

**CHICAGO HEIGHTS  
SCHOOL DISTRICT NO. 170**

**AND**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 73, CTW**

**JULY 1, 2020 – JUNE 30, 2021**

**CONTRACTUAL AGREEMENT**

**CUSTODIAL AND MAINTENANCE  
STAFF**

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## **ARTICLE 1 - RECOGNITION**

- A. The Board of Education of School District 170, Chicago Heights, Cook County, Illinois, hereinafter referred to as the "Board", hereby recognizes, CTW, Service Employees International Union, hereinafter referred to as the "Union", as the sole and exclusive collective bargaining representative for all regular full-time custodians, maintenance, distribution clerks, excluding supervisors, professional employees, security personnel and all other employees. The term "Supervisor" shall be held to mean anyone having authority, in the interest of the Board, to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, discipline or evaluate, or having responsibility to direct other employees of the Board, or to adjust grievances or to recommend such action in connection with any of the foregoing.
- B. The Union shall be provided reasonable bulletin board space on one bulletin board per school for the posting of official Union notices and materials. The privileges granted by this section shall not apply to notices or materials of a partisan-political nature.
- C. The District will notify the Union in writing, with the name, job title, date of hire, and starting wage of newly hired employees. The District will notify the Union in writing, when the employment status of a current bargaining unit member changes (i.e., resignation, promotion, transfer).

## **ARTICLE II - NON-DISCRIMINATION**

- A. Neither the Board nor the Union shall discriminate against any employee on the basis of age, sex, race, color, creed, religion, national origin, disability, military, marital status, or gender identity and expression.
- B. There shall be no discrimination against any employee for Union activity or functioning as a Steward, Committee Member, or Union Official.

## **ARTICLE III - MANAGEMENT RIGHTS**

The Board retains and reserves the ultimate responsibility for proper management of the School District, conferred upon and vested in it by the statutes, case law and the Constitution of the State of Illinois and the United States, including but not limited to the responsibility for and the right:

- 1. To maintain executive management and administrative control of the School District and its properties and facilities, and the activities of its employees as related to the conduct of school affairs.

2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal for just cause, their assignment, and to promote and transfer all such employees.
3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of carrying out Board Policy with reference to the custodial and maintenance program of the School District.
4. To determine work schedules, the hours of employment, and the duties, responsibilities and assignments of members of the bargaining unit.
5. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rule regulations, procedures and practices in furtherance thereof, shall be limited only by the specific and express terms of the Agreement.

#### **ARTICLE IV - NO STRIKES OR LOCKOUTS**

- A. The Union shall not engage in or any way encourage, sanction, or condone any strike, picketing, slow-down, or concerted stoppage of work.
- B. The Board shall not engage in any lockout of employees represented by the Union.

#### **ARTICLE V – COPE**

The District agrees to deduct and transmit to SEIU COPE such sums from the wages of employees who voluntarily authorize such deduction on the forms provided for that purpose by the Union. The transmittal shall be accomplished by a list of the names of the employees from who such deduction have been made and the amount deducted from each employee. The rate of deduction may be adjusted once each calendar year. However, an employee may request termination of the deduction in its entirety, in writing, at any time during the year. It is understood that such withholdings will be transmitted at the same time as the employees' dues withholdings.

## **ARTICLE VI - GRIEVANCES**

A grievance is a complaint by a member of the bargaining unit that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

**First Stage:** The grievance shall first be filed by the Union with the grievant's immediate supervisor within twenty (20) working days after the act or condition which is basis for the grievance. The immediate supervisor shall meet and confer with the Union and grievant within ten (10) school days (or working days) from the time of the filing of the grievance in an attempt to resolve the grievance. Within ten (10) working days after hearing the grievance, the immediate supervisor shall state his decision in writing and shall furnish one copy to the grievant and one copy to the Union. Any grievance not brought within the twenty (20) day timeframe shall be barred and no arbitrator shall have jurisdiction to rule on an untimely grievance.

