

CONTRACT

BETWEEN

THE BOARD OF EDUCATION  
ELEMENTARY SCHOOL DISTRICT  
NO. 103

and

THE CUSTODIAL/MAINTENANCE  
PERSONNEL OF THE DISTRICT #103  
UNIT OF LOCAL 73, SERVICE  
EMPLOYEES INTERNATIONAL  
UNION AFL-CIO

July 1, 2020 – June 30, 2022

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## **ARTICLE I – UNION BOARD RELATIONS**

### **A. Recognition**

1. The Board of Education, School District #103 (hereinafter referred to as the “Board”) recognizes the District #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.
2. 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.
3. The term “full time employees,” when used herein, shall refer to all employees who work eight hours per day either during the school year or for twelve months.

### **B. Procedures**

1. Upon receipt by the Board of a request by a custodian, the Board will deduct Union membership dues 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 Local 73 office within ninety (90) days of their deduction.
2. The Board agrees to make available to the President-head steward of the Union upon request, approved minutes of School Board Meetings and regularly and routinely prepared public information concerning the financial condition of School District #103.

### **C. Non-Discrimination**

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

### **D. 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**

1. Appointment to vacant positions, including promotion to another position, shall be based upon several factors, including the applicant’s qualifications for the position, the individual’s skill and ability, job performance record, supervisory recommendations, and seniority. Recommendations for filling vacancies at the building level will be made by the Assistant Superintendent as the result of collaboration with the Maintenance Director and the Principal of the building in

which the vacancy exists. Recommendations for filling all other Custodial/Maintenance vacancies will be made by the Assistant Superintendent after consulting with the Maintenance Director.

2. All positions shall have a six (6) month probationary period.
3. All applications for positions shall be made in writing.
4. Notice of vacancies shall be posted on the bulletin boards at least ten days before a vacancy is to be filled.
5. 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.
6. The District may hire full time employees to work during the school year only. The number of these employees shall not exceed one-third the total number of full time C/M employees. No employee working a 12-month position, as of the approval of this contract, shall be required to work fewer days per year.

### **ARTICLE III – REDUCTION IN FORCE / SENIORITY**

1. 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 prorated basis. For the purpose of seniority, there shall be one seniority classification, Custodial/Maintenance, hereinafter referred to as C/M.
2. In the event of a Reduction-In-Force, the employee with the least seniority shall be dismissed first.
3. Custodians released as the result of Reduction-In-Force shall be given a letter of Honorable Dismissal at least sixty (60) days before the end of the school term as provided in Section 5/10-23.5 of The School Code.
4. 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 C/M position thereby becoming available shall be tendered to a custodian based on a seniority system, with those released last called back first.
5. 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 1<sup>st</sup> and ends on June 30<sup>th</sup>.

<u><i>Custodial / Maintenance</i></u>	<u><b>2020-2021</b></u>	<u><b>2021-2022</b></u>
C/M IV (Mt. Garage)	\$29.85	\$30.75
C/M III (Building Day)	\$29.60	\$30.49
C/M II (Building Night)	\$29.28	\$30.16
<u><i>*Custodial I</i></u>	<u><b>2020-2021</b></u>	<u><b>2021-2022</b></u>
1st	\$17.57	\$18.10
2nd	\$18.57	\$19.13
3rd	\$19.57	\$20.16

\* 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> years of employment

- B. Upon 4<sup>th</sup> year of employment, individuals are reclassified Custodial II. If a C/M I or C/M II employee is promoted to either C/M III or IV, he/she would receive wages according to the C/M III or IV schedule.
- C. All staff who are employed full time prior to January 1 will receive credit for the full year for wage rate purposes. All staff hired after January 1 who continue to work full time through June 30 of that year, will remain at a first-year status through the following fiscal year. Step advancement shall not occur more than once per fiscal year for any employee hired after January 1.
- 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.

<u><b>Years of Continuous Service</b></u>	<u><b>Hourly Bonus</b></u>
15-19	\$0.30
20-24	\$0.50
25 and above	\$0.70

- E. If a custodian is on vacation on a pay day, he shall receive his pay on the work day before his vacation starts, providing a two (2) week advance notice is submitted to the Business Office by the custodian receiving said pay.
- F. Custodians shall be paid double time for answering Security Alarm Calls. A maximum of one (1) hour per occurrence

- G. Custodians shall be on duty at straight time during emergency school closing days when the central administrative office is open. Should emergency conditions, in the judgement of the Superintendent, require the early dismissal of custodial employees, custodians on duty will be compensated for a full shift. Should the central office be closed by the Superintendent during emergency school closing days, custodians required to work will be paid double time.
- H. The District's 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 #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 #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 building principal.

#### **ARTICLE V – SICK & PERSONAL LEAVE**

- A. Twelve-month custodians shall receive fifteen (15) days sick leave per year at full pay. School year employees shall receive eleven (11) days sick leave per year at full

pay. Any unused days shall accumulate so the custodian can accumulate a maximum of 260 days.

