

Agreement

Between

The Board of Education of
Community Unit School
District No. 60

and

Service Employees
International Union
Local 73

Custodial & Maintenance Unit

July 1, 2023 - June 30, 2028

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ARTICLE 1 PURPOSE

The purpose of this Agreement is to promote and develop good working relationships between the Board of Education, The Administration, and non-supervisory custodial and maintenance employees. The Agreement is to establish, insofar as practicable, matters of salaries, fringe benefits matter, directly related to working conditions, and procedures for the orderly settlement of grievances or disputes between the administrative staff and employees.

The Board of Education delegates to the Superintendent the responsibility of the procurement, assignment, promotion and evaluation of personnel for the operation and maintenance of the physical plant of the School District.

The Associate Superintendent has the direct responsibility for all custodial and maintenance employees. He will work through the Director of Operations, Supervisor of Maintenance, Supervisor of Custodial Service, in the supervision of those employees.

There shall, under this Agreement, be no discrimination of employees because of race, creed, sex, sexual orientation, age, handicap, national origin, citizenship, Union membership or activity or other legally protected category. Grievances arising under this paragraph are only subject to go through Step 3 of the formal grievances procedure and shall not be subject to arbitration. The use of "he", "him" or "his" throughout the contract is not intended to be discriminatory. All such references shall represent a person of any gender.

ARTICLE 2 RECOGNITION

Section 1. Recognition. The Board of Education -of Waukegan School District No. 60, Lake County, Illinois, herein referred to as the "Board" hereby recognizes Service Employees Local #73, an affiliate of the Service Employees International Union, herein referred to as the "Union", as the sole and exclusive bargaining agent for all full-time custodial and maintenance employees. The Union does not include the Supervisor of Maintenance or any contracted management procured by the Board.

Section 2. Dues Deductions. The Board of Education will deduct Union dues for all those who have signed Union Payroll Authorization cards. Dues deductions will be made in equal monthly installments. The "Payroll Authorization Card" and the "Termination of Dues" must be processed by the Union. In the event there should be a break in service (due to workers compensation or an approved leave of absence) deduction of Union dues- will automatically be reinstated upon return to full-time status,

Section 3. Fair Share Agreement. No employee shall be required to join the Union as a condition of employment. However, during the term of this Agreement, all non-union members covered by this Agreement shall be required to pay a fair share fee to the Union. After certification as provided below, such fair share fee shall be deducted by the Board from the earnings of the non-member employees, in an amount not to exceed union dues per paycheck and paid to the Union by the 15th of each month.

The Union shall certify the amount of the fair share fee in accordance with the requirements of the Illinois Educational Labor Relations Act and the Illinois Educational Labor Relations Board rules and regulations effective as of the date of this Agreement, and shall in all respects adhere to the requirements of said Act and regulations with respect to the assessment and collection of fair share fees.

The Union shall indemnify, defend and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability or loss including, but not limited to, damages, attorney's fees and costs that shall arise out of or by reason of the above provisions of this clause, and in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

Section 4. Voluntary COPE Deductions. The Board agrees to honor contribution deduction authorizations from bargaining unit members for the Service Employees International Union, Committee on Political Education (COPE) on standardized forms supplied by the Union. Said contributions shall be on a voluntary basis, shall not be a condition of membership in the Union or employment by the district, shall be deducted from employees' regular -paychecks, can be refused without reprisal and shall continue until revoked, in writing, by the employee or until the employee terminates employment with the district.

COPE money is used for political purposes, including- but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance.

Section 5. Management Employees. Management employees shall not perform bargaining unit work to the extent that it would deprive bargaining unit employees from hours of work or overtime opportunities. The work that is permitted should be limited to emergency situations such as:

- A. Emergency equipment or light replacement;
- B. Assistance as-necessary of custodial-work to relieve an overburden of work.

The Director of Operations or his designee will include the Chief Steward on emails documenting alarm calls.

ARTICLE 3 MANAGEMENT RIGHTS

Except as expressly provided in this Agreement, all inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the district, including, but not limited to the right to direct and assign employees in their work and to issue reasonable work rules and regulations. It shall be the duty of all employees covered by this Agreement to comply with all work rules and regulations issued by the district, regardless of whether or not such rules or regulations are expressly set forth in this Agreement.