**Second Stage:** If the matter is not resolved to the satisfaction of the Union, the Union may within ten (10) working days after receiving the decision of the immediate supervisor, appeal in writing from the decision to the Supervisor of Maintenance and Operation and the Deputy Superintendent of Business Affairs. The appeal shall consist of the grievance and the decision at the First Stage. The Deputy Superintendent of Business Affairs and the Supervisor of Maintenance and Operation or either of them, shall meet and confer with the Union within ten (10) working days from the time of filling the appeal in an attempt to resolve the grievance. Within ten (10) working days after hearing the appeal, the Deputy Superintendent of Business Affairs and the Supervisor of Maintenance and Operation, or either of them, shall communicate the decision on appeal in writing to the aggrieved.

**Third Stage:** If the grievance cannot be settled at the Second Stage, the Union shall have ten (10) working days after receiving the decision rendered at the Second Stage to appeal from that decision to the Board. The appeal shall consist of the grievance and the decisions at the First and Second Stages thereof. Within thirty (30) days after receipt of the appeal, the Board shall hold a hearing on the grievance. The hearing shall be open and informal and shall allow all parties to present their cases and to have representation if desired. The grievant and his representative shall have the right to present a written brief to the Board before they conduct deliberations leading to a decision in the case. Within ten (10) working days after the hearing on the appeal, the Board will communicate its decision in writing to the grievant and his representative.

**Fourth Stage:** In the event that the matter is not resolved to the satisfaction of the Union at the Third Stage, there shall be available a Fourth Step of impartial arbitration. The grievant must submit in writing within thirty (30) working days after receiving the Board's decision at the Third Stage a request to enter into

such arbitration. The parties to the grievance shall select an arbitrator and conduct the arbitration in accordance with the Voluntary Labor Rules or the American Arbitration Association. Expenses for the arbitrator and expenses which are common to both parties to the arbitration shall be borne equally by the Board and the grievant. The decision of the arbitrator shall be final and binding upon all of the parties.

General Provisions: A grievance may be initiated or conducted by a member of the bargaining unit in his own behalf or by a duly authorized representative of his own choosing. The grievant and his representative have the right to be present at all steps of the grievance procedure. If a grievance arises from the action of an authority higher than the grievant's immediate supervisor, the grievant may present such grievance at the appropriate step of the grievance procedure.

## **ARTICLE VII - HOURS OF WORK, OVERTIME, AND CALL BACK PAY**

- A. The work week shall consist of five (5) consecutive days. The work day for the day shift shall consist of eight (8) hours, in addition to a one (1) hour, unpaid lunch period. The work day for all shifts commencing after 12:00 noon, shall consist of eight (8) hours in addition to a thirty (30) minute, unpaid lunch period.
- B. Overtime shall be considered work in excess of the basic work day (eight hours) and basic work week (forty hours). Rate of pay for overtime shall be 1 ½ times employee's regular hourly rate of pay for all work done in excess of eight hours per day and forty hours per week, upon approval of the employer. Time and one-half shall be paid for all work performed on Saturday, with the exception of a Saturday after a Friday Holiday designating a Holiday weekend. Double time shall be paid for all work performed on Sundays and Holidays. In order to qualify for Holiday pay, an employee must work the scheduled day before and the scheduled day after the Holiday. In cases of illness before or after a Holiday, the employer may request a doctor's statement for proof of illness.
- C. Any employee replacing another employee in a higher position shall receive that position's pay for the time he is replacing him provided the replacement is more than three working days. Any time exceeding three (3) days shall be retroactive to the first day worked.
- D. The Board will permit rest periods in the amount of fifteen minutes for each four (4) hours worked, for relaxation and relief from fatigue. Wash-up time shall be in the amount of ten (10) minutes prior to lunch period and at the end of each shift. Particular jobs which entail extraordinary need for cleaning up will entitle employee to additional clean-up time as determined by the Supervisor of Maintenance and Operation.

- E. Overtime in the individual buildings is the first choice of the day/night custodian in his or her building. All other overtime will be delegated by the use of a rotating seniority list. After the custodial employee list is exhausted, the maintenance employees will be called in order of seniority. The Maintenance Supervisor will call the Employees on the seniority list in consecutive order for overtime and notify the Union President and Steward. If overtime is refused four times during the school year the employee loses overtime privileges for the following one year period. Employees who do not want to be on the rotating overtime list will be required to sign off for a one-year period. Subject to supervisory approval, the employee selected to work an eight (8) hour overtime shift may split the shift with the next most senior employee on the seniority list (i.e. two four hour shifts).
- F. Whenever the part-time a custodian at Garfield and Gavin School is out, night custodian will do his schedule and the part-time schedule. No overtime will be paid.
- G. The head custodian will no longer be given overtime for the cleaning of the gym. The cleaning of the gym will now be shared by the head and night custodian. No overtime will be paid.
- H. The head custodian will no longer be required to return for evening PTA meetings. The head custodian will set up for the PTA meeting and the night custodian will clean up (i.e. put chairs away, dispose of garbage and other general clean up). No overtime will be paid.
- I. School dances will be handled in the same manner as item H, except for Washington-McKinley dances, all four custodians will clean-up after the dances and two custodians will be paid two hours overtime.

