

**CONTRACT FOR CUSTODIANS, GROUNDSMEN, & COURIERS
(JULY 1, 2024 TO JUNE 30, 2028)**

**AN AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF KANKAKEE SCHOOL DISTRICT #111
KANKAKEE, ILLINOIS
AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL #73**

PREAMBLE

This Agreement is between the Board of Education of Kankakee School District #111, Kankakee, Illinois, and Service Employees International Union Local #73. The working Agreement made and entered into this 8th day of June 2020, by and between the stipulated Board of Education, above, hereinafter referred to as the "Employer" and the Service Employees International Union, Local #73, hereinafter referred to as the Union.

It is the desire of both parties to this Agreement to avoid disputes, and realizing that they have a common interest in the general welfare of the students of the school district. Further, the parties recognized a mutual desire to bargain collectively with regard to wages, hours, benefits and working conditions of the employees covered by this Agreement.

Accordingly, the parties agree as follows: All provisions in this Agreement are subject to the Illinois School Code and any existing or future state or federal laws that may affect the legal operation of the school system by the District. If any section or sub-section of this Agreement shall be declared invalid by any court of competent jurisdiction, or shall become inoperative because of any federal or state law, the remaining portions of this Agreement shall continue in full force until the prescribed termination day.

ARTICLE I RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment, benefits and working conditions, for all custodians, grounds men and couriers.
2. It is mutually agreed that the Employer reserves all rights not expressly covered or restricted by the terms of this Agreement.
3. The fiscal year shall be from July 1st through June 30th.
4. A copy of this Agreement may be secured from the District's website for all employees covered by said Agreement.
5. The reference of employee is all-inclusive for custodians, grounds men, and couriers.

ARTICLE II WAGES AND HOURS

A. Hours

1. The work will consist of five (5) days of eight (8) hours each, Monday through Friday, excluding the lunch period. See side letter for any variance on work week for employees at the Community Center.

2. Starting and ending time shall be established in accordance with school requirements by the Director of Maintenance cooperatively with the building Principal. They shall be uniform as practicable and shall not be modified, nor shall the daily schedule of work be changed, except in emergencies.
3. Employees shall have a duty-free 30 minute unpaid lunch period. The lunch period shall be scheduled by the administration.
4. All employees shall receive two (2) paid fifteen (15) minute break periods per day.

B. Wages

1. Scale of Pay

All employees on July 1, 2024 shall receive a six (6) percent increase to their base rate of pay.

All employees on July 1, 2025 shall receive a five (5) percent increase to their base rate of pay.

All employees on July 1, 2026 shall receive a four (4) percent increase to their base rate of pay.

All employees on July 1, 2027 shall receive a four (4) percent increase to their base rate of pay.

The scale of pay according to classification, by hourly rate, is attached hereto in the form of Exhibit A. The hourly rate is listed for the purpose of computing overtime pay.

2. Overtime Provisions

a. Overtime pay shall be calculated as follows:

- 1) Time and one-half after eight (8) hours of work in any one day.
- 2) Time and one-half after forty (40) hours of work in any one week.
- 3) Time and one-half for Saturday and Sundays, provided the employee has met the requirement that they worked a minimum of forty (40) hours in the week prior to any weekend overtime.
- 4) The employee shall be paid time and one half (1 ½) in addition to his/her regular straight time hourly earnings for work on holidays.

b. There will be no pyramiding of overtime (i.e., daily and weekly overtime will not be paid on the same hours worked).

c. Employees will not be paid overtime for both the holidays and the days observed as such.

- d. Paid holidays constitute a part of the required hours of work and shall be counted as hours in computing the basic week.
- e. Equalization of Overtime: Except in emergencies, overtime shall be equalized among eligible and willing employees on a rotating basis beginning with the longest seniority status within that building. If the overtime cannot be filled within a building then management shall offer such overtime on a rotating basis beginning with the longest district-wide seniority status. Any employee who repeatedly refuses overtime, or accepts overtime and then does not show up for the scheduled work, shall not be considered a willing employee and may be removed from the district-wide overtime list, for the remainder of the school year. Overtime assignments will be made by the Director of Maintenance or his designee, and if no willing employee can be found to cover the needed overtime, then management can look to outside sources to fill the needed overtime.
 - 1) For temporary absences lasting less than one workweek (5 days), subs shall not be used as long as any bargaining unit employee is willing and able to perform the work. The work would be offered first to custodians within the building in which the absence occurs, then to custodians outside this building. If no bargaining unit employee accepts the work, the Employer may call in a sub.
 - 2) For temporary absences lasting more than one workweek (5 days), the Employer may use subs without first offering the work to bargaining unit employees.

However, when it becomes necessary for the Administration to fill a daily opening because no District employee is willing to work the additional hours, the District shall fill the opening in the following manner:

- 1) From in-district sub list; then
- 2) From a temporary agency.

- f. Overtime pay shall be included on the regular check of the pay period following the one in which the overtime was earned, assuming that the employee properly completed the time sheet, obtained the appropriate authorization signatures, and delivered the time sheet to Maintenance Office before the established timeline for payroll processing.
- g. In the event of an emergency, and employees are called back to work after they have left work for the day, shall be paid at the rate of one and one-half (1 ½) times their hourly rate of pay for all hours worked, but in no circumstance shall an employee received less than three (3) hours of pay. Employees will be expected to work a reasonable amount of overtime when necessary.

- h. There shall be a minimum call in time of three (3) hours of work on any event on Saturday, Sunday, or holidays, and employee(s) shall be paid one and one-half (1 ½) their hourly base rate of pay, provided the employee responds to the call within 5 minutes and arrive to the site within thirty (30) minutes. Otherwise, the employee must verify with the alarm monitoring service that he/she is still needed.
- i. In order to be eligible for weekend overtime, the Employee must work the Friday before, unless approved in writing by the Director of Maintenance or Assistant Director of Maintenance.
- j. Employees who have been disciplined for failure or refusal to perform assigned work during an overtime assignment shall not be eligible for overtime for one year from the date of the discipline.

3. Pay Days

Paydays are the fifteenth (15th) day and the last day of the month except when a pay period falls on a weekend or bank holiday; then they will be paid the day prior to the weekend or bank holiday.