ARTICLE 4 SELECTION OF PERSONNEL

Section I. Employee Interviews (New Hires).

It is the intention of the District and the Union to ensure that the most qualified personnel are hired. (See Article 6 for hiring, transfer and promotion process for applicants). The purpose of this interview process is to ensure that the most qualified personnel are hired by including all stakeholders in the hiring process.

Section 2. No Discrimination. In the selection of employees, there will be no discrimination because of race, creed, color, sex, sexual orientation, age, handicap, national origin, citizenship, Union membership or activity or other legally protected category. Grievances arising under this section are only subject to go through Step 3 of the formal grievance procedure and shall not be subject to arbitration.

Section 3. New Employee Requirements. New Employees must:

- A. Be physically capable of performing the required duties;
- B. Be able to meet the requirements for medical examinations (see Article 13, Medical Examinations);
- C. Be neat in appearance, of good moral character, and able to work harmoniously with others.
- D. Be able to read and understand instructions concerning cleaning and maintenance-methods and materials. The employer will take the appropriate steps to make sure this requirement is met.
- E. Successfully complete a basic computer literacy course administered by the Human Resources department upon hire or within sixty (60) days of employment.

Section 4. Floater Custodians. The district may employ up to Twenty- five (25) part-time floater custodians. Floaters shall be used only for relief purposes for regular employees who are on vacation, sick leave, workers compensation leave, personal business days or any other leaves provided in this Agreement. Floaters will not be used to avoid scheduled overtime or overtime rentals; however, Floaters may be used for special projects if mutually agreed to by the Director of Operations, or designee, and the Chief Union Steward.

Floaters shall be members of the bargaining unit and shall be covered by all provisions of this Agreement except that they shall not receive health insurance, life- insurance, retirement, training pay or any paid time off. Floaters shall be on a one calendar year probationary period during which time their retention shall be at the sole discretion of the district.

Floaters promoted to full-time, whether during or after their one-year probationary period, shall be subject to the requirements of Article 5, Section 2. The promotion of floaters to full-time status is at the discretion of the district. When making said promotions, the district will consider floaters' attendance, work performance, and seniority.

Section 5. Contracting/Outsourcing. The district shall not contract or outsource work that would result in the loss of normal, weekly assigned work hours, overtime or jobs for

bargaining unit employees, except that the district may contract or outsource work that is beyond the scope of the units work or abilities and the District and Union may discuss such areas of concern and, as a result, reach mutual agreement on work which may be contracted or outsourced. If mutual agreement cannot be reached, the district reserves the right to contract/outsourced work as necessary and the Union reserves the right to grieve such contracting/outsourcing.

Section 6. Use of Volunteers. The district may use volunteers only if the Union is first notified at least 14 calendar days in advance of their use and the use of volunteers does not result in the loss of work hours.

Section 7. Minimum Staffing Level. The district shall maintain a minimum of 105 full-time bargaining unit positions during the term of this Agreement the District may employ part-time employees during the summer (May 15 - September 15), Christmas Break, Spring Break or during bonafide emergencies.

Section 8. Annual Random Background Checks. Pursuant to Section 5/10-21.9 of the Illinois School Code mandating that no school district knowingly shall employ an individual convicted of certain enumerated, criminal offenses, or found to have perpetrated the physical or sexual abuse of a minor, the Executive Director of Human Resources annually shall conduct a criminal background check on 10% of bargaining unit employees to be employed in the forthcoming year.

The names submitted shall be selected at random under a process developed by the Human Resources department and without regard to whether the employee presently is or has been subjected to discipline. The investigation shall be initiated in between school year terms, after July 1, and all returning employees shall be deemed to have provided consent unless they have given written notice to the Associate Superintendent of Human Resources of their intent to resign prior to July 1.

Individuals for whom a conviction record or finding of abuse is received shall be provided with a copy of the investigation results and an opportunity to refute the information contained therein to the Superintendent or his/her designee. To successfully refute a conviction record or finding of abuse, the employee must show that:

- A. He/she is not the true subject of the record;
- B. The record previously was ordered expunged;
- C. Other clear error in the record exists.

