

CUSTODIAL/MAINTENANCE/TRANSPORTATION STAFF

**AGREEMENT
BETWEEN**

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

AND

**LOCAL 73 OF SERVICE EMPLOYEES
INTERNATIONAL UNION**

July 1, 2023 through June 30, 2027

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**ARTICLE 1
RECOGNITION**

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

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

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

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

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

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

**ARTICLE 2
MANAGEMENT AND DIRECTION OF EMPLOYEES**

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

The management and direction of these workers, including the right to plan, direct, and assign the work of the employees, hire, suspend or discharge for proper cause and to introduce new or improved methods of operation, is vested exclusively in the members of the said Board of Education of Community Unit School District No. 205, acting through the Superintendent of Schools or his/her designee.

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

ARTICLE 3 SELECTION OF PERSONNEL

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

Section 1. Vacancy or New Position

In the event a vacancy or a new position is created within the custodial or maintenance staff, the employer shall provide the union seven working days notice of such vacancy. The senior custodian who has made a proper bid for such custodial vacancy or new position shall be awarded the position.

Custodians may only transfer one (1) time per fiscal year.

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

In the selection of new employees, there shall be no discrimination because of race, creed, color, sex, age, sexual orientation or disabling conditions. All new employees shall be physically capable of performing the required duties as outlined in the job descriptions and shall pass a required physical examination, background check and sex offender screening. To ensure that all workers are physically capable of performing the required job duties, the District will schedule and pay for all pre-employment work physicals. In addition, all costs associated with fingerprinting and background checks will be paid for by the District.

All employees shall be neat in appearance, of good moral character, and able to work harmoniously with all school personnel as well as students.

Section 2. Probation

New employees will have a one time two (2) week training period with an experienced custodian.

New employees shall serve a probationary period of six months. During this period it will be determined whether or not the employee is to continue as a member of the staff. During the probationary period, dismissal from duties may be made without recourse to the grievance procedure. No employee shall be required to serve a second probationary period unless their continuous employment has been interrupted for five (5) or more

years. The probationary employee shall be evaluated two (2) times during the course of the six month period by the immediate supervisor. Evaluations shall be accomplished using the proper District evaluation form. Evaluations shall take place at the job site.

ARTICLE 4 **BIDDING**

The Board of Education shall extend bidding rights with a general bid session on the third Saturday in May 2020. Thereafter, the general bid process will occur on the third Saturday of May proceeding the ratification of a new contract. The administration, as representatives of the Board of Education shall have final determination of job assignments based upon qualifications meeting the level of responsibility of the job. Any employee receiving three (3) written reprimands in any two (2) year timeframe of the four year period between general bid sessions will lose the right to bid at the next bidding session or vacancy that would allow a bid. Persons who are ineligible to bid as a result of disciplinary action will remain in their current position until the next bid session. Notifications to each eligible employee shall be given seven (7) calendar days prior to bidding. New jobs will begin the first Monday after the close of school.

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

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

ARTICLE 5 **PART-TIME EMPLOYEES**

1. In the event of a vacancy or the creation of a new part-time custodial or maintenance position, the employer shall provide the union seven (7) days notice of a vacancy.
2. Part-time employees with at one (1) year of regular part-time service as a custodian or maintenance employee will be granted an interview if proper application is submitted by the employee for any full-time custodial or maintenance vacancy
 - **BENEFITS:** Sick leave will be provided to part-time employees on a pro-rata basis.
 - **PROBATIONARY PERIOD:** New part-time employees shall serve a probationary period of one (1) year.
 - **UNIFORMS:** Part-Time employees will receive two (2) shirts and two (2) pairs of trousers.
 - **SENIORITY:** Part-time employees shall not acquire seniority, however, if they eventually move to full time, their part-time work will be pro-rated and added to their seniority.

- BIDDING RIGHTS: Part-time employees are not eligible for bidding rights.
- COMBINING PART-TIME POSITIONS: The administration will review annually all part-time custodial positions (exclusive of the Board Office position) to determine the feasibility of combining some or all of the part-time positions into forty (40) hour per week full-time positions. In the event the total number of part-time hours exceed forty (40) hours consecutively, a full-time forty (40) hour per week full-time position will be created out of those part-time positions. The forty (40) hours are to be exclusive of the Board Office hours.