4. Time-Keeping System

At such time when the District implements a time-keeping system to record time worked, the employee shall be required to clock out so as to document time worked and the time lunch is taken. The employee shall abide by all rules and regulations expressly instituted for the time-keeping system.

5. Compensation Advancement

Any employee who has not received a step increase will be given that increase twelve (12) calendar months after their board appointed date. For example: Employee "X" was appointed by the Board on September 11, 1998. On September 11, 1999 his/her pay rate will change and he/she will be placed on the next step.

6. District Closings

When schools are closed or students not present due to inclement weather or other emergencies (e.g., loss of power, heat, etc.) or e-learning at the discretion of the Director of Maintenance employees will be allowed to leave work early (in cases where the employees are already on duty) or if the employee has not yet reported to work the employees will be allowed to stay home and will sustain no loss of benefits, time or pay.

In the case of District closure due to excessive snow or declared Federal or State of emergency **applicable to the District**, employees who are required to perform snow removal or duties will be paid at the rate of time and one-half (1 ½) for all hours worked, regardless of whether the employee has worked eight hours in the work day or forty hours in a work week.

7. Longevity

Employees that are hired between July 1 and December 31 will be given a full year's service credit for the year. If hired after January 1st, the six (6) months service credit will be lost. Longevity stipends shall be paid to eligible employees in the following increments annually on December 15th:

<u>Years of Service</u>	<u>Longevity Stipend</u>
15 years of service	\$200.00
20 years of service	\$400.00

8. Working Out of Classification

Any employee who is asked by the District to work outside his/her job classification for a minimum of five (5) consecutive days and that work is higher graded work, shall receive the higher rate of pay commencing with the first day that the employee works in that classification.

**ARTICLE III
PAID HOLIDAYS**

1. The following paid holidays, or days observed as such, shall be considered as holidays and employees shall be granted the day off with pay on these days:

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
Last scheduled work day before Christmas (Christmas Eve)
Christmas Day
Last scheduled work day before New Year's (New Year's Eve)
New Year's Day
Martin Luther King's Birthday
President's Day (optional with Board depending on school calendar)
Casmir Pulaski Day (*)
Spring Holiday as designated by the District
Memorial Day

Juneteenth

Should one of the listed paid holidays occur on a day that a full-time employee is not otherwise scheduled to work and the holiday is not observed on a day that would otherwise be a work day, such employee will be granted an additional vacation day. As example, if Christmas Day occurs on a Sunday, and the holiday is not scheduled to be observed on a week day, then full-time employees would be entitled to one additional vacation day. The terms of Article IV will apply to the additional vacation day.

(*) If Pulaski's Birthday reverts to a commemorative holiday during the life of this contract, this day will revert to a regular day. If the District observes Pulaski's Birthday as a holiday on a day other than the first Monday of March, full-time employees will be granted the observed day off with pay.

In the event the District designates election day as a scheduled holiday, bargaining unit members will be paid for the holiday.

2. Any employee needed to protect or service the building except in the case of emergencies, is required to report to that assignment provided the employee is notified 24 hours prior to the holiday.
3. When any of the above holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday will be observed as a holiday, unless school is in session. In such an event, the holiday will be observed at a mutually acceptable time or added to the employee's allotted vacation time.
4. Employees must work the last working day before and the first working day after the holiday to be eligible for holiday pay, except if the employee is in an approved leave status. Employees who are absent before or after a holiday because of a death in the immediate family will not lose holiday pay. If an employee is absent due to an on-the-job injury before or after a holiday, that employee will also be eligible for holiday pay. If an employee misses work the day after a holiday due to unforeseen and unavoidable circumstances beyond their control, they may appeal to the Assistant Superintendent for Human Resources to have their holiday pay reinstated. They must initiate this request and provide clear documentation and evidence supporting the reason(s) for their absence. In these unique "emergency situations" the decision of the Assistant Superintendent for Human Resources will be considered final and binding. Additionally, any such decisions are to be considered non-grievable, non-precedent setting, and decided on a case-by-case basis given the facts and circumstances of that particular case.
5. Employees will be permitted to use personal leave or vacation leave on the Wednesday before Thanksgiving, provided the Wednesday before Thanksgiving is a non-workday for employees district-wide.

ARTICLE IV VACATIONS

Employees shall submit their request for summer vacation to the Office of Maintenance Director not later than May 1st of the year, to be guaranteed that their selection will be made in order of seniority. Employees requesting vacation after May 1st will only receive the requested selection after all other employees with vacation requests already on file with the Director of Maintenance regardless of seniority.

Requests for vacations submitted by seniority employees shall not be denied based upon the opening and/or closing of schools unless the vacation request would require the district to have schools with scheduled attendance and/or events opened without employee coverage.

1. One full day of vacation will be granted for each month employed, not to exceed six (6) days for employment of less than one year.
2. Time is to be figured from the month of employment to June 30th. All employees who have completed one year or more, determined as previously described, will receive two (2) weeks of vacation with pay.
3. Custodians who work in the District shall be allowed to request vacation time throughout the year and the district shall provide written response to the custodians request within ten (10) working days.
4. Subject to the approval of the Director of Maintenance, Custodians may select no more than three weeks during the summer work schedule. Vacation approval of two or more weeks will be subject to the workload and pending building projects for each individual school. Vacation requests will not be arbitrarily denied.
5. All requests during the school year shall be in writing and submitted no less than two (2) weeks prior to the requested time off on the absence request form (absent emergency circumstances).
6. Custodial staffing levels for schools that have four (4) or less custodians should only have up to one (1) custodian at a time allowed on vacation during the summer work schedule. Schools that have five (5) or more Custodians should have up to two (2) Custodians on vacation at the same time during the summer work schedule.
7. Up to fifteen (15) vacation days may be used during the school year (either consecutively or individually).
8. On non-attendance days and days adjacent to the non-attendance days (e.g., holidays, teacher-in-service etc.) custodians may be allowed to utilize single vacation days, subject to the Director of Maintenance.