Unless the employee makes the necessary showing within five (5) business days, then the employee shall be suspended without pay. If the conviction record cannot be refuted, or if the employee does not file a grievance, the employee shall be terminated in accordance with law. If the information is refuted successfully, the employee shall be reinstated, references to the conviction and any suspension shall be deleted from the employee's record and any lost pay shall be promptly paid to the employee.

Section 9. New Employees. The district shall make available to all new employees, full-time and part-time (including floaters), an electronic copy of the contract between the Union and the District through the main District webpage. A hard copy of the contract will be provided to a new employee upon request. In addition, within ten (10) days after an employee has been hired, the Chief Steward or his designee will be provided with the new employee's name and worksite.

ARTICLE 5 SENIORITY

Section 1. Seniority Defined. Seniority shall mean length-of service with the School District as a full-time employee in either the Custodial or Maintenance Departments provided, however, that no employee covered under this Agreement shall forfeit any seniority rights.

When two (2) or more people are hired and report for work on the same day, their seniority shall be determined by drawing lots in the presence of the employee representative and a Union steward. A record will be made of the procedure and signed by all parties present with a copy sent to the Union and one (1) copy for the employee's files.

Section 2. Probationary Period. Seniority will begin after a probationary period of sixty (60) calendar days, plus an additional sixty (60) calendar days, if requested by management. After a person has completed the probationary period, seniority will revert to the first day of full time employment in either the Custodial or Maintenance Departments.

Section 3. Seniority Lost. All seniority rights shall end, and the employment relationship terminate, when an employee:

- A. Retires;
- B. Quits;
- C. Is discharged for cause;
- D. Fails to return from an approved leave of absence without reason acceptable to the District

Employees who lose their seniority as a result of any of these reasons, who are subsequently rehired by the district, shall be considered a new employee upon being rehired.

Section 4. Reduction in Staff. In the event of staff reduction seniority shall prevail, provided the senior employee has the experience, knowledge and the ability to perform the work. Employees who are laid off shall be recalled in inverse order of lay off for the first vacancy for which they are qualified.

Notice of recall shall be made by a certified, return receipt letter. Recalls shall be to the first bargaining unit position that the Employee has the ability to perform, provided that an Employee may waive recall to a position in a lower pay grade. Employees returning from Lay-off shall be reinstated at the rate of the position classification that corresponds to their seniority. Seasonal Employees will be laid off first the probationary Employees shall follow. Thereafter, the Employee(s) with the least seniority (Defined as date of hire) shall be laid off.

Prior to a reduction-in-force or a permanent change in work assignment, the district will confer with the Union in an effort to insure an equal division of responsibilities. In the event that it becomes necessary to decrease the work force, the district shall notify the Union-in

writing forty-five (45) days before the date of lay off.

Section- 5. Americans with Disability Act Compliance. The District and Union recognize the employer's obligation to comply with the Americans with Disability Act (ADA). The District and Union shall discuss and reach mutual agreement should any proposed, reasonable accommodation to an employee under the ADA contradict a provision of this Agreement.

ARTICLE 6 TRANSFERS AND PROMOTIONS

Section 1. Criteria for Promotion. Promotions will be based on the demonstration of the ability to perform the work required through the promotion process (See Appendix 3 attached). A current quality of work inspection will be a requirement of the regular promotion process for all job applicants.

Employees who have been on “deduct” status or have been transferred for disciplinary reasons within the twelve months immediately prior to the date a job is posted are not eligible to apply for the promotion. For purposes of this Section, the term “deduct” shall mean an employee has no time to cover the absence because he/she has used up all of his/her sick time.

Promotions shall be awarded to the employee(s) who meet the criteria for promotion and successfully complete the promotion process. Any employee awarded a new position will receive the rate of pay commensurate with the position and must remain in the new position for six (6) months from date of promotion or lateral transfer. This restriction will apply only to lateral transfers in which there is a change in work location or shift without a raise in pay, but not apply to an employee bidding on a position that is a promotion and offers a higher wage.

When considering applicants for promotions, the District shall first consider bargaining unit members’ applications and then, if there are no qualified unit applicants, consider applications from outside the unit, except in the case of plumbers, electricians, HVAC, asst. engineers, warehouse head receiving clerk, and mechanic. For these six classifications, and only these six, the District may consider unit and non-unit applications simultaneously.