**ARTICLE 6
CUSTODIAL DUTIES AND RESPONSIBILITIES**

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

CUSTODIAN:

1. All custodians shall make minor repairs and adjustments and accept the responsibility of the general condition and upkeep of the school to which he/she is assigned. In an emergency, he/she shall perform any tasks which are necessary to keep the school in operation and shall notify the principal or Director of Buildings and Grounds of the emergency existing at his/her first opportunity.
2. All custodians shall always obtain in advance a weekly schedule of evening meetings/events from the building principal. This schedule shall be posted in the custodians' rooms.
3. No bargaining unit employee in the District shall have authority over any other bargaining unit employee. In the summer when custodians are working as teams, the most senior custodian from that building or area directs the work of the team.
4. The day custodian, or if declined by the day custodian, the most senior custodian in the building, who volunteers, shall be required to make a security check in the AM of his/her building on all non-working days, including weekends and legal holidays.

Security checks will be made according to the following:

Lombard Middle School	One hour per day
Elementary Buildings	One hour per day
Bright Futures, Galesburg Area	
Vocational Center and Admin Offices	One hour per day
Galesburg High School Complex	Two hours per day
(GHS, Wicall, Field House, Gale and Rose Hoben buildings)	

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

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

CUSTODIAN/MAINTENANCE:

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

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

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

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

- b. There may occasionally occur non-emergency maintenance requirements that in the opinion of the Director of Buildings and Grounds justify contracting outside services. Such justification may include (but not be limited to) the following:
 - (1) The activity cannot be completed in a timely manner by one or more members of the Maintenance Department due to priorities and/or workloads.
 - (2) The activity extends beyond the technical, physical, or equipment capabilities of the Maintenance Department.

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

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

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

5. No custodian shall be expected to make a major electrical, plumbing or carpentry repair or replacements. They will not be expected to perform any painting other than in line with cleanliness or painting that can be readily classified as touch up. No custodian shall be required to do any glazing work that requires a skilled craftsman, nor will he/she be expected to replace a large number or a large size of glass without help. All custodians are expected to perform minor maintenance tasks which can be accomplished using common hand tools and not requiring specialized or long term training. In addition, custodians will be expected to make emergency repairs that are within their capabilities.
6. Custodians and maintenance personnel may be required to attend an in-service training program once a year. Additional training and/or informational meetings may be scheduled. Custodians attending these meetings will adjust their shift time the day of the meeting. The time and place of the training shall be arranged by Management. The purpose of these sessions shall be to improve work skills and to provide better service to the District. On Institute Days, employees will work hours that are mutually agreed upon by the building principal, Director Buildings and Grounds, and custodians.
7. In those instances where transfers occur, it shall be the responsibility of the Director of Buildings and Grounds to instruct his/her replacement in the operation of the HVAC systems and all emergency switches concerning all gas, water, and electrical operations to the building.
8. **After hours emergency calls from the police or fire department will be taken by the Director of Operations or his/her designee. The Director of Operations will determine which staff member (day custodian or maintenance on-call staff) are best equipped to deal with the emergency.**

The maintenance staff will be assigned a weekly after hours on-call duty on a rotating basis to address building emergencies. Weekly assignments will begin at 2 pm on Friday afternoon and end at 6 am the following Friday

morning. It will be the expectation that the assigned maintenance worker be available to respond to the emergency situations during this time. Staff will be expected to report to the on-call emergency within one (1) hour of the call, weather permitting.

A cell phone will be provided for communication during the work day and for on call weeks. A \$20.00 per day on call rate will be paid to maintenance staff during their assigned week. Any calls that result in the maintenance worker reporting to work after hours to address an emergency will be paid time and a half. On call overtime begins when the call is made to the maintenance worker. The Food Service Driver/Maintenance Worker will only be added to the on-call schedule in the months of June and July.

The rotation order will be determined each year by seniority. The selection of the rotation spot will be done by the last week in May each year for the following fiscal year, beginning in May of 2023. The Director of Operations will meet with each member of the maintenance department by seniority to develop the schedule.