9. Vacations will not be approved one (1) week prior to the end of the school year and two (2) weeks prior to the start of the school year. Except in emergency situation which, are subject to approval.
10. Seniority shall be the deciding factor in approving all vacation requests. If more than one custodian requests the same time period of vacation the most senior custodian shall be granted his/her vacation requests.
11. Employees who have completed ten (10) year of continuous employment with the Kankakee School District prior to June 30th, shall be granted three (3) weeks of vacation with pay, and employees who have completed fifteen (15) years of continuous employment with the Kankakee School District prior to June 30th, shall be granted four (4) weeks of vacation with pay.
12. Vacation days earned from the previous year will be added to the employee's vacation bank on July 1st (the first day of the fiscal year) and are required to be used by July 30th of the following year, allowing 13 months to use the vacation time once allocated. Said vacations do not accumulate or carry over to subsequent years, and any unused vacation days are lost to the employee if not used by July 30th of the subsequent year.
13. If sick time is used or an employee calls out sick the day before a vacation is scheduled, a doctor's note will be required for approval of sick pay on the day prior to the vacation day(s).

ARTICLE V SENIORITY

1. Seniority is the length of service to the school district from date of hire. Seniority shall begin when an employee has satisfactorily completed the ninety (90) working day probationary period, and seniority shall revert to date of hire when ninety (90) working day probationary period has been completed. The probationary period may be extended for twenty (20) working days if deemed necessary by the Director or Assistant Director of Maintenance. The Union Representative and President shall be notified if a probationary period is being extended, and the reasons for the extension shall be listed in the notice.
2. Seniority shall apply in all cases of increase or decrease in the working force and promotion from one person to another, (except for management or supervisory positions) including transfers from one job to another, and one shift to another, provided the applicant is properly qualified, and has responded to the posting notice to the Director or Assistant Director of Maintenance within the appropriate time frame, as listed in the posting.
3. When employees are relatively equal in qualifications, the employee with the highest seniority shall prevail.

4. A seniority list shall be provided to the Union every six (6) months if there are changes and yearly if there are no changes. In addition, a modified seniority list shall be posted in an appropriate location, within each school. The modified seniority list shall contain employee names and date of employment, whereas, the Union seniority list shall include each employee's home address, date of hire, rate of pay, classification, work location, and work e-mail address. The Union's copy shall be mailed to SEIU Local 73, 300 South Ashland, Suite 400, Chicago IL 60607 or any successor address. The names and addresses of new employees shall be given to the Union Steward or designee within ten (10) business days following board action.

ARTICLE VI JOB POSTING

1. All job vacancies shall be posted for seven (7) working days but jobs may be temporarily filled during the time an employee may bid on the job. A permanent employee shall be selected for filling the job within fourteen (14) days of the job posting, unless it can be shown that no qualified applicant is available. Once a permanent employee has been selected for a posted position, they will be required to begin their two week trial period at a date to be determined by the Director of Maintenance, but no later than thirty (30) days after the notice of said selection. The Union Representative and President will receive written notification when a posted position is filled.
2. The successful bidder will serve a trial period of ten (10) work days on the job. If he/she does not qualify within that time or the employee decides that the position is not a good fit, he/she shall be returned to his/her former job. This trial period may be extended for ten (10) work days by the Director of Maintenance; the Union will be notified of the extension and the reasons for the extension.
3. If the employee or the employer decides that the employee does not satisfactorily complete the assignment, then he/she shall be returned to his/her former position. The higher rate will be paid during the trial period. The successful bidder is required to be on the job and available to report to the position of transfer by a date as determined by the Director of Maintenance.
4. It is the intention of the administration that all job vacancies be posted in such a manner that every employee covered by the terms of this Agreement shall be aware of the vacancies. The procedures that will be followed to carry out this intent will be mutually agreeable to both parties of this contract.

ARTICLE VII GRIEVANCE PROCEDURE

Section 1: Any employee has the right to and may talk to his/her Supervisor about any question or problem that may arise, at a convenient time designated by the Supervisor and consistent with production and working requirements. If any question or problem brought to the attention of the supervisor by any employee involves the interpretation or application of a specific provision of the Agreement, a Union Representative shall have an opportunity to be present before adjustment of the grievance.

Section 2: All differences and disputes between the employer and the Union and/or employees, raised by the Union or employees and relative to the meaning, interpretation or application of specific provisions of the Agreement, shall be presented to the grievance procedure provided below, except where noted herein:

Step 1 – Employee’s Supervisor

The grievance shall be presented in writing, to the Director of Maintenance within ten (10) working days after the occurrence of the event, including discharge, giving rise to the grievance. If the grievance is not presented within the ten (10) working day period, the matter shall be deemed resolved and the District’s actions or failure to act shall stand. If presented in a timely manner, a meeting shall be scheduled with the employee, and a Union Representative if desired by the employee, by the Director of Maintenance, or his designee, to discuss resolution of the grievance. The Director of Maintenance, or his designee, shall provide a written answer within ten (10) working days of the Step 1 grievance meeting.

Step 2 – Assistant Superintendent for Human Resources or Assistant Superintendent for Business Services

If the grievant is not resolved in Step 1 above, the Union may move the grievance to Step 2 of the grievance procedure within ten (10) working days of receipt of the written Step 1 answer. The written grievance may then be presented to the Assistant Superintendent for Human Resources or Assistant Superintendent for Business Services, and a meeting shall be held at which the employee, the employee’s supervisor, the Union Representative or Steward and the Assistant Superintendent for Human Resources and/or Assistant Superintendent for Business Services may be present, if requested or desired. After meeting to review and discuss this matter, the Assistant Superintendent for Human Resources or Assistant Superintendent for Business Services shall reply to the grievance in writing within five (5) working days thereof.

Step 3 – Superintendent/Board

If the grievance is not resolved in Step 2 above, the Union may move the grievance to Step 3 of the grievance procedure within ten (10) working days of receipt of the written Step 2 answer. The grievance shall then be discussed at a meeting with the Superintendent or the Board at the Superintendent’s option. At the meeting the Superintendent may have present, at his/her option, the Assistant Superintendent for Business Services, the Director of Maintenance, Assistant Superintendent for Human Resources or other personnel as deemed necessary by the Superintendent. Notification of other individuals to be in attendance shall be made at least 72

hours in advance of the meeting. The Union may have present the grievant, the Union Steward and/or the Union Representative. After discussion, the Superintendent shall reply to the grievance in writing within ten (10) working days following such meeting.

