or opposite sex, established pursuant to the Illinois Religious Freedom Protection and Civil Union Act), child, step-child, brother, sister, step-brother, step-sister, grandchild, grandparent, legal guardian, parent, step-parent or parent-in-law. Employees shall be allowed up to three (3) work days of absence without loss of pay in the event of the death of a brother-in-law, sister-in-law, aunt or uncle. Bereavement leave shall not be cumulative, nor shall the use of such leave cause any reduction in sick leave. The Superintendent or designee may grant bereavement leave for an immediate member of the household who is not listed above. Employees may be required to provide documentation with regard to their bereavement leave.

In accordance with the Illinois Family Bereavement Leave Act ("FBLA"), as amended, eligible employees as determined by the FBLA shall be entitled to ten (10) workdays of unpaid leave time for qualifying bereavement events enunciated in the FBLA. Board provided paid bereavement leave shall be substituted for unpaid FBLA Leave. Board provided paid personal and/ or sick leave may be substituted for the remainder of the unpaid FBLA leave. Bereavement leave, paid or unpaid, shall not exceed ten (10) days for a qualifying bereavement event.

ARTICLE VI – INSURANCE & RETIREMENT

A. **Current Employee Insurance.**

1. *Employee Medical Insurance.* The Board shall each month pay a portion of the premium for a policy of insurance for health and major medical coverage for each C/M employee and his/her dependent(s). Each school year period begins on July 1st and ends on June 30th.

Policy	2025-2026	2026-2027	2027-2028	2028-2029
HMO	88%	88%	88%	88%

HDHP	70%	70%	70%	70%
PPO	60%	60%	60%	60%

The Board of Education may choose to enter into new agreements which represent equivalent benefit coverage.

2. *Employee Dental Insurance.* The Board shall pay 90% of the monthly single premium and 50% of the monthly family premium for dental insurance.

3. *Employee Life Insurance.* Custodians shall receive Group Life Insurance coverage equal to $125,00.00.

B. **Insurance Committee.** In conjunction with the teachers' union, this bargaining unit shall appoint two (2) members to the District Benefits Committee to annually review the District fringe benefit insurance programs. The purpose of the Committee will be to investigate insurance coverage, option carriers, plan modifications, etc. The goal of the Committee will be to explore the cost of insurance benefits in the District. Any proposed changes in the carriers, contractors, plans, or coverage will be presented in full to the Committee prior to any change by the District.

C. **Retiree Medical Insurance.** Subject to the approval of the District's insurance carrier, a custodian who retires on IMRF from District No. 103, shall be allowed to remain in the District group health and dental insurance program until Medicare eligible, with the understanding that he/she pays the premiums, or otherwise required by law.

C/M employees retiring on IMRF shall, for a period not to exceed five (5) years, receive a monthly insurance stipend to help cover the cost of remaining on the District No. 103 health and major medical insurance program or to help cover the cost of a Medicare supplement. To qualify for this stipend retirees must have worked fifteen (15) years in District 103. The amount of the monthly stipend shall be Five Dollars ($5.00) per each complete year of service. Arrangements are to be made through and payments made to the business office. In no case shall the stipend exceed the cost of the insurance.

D. Health Insurance-IMRF Disability. A custodian on IMRF disability as a result of an "on-the-job" injury shall be eligible to remain in the Group Medical/Hospital Plan if he pays the premiums. The time period shall be for a maximum of one year or the remaining insurance contract next year, whichever comes first. Extension beyond the insurance contract year to a full twelve months shall be subject to insurance carrier approval.

E. Retirement Incentive. Full time custodians who meet the age and service credit requirements to be eligible for retirement under IMRF are eligible to participate in this program. Upon retirement, eligible employees shall receive a retirement bonus equal to one-half of one percent (0.5%) of their final year's regular wages for each year of service, not to exceed a maximum of 20 years of service.