9. Custodians will not be assigned to directly supervise students.
10. All custodial and maintenance personnel shall maintain a telephone and make the telephone number available to their Building Principal and the Director of Buildings and Grounds.
11. Personal cell phones are to be turned to "silent" or "vibrate" and not used for personal use during the work time. Employees may quickly check their phones during their breaks.
12. Smoking is prohibited on school property per the Illinois School Code (105 ILCS 5/10-20.5b)
13. At any time when job descriptions or areas covered are to be re-evaluated for possible change, a committee consisting of the Superintendent of Schools, the Director of Building and Grounds and the two (2) Union Stewards will work together to determine area size and scope of work required in each area. Emphasis will be placed on reasonable expectations of time needed to complete each job. Ultimately, the Board has the final decision on job descriptions.

**ARTICLE 7
SCHOOL USE AND CUSTODIAN RESPONSIBILITY**

Facility Usage:

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

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

2. Local 73 reserves the right to use a district building for meetings to be held once a month (excluding bid sessions) in a building and at a time determined by Local 73, provided such facility is not already scheduled for use and advance notice of such intent is provided to the Building Principal and Director of Buildings and Grounds at least 48 hours in advance of said meeting. Additional use of district buildings for union business shall be requested via the district's Facility Rental Agreement form.

**ARTICLE 8
LABOR MANAGEMENT RELATIONS COMMITTEE**

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

**ARTICLE 9
WORK DAY—WORK WEEK**

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

Section 1. Work Day

The work day shall be eight (8) hours of service within any twenty-four (24) hour period on any calendar day. Management may on the occasion of unforeseen, unusual emergency conditions or on days requiring snow removal establish short-term flex scheduling. Flex scheduling does not include the utilization of split shifts, nor is designed to decrease the hours in a work week.

Section 2. Breaks

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

- a. Within an eight (8) hour shift, employees shall take a thirty (30) minute paid break as agreed between employee and administration.

Or

- b. Within an eight and one half hour (8 ½) shift, employees may take a one half hour unpaid meal period. The meal period is mutually agreed upon and scheduled by the administration at that specific time. Emergency situations may modify or interrupt the scheduled meal period. Employees will still receive the full thirty (30) minute meal period. In addition, the employee will be provided two (2) fifteen (15) minute paid breaks, not to be combined, and scheduled by the administration at a specific time within the shift.

Section 3. Work Week

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

Section 4. Holiday Pay.

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

ARTICLE 10 OVERTIME

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

Section 1. Overtime

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

Section 2. Assignment of Overtime

All overtime work shall be assigned and approved in advance, when possible, by the Director of Buildings and Grounds in consultation with the building principal.

- Overtime will be offered first, to the persons who normally work in that area.
- If these people are unavailable or refuse the overtime the job will be offered to other custodians who work in the building, on a rotating basis.

- If no one within the building wants to work the overtime, it may be offered to custodians from outside the building from the monthly overtime volunteer list.

Monthly volunteer list: Five days before the end of each month, the designated Central Office staff will email all custodial and maintenance employees and will accept requests to be placed on the next month's volunteer list. The list will be in the format of an accessible document that will be used to note who accepts what overtime, as well as any refusals or non-answers. If overtime is required, the hours will be offered to the most senior person on the overtime list and work down to the least senior. Once a person has worked, he/she will go to the bottom of the list. If all volunteers have been given overtime, the list will start over at the top.

If a person volunteers for overtime and refuses the assignment and/or fails to answer their phone three (3) times during the month, they will not be able to volunteer for the next two months.

In the event that a first shift custodian is absent, a second shift custodian should be called by the first shift custodian and then the second shift custodian can alert management to the need to get coverage for the second shift. The second shift custodian will have the option to work his/her normal shift (or a portion if mutually agreed upon by the building principal, Director of Building and Grounds, and the custodian) in addition to the first shift. A second shift custodian may be granted a waiver from working first shift by requesting such a waiver from the Labor/Management Committee (Stewards and Superintendent).

The GHS athletic area overtime will be given to the custodian assigned to the area first if an event is held. If a second custodian is needed, as determined by management, it will be offered to the most senior custodian in the two other athletic areas first before management offers the shift to a custodian on the monthly volunteer overtime list.