Any settlement reached in Steps 1, 2, or 3 shall be considered final and binding upon the employer, the Union and the employee. Failure of the employer to answer the grievance in the time permitted herein shall allow the employee or the Union, if so desired, to refer the grievance to the next step of the process herein shall allow the grievance to be considered settled and the employer's action, or failure to act, shall be deemed sufficient.

Arbitration Procedure

If the matter is not adjusted in Step 3 or an answer is not given within the time specified, the Union may, by written notice to the District within thirty (30) work days after the Step 3 answer is received, request that the grievance be referred to an impartial arbitrator selected in the manner herein provided. The Union, within ten (10) working days following the written notice being given to the District, must initiate the arbitration selection process or the grievance is deemed settled.

If the union initiates the arbitration selection process but arbitration does not occur for any reason other than settlement of the grievance by the parties, the union shall pay all fees associated with initiating the selection process. Upon the making of a proper and timely written request for arbitration, the Employee and the Union shall attempt to agree upon an arbitrator to decide said issue. In the event that the parties have not agreed upon the selection of an arbitrator within fifteen (15) calendar days after the request for arbitration has been made, either party may ask the Federal Mediation and Conciliation Service for a list of seven (7) persons who are members of the National Academy of Arbitrators for selection as impartial arbitrator. Either party may ask for a second panel. The Employer and the Union shall have the right alternatively to strike names from the panel. A coin toss will determine who strikes first. The remaining person shall act as an impartial arbitrator, and the Federal Mediation and Conciliation Service shall be promptly notified of such selection. Only one grievance may be presented at the arbitration hearing before any one arbitrator at any one time unless the parties mutually agree otherwise.

The arbitrator shall have authority only to interpret and apply the provisions of the Agreement to the extent necessary to decide the submitted grievance and shall not have the authority to add to, detract from, or alter in any way the provisions of this Agreement. The Arbitrator's award shall be final and binding upon the District and Union. The losing party to an arbitration hearing shall pay all fees and expenses of the arbitrator, but each party shall pay for their own costs, legal counsel, transcript copies, and other such expenses.

General Provisions:

- a. **Work Hours:** If any steps of the grievance procedure are scheduled during the work hours of the grievant and/or the grievant's representative (if a District employee), such employees will be excused with pay for that purpose.

Employees required by the District to attend an arbitration hearing during their working hours shall be excused from work with pay.

- b. **Bypass Steps:** If a grievance arises from the action of an authority higher than the immediate supervisor, the Union may present such a grievance at the appropriate steps of the grievance procedure.
- c. **Right to be Present:** The employee and his/her Union Representative have the right to be present at all steps of the grievance process.
- d. **Copies:** At the request of the grievant or his/her union Representative, the District shall provide copies of all documents relied upon by the District prior to Step 1 of the grievance procedure.
- e. **Failure to Respond:** Upon failure of the District to meet the time limits prescribed in this Article, the grievance shall be advanced to the next higher level.
- f. **Definition of Days:** The term "days" as used herein shall mean calendar workdays for employees in this bargaining unit. Official District holiday, emergency days off, Saturdays and Sundays shall not be counted as workdays for the purpose of this Article.
- g. **Extensions:** All time limits may be extended by mutual agreement between the parties. The District or union shall not unreasonably deny requests for such extension.

ARTICLE VIII DEDUCTION OF DUES

It is agreed that the Union dues shall continue to be deducted on the basis of written authorization, or other legal means of authorization (such as electronic or web sign-up, voice recording, etc.) of each individual employee who is a member of the Union. The Union agrees to hold District No. 111 harmless from any claim or damage arising from said deduction. Dues shall be remitted monthly to: Secretary-Treasurer, Local No. 73 SEIU, 300 S. Ashland Ave., Suite 400, Chicago, IL 60607. All applications and/or revocations shall be processed by this office.

ARTICLE IX STRIKES, LOCKOUTS AND WORK STOPPAGES

1. **No Strike Pledge:** During the term of this Agreement, the Union or individual union members will not conduct work stoppage or any concerted action of strike, slowdown, informational picketing, or impose a duty or obligation upon any member to conduct, assist or participate in a strike against School District No. 111.

2. **Lock-Out:** The Employer will not lock-out any portion of its employees during the term of this Agreement.

ARTICLE X SICK LEAVE ABSENCES

1. All full-time employees shall be entitled to sick leave in the amount of twelve (12) days at full pay each year of the employment. If any such employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum allowable per the Illinois Municipal Retirement Fund plus one year's sick leave (12 days) at full pay.
2. The Director of Maintenance may require a physician's certificate as a basis for pay after an absence of three (3) consecutive days for personal illness, or as the District may deem necessary. If the District requires a physician's statement from an employee for each individual absence, the District will reimburse the employee for the employee's examination by the physician. Sick leave usage may be certified by a physician licensed in Illinois to practice medicine and surgery in all its branches, or by a licensed chiropractic physician, advanced practice nurse, a physician assistant, or other treatment provider as authorized under the *School Code*.
3. Sick leave in excess of the amount accumulated may be granted only upon special recommendation of the Superintendent of the Schools and approval by the Board of Education. An individual sick leave record of each employee is to be kept in the Business Office.
4. Sick leave shall be granted for personal illness, quarantine at home, or serious illness or death in the immediate family. Immediate family shall include: father, mother, spouse, children, brother, sister or parents-in-law, civil union partner (or official "steps" of these individuals, as appropriate) and legal guardians of the employee.
5. Employees who have exhausted all earned available time including sick leave and vacation days must apply for a leave of absence. A leave of absence may be granted by the Board of Education upon written request. Upon approval of the leave of absence, the individual's seniority shall be maintained. The employee will be considered for the first available position for which he/she is qualified upon written evidence of his/her physical ability to return to work. If administratively possible, the employee will be returned to his/her old position as soon as possible. No employee, however, shall be granted a leave of absence to seek employment elsewhere. In the case of military service, the provision of the Illinois Selective Service Act shall apply.
6. Allowed sick leave should be the employee's work days.
7. An employee not reporting at the beginning of the shift following approved leave, or absent for any other reason except emergencies, shall be docked for the time lost since he/she worked last.