Section 2. Probationary Period for Promotion. Employees who transfer to a new position through the regular promotion process will serve a probationary period of forty (40) days actually worked in the new position. This probationary period may be extended up to an additional twenty (20) days worked if requested by management prior to the expiration of the forty (40) day period.

An employee may elect to return to his former position during the first five (5) days actually worked in the new position. If the employee is unable to fulfill the duties of the job, he will be returned to his former position if returned during the first five (5) days actually worked in the new position. If the employee is returned to his former position due to inability to perform the duties in the new position after the fifth (5th) day actually worked in the new position then the District may return him to his former position, if available. If this position is not available the employee shall be returned to a comparable position in his former wage category.

Employees returning to any position for any reason will be permitted to apply for the next available position.

Section 3. Posting of Vacancies for New Positions. Posting of vacancies shall be made within ten (10) working days of when the administration creates a new position or a vacancy occurs.

Vacancies for all current and new positions shall be posted online for not less than five (5) and no more than ten (10) working days. The Union shall have the right to distribute the notices to its members. All job postings shall contain a job description including the duties and areas of responsibility. Positions will be awarded within ten (10) working days of the time the posting expires unless there is mutual agreement to extend.

Section 4. Transfer of Employees. The Director of Operations or his designee may, after consultation with the Chief Union Steward transfer any employee to a comparable position if, in his (Director of Operations) opinion, it is in the best interest of the District and not in conflict with other provisions of the Agreement, except in cases where the employee is transferred for disciplinary reasons. In cases where the employee is transferred for disciplinary reasons, the transferred employee shall retain his current rate of pay through the remainder of the current fiscal year at the time of the transfer. Once the new fiscal year begins the transferred employee will be paid for the appropriate job classification they hold. If an employee is transferred for non-disciplinary reasons, the transferred employee shall retain his current rate of pay or higher rate of pay if transferred to a higher pay classification until such time the salary schedule of Appendix 1 or 2 encompasses the change.

Head Custodians can transfer to a permanent, comparable vacant position, any time during the school year with the approval of the Director of Operations or his designee. Head Custodians may transfer or request to be placed in a temporary maintenance position but may not transfer to a seasonal position. A two-day training period to familiarize the transferee with the new job will be provided. Management will provide the necessary orientation to transferred or newly hired employees, within five (5) days of hire. Skilled workers may not apply for temporary positions.

Note: Skilled pertains to lines 1 & 2 of Pay appendix

Section 5. Posting of Positions of Persons on Sick Leave. Job vacancies resulting from an Employee's temporary absence from work anticipated to last at least thirty (30) calendar days shall be posted online within fifteen (15) working days of the date when administration creates a new position or a vacancy occurs. Applicants shall be selected in accordance with the provisions of Section 1, above, and will serve a probationary period of up to forty (40) days actually worked in the new position, pending the original employees return to work. Under these circumstances, the posting shall be considered temporary, pending the original employee's return to work.

If the employee on sick leave returns in the specified time of absence, the employee who filled the vacancy shall be returned to his/her prior position. If the absent employee does not return within the specified time of absence, the job vacancy shall be posted as a permanent position. All employees, including the employee who filled the job on a temporary basis, shall be eligible to apply for the position and shall be selected in accordance with the

provisions of Section 1, above.

Section 6. Periods for Position/Job of Person on Sick Leave to remain open prior to permanent assignment Employees are eligible for sick leave only following probationary period and achievement of permanent status. For non-probationary employees on sick leave, the position will be held open for twelve (12) months or as required by law.

Section 7. Reasons for Non-appointment. Any employee not appointed to a vacancy for which he has applied may submit a written request for reasons of non-appointment to the Director of Operations, or his designee, within ten (10) working days after notice appointment has been provided in accordance with Section 4 above. The Director of Operations or his designee will respond, in writing, to the employee and Chief Steward within ten (10) working days of said request.