- GHS athletic areas include all inside and outside athletic facilities.
- Management can determine the number of custodians to be used and hours to be worked in any given overtime situation.
- If overtime is refused by all custodians, the overtime will be assigned to the least senior non-probationary custodian(s), regardless of building/area assignments.
- There is an expectation that custodians work their regular shift the following day after an overtime event. Patterns of employees utilizing sick days after such events will be addressed.

The Union and Management agree that as this is a new overtime process, both parties will meet and review this after one year and if needed, changes can be made at that time.

Section 3. Emergency Overtime

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

Section 4. Overtime Submission

All pre-approved overtime work shall be submitted on Trutime no later than at the end of the current pay period.

ARTICLE 11 **PAY DAYS**

Section 1. Paydays

Employees shall be paid on the 15th and 30th of each month. In the event that a pay date falls on a weekend or holiday, payroll will be completed the Friday before the official pay day.

Section 2. Pay Increases

All pay increases shall be effective on July 1 of each calendar year.

Section 3.

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

ARTICLE 12 **WAGES AND CONTRACT YEAR**

Section 1. Contract and Year

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

Section 2. Rates of Pay

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

Section 3. Longevity Fairness

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

ARTICLE 13 DISCIPLINE

Section 1. Disciplinary Procedures

- A. Employees may be disciplined for violation of work rules established by the Board, and in addition thereto, for acts or omissions to acts which unnecessarily endanger the health, safety or property of students, school district employees or members of the public.
- B. The District subscribes to the concept of progressive discipline. While it is desirable to follow the normal sequence of progressive discipline, an infraction may be of such a serious nature as to warrant more severe actions immediately, which would permit selected steps in the process to be bypassed. Steps of Progressive Discipline: (1) Oral Warning, (2) Written Warning, (3) Suspension Without Pay for a period not less than three, nor more than ten days.

Section 2. Suspension With Pay

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

Section 3. Just Cause Suspension Without Pay and Termination

- A. No employee, (other than a probationary employee) will be suspended without pay or terminated without just cause.
- B. Prior to the suspension without pay or termination of a non-probationary employee, the employee shall have a right to a conference with the supervisor imposing such action. At the employee's request a Union representative will be present. The specific grounds forming the basis for the suspension or termination shall be made available to the employee and the Union in writing at least twenty four (24) hours in advance of such conference. If the employee does not request Union representation, the Union Steward shall nevertheless be entitled to be present.

Section 4. Other Conferences

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

ARTICLE 14
APPEALS – GRIEVANCE PROCEDURE

Definition:

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

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

Purpose:

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

Scope:

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

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

Informal Procedure:

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

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

agreement in the case. In case of agreement, their decision shall be final.

Arbitration:

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

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

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

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

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

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

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

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

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

**ARTICLE 15
SENIORITY**

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

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

Section 1. Seniority

Determination of an employee's seniority shall be based upon the date of hire in a permanent full-time position in the Bargaining Unit, however Part-Time employees who move to Full-Time shall have their seniority time pro-rated.

Section 2. Tie

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

Section 3. Job Qualifications

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

Section 4. Job opening

A job will be declared open after a custodian/maintenance/transportation person has been off work for one year, excluding workman comp or work related injuries. Any employee off work will still receive all benefits and raises and seniority.

Section 5. Layoff Seniority

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

**ARTICLE 16
SICK LEAVE**

Section 1. Sick Leave.

The Board of Education shall grant sick leave at the rate of fifteen (15) days per contract year. Unused sick leave shall accumulate to a maximum of 360 days. Part-time employees or those employed on less than twelve (12) months basis will have sick leave allowance prorated to insure equity in these allowances.

If an employee leaves during the fiscal year between July 1st and June 30th, the pro-rated portion of unearned sick time will be deducted from the employee's sick leave bank.

Section 2. Sick Leave Defined.

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

Section 3. Proof Status

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

Section 4. Call off

When an employee is sick, the employee shall call the building Principal and text the Director of Operations to notify them of the absence. For custodians covering the District Office, Administrative Assistant for Transportation will be notified and the Director of Operations will be texted.

Section 5. Part day absence

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

Section 6. Insurance premium payments

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

ARTICLE 17 PERSONAL LEAVE

Section 1. Personal Leave Days

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

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

Section 2. Unused Personal Leave

All unused personal days will convert to sick time on June 30th of each year.