#### **ARTICLE VIII - SENIORITY AND TRANSFERS**

- A. Seniority shall be considered to begin with the first day of employment on the job. Upon successful completion of probationary period of one hundred twenty (120) days, seniority shall revert to hire date. New employees shall receive at least two (2) hours of training per shift for one week upon being hired by the District. Training will be performed by the five (5) most senior custodial day shift employees. Such training shall be rotated on a daily basis.
- B. 1. In cases of reduction in the size of the working force or reduction of the number of hours worked, the parties agree that such dismissal shall be



in accordance with Section 10-23.5 of the Illinois School Code (105 ILCS 5/10-23.5).

2. In cases of promotion from one position to another or transfer from one job to another, seniority will be one factor to be considered. Consideration of job qualifications (either academic, on-job training, or other job experience), however, will also be factors.

C. When vacancies occur or new positions are created, the job shall be posted so that all employees may know of the opening for at least three (3) days. An employee applicant shall submit a written application for the job within three (3) days of the job posting. Consideration of job qualifications (as identified in Article VII(B) (2) above) will be considered. If it is evident that no presently employed qualified applicant is available, the Deputy Superintendent of Business Affairs shall select a new employee. The successful bidder shall be given a training period of sixty (60) days when moved to a new classification: if unable to qualify within that time or the employee and administration agree that the new position is not a good placement for the employee, the employee shall be returned to his/her former status. The employee must submit in writing a request to return to his/her former position within two (2) weeks of starting work in the new position if he/she wants to leave this position. Employees who are successful bidders cannot apply for any vacancy of the same classification for a period of one year.

D. Proposed guidelines of employee entering the maintenance department:

1. Everyone entering employment in the Maintenance Department shall be considered a new employee of that department and shall receive pay as per salary schedule.
2. Every new employee shall work a minimum of sixty (60) days probationary period. If at the end of that time his work, as determined by the Supervisor of Maintenance and Operation and the Deputy Superintendent of Business Affairs, is not satisfactory, will be returned to his former position.
3. Every new employee will be given a mechanical aptitude test administered and graded by the district administration and which will be used as a factor in determining maintenance selection. The employee with the ranking seniority of the top 20% of the mechanical aptitude test shall be considered for the maintenance department. A letter of explanation will be sent to each employee who bids giving the reasons for the disapproval of the transfer.

4. The Supervisor of Maintenance and Operation shall file written reports to the Deputy Superintendent of Business Affairs and the Union President of this district as needed.
5. There shall be two (2) classifications in the Maintenance Department:
  - a. First Classification: The men of the department with a minimum of two (2) years' experience in that department shall be considered First Classification.
  - b. Second Classification: Any employee of that department with less than two (2) years' experience shall be considered Second Classification.

#### **ARTICLE IX - INJURY ON THE JOB**

Any employee who is injured while in the course of his employment is entitled to receive his full salary for three (3) calendar days from date of accident. During such period, any disability payments made to the injured employee under the Workmen's Compensation Act shall be paid by him to the Board. Upon completion of the three (3) calendar day period, the employee shall file for disability benefits under the Illinois Municipal Retirement Fund and shall retain any further Workmen's Compensation Act payments made to him. It is further provided that no sick leave accumulated to the credit of any employee will be deducted for time off because of an injury incurred in the course of his employment, which extends beyond three (3) calendar days and is covered by Workmen's Compensation and/or I.M.R.F. All accidents must be immediately reported to the school business office.