SECTION 8. Job Descriptions. Following discussions with the Union, final approval of all new job descriptions shall rest with the Associate Superintendent for Human Resources. The District may reclassify positions or may revise the duties enumerated in job descriptions as needed to the extent that the changes do not alter the general nature of the positions' duties. The Chief Union Steward will be provided with copies of all current job descriptions upon request. The Chief Union Steward will be provided with one (1) copy of any newly created or revised job descriptions as they occur.

ARTICLE 7 WORKING HOURS AND OVERTIME

Section 1. Work Schedule. Operating employees employed on a full-time basis will be assigned five (5) eight (8) hour days, Monday through Friday. Employees will not be sent home early to avoid weekly overtime. Employees will be given a thirty (30) calendar day notice of changes to regular work schedules.

Section 2. Overtime. Overtime shall be paid after eight (8) hours per day or after forty (40) hours worked per week. For purposes of computing overtime, vacation days, holidays, in accordance with Article 10, Section 2 of this Agreement shall count as time worked.

Section 3. Sunday and Holiday Work. All non-scheduled work performed on Sundays and holidays shall be paid at twice the employee's regular rate of pay. All scheduled work performed on Sundays and holidays shall be paid at one and one-half times the employee's regular rate of pay except as provided above. Any employee who works on a paid holiday shall receive his regular pay for such holiday in addition to the premium pay provided herein. Scheduled work includes all Sunday and holiday work assigned before the end of your shift on Thursday.

Section 4. Work Shifts. The first shift will be eight (8) hours in length, plus a thirty (30) minute lunch period. The second and third shift will be eight (8) hours in length which includes a thirty (30) minute lunch period. Lunch break periods can be taken at the maintenance office or the school location where work is taking place. Reasonable travel time will be allowed. All other breaks

must be taken at the location where work is being completed. The Director of Operations may, after consultation with the employee, adjust individual starting times.

First Shift — Regular work shift with start time of 5am or later

Second Shift — Regular work shift with start time of 12pm or

later Third Shift — Regular work shift with start time of 11pm or later

HVAC staff currently working 11 am-7pm will fall within the second shift scheduling requirements.

Employees assigned to the third shift will earn a three-dollar (\$3.00) per hour shift differential. Selection will be based on seniority (voluntary) and then least seniority (involuntarily) within that building.

Section 5. Employees Leaving Work. Employees who, for any reason, find it necessary to leave work during their scheduled shift, must notify a supervisor or designee. Employees who fail to notify a supervisor or designee in such situation will be subject to discipline, including dismissal when appropriate. Employees must punch out when leaving the building for any reason (lunch, breaks, two school positions, etc.) unless prior approval has been given by a custodial or maintenance supervisor or designee.

Section 6. Emergencies. In case of emergency, the Director of Operations, or his designee may assign any employee to fill the needs until the emergency ends but not longer than fifteen (15) working days.

Section 7. Overtime Distribution. Overtime work shall be rotated equitably among the bargaining unit employees assigned to the building where the work is to be performed and shall be rotated among the employees who normally perform the work as part of their regular duties (does not include vandal alarms or heating and control systems alarms). Employees who are on sick leave during their regularly scheduled eight (8) hour shift are not eligible for overtime on that day, except in cases of emergency. Such employee will not lose his place in the overtime rotation.

Section 8. Overtime List. Management will provide to the Chief Steward or his designee a complete list of overtime hours worked in each building and/or classification. The list will include the date (or dates) worked, description of rate paid (straight time, time and one half, or double time) with individual lists separated by department. This list will be submitted on a monthly basis. Floaters shall not be entitled to work overtime.

Section 9. Salting Duties: Salting duties performed on overtime will be done by employees in the utility pay category. A seniority list including these positions plus one alternate will be provided by the Union.

Section 10. Snow Removal Overtime. Bargaining unit employees shall perform snow removal overtime. A Union member in the Maintenance Department, either the Union Chairperson or his designee will be responsible for maintaining snow removal overtime rotation. Such overtime shall be rotated equitably as provided in Section 7, above. If a bargaining unit employee demonstrates to the Chief Steward or- his designee that he has not received an equitable opportunity to work snow plowing overtime, then the Chief Steward or designee shall offer such employee future snow plowing overtime opportunities first until an equitable balance is achieved. Salting and snow removal overtime is paid regardless of the 40 physical work hour rule.