8. An employee on leave shall report to the building Principal and the Director of Maintenance of his/her intent to return to work by 2:00 p.m. the day before returning to work.
9. No employee may leave his/her assignment except at the completion of the day's work period, without the approval of the Director of Maintenance, or designee.
10. When a night employee finds that he/she will be absent from his/her duties, it is his/her responsibility to call the office of the Director of Maintenance no later than 12:00 p.m. on the day of the absence. A day employee is expected to call the Director of Maintenance as soon as possible but not later than one hour prior to their start time on the day of his/her absence. The Director of Maintenance will assure that there is a procedure in place to allow employees to report their absences during non-office hours or when staff is not able to answer the phone.
11. In the event of an on-the-job injury which causes an employee to be absent from work the employee may use available sick leave during the first three (3) days that precede becoming eligible for Workers' Compensation. The employee will receive Workers' Compensation benefits, if eligible, beginning with the 4th day that the employee is absent from work and will not be charged sick leave. Workers' Compensation coverage shall be provided by the Employer.
12. An Employee will receive a \$1,000 stipend if he or she does not use any sick days during the fiscal year (July – June). An employee will receive a \$500 stipend if he or she only uses one sick day during the fiscal year (July – June).
13. Employees whose time is docked due to over usage of sick time may also be disciplined.

ARTICLE XI PERSONAL AND SCHOOL VISITATION LEAVE

1. **Personal Leave:** Two (2) personal leave days will be permitted each year for employees. Requests for personal leave must be submitted five (5) days prior to the leave time, except in cases of emergency, where less time for notification may not be possible. In case of an emergency, the employee is to notify the Maintenance Office as soon as possible and a verbal approval for the leave may be given with written forms to follow as soon as possible thereafter. The leave days are not intended to be vacation days, and cannot be taken one (1) day before or one (1) day after the employee's vacation period or holiday. These days are non-cumulative. However, unused personal days will be added to an employee's accumulated sick leave on July 1st on each year.
2. **School Visitation Leave:** Pursuant to the *School Visitation Rights Act*, eligible employees are entitled to leave up to a total of eight (8) hours during any school year, no

more than four (4) hours of which may be taken on any given day, to attend conferences or classroom activities related to the employee's child, if the conference or activity cannot be scheduled during non-work hours. Employees must first use all accrued vacation, personal, compensatory leave and any other leave that may be granted to them except sick and disability leave.

ARTICLE XII FAMILY AND MEDICAL LEAVE ACT

The District shall abide by all provisions of the "*Family and Medical Leave Act of 1993*" (FMLA). For the duration of this collective bargaining agreement regarding the Family and Medical Leave Act (FMLA), an eligible bargaining unit member who can show that his/her grandparent(s) are the employee's legal or custodial guardian will then be allowed to treat said grandparents as if they were their legal parents for the purposes of FMLA leave. Such a request for FMLA must be initiated by the employee who shall supply the School District with the appropriate and required documentation upon the School District's request.

ARTICLE XIII BEREAVEMENT LEAVE

The District will provide each employee who has a death in the immediate family (husband, wife, parent, parent-in-law, sister, sister-in-law, brother, brother-in-law, son, daughter, grandparents, grandchildren, or any other blood relation residing in the same house at the time of death, and any non-immediate family, friends, or neighbors, two (2) days paid bereavement leave. There shall be a maximum of two (2) paid bereavement days available per year. Employees may use personal, vacation, or sick time as approved by the Director or Assistant Director of Maintenance for additional bereavement leave beyond the two (2) paid days. Employees are required to provide proof of services in order to be eligible for paid bereavement days.

ARTICLE XIV RETIREMENT FUND

1. All full-time employees are under the provisions of the Illinois Municipal Retirement Fund.
2. A percentage will be deducted from the wages of each employee as established by the Illinois Municipal Fund Board (employee's share). To this deducted amount is added an additional amount as determined by the Illinois Municipal Retirement Fund for the Board of Education (employer's share).
3. Complete information regarding benefits under the fund may be secured from the Assistant Superintendent for Business Services.

ARTICLE XV TRAINING INSTRUCTION, EMPLOYEE

RECORDS AND DISCIPLINE

1. **Training:** Employees may be required to attend training sessions from time to time to learn more about their work. Such required sessions shall be held on paid time, or if not on paid time, employees shall be paid time and one-half (1 ½). Voluntary training sessions may also be held from time to time and as they are not required, the employee shall not be paid for these sessions. The employer shall assume responsibility for any unusual expenses in connection with the required or voluntary training sessions. **New hires will all receive training according to a curriculum developed by Management, which curriculum shall include a checklist of training topics. Both trainer and trainee will initial and date each item on the checklist when completed. If training is accomplished by bargaining unit employees, trainers will receive additional training pay of fifty cents (\$0.50) per hour while training is ongoing. In addition, all employees will be evaluated once per year so that they can improve performance. The employee will be given a copy of the evaluation and a copy will be placed in their personnel file along with any comments the employee may have.**

2. **Personnel File:** Each employee shall have access, upon written request thereof, to any record affecting his/her employment except confidential recommendations or personal references.
 - A) **Personnel File:** The District shall maintain only one (1) official personnel file for each employee, and such file shall be the property of the District.

 - B) **Right of Access:** The District agrees that the employees shall have the right of access to their personnel files as provided for in the Illinois *Personnel Records Review Act* or as provided in this Agreement.

 - C) **Placement of Material in File:** Any material evaluation in nature, whether laudatory or critical, as well as any disciplinary material placed in an employee's file shall be signed and dated. A copy shall be given to the employee within five (5) working days.

 - D) **Right of Copy:** Each employee shall have the right to copy any or all file material, exclusive or excepted materials under the Illinois *Personnel Records Review Act*, as provided in Section 2.

 - E) **Right of Attachment:** Each employee shall have the right to have dissenting or explanatory material attached tot any document on file, provided the employee material is submitted within ten (10) work days following the date of the document to which the employee is responding, or ten (10) days following when the employee becomes aware of the document in his/her file. Such material shall become and official part of the employee's personnel file.

3. **Discipline:** The School District embraces the concept of progressive and corrective discipline for employees. It is the intent of this section to provide guidance in issuing discipline, and it is not intended to circumvent any just cause provisions in this Agreement. The District encourages its administrators and supervisors to use progressive discipline. Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions based upon various factors, including but not limited to: (1) the seriousness of the offense; (2) the number of times it has occurred; (3) prior acts of misconduct; (4) the length of time between infractions; (5) the employee's length of service and record of performance; and (6) the totality of the circumstances.