#### **ARTICLE X - WAGES**

- A. The schedule of wages according to job classification on an annual, monthly, and regular pay basis, and hourly rate for purpose of computing overtime, is shown in the attached schedule. (See pay scale sheet.)
- B. Hourly wage rate increases as shown in Section (1) will be added to the wage rate of each employee currently being paid:
  - (1) effective July 1, 2020, all eligible employees on the active payroll will be given a 3% per hour rate increase

THE SALARY INCREASES SHALL BE RETORACTIVE TO JULY 1 OF EACH SCHOOL YEAR.

THE SALARY SCHEDULE (First Tier and Second Tier) HAS BEEN AMENDED AS REPRESENTED IN THE BELOW SALARY SCHEDULES.

C. A shift premium shall be paid as follows:

1. Day Shift - None
2. Night Shift - 50 cents per hour

D. Custodians will receive due consideration for lunchroom duty with a minimum of one hours pay at the then current hourly lunch rate per lunch period.

E. Tax shelter employee's portion to Illinois Municipal Retirement Fund for both state and federal income at designated rate.

**FIRST TIER – SALARY SCHEDULE  
CUSTODIANS & MAINTENANCE DEPARTMENT**

Fiscal Year		2019	2020	2021
Evening – Third Class		74,370.40	77,345.22	79,665.58
Day – First Class		77,273.04	80,363.96	82,774.88
Maintenance	Start	77,771.20	80,882.05	83,308.51
	Year 1	79,029.60	82,190.78	84,656.50
	Year 2	82,766.32	86,076.97	88,659.28

- a) Longevity Schedule – Years 4-7 \$350; 8-11 \$450; 12-15 \$650; 16 & over \$950 (payable in November)
- b) Differential of \$250 for someone who supervises 2 or more custodians

**SECOND TIER – CUSTODIAN SALARY SCHEDULE  
(NEW HIRES following – February 2007)**

Fiscal Year	2019	2020	2021
Evening – Third Class	41,523.04	43,183.96	44,479.48
Daily Rate	159.09	165.45	170.41
Hourly Rate	19.88	20.68	21.30
Day – First Class	44,103.28	45,867.41	47,243.43
Daily Rate	168.97	175.73	181.00
Hourly Rate	21.11	21.95	22.61

- a) Longevity Schedule – Years 4-7 \$350; 8-11 \$450; 12-15 \$650; 16 & over \$950 (Payable in November)

It is the intent of the parties that the above salary schedules accurately reflect the wage increases agreed to in Article X – Wages. Any miscalculation in the above salary schedules will be corrected in the final Collective Bargaining Agreement.

## ARTICLE XI - INSURANCE

**SECTION 1 - MEDICAL COVERAGE - The Board will pay the following for full-time employees hired before February 10, 1997, covered by this contract.**

### A. TIER I

1. The Board will pay the full individual insurance premiums for all full time Tier I employees enrolled in the Blue Advantage HMO, HMO Illinois Plan or PPO.
2. Full-time employees and grandfathered employees enrolled in dependent Blue Advantage HMO Plan, HMO Illinois Plan or PPO Self-Funded Plan shall pay 10% of the difference between the single and the family rate.
3. If the aggregate of the annual medical insurance premiums increased by 10% or more, the insurance committee shall make cost containment changes to reduce the aggregate cost of the insurance premiums to less than %. These changes shall take effect upon Board approval. If the increase in a specific plan cannot be reduced below 10%, the employee's participating in that particular plan shall pay the insurance cost exceeding 10% or may select a new plan during open enrollment.

### B. TIER II

1. The Board will pay the full individual insurance premiums for all full time, Tier II employees enrolled in the Blue Advantage HMO, HMO Illinois Plan or PPO.
2. The Board shall provide Second Tier Custodians the opportunity to obtain family insurance at the same cost as First Tier Custodians. Second Tier Custodians will be eligible for family insurance if a First Tier Custodian is terminated, resigns or retires from the District.
3. One Second Tier Custodian shall be eligible for family insurance for each one First Tier Custodian who leaves the District for the reasons stated above.
4. The most senior Second Tier Custodian will be offered family insurance if a First Tier Custodian leaves the District.