Section 3. Jury Duty Leave

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

**ARTICLE 18
INSURANCE PROTECTION**

Section 1. Benefits

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

To ensure continued affordability of health insurance premiums, the BOE proposes that individual employee portions of the premiums do not exceed the Affordable Health Care Act affordability threshold of 9.78% of an employee's gross wages for the least expensive plan option offered by the Board of Education.

Section 2. Plan Copy

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

Section 3. Insurance Committee

Local 73 is guaranteed representation on the District #205 insurance committee. The Custodial/Maintenance SEIU membership will have 3 seats on the insurance committee beginning in the 2021-2022 school year.

**ARTICLE 19
PAID HOLIDAYS**

Section 1. Working on Holidays

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

Section 2. Holidays

The following holidays shall be observed:

- | | |
|---------------------------|--|
| Independence Day | July 4 |
| Labor Day | 1st Monday in September |
| Veteran's Day | November 11 (when within the workweek) |
| Thanksgiving Day | 4th Thursday in November |
| Friday after Thanksgiving | |

Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Election Day	when ordered by Governor

Section 3. July 4th

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

Section 4. Floating Days

Employees are granted floating time off (two full days for full time employees and two half days for part time employees) which can be used on days when students are not in attendance.

Section 5. Christmas

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

Section 6. New Years

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

**ARTICLE 20
TRANSPORTATION ALLOWANCE**

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

**ARTICLE 21
UNIFORMS**

The Board of Education shall provide a uniform allowance to custodians and maintenance workers not to exceed \$150 to purchase District approved shirts, sweatshirts, jackets, coveralls, and pants. Beginning July 2023, an additional amount up to \$100 annually will

be allotted to the employee for the purchase of work shoes as confirmed with a receipt. Beginning June 2013, requests for uniforms shall be processed and items shall be received by August 15th each year if possible. Exceptions for unforeseen and/or unusual circumstances may be authorized by the Director for Human Resources. If pants are not purchased, custodians, and maintenance workers are required to wear appropriate work pants which may include jeans if they are clean and without tears/holes. Custodian and maintenance workers shall be required to wear uniforms while on duty, excluding winter, spring, and summer vacation periods.

ARTICLE 22 VACATIONS

Section 1. Vacation Accrual

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

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

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

Section 2. Accrual

- Beginning in 2021, employees will be given vacation and personal time in advance of earning it on July 1st each year.
- Employees with less than 3 years of service will earn vacation and personal time quarterly.
- If an Employee leaves during the fiscal year between July 1st and June 30, the pro-rated portion of unearned time will be deducted from the employee's final pay check.
- Employees may only roll over a maximum of 5 vacation days from 1 fiscal year to the next.
- All unused personal days will convert to sick time on Jun 30th of each year.

Section 3. Usage of Earned Days

Earned vacation days shall be used within one (1) calendar year after June 30 in the year in which they have been earned. Employees with eight (8) or more years of service may roll over a maximum of five (5) days per year.

Section 4. Vacation Days Upon Exit

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

Section 5. Summer Vacation

Summer vacations may be taken after the last teacher contract day in the Spring and until ten (10) working days before the first day of student attendance in the Fall, effective Summer 2023.

Section 6. Working hours

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

Section 7. Vacation Limitations

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

Section 8. Mid Year Hires

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

ARTICLE 23/24
SERVICE/RETIREMENT BONUS

Any employee hired on or before June 30, 2008 will be entitled to a longevity bonus upon retirement of \$600 for each full year of service to the District.

- Service must be uninterrupted and will be calculated from the employee's start date.
- Longevity bonuses will be added to the employee's payroll with a maximum annual cap of 6%. Any additional bonus payments beyond the 6% cap will be paid out 30-45 days after the employee's retirement.
- Retirement is defined as retirement under IMRF guidelines. Proof of application and eligibility for an annuity must be obtained by the District prior to the longevity bonus being added to an employee's paycheck. The collection of the remainder of the bonus will be dependent upon proof of annuity payments from IMRF.
- An employee must give a minimum of a 3 month notice of retirement in order to be eligible for the longevity bonus.
- ■ If an employee can demonstrate a serious health condition that requires immediate retirement, this requirement will be waived. Documentation from a physician will be required.
- Employees hired on July 1, 2008 or after will be entitled to an annual longevity bonus of \$300 after their 10th year of employment (based on start date).
- Employees must have reached their 10th year of continuous employment on July 1st of the year they qualify for the bonus.
- The bonus will be paid on the 7/15 payroll each year.