Any custodian who accumulates 50 days of sick leave after July 1, 1993, shall receive an additional ten (10) sick days. This is a one time occurrence only. Should an employee drop below 50 days after receiving the ten (10) days, the employee would not receive a second ten days.

Any custodian who accumulates 100 days of sick leave after July 1, 1993, shall receive an additional twenty (20) sick days. This is a one time occurrence only. Should an employee drop below 100 days after receiving the twenty (20) days, the employee would not receive a second twenty days.

- B. If a custodian dies prior to retirement or being placed on disability status, his wife and/or dependent child/children under the age of eighteen shall receive \$14 for each day of accumulated sick leave up to two hundred (200) days.
- C. Absences from work must be reported immediately within the realm of possibility. Custodians shall report by calling the Supervisor of Maintenance and giving the reason for the absence and the time of their return to work. The 1<sup>st</sup> shift should report prior to 7:15 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-work days 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-work days or hours and will not accumulate. Written application for such leave shall be made to the Superintendent at least two (2) work days 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. If during the course of the entire year (July 1<sup>st</sup> – June 30<sup>th</sup>), 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 \$300.00. If such sick leave shall not exceed three (3) days, the personnel shall receive \$200.00.

- G. Employees shall be allowed up to two (2) days absence without loss of pay in the event of death in the immediate family (up to five (5) work days in the event of the death of a spouse, child, or parent) as defined in The School Code. Bereavement leave shall not be cumulative nor shall the use of such leave cause any reduction in sick leave.

#### **ARTICLE VI – INSURANCE & RETIREMENT**

- A. The Board shall each month pay 90% of the premium for a policy or policies of insurance for health and major medical coverage for each C/M employee and his/her dependent(s). The benefits of that policy or policies of insurance shall be equal to those of the health and hospital insurance program now in force in District No. 103.
- B. Subject to the approval of the District’s insurance carrier, a custodian who retires on IMRF from District #103, shall be allowed to remain in the Health, Dental, and Life Insurance Program until age 75, with the understanding that he/she pays the premiums and that the amount of life insurance will be reduced to half at age 70. C/M employees retiring on IMRF shall, for a period not to exceed 5 years, receive a monthly insurance stipend to help cover the cost of remaining on the District #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 15 years in District 103. The amount of the monthly stipend shall be 5 dollars 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.
- C. A custodian on I.M.R.F 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.
- D. Custodians shall receive Group Life Insurance coverage equal to two times the nearest thousand of their annual salary. The custodian shall pay for one-half the premium of this policy through payroll deduction.
- E. The Board shall pay 90% of the monthly single premium and 50% of the monthly family premium for dental insurance. In the event of the existence of a District Vision Plan, custodians shall also be permitted participation at their (employee) own expense.
- F. All custodians, who satisfy the minimum 600-hour work standard, shall come under the provisions of the Illinois Municipal Retirement Fund.



- G. Employees who retire on IMRF shall, upon retirement, receive, as a retirement bonus, ½% of their final year’s regular wages for each year of service, not to exceed a maximum of 20 years. After the Board accepts the retirement, equal portions of this amount shall be paid in each remaining pay period.
  
- H. All custodians shall be covered by a Long-Term Disability insurance plan paid for by the District and subject to the disability insurers approval of eligibility for such coverage.

**ARTICLE VII – VACATIONS & HOLIDAYS**

- A. Vacation days shall be offered to 12-month employees only. Vacations shall be permitted on a year-round basis except during the ten (10) working days prior to the teacher’s first work day. The Director of Maintenance and the Assistant Superintendent 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.

<u>Time in Service</u>	<u>Amount of Time Off</u>
Less than 6 months service	None
Six months to one year	One Week
One year to five years	Two Weeks

One day for each year as of July 1<sup>st</sup> beyond five years, to a maximum of 5 weeks.

- B. Full time 12-month C/M employees shall have the following days as holidays with full pay in accord with the yearly school calendar and with teachers’ holidays:
  - 1. New Year’s Day
  - 2. Martin Luther King Day
  - 3. Lincoln’s Birthday
  - 4. Casimir Pulaski Day
  - 5. \*Good Friday
  - 6. Memorial Day
  - 7. \*\*Fourth of July
  - 8. Labor Day
  - 9. Columbus Day
  - 10. Veteran’s Day
  - 11. Thanksgiving Day
  - 12. Day following Thanksgiving
  - 13. Christmas Eve Day
  - 14. Christmas Day
  - 15. New Year’s Eve Day

In the event one of the above referenced holidays is not observed as a holiday for the teachers, 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 work day prior to and following said holiday. Exceptions: (a) when on vacation and (b) illness with documentation from a physician.

When any of the above holidays shall occur on a Saturday or Sunday, and is not observed as a school holiday, one day for each of the above so occurring will be added to the summer vacation schedule or pay provided, however, that the Board reserves the right to schedule an alternative date for the observance of such holiday (as a day of non-attendance) and to direct custodial employees not to report for work on such alternative date.