5. The seniority list will be exhausted in order to secure a participant, if necessary.
6. Full-time employees enrolled in dependent Blue Advantage HMO Plan, HMO Illinois Plan or PPO Self-Funded Plan shall pay 10% of the difference between the single and the family rate.
7. If the aggregate of the annual medical insurance premiums increased by 10% or more, the insurance committee shall make cost containment changes to reduce the aggregate cost of the insurance premiums to less than 10%. These changes shall take effect upon Board approval. If the increase in a specific plan cannot be reduced below 10%, the employee's participating in that particular plan shall pay the insurance cost exceeding 10% or may select a new plan during open enrollment.

C. Insurance Committee

The insurance committee shall be convened and informed of any proposed modifications to the insurance plans, costs and fees by the District administration. Prior to District implementation of the modifications to the insurance plans, costs and/or fees, the insurance committee shall approve such changes. The membership shall be informed of any modifications to the insurance plans, costs and/or fees as soon as possible upon the approval of the insurance committee. The Union shall be entitled to one (1) representative on this committee.

#### SECTION 2- DENTAL COVERAGE

The Board will pay the premium for a dental insurance policy for full time employees covered by this contract.

#### SECTION 3 - TERM LIFE INSURANCE

The Board will pay the premium for term life as follows: \$30,000 term life insurance and a \$60,000 accidental death/dismemberment policy for full time employees covered by this contract.

## **ARTICLE XII – RETIREMENT**

As an incentive to early retirement for any employee with: (a) fifteen (15) years or more service to the District and age sixty (60) or older at time of retirement; or (b) twenty (20) years or more of service to the District and age fifty-five (55) or older at time of retirement, the Board shall pay the employee's health, medical, and dental insurance from date of retirement and continuing to age sixty-five (65) at which time the employee is eligible for Medicare. Two (2) employees per year may avail themselves of these options and notice of intent to retire shall be given no later than March 1 of the year of retirement. It shall be the Superintendent's option to allow more than two (2) employees to use this incentive per year. This early retirement incentive shall sunset upon the termination of this Agreement unless negotiated into a successor Agreement.

## **ARTICLE XIII - PAID HOLIDAYS**

A. The following legal holidays will be observed without loss of pay for all employees covered by this Agreement:

1. Independence Day - July 4th
2. Labor Day - First Monday in September
3. Columbus Day - Second Monday in October
4. Veterans Day - Fourth Monday in October
5. Thanksgiving Day - Fourth Thursday in November
6. Christmas Day
7. New Years Day - January 1st
8. President's Day or Lincoln's Birthday
9. Good Friday
10. Memorial Day - Last Monday in May
11. Martin Luther King's Birthday
12. Casimir Pulaski's Birthday

In addition, for the term of this contract, the Board will continue to observe the following days without loss of pay:

13. Friday after Thanksgiving
14. December 24th - Christmas Eve\*
15. December 31st - New Years Eve\*
16. Special School Holiday (optional)\*\*

B. When any legal paid holiday falls on a Saturday, the proceeding work day will be observed. Should it fall on a Sunday, the following work day will be

celebrated. Unless students are in attendance then an additional day will be given.

- C. Religious holidays not listed above may be taken as personal leave with prior approval by the respective supervisor and the administrative office.
- D. A holiday falling within a vacation period shall not constitute a vacation day. A holiday occurring while an employee is on leave of absence for sickness or injury shall not count against his sick leave credits.

\*\*Optional holiday - i.e. if the Board of Education grants a special holiday to teaching staff, Local 73, CTW shall be included.

## **ARTICLE XIV - SICK LEAVE**

Definition of:

Section 24-6 of the School Code reads as follows:

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption.

The District requires a certificate from (1) a licensed physician, (2) a licensed, chiropractic physician, (3) an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, (4) a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (5) a spiritual adviser or practitioner of the employee's faith as a basis for pay during leave after an absence of five (5) or more days for personal illness or thirty (30) days for birth of a child.

"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, and legal guardians.

An employee, pursuant to this Agreement, is subject to the following rules regarding sick leave in addition to the terms and conditions outlined above:

1. An employee may take fifteen (15) days leave of absence with pay because of illness in any one fiscal year. New employees will be given sick leave credit of one (1) day per month up to fifteen (15) days for the fractional part of the first year worked.
2. The unused portion of such leave shall be accumulated up to 260 days maximum sick leave.