Disciplinary notices and/or written warnings one (1) year old or older shall not be used in a future disciplinary action except in the case of discharge.

4. **Disciplinary Notice:** No non-probationary employee covered by this Agreement shall be suspended or discharged without written notice of the reasons for such suspension or discharge. All written discipline, suspensions, or discharges of non-probationary employees shall be for just cause. The District shall notify the Union within forty-eight (48) hours of any written discipline, suspension, or discharges that may be acted upon. Probationary employees may be dismissed without cause during the probationary period.

5. **Discipline Procedure:** The District supports the philosophy of corrective discipline that is built upon a process of progressive discipline. Employees covered by this Agreement shall be subject to the following progressive disciplinary process:

- A. Verbal Warning in Personnel File
- B. Written Warning in Personnel File
- C. Suspension
- D. Termination

However, the Board reserves the right to discharge any employee at any time for just cause in such cases of gross misconduct such as, but not limited to, gross insubordination, theft, violation of no strike clause, intoxication or being under the influence of non-prescribed controlled substances at work, or falsification of school records or other employment related records. All disciplines are subject to the grievance procedure of the contract.

6. **Disciplinary Appearance:** An employee shall be given written notice if required to appear before the Board, Administration and/or his/her immediate supervisor regarding any investigation or pre-discipline meeting. If the Administration reasonably believes that the outcome of the meeting may result in disciplinary action, Administration will advise the employee of their right to have union representation present. If the employee believes that the meeting may result in disciplinary action, the employee has the right to

request Union representation at which point Administration will not proceed further until such representations is present.

ARTICLE XVI INSURANCE

Health insurance benefits and the employee's share of the premiums will be determined by the Board of Education on an annual basis based on the non-binding recommendation of the Insurance Committee. During the life of this contract each employee covered by the contract will be provided with \$50,000 term life-insurance policy. One employee will serve on the Insurance Committee without pay.

ARTICLE XVII UNION MEETING BUSINESS AND TITLES

- 1. Union Bulletin Boards:** The Union shall be allowed designated bulletin board privileges in quarters set aside for its members.
- 2. New Employees:** The District shall permit a Union Steward one (1) hour to meet with a new employee during the District's orientation meeting with the employee to answer questions he/she may have about being in a Union. The District will notify the Steward of the date and time the meeting will take place. In addition, the District will provide new employees a copy of the Union contract in its orientation materials of the website location of the Union Agreement.
- 3. Stewards:** The Union will notify the District of the names of the Union Stewards. When Union-related business is scheduled by the District during the Stewards' work hours, the Union Stewards shall be allowed to conduct Union business during these work hours without loss of pay. Union business may consist of grievance meetings, District investigations of employees, and labor-management meetings.
- 4. Meeting:** The Union will be allowed to meet with the bargaining unit employees during the school year on school property, for one (1) hour on days when students are not in attendance, late start or on an early dismissal days. Employees will be allowed to attend during work hours with no loss of pay.

ARTICLE XVIII REDUCTION IN FORCE

When a reduction in force is necessary to adapt to changing conditions that reduction in force shall begin with the employee who has the least seniority. Those employees laid off by this reduction in force will be called back in order of seniority when a vacancy occurs and the School District agrees to maintain this list for a period of two (2) years following the reduction in force.

ARTICLE XIX

FAIR SHARE

The previous "fair share" provision is no longer in effect until such time as a legal authority with the appropriate jurisdiction rules that such is allowed. The Parties agree to reopen negotiations on this topic upon any such ruling.

ARTICLE XX COPE FUND DEDUCTIONS

The Board agrees, if on file in the Business Office, to honor signed contribution deductions authorizations (i.e. COPE deductions) from its employees if received substantially in the following form:

I hereby authorize and direct the Kankakee School District to deduct from my earnings, the sum of \$_____ per pay period and to remit such amounts to the SEIU Local 73 COPE Fund. This authorization shall continue in effect from year to year unless revoked by me in writing, or upon termination of my employment with the School District. This authorization is voluntarily made on the specific understanding that, I may refuse to contribute without reprisal, that the signing of this authorization card and the making of the voluntary contributions are not a condition of membership in the union or employment by the employer, and that SEIU Local 73 COPE Fund, which is affiliated with the SEIU COPE, uses the money received for political purposes including but not limited to making contributions to, and paying expenses of, candidates for political office at the federal, state, and local levels, and addressing political issues of public importance.

The Union agrees to indemnify and hold harmless the School District against any and all claims, suits and orders of judgment against the District resulting from any actions taken or not taken by the District pursuant to the provisions of the paragraph above.

ARTICLE XXI OUTSOURCING

The District agrees to follow the Illinois School Code (105 ILCS 5/10-22.34c) for outsourcing of non-certified personnel.

ARTICLE XXII UNIFORMS

An employee may apply the annual Board determined allotment to purchase District-approved uniform pieces as needed from the District vendor.

ARTICLE XXIII MANAGEMENT RIGHTS CLAUSE

MANAGEMENT RIGHTS CLAUSE

Subject to the provisions of this Agreement, the Board has the sole responsibility and authority to establish, manage and direct on behalf of the public all of the operations and activities of the School District to the full extent authorized by law including the sole right to hire, fire, and direct the work force as well as other items not covered herein.

ARTICLE XXIV
DURATION OF CONTRACT

It is further stated and agreed that this contract is in force for the period from July 1, 2024 up to and including June 30, 2028.