ARTICLE VII – VACATIONS & HOLIDAYS

A. Vacation days shall be offered to full-time_twelve (12) month custodians. Vacation days for full-time custodians working less than twelve months a year shall be prorated. Vacation days shall be permitted on a year-round basis except during the ten (10) working days prior to the teachers' first workday. The Director of Maintenance shall establish a vacation calendar based upon the requests of the C/M employees. During the days that children are in school, there shall be no more than two (2) C/M personnel on vacation. The number of vacation days shall be based upon the following schedule which begins July 1 of each calendar year.

Time in Service	**Amount of Time Off**
Less than six (6) months service	Zero (0) days
Six (6) months to one (1) year	Five (5) days
One (1) year to five (5) years	Ten (10) days

Full-time twelve (12) month custodians employed before January 1, 2026, shall receive one (1) day for each year as of July 1st beyond five (5) years, to a maximum of twenty-five (25) days.

Full-time twelve (12) month custodians employed on or after January 1, 2026, shall receive one (1) day for each year as of July 1st beyond five (5) years, to a maximum of fifteen (15) days.

B. Full time twelve (12) month C/M employees shall have the following holidays as paid days of nonattendance:

Holidays	
1. New Year's Day 2. Martin Luther King Day 3. Presidents' Day 4. Juneteenth 5. Good Friday 6. Memorial Day 7. Fourth of July 8. Labor Day 9. Columbus Day	10. November General Election Day when declared a holiday by the Illinois School Code 11. Thanksgiving Day 12. Day following Thanksgiving 13. Christmas Eve Day 14. Christmas Day 15. New Year's Eve

In the event one of the above referenced holidays is not observed as a holiday on the District approved school year calendar or occurs on a Saturday/Sunday, the District will designate an alternate day off with pay for bargaining unit members.

In order to receive pay for the above holidays the employee must work the scheduled workday prior to and following said holiday. Exceptions: (a) when on vacation and (b) illness with documentation from a physician.

ARTICLE VIII – HOURS OF WORK

A. The normal work requirements for all custodians in School District No. 103 is based on an eight (8) consecutive hour day, exclusive of lunch periods, five (5) days a week, Monday through Friday. However, the custodians working the night shift have an eight (8) consecutive hour day, including a thirty (30) minute meal period. Night Custodians shall remain in the building during the meal period.

B. The hours for custodians are as follows:

	Maintenance & Day Custodians	**Night Shift Custodians**
School in Session	6:30 a.m. to 3:00 p.m.	3:00 p.m. to 11:00 p.m.
School Not in Session	6:30 a.m. to 3:00 p.m.	6:30 a.m. to 3:00 p.m.

C. The hours for the custodians are established by the Board of Education. These hours may be changed after due notice is given in order to bring about a more efficient operation of the school plant. All employees shall abide by these hours and are expected to be on duty during these times.

ARTICLE IX – GRIEVANCE PROCEDURE

9.1 Definitions

A. Any claim by the Union that there has been a violation of the terms of this Agreement shall be a grievance.

B. As used herein, the term "days" shall mean days on which the school business office is open.

9.2 Informal Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

9.3 Formal Procedure

STEP 1: The Union may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) work days after receipt of the grievance. Such grievance shall be submitted within ten (10) work days of the occurrence of the grievance or within ten (10) work days of when such occurrence should reasonably have become known. Within ten (10) work days

of the meeting, the employee and the Union shall be provided with the supervisor's written response. .

STEP 2: : If the grievance is not resolved at Step One, then the Union may refer the grievance in writing to the Superintendent or designee within ten (10) work days after receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within ten (10) work days of receipt of the appeal. Within ten (10) work days of the meeting, the Union shall be provided with the written response of the Superintendent or designee.

STEP 3: If the Union is not satisfied with the disposition of the grievance at Step Two, the Union may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within ten (10) work days of the date for the Step Two answer, then the grievance shall be deemed withdrawn.

The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and the arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

9.4 General Provisions

A. Each party shall bear the full costs of its representation. The cost of the arbitrator and AAA shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided, equally between the Board and the Union.