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

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

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

Beneficiary Card

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

ARTICLE 25 COMMUNICATION BETWEEN MANAGEMENT AND SUPPORT STAFF

1. To help keep lines of communication open between custodians and building principals during the school year, meetings shall be held as needed at a mutually agreed upon time to discuss issues in their buildings.
2. When school is in session the principal shall provide to the custodian a weekly calendar of known uses of facilities approved by the administration.
3. On or before the May Labor/Management meeting each year the Director of Buildings and Grounds will provide to the building custodians a list of summer and life safety projects for their building with available timelines.
4. Prior to the end of the school year the Building Principal and Custodians will develop their summer work and projects schedule. Other summer work may be completed as time or necessity permits.
5. A summer planning meeting will be held between one month and 2 weeks in advance of summer break involving at least 1 custodian from each building and 2 maintenance workers (invitation based on seniority). Management will identify who will be present from their staff. The meeting will be to set up to plan for summer work throughout the District.

ARTICLE 26 DISCRIMINATION

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

ARTICLE 27 UNION SECURITY, UNION RIGHTS

Section 1. Maintenance of Check Off

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization. Employees may express such authorizations by any means of indicating agreement allowable under state and federal law. To the extent permitted by law, authorized deductions shall be irrevocable, regardless of the employee's membership status, except in accordance with the terms under which an employee

voluntarily authorized said deductions. Dues, assessment, and fee revocations are processed by the Union. In the event that an employee revokes their checkoff authorization in accordance with the terms in which they authorized the deductions, the Union will notify the employer after the close of the revocation period. Where an employee properly revokes dues, assessments, or fees authorization pursuant to this section, the employee shall still, as a condition of employment, be required to pay fair share or agency fees to the Union, to the extent permitted by law and this Agreement. The Union will submit to the Employer a list of employees who have authorized checkoff and shall provide the Employer with verification that checkoff of dues, assessments, or fees have been authorized by the employee only in the event a question arises about an employee's membership status.

Section 2. COPE

The Employer agrees to deduct from the pay of those members who individually request it voluntary contributions of the SEIU COPE Fund. The Union shall notify the Employer of the per pay period amount that is to be deducted. Such amounts shall be remitted to the Union every pay period.

Section 3. Recognition of Web-Based and Electronically Recorded Sign-Ups

The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded telephone calls, by submitting to the Union an online deduction form authorization, or by any other means of indicating agreement allowable under state and federal law.

The parties acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

Section 4. Orientation

The employees' understanding of the CBA and the role of the Union in the employment setting are inherently important to the employment relationship. Once a month on the 15th or next work day after the 15th, the District will have all new hires from the previous month meet with union representation. Such monthly meeting will be set for a time that meets both the union representative and the new hire's work schedule for that day. Employees designated by the Union to assist with this orientation shall be allowed to do so with pay.

The District shall provide to the Union a list of all employees attending the orientation at least a day in advance of the meeting.

Section 5. Indemnification

The Union agrees to indemnify and hold the Board harmless against any legal claim that might be brought against the Board based upon the Board's non-negligent compliance with Section 1 and 2 of this Article. This section shall not apply to any claim that may arise as a result of willful misconduct or imperfect execution of Sections 1 and 2 of this Article.

Section 6. Access to Premises by Union Representatives

Authorized agents of the Union, upon notifying the appropriate employer representative, shall have reasonable access to work areas.

Section 7. Union Activity During Working Hours

Workers, who are parties of interest, witnesses or Union representatives shall be able to attend grievance hearings without loss of pay. Workers who attend meetings at the direction of the Board/Administration shall attend without loss of pay.

Section 8. Stewards

The Union will provide updated lists of Stewards to the Board.

ARTICLE 28 NO STRIKE - NO LOCK OUT

Section 1. No Strike

Neither the Union, its officers, nor any of its members shall engage in, encourage or otherwise participate in any work stoppage, or strike the District during the term of this Agreement.

Section 2. No Lock Out

The Board agrees that during the term of this Agreement the Board will not lock out workers.