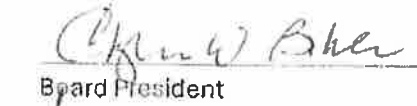
Service Employees International
Union Local #73

Kankakee School District #111
Board of Education

By:

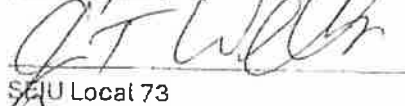
By:

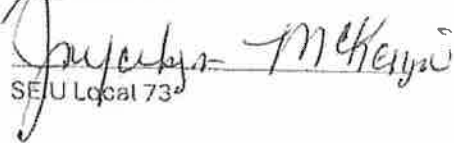

SEIU Local 73


Board President


SEIU Local 73


Board Secretary


SEIU Local 73


SEIU Local 73

SEIU Local 73

SEIU Local 73

**EMPLOYEE WAGE SCALE
2024-2025 SCHOOL YEAR (Effective July 1, 2024)**

<u>Position****</u>	<u>Experience</u>		
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
(1) Day Custodian \$24.70	\$19.72	\$22.23	
(2) Night Custodian	\$19.91	\$22.46	\$24.93
(3) Groundsmen	\$19.75	\$22.56	\$25.04
(4) Night Leader* (KHS, KJHS, Kennedy, King, LCC)	\$20.21	\$22.84	\$25.29
(5) Head Custodian** (All schools not listed below)	\$20.72	\$23.20	\$25.66
(6) Head Custodian, Head Groundsmen, Courier*** (KHS, KJHS, Kennedy, King, LCC)	\$21.80	\$24.31	\$26.82

****The annual compensation is based on the number of hours worked during the fiscal year. The number of days available to work during the 2024-2025 school year is 260 (2080 hours).**

Notes:

* The Night Leader positions assume additional responsibilities for their school's night crew.

** The Head Custodian positions include boiler responsibilities.

*** Those individuals holding positions involving additional responsibilities will be designated by management. The additional responsibility stipends for the 2024-2025 school year have been included in the above listed hourly rates and are as follows:

<u>Position</u>	<u>Stipend</u>
(4)	
(5)	
(6)	

General = Any employee who is regularly scheduled to travel between the schools during their work shift will be entitled to travel pay at the standard IRS rate.

ADDENDA

**EXHIBIT B
EMPLOYEE WAGE SCALE
2025-2026 SCHOOL YEAR (Effective July 1, 2025)**

<u>Position****</u>	<u>3rd Year</u>	<u>Experience</u>	
		<u>1st Year</u>	<u>2nd Year</u>
(1) Day Custodian \$25.94		\$20.71	\$23.34
(2) Night Custodian		\$20.01	\$23.58
(3) Groundsmen		\$20.74	\$23.69
(4) Night Leader* (KHS, KJHS, Kennedy, King, LCC)		\$21.22	\$23.98
(5) Head Custodian** (All schools not listed below)		\$21.76	\$24.36
(6) Head Custodian, Head Groundsmen, Courier*** (KHS, KJHS, Kennedy, King, LCC)		\$22.89	\$25.53

****The annual compensation is based on the number of hours worked during the fiscal year. The number of days available to work during the 2025-2026 school year is 260 (2080 hours).**

Notes:

* The Night Leader positions assume additional responsibilities for their school's night crew.

** The Head Custodian positions include boiler responsibilities.

*** Those individuals holding positions involving additional responsibilities will be designated by management. The additional responsibility stipends for the 2024-2025 school year have been included in the above listed hourly rates and are as follows:

<u>Position</u>	<u>Stipend</u>
(4)	
(5)	
(6)	

General = Any employee who is regularly scheduled to travel between the schools during their work shift will be entitled to travel pay at the standard IRS rate.

**ADDENDA
EXHIBIT B
EMPLOYEE WAGE SCALE
2026-2027 SCHOOL YEAR (Effective July 1, 2026)**

<u>Position****</u>	<u>Experience</u>		
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
(1) Day Custodian \$26.98	\$21.54	\$24.27	
(2) Night Custodian	\$20.81	\$24.52	\$27.23
(3) Groundsmen	\$21.57	\$24.64	\$27.34
(4) Night Leader* (KHS, KJHS, Kennedy, King, LCC)	\$22.07	\$24.94	\$27.61
(5) Head Custodian** (All schools not listed below)	\$22.63	\$25.33	\$28.02
(6) Head Custodian, Head Groundsmen, Courier*** (KHS, KJHS, Kennedy, King, LCC)	\$23.81	\$26.55	\$29.29

****The annual compensation is based on the number of hours worked during the fiscal year. The number of days available to work during the 2026-2027 school year is 260 (2080 hours).**

Notes:

* The Night Leader positions assume additional responsibilities for their school's night crew.

** The Head Custodian positions include boiler responsibilities.

*** Those individuals holding positions involving additional responsibilities will be designated by management. The additional responsibility stipends for the 2024-2025 school year have been included in the above listed hourly rates and are as follows:

<u>Position</u>	<u>Stipend</u>
(4)	
(5)	
(6)	

General = Any employee who is regularly scheduled to travel between the schools during their work shift will be entitled to travel pay at the standard IRS rate.

**ADDENDA
EXHIBIT B
EMPLOYEE WAGE SCALE
2027-2028 SCHOOL YEAR (Effective July 1, 2027)**

<u>Position****</u>	<u>Experience</u>		
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
(1) Day Custodian \$28.06	\$22.40	\$25.24	
(2) Night Custodian	\$21.64	\$25.50	\$28.32
(3) Groundsmen	\$22.43	\$25.63	\$28.43
(4) Night Leader* (KHS, KJHS, Kennedy, King, LCC)	\$22.95	\$25.94	\$28.71
(5) Head Custodian** (All schools not listed below)	\$23.54	\$26.34	\$29.14
(6) Head Custodian, Head Groundsmen, Courier*** (KHS, KJHS, Kennedy, King, LCC)	\$24.76	\$27.61	\$30.46

****The annual compensation is based on the number of hours worked during the fiscal year. The number of days available to work during the 2027-2028 school year is 260 (2080 hours).**

Notes:

* The Night Leader positions assume additional responsibilities for their school's night crew.

** The Head Custodian positions include boiler responsibilities.

*** Those individuals holding positions involving additional responsibilities will be designated by management. The additional responsibility stipends for the 2024-2025 school year have been included in the above listed hourly rates and are as follows:

<u>Position</u>	<u>Stipend</u>
(4)	
(5)	
(6)	

General = Any employee who is regularly scheduled to travel between the schools during their work shift will be entitled to travel pay at the standard IRS rate.

EXHIBIT E

CUSTODIAL JOB DESCRIPTION

LIST OF ACTIVITIES – GENERAL OPERATIONS

1. Housekeeping (cleaning and sanitation)
Daily – routine cleaning and building interiors
Routine servicing lavatory fixtures, drinking fountains, etc.