B. The grievant is allowed representation of his choosing at any step of the process. When an employee is not represented by the Union, the Union may be present as an observer at all meetings.

C. If an employee is required by the Board to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay.

D. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

E. A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be treated as though never having been filed.

F. The failure of the employee or Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.

G. If the Union and Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

H. No reprisals will be taken for the processing or participation in any grievance.

ARTICLE X – MISCELLANEOUS

10.1 Uniforms

Uniforms shall be supplied to all custodians free of charge. Custodians shall be given five (5) shirts annually. The Board will allot $50 per employee annually for approved pants. Shorts are not allowed. Uniforms must be worn at all times while on duty.

During the time of summer cleanup when classes are not in session, custodians will be allowed to wear other District issued or purchased apparel in lieu of their uniform shirts.

10.2 Safety/ Hazard

No custodian shall be required to perform duties which would constitute an obvious health or safety hazard.

10.3 Jury Duty

Custodians shall receive their regular salary while in required jury duty. The Superintendent or his/her designees may require documentation to support the basis for the employee's absence due to performing required jury duty.

10.4 Subcontracting

The District agrees that work historically performed by bargaining unit employees will continue to be performed by bargaining unit employees for the term of this agreement.

However, this does not prevent the District from seeking bids from other sources for bargaining unit work, providing that the District discusses with the bargaining unit issues that may lead to future subcontracting and notifies the bargaining unit of its intentions ninety (90) days prior to the entering into an agreement with a subcontracting unit.

10.5 Labor-Management Committee

A committee comprised of two (2) administrators and two (2) bargaining unit employees shall schedule four (4) meetings per year to discuss issues of mutual concern. The committee representatives shall determine the agenda for such meetings which may include contract administration issues. The committee meetings shall not be considered mid-term *bargaining* or

negotiation sessions and the parties agree that any negotiations issues shall be reserved for successor contract negotiations.

10.6 Just Cause Discipline

No non-probationary employee shall be disciplined without just cause.

10.7 Personnel Files

10.7.1 Inspection of File

Upon prior written notice to the Superintendent, an employee shall have the right to inspect any documents in his personnel file which are non-confidential and subject to inspection under the Illinois Review of Personnel Records Act. Any such inspection shall occur during regular office business hours in the presence of authorized District personnel. The employee may have a Union representative present during his review of the personnel file, provided the employee notified the Superintendent in advance. Upon request, the District will reproduce without cost to the employee a maximum of twenty (20) pages per year. Additional pages may be reproduced at a cost of Ten Cents ($0.10) per copy.

10.7.2 Placement of Materials in File

The district shall maintain one (1) official personnel file for each employee. The District may maintain separate files containing medical records and other personnel documents as authorized by law. Employees shall be provided with a copy of any document regarding an employee's performance upon its placement in their personnel file. The employee shall acknowledge receipt of any such material by affixing his signature and date on a copy which the employee shall return to the supervisor. The employee's failure to acknowledge receipt of any such document shall not preclude its placement in the file.

10.7.3 Response to Personnel File Materials

An employee may file a written response to any written performance documents placed in the employee's personnel file, provided the employee submits the response within ten (10) days of receipt of the documents.

10.8 Evaluation

The Maintenance Director or building principal as determined by the Superintendent will evaluate each C/M employee on an annual basis.

10.10 Training

If training is offered to C/M personnel, with the exception of the Maintenance Director, it must be offered to all employees.

ARTICLE XI – DURATION OF CONTRACT

This contract shall be in full force and effect through June 30, 2029.

In witness whereof, the parties have on this 27th day of January, 2026, caused their signatures to be hereunto affixed by their duly authorized officers.

DISTRICT NO. 103 UNIT LOCAL 73, S.E.I.U.

Dian Palmer, President

Joseph Richert, Secretary Treasurer

Shea Marshall, Local 73, Business Rep.

BOARD OF EDUCATION SCHOOL DISTRICT NO. 103

Jorge Torres, Board President

Sarah Andreas, Board Secretary