ARTICLE 29 AMENDMENTS AND SAVINGS CLAUSE

Section 1. Amendments

The terms and conditions of this agreement may be modified by alteration, change, addition to or deletion only through the voluntary, mutual consent of the parties in a written amendment to the agreement.

Section 2. Savings Clause

Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the agreement.

**ARTICLE 30
DURATION AND TERMINATION**

This Agreement shall be in effect from the date of execution hereof, July 1, 2023 and from year to year thereafter unless either party give written notice on or before June 30, 2027 or on or before any April 1 thereafter of its desire to modify or terminate this Agreement through June 30, 2027.

**ARTICLE 31
JOB SECURITY**

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

ALL WAGES

CUSTODIAL/MAINTENANCE WAGES 2023-2027

	2023-2024	2024-2025	2025-2026	2026-2027
CUSTODIAL	<u>19.11</u>	<u>19.86</u>	<u>20.61</u>	<u>21.36</u>
MAINTENANCE	23.57	24.32	25.07	25.82
MAINTENANCE LICENSED	26.03	26.78	27.53	28.28
MAINTENANCE/ FOOD SERVICE DRIVER	23.57	24.32	25.07	25.82

All employees will receive a \$2.50 per hour increase effective July 1, 2023,
All employees will receive a \$.75 (seventy five cent) per hour increase July 1, 2024, July 1, 2025 and July 1, 2026.

Longevity

A longevity bonus will be paid annually on the December 15th payroll each year per the schedule below:

<u>Service Year as of July 1st Beginning 7-1-2023</u>	<u>Annual Longevity Bonus Paid on 12/15</u>
Years 5-9	\$200
Years 10-14	\$250
Years 15+	\$300

Section 2. Miscellaneous

- A custodian hired prior to July 1, 2007, who moves to a general maintenance position will retain his/her current wage or if the current wage is less than the General Maintenance New Hire Base wage ,he/she will receive the General Maintenance New Hire Base rate of pay. (New hires to the District will earn the New Hire Base Wage determined for that position.)
- A custodian or maintenance employee hired prior to July 1, 2007, who moves to a licensed maintenance position and who holds the appropriate licensure will have their current hourly wage multiplied by 1.10 to compute the new hourly rate of pay. (New hires to the District will earn the New Hire Base Wage determined for that position.)
- Employees currently laid off and who are rehired within the eighteen (18) months would return to the current contract wage.
- The Board of Education will provide a thirty-five cent (\$.35) shift differential for employees on 3rd shift.

Section 3. Pandemic

Disaster/Pandemic: If the District is subject to a declaration made by the state, federal or municipal government agency with the power to do so, infectious disease or pandemic based on guidance from CDPH, CDC, IDPH and FEMA, the District and Union agree to meet and discuss wage differentials if a disaster is declared.

TRANSPORTATION DIVISION

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


No changes during time the District does not employ Transportation employees. This is a place marker in case Transportation employees are hired in the future, at which time the articles that apply to Transportation shall be re-negotiated.


APPROVED BY:

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

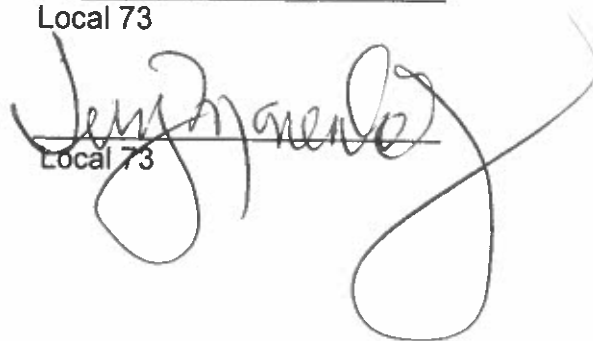

Secretary Treasurer, Local 73


Sr. Field Organizer


Local 73


Local 73

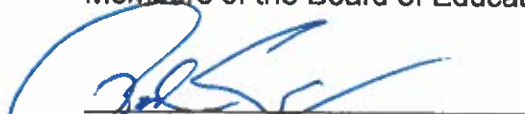

Local 73


Local 73


Local 73

ADOPTED BY:

Members of the Board of Education School District #205


President


Secretary