Periodic - Cleaning – Windows
 Duct work and breaching
 Electrical fixtures
 Filters
 Washing – walls
 Venetian blinds

Floor Care – wash and polishing, buffing, etc.
 (other than washing, sweeping or dusting)
 Cleaning – roof gutters, downspouts and drains
2. Operation of Mechanical and Electrical Plant (plumbing, heating, ventilation, air conditioning and electrical)
Daily – testing of alarm and communication systems, bells, batteries, emergency lights, stand-by power, etc.
 - Testing of boiler water, boiler feed water, fuel additives, swimming pool chemical treatments, etc. where applicable
 - Firing of boiler plants (automatic)
 - Adjustments to control settings-mechanical equipment
 - Cleaning of burners; boilers and related equipment, incinerators, boiler room and equipment rooms
 - Replace burned out lights
Periodic – oiling and greasing equipment
 - Replacement of disposal filters
 - Servicing swimming pool filtration and injector equipment
 - Relamping of fixtures
 - Checking air conditioning exterior towers and related equipment
3. Safety and Security
Daily – exit panic hardware check
 - Lock-up of windows and doors at the end of the day

- Lock up gate
- Checking of fire prevention equipment (sprinklers, detectors, fire hoses, extinguishers, etc.)

Periodic – checking of gym equipment (climbing ropes, etc.)

- Checking of fire escapes
- Checking of window guards
- Checking of flag poles
- Checking of bleachers where applicable
- Checking of roof hatches
- Checking fire safety conditions of premises

4. Equipment Servicing and Operation

Periodic – checking custodial equipment (powered)

- Checking of custodial equipment (other)
- Checking of furniture
- Minor repairs to furniture (replacement of gliders, etc.)

5. Upkeep of Grounds

Daily – watering of vegetation

- Grass cutting, planting bed, cultivation and trimming
- Sweeping of hard surface areas
- Raking of leaves, etc.
- Clean-up of vehicle spillage and foreign deposits
- Snow removal, salting and sanding, icicle removal
- Planting of flower, shrubs, etc.
- Weeding

6. Minor Repairs

Daily – plumbing fixtures (washers, packings, etc.)

- Hardware (door checks, locksets, hinges, etc.)
- Electrical (replace switches, plugs, receptacles, etc.)

Periodic – painting – touch up work

- Gym and other wooden floor refinishing
- Custodial areas
- Other areas
- Replace ceiling and floor tile as required

7. Servicing Occupants

Daily – preparing building for occupancy

- Handling of flags
- Moving, setting up educational equipment
- Servicing dispensers in washrooms, lunchrooms, etc.
- Receipts, storage and distribution of supplies
- Sundry requests from principal and staff

- Public relations

8. Not limited to the above and including other items that may be established

(*Note: Job Cards outlining the specific activities of each building employe, and the time allotted to complete these tasks, will be provided, as appropriate, to elicit further guidance and direction regarding the completion of tasks and duties in specific and areas within each building).

ADDENDA

EXHIBIT F

GROUNDSMAN JOB DESCRIPTION

QUALIFICATIONS

- Has High School Diploma or equivalent
- Has a valid Illinois Driver's license
- Qualified to drive a full size pick up Truck with trailer attached
- Has the physical ability to handle large heavy boxes, packages, and shipments weighing at least 50 pounds
- Has the ability to relate with people in a positive manner and work as part of a team
- Has excellent organizational skills and the ability to pay attention to detail
- Basic knowledge of equipment and operations related to machinery as needed

Reports To: Director of Maintenance

Performance Responsibilities:

1. Communicates and works with the Principals, Director of Maintenance, Assistant Director of Maintenance, and Athletic Directors to ensure the accurate and timely delivery of various goods they move to the different schools and departments throughout the District, plus get notification of schedule changes.
2. Must have knowledge of the Kankakee School District #111 schools and their locations
3. Must possess a good driving record without any moving violations within the last two years.
4. Maintain all grounds equipment and vehicles in good working order.
5. Responsible for maintaining all outdoor mowing, trimming, weed-eating, weed killing, tree trimming, watering operations.
6. Setup and tear down of athletic Equipment
7. Responsible for stripping and setup of baseball, softball, football, track, and soccer fields.
8. In the summer, assists other Grounds men with direct supervision of summer workers
9. Training of summer workers in safe operation of all equipment

10. Maintain all district parking lots during snow and icing conditions 24/7 on call
11. Make pick up and deliveries as needed to all schools
12. Functions as the backup for other Grounds men.
13. Other miscellaneous duties deemed to be necessary by the Business Office.

TERMS OF EMPLOYMENT: 12 months

EVALUATION: Annually in accordance with provisions of the Board's policy.

**ADDENDA
EXHIBIT G**

COURIER DRIVER JOB DESCRIPTION

QUALIFICATIONS:

- Has High School Diploma or equivalent
- Has a valid Illinois Driver's License
- Qualified to drive a delivery van
- Physical ability to handle large and heavy boxes, packages, and shipments weighing at least 50 pounds
- Ability to relate with people in a positive manner and work as part of a team
- Excellent command of English, both verbal and written
- Effective organizational skills and the ability to pay attention to detail
- Basic knowledge of warehousing and operating related machinery as needed

Reports To: Director of Maintenance

Performance Responsibilities:

1. Communicates and work with the Warehouseman, Food Services Director, Assistant to the CFO and Assistant Director of Maintenance to ensure the accurate and timely delivery of various goods to the different schools and departments throughout the District.
2. Must have knowledge of the Kankakee School District 111 schools and their locations.
3. Must possess a good driving record without any moving violations within the last two years.
4. Maintains District Courier vehicle in good working order, keeps clean and neat.
5. Drops off mail every afternoon at the Kankakee Post Officer and the Board Packets to Board members as needed.
6. In the summer, assists Warehouseman in filling orders for the next school year.
7. Deliver films and pamphlets from the Regional Office of Education Films Library to the different schools as the schedule calls for and returns films as needed.
8. Make pick up and deliveries as needed to the First Student, the Special Education Co-Op and any other destination as may be determined by the Business Office from time to time.
9. Deliver food to schools as scheduled and needed
10. Work as the backup for the Warehouseman

11. Other miscellaneous duties deemed to be necessary by the Business Office.

TERMS OF EMPLOYMENT: 12 months