- Any employee who has accumulated 260 days will be granted fifteen (15) additional non-accumulated days and shall be paid \$40.00 per day at the end of the year for any unused day. Upon official retirement and after fifteen (15) years of service, employees will be required to submit to IMRF any and all sick days which are eligible for inclusion in his/her retirement pension payout. Any employee who has accumulated sick days after submission of such sick days to IMRF for inclusion in his/her retirement pension payout, shall be paid forty dollars (\$40.00) for each sick day accumulated to a maximum of one hundred fifty (150) days.
- 3.. Full pay will be allowed for all school holidays immediately preceded and/or followed by absence caused by personal illness, or serious illness or death in the immediate family. School holidays coming within sick leave period will not be charged against days of sick leave.
  4. All employees who resign or otherwise leave the district and at a future date return to resume the service, will be credited with fifteen (15) days sick leave as if they were new employees, as defined in Paragraph One (1) above, Consecutive years of service only will apply toward accumulated days of sick leave.
  5. Full deduction will be made for any absence for which a sick leave day is properly used due to causes other than those specifically indicated in the foregoing paragraphs.
  6. All employees are entitled to two (2) personal leave days per year for personal business without loss of pay or deduction from sick leave benefits. If personal leave day(s) are not taken during the fiscal year, they may be added to the employee's accumulated sick leave bank. One additional day per year may be used as a third personal leave day by the forfeiture of one of the employees sick leave days. No explanation other than "personal business" shall be required for such leave for which prior approval must be obtained from the Supervisor of Maintenance and Operation. It is understood that if an employee knows in advance that he will have to use a personal business day, he shall extend the courtesy and consideration of notifying the proper person in advance. Except for emergencies, personal leave shall not be granted during the first week of school, the last week of school and before or after any holiday.
  7. A sick leave of absence, in accordance with the Family Medical Leave Act, may be granted by the Board of Education to an employee who qualifies for such leave and is not on probationary status. Any additional leave of absence is subject to approval by the Board of Education.

8. Job vacancies caused by leaves of absence because of illness or accident shall be posted and filled as provided in Article VIII-C herein. Subject to the provision of Article XIV-12, an employee on such leave of absence is entitled to be reinstated in his former position upon termination of such leave and the employee who is filling the position during such leave is entitled to be reinstated in the position he held prior to filling the vacancy. A new employee who fills the vacancy caused by a leave of absence granted to another employee shall serve the sixty (60) days in such position in probationary status, but on the termination of such leave of absence, this employee may be discharged.
9. An employee who returns to work from a leave of absence and who had been employed by the Board for at least five (5) years prior to the commencement of such leave shall be entitled to be reinstated in his former position provided that he returns to work not later than one (1) year after the commencement of such leave, but due to extended disability, the Board may amend his seniority period.

Following the expiration of the one (1) year period provided for in the preceding sentence, if the employee has not returned to fill his position, the position will be posted in accordance with Article VIII-C herein. In cases of illness or accident which may be for an indefinite period, the employee can be placed on leave of absence after thirty (30) calendar days. Said person upon return, shall present to the Board of Education, a statement of satisfactory health by a qualified physician, personal and/or one designated by the Board of Education.

10. Any custodial or maintenance unit member using three (3) or less full days of Sick Leave in one fiscal year shall be given \$250.00 as incentive pay at the conclusion of the fiscal year. Any custodial or maintenance unit member who completes the fiscal year with perfect attendance (no Sick Leave used) shall be given \$500.00 as incentive pay at the conclusion of the fiscal year. Custodial or maintenance unit members shall only be eligible for the greater incentive documented above. In no case may a custodial or maintenance unit member receive both payments.

## **ARTICLE XV UNION SECURITY AND CHECK-OFF**

A. Check-off of Union Dues. The employer agrees to deduct regular monthly dues and initiation fees as certified to the Board by the employee/member of Service Employees International Union Local 73, from the wages of those who have signed authorization forms provided to District 170. Such monies will be remitted to Local No. 73 Business Office.

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

B. The Board agrees to make available to the Union a list of all new employees hired within the bargaining unit and to furnish the Union with a new hire's home address, date of hire and telephone number. The above list will be available within two weeks of an employee's date of hire.

The Board also agrees to permit one (1) Union Representative up to one (1) hour to meet with newly hired employees for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. This meeting shall not be used for discussion of labor-management disputes and shall not impede normal operations of the District.