\*Employees will receive holiday pay if Good Friday is a day of non-attendance for students and teachers are not scheduled to work.

\*\*Full time school year employees shall have the above days as holidays with full pay with the exception of the Fourth of July.

Holiday Pay Definition – As of November 25, 1998, if a Custodian is required to work on a holiday, as specified in article VII section B, he shall receive time and a half pay for those hours worked in addition to his regular pay for that day. This Addendum does not apply to Article IV F.

**ARTICLE VIII – HOURS OF WORK**

A. The normal work requirements for all custodians in School District #103 is based on an eight consecutive hour day, exclusive of lunch periods, five days a week, Monday through Friday. However, the custodians working the night shift have an eight consecutive hour day including a thirty-minute lunch period.

B. The hours for custodians are as follows:

	<u>Maintenance &amp; Day Custodians</u>	<u>Night Shift Custodians</u>
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	7:00 a.m. to 3:30 p.m.	7:00 a.m. to 3:30 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

### A. Definitions

1. Any claim by the Union or an employee that there has been a violation of the terms of this Agreement shall be a grievance.
2. As used herein, the term “days” shall mean days on which the school business office is open.

### B. 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:

### C. Formal Procedure

1. Step One: The employee or the Union may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. Such grievance shall be submitted within five (5) days of the occurrence of the grievance or within five (5) days of when such occurrence should reasonably have become known. Within ten (10) days of the meeting, the employee and the Union shall be provided with the supervisor’s written response.
2. Step Two: If the grievance is not resolved at Step One, then the Union may refer the grievance in writing to the Superintendent or designee within five (5) days after receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within five (5) days of receipt of the appeal. Within ten (10) days of the meeting, the Union shall be provided with the written response of the Superintendent or designee.
3. Step Three: 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 five (5) 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.

#### **D. General Provisions**

1. 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.
2. 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.
3. 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.
4. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
5. A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be treated as though never having been filed.
6. 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.
7. If the Union and Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.
8. No reprisals will be taken for the processing or participation in any grievance.

### **ARTICLE X – MISCELLANEOUS**

#### **A. Uniforms**

Uniforms shall be supplied to all custodians free of charge. New custodians shall be given three (3) shirts and three (3) pairs of pants. All others will annually receive clothing the equivalent value of two shirts and two pairs of pants or one shirt and three pairs of pants. At all times during the days school is in session, custodians shall be responsible for wearing shirts and pants that are clean and in good condition. Measurements for new uniforms shall be taken in the first week in June, and the uniforms shall be issued on or before the last week of August.

All custodial employees hired prior to April shall be measured for and receive new uniforms within forty-five calendar days from their first day of employment.

During the time of summer cleanup when classes are not in session, custodians will be allowed to wear tee-shirts in lieu of their uniform shirts.

**B. Safety/Hazard**

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

**C. Jury Duty**

Custodians shall receive their regular salary while in required jury duty but shall forward any monies received for such services to the business office, excluding any monies received for other items (i.e. – transportation).

**D. Flexible Benefits**

The board agrees that during the term of this agreement it will, if permitted by law, implement for the Custodians IRS Section 125 Flexible Benefits Plan which shall be open for participation by all custodians. The administration costs of the program shall be borne by the Board. The plan shall be the same as provided for the full-time certified teachers.

**E. 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 notifies the bargaining unit of its intentions ninety (90) days prior to the expiration of this agreement.

**F. 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.

**G. Just Cause Discipline**

No non-probationary employee shall be dismissed or suspended without pay without just cause.

**H. Personnel Files**

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 \$0.10 per copy.

#### 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.

#### 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.

#### **I. Evaluation**

The building principal will evaluate each C/M employee on an annual basis. The building principal will consult with the Maintenance Director in the development of the evaluation.

#### **J. Training**

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

#### **K. Part-Time / Temporary Hiring**

In the hiring of part-time and temporary C/M employees, preference shall be given to retired District #103 C/M employees. Upon their rehire in a part-time, or temporary capacity, retired employees would receive a wage equal to Year One (1) of Custodial I.


**ARTICLE XI – DURATION OF CONTRACT**

This contract shall be in full force and effect through June 30, 2022.

In witness whereof, the parties have on this \_\_\_\_\_ day of \_\_\_\_\_ 2021,  
caused their signatures to be hereunto affixed by their duly authorized officers.

**DISTRICT #103 UNIT LOCAL 73,  
S.E.I.U.**

**BOARD OF EDUCATION SCHOOL  
DISTRICT NO. 103**

  
\_\_\_\_\_  
Jerry Przyzycki, Chapter President

  
\_\_\_\_\_  
Jorge Torres, Board President

  
\_\_\_\_\_  
Joseph Richert-Union Secretary Treasurer

  
\_\_\_\_\_  
Winifred Rodriguez, Board Vice President

  
\_\_\_\_\_  
Union Chapter Vice President

  
\_\_\_\_\_  
Vito Campanile, Board Secretary

Jason Cory