This meeting, unless otherwise mutually agreed upon by the District and Union, will occur within the first two weeks of a new employee's first day of work. The District shall provide reasonable notice to the Union of the exact time and location of the meeting. The Board and Union agree that this meeting will occur outside of the Union Representative's normal workday to preserve normal District operations. The Board agrees to neither deduct pay nor leave time from the employees or agents of the Union for attendance at the meeting outlined in this section.

#### **ARTICLE XVI - JURY DUTY**

Any employee called to jury duty will be paid his regular salary. Pay received from the county for jury duty and travel shall be kept by the employee.

#### **ARTICLE XVII - PAID VACATIONS**

- A. Two weeks vacation will be granted after one (1) year of service.
- B. Upon completion of five (5) years of service, an employee shall receive three (3) weeks of paid vacation (15 working days).
- C. Upon completion of ten (10) years of service, one day added for each year thereafter until a full six (6) weeks or thirty (30) working days are reached. However, any employee with four (4) weeks or more of vacation shall use up to five (5) days of vacation during Christmas/Easter Break.

- D. Employees having completed six (6) months service prior to July 1st shall be granted a pro-rated vacation.
- E. Any employees of the district working half-time or more will be allowed benefits in proportion to the time worked after one (1) year of employment.

**ARTICLE XVIII  
STEWARDS AND GRIEVANCE COMMITTEE**

- A. A steward shall be selected by the Union and recognized by the employer.
- B. A Grievance Committee shall consist of the aggrieved and one member of the custodial or maintenance force he elects to have as representative. The Committee shall also consist of the exclusive bargaining representative for the Union.

**ARTICLE XIX – MISCELLANEOUS**

- A. Employees shall have access to records concerning payment of their salary and deductions therefrom, and also personnel records concerning their employment, except for confidential statements of reference.
- B. Each employee shall be furnished with uniforms and jackets. As follows:
  - 1. First year of employment five (5) uniforms.
  - 2. Two (2) uniforms per year thereafter.
  - 3. One (1) jacket every three (3) years. (If jacket is not needed by the custodian, he/she will have the option to request two (2) additional uniforms.)
- C. Employees required by School District 170 to attend training sessions shall be compensated for attendance plus expenses in connection thereto.
- D. Employees shall be furnished tools and/or equipment for their respective jobs.
- E. Employees who must work more than one building and must use their own vehicle for transportation purposes shall be compensated at the then current Internal Revenue Service rate per mile. This does not include travel to and from home to work.
- F. The Board of Education has the right to establish proficiency pay differential in the following skills: Heating and Air Conditioning (Refrigeration), Electrical (Electronics), Pneumatics, and Lead Man.

The Board reserves the sole right to determine that qualifications are required and who shall receive the differential.

The Lead Man will have the authority to direct other personnel but no discipline authority. Lead Man pay can be removed at any time by the Supervisor of Maintenance and Operation, Deputy Superintendent in charge of Business Affairs and Superintendent of Schools.

- G. A person hired as Distribution Clerk shall agree to remain in that position for a minimum of one calendar year before being eligible to apply for a custodial or maintenance position.
- H. The Board of Education will pay the tuition and fees of any employee who will seriously pursue any of the skills named in Paragraph F. Reimbursement upon successful completion for each course with prior approval from the Superintendent of Schools or his designee with only one course granted per semester. (Two individuals per semester.)
- I. In the event the Union develops a universal training program for custodians the District agrees to discuss participation in the program and understands that the purpose of the training is to benefit both the employee and the District.
- J. Temporary Employees for Custodial Substitution
  - 1. The District, at the direction of the Director of Buildings and Grounds or his designee, shall use temporary employees to substitute for absent custodians in the following circumstances:
    - a. To substitute for employee(s) on vacation;
    - b. To substitute for employee(s) on a leave of absence for five (5) days or greater;
    - c. To substitute for employee(s) on sick leave for five (5) days or greater; and
    - d. During school recess periods, such as winter, spring and summer breaks in order to augment the work force; and
    - e. To fill vacancies provided the temporary employee(s) will not be used to fill such vacancy on a permanent basis. A permanent vacancy shall be filled within thirty (30) days or by the next regular meeting of the Board of Education if the

meeting is not within thirty (30) days of the permanent vacancy occurring in such a position.

2. The District shall determine the number of temporary employees on the Substitute List.
3. ALL temporary employee(s) shall work LESS than six hundred (600) hours for the District in one year.
4. ALL temporary employees shall complete at least six (6) hours of training with a qualified unit member prior to being assigned any work.

### **ARTICLE XX- HALF/DAY WORKSHOP**

Employees will have one-half (1/2) day training workshop on one teachers' institute day.

### **ARTICLE XXI – EMPLOYEE DISCIPLINE**

- A. The Board of Education shall have the right and duty to discipline members of the bargaining unit for acts of insubordination and/or misconduct. EXCEPT for gross misconduct and/or gross insubordination that would warrant immediate suspension or termination, the Board agrees to the concept of progressive discipline for just cause. The Board and Union agree that the commission of certain serious offenses or multiple offenses would permit the Administration to enforce discipline at an enhanced rate pursuant to the schedule above.
  1. The parties agree that, generally, progressive discipline includes:
    - a. Oral reprimand;
    - b. Written reprimand;
    - c. Suspension; or
    - d. Discharge.
  2. Upon repetition of the commission of same/similar offense, officials shall assess a unpaid suspension of up to three (3) days against the employee.
  3. Subsequent repetition of the same offense shall result in either a lengthy suspension or termination. Whichever disciplinary action the Board considers appropriate given the circumstances shall be approved.

- B. When an administrator calls a conference with an employee which might lead directly to possible disciplinary action or termination against the employee, the following provisions shall be applicable:
1. The employee shall be informed in advance and in writing as to the purpose for the conference.
  2. The employee has the right to be accompanied by someone at the conference.
  3. Except circumstances warranting immediate action, the administrator will not take disciplinary action against the employee without first affording the employee an opportunity to respond to the matter being discussed.
  4. If, after a disciplinary conference, an administrator takes disciplinary action against the employee, the administrator shall provide the employee with written notification of the reason for the action.
  5. In no instance shall disciplinary action be taken against an employee later than thirty (30) days after the conduct leading to the discipline or in the thirty (30) days after the time the administration becomes aware of the action leading to the discipline. When disciplinary action stems from a series of uncorrected instances on the part of the employee, in no event shall discipline occur later than thirty (30) days after observation or learning of the last instance.
  6. Any disciplinary action taken against an employee shall be subject to the grievance procedure of this Agreement.
- C. In the event the behavior which caused a letter to be placed in an employee's personnel file is remedied within two (2) years, the Assistant Superintendent for Human Resources shall remove the discipline from the employee's personnel file.

## **ARTICLE XXII- BEREAVEMENT LEAVE**

Bereavement Leave: Superintendent, or designee, shall grant up to three (3) days of leave without loss of sick days per year in the event of the death of a member of the immediate family. Immediate family shall include parents, spouse (including civil union partners), brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians, as well as all verifiable step relations. If an employee's bereavement

leave falls on a holiday as prescribed in Article XIII, Section A, he/she will be paid for the holiday in addition to bereavement leave.

### ARTICLE XXII- DURATION

- A. This Agreement shall be in full force and in effect from July 1, 2020 to June 30, 2021.
- B. When either party desires to negotiate changes or revisions in this Agreement, written notice shall be served upon the other party prior to February 1st, of concluding contract year, advising that such party desires to revise or change the terms or condition of this Agreement for the following contract year.
- C. Neither the Board nor the Union shall take any action in violation of, or inconsistent with, any provisions of this Agreement.
- D. It is the general policy of the District to continue to utilize its custodial and maintenance staff to perform work they are qualified to perform. However, the District agrees to follow Section 10-22.34c of the Illinois School Code (105 ILCS 5/10-22.34c), as required, should it decide to subcontract the work performed pursuant to this collective bargaining agreement. However, the District may not implement any subcontracting of custodial and maintenance staff work no sooner than July 1, 2021. The District will not, nor does it intent to, privatize any Custodial and Maintenance position nor any other Bargaining Unit position listed in Article 1, Section A for the term of this Agreement.

Employer:

President

Date 10/08/2020

Secretary

Date 10/07/20

Local No. 73, CTW

President

Date 9/22/2020

Asst. Division Director

Date 9-22-2020

Chapter President

Date 9-18-2020

Chapter Vice-President