Section 11. Vandal Alarms. Where it is necessary to check a building in response to a vandal alarm or other similar emergency, the head custodian, shall be responsible for performing such duties; provided, however, that suitable alternate employees from within the bargaining unit shall be designated to regularly perform such duties.

Any employee required to perform the duties described in this Section, outside of his regular working hours shall be guaranteed a minimum of two (2) hours of overtime pay. Employees answering a call are required to complete a Custodial/Maintenance Trouble Call Sheet and forward the completed form to the Operations Office prior to the end of the next working day.

Section 12. Heating and Control System Alarms. Where it is necessary to check a building in response to a heating or control system problem, such duties shall be performed by appropriate qualified personnel from within the bargaining unit, as assigned by the District. Any employee required to perform the duties described in this section, outside of his regular working hours shall be guaranteed a minimum of two (2) hours of overtime pay. Employees answering a call are required to complete a Custodial/Maintenance Trouble Call Sheet and forward the completed form to the Operations Office prior to the end of the next working day.

ARTICLE 8 WAGES

Section I. Wages. The salary schedule for all employees covered by this Agreement as negotiated between the parties is attached in Appendix 1 and Appendix 2.

The pay raise for 2023 - 2024 is 5% and is effective on July 1 of 2023. (An additional one-time compensation check for the sum of \$1,428.57 will be distributed no later than August 30, 2023) \$200,000 will be divided among the bargaining unit.

The pay raise for 2024-2025 is 4% and is effective on July 1 of 2024.

Me Too Clause for 2025-2026, 2026-2027, and 2027-2028

The pay raise for 2025-2026, 2026-2027, and 2027-2028 will be equivalent to the pay raise received by all non-union District administration during said years. The pay raise will be effective at the time the Board of Education approves the recommended pay raise for non-union District Administration. If the pay raise is approved after July 1, 2025, July 1, 2026 and/or July 1, 2027 in each of the referenced years, the pay raise shall be retroactive to July 1 of each year.

Section 2. Wage Reopeners. (Not Applicable)

Section 3. Longevity Pay. Employees who achieve the following years of service shall receive the following longevity:

15 through 19 years of service- \$600

20 and greater years-of service - \$800

Payouts will be addressed as separate line items or individual checks. Payouts will be divided into two pay periods. The first payment of this cycle will be made in the first pay period of December. This will be 50% of the accumulated total. The second and final payment of this cycle will be made in the first pay period of June.

Section 4. Temporary Assignment Pay. Custodial and maintenance employees (Custodians and Head Custodians, utilities, warehouse) who are temporarily assigned to duties in a higher rated position for one or more hours in a pay period, shall receive the higher rate of pay, retroactive to the first hour, solely for the hours worked in the higher rated position.

ARTICLE 9 VACATIONS AND HOLIDAYS WITH PAY

Section 1. Vacations.

All vacation within the first fiscal year of employment will be pro-rated from the date of hire (at a rate of .5/month, not to exceed 5 days per year) but will not be awarded until July 1, at the conclusion of the first fiscal year of employment.

- After two (2) years of employment, ten (10) vacation days with pay shall be granted.
- After six (6) years of employment, employees shall be granted twelve (12) vacation days per year.
- After eight (8) years, fourteen (14) days.
- After ten (10) years, sixteen (16) days.
- After twelve (12) years eighteen (18) days.
- After fourteen (14) years, twenty (20) days.
- After sixteen (16) years, twenty-two (22) days.
- After twenty (20) years, twenty-five (25) days.

Effective July 1, 2018, the Chief Union Steward, or designee, shall provide District Administration with a list of all bargaining unit members eligible for additional vacation days per the schedule above, based on years of employment. The list shall be given to Administration a minimum of two months prior to any employee who may be eligible for additional vacation days, per above. This process will encompass all bargaining unit members, regardless of original date of employment within the district. Vacation allocations will be given on July 1 of each year based on each employee's previous years' allocation.

Upon severance of employment, either by the District or by the employee, the employee shall be entitled to payment of a prorated amount of all unused, accrued vacation leave, which shall be included in the employee's final compensation on the next regularly scheduled payroll.

Section 2. Vacation Scheduling. All vacation earned by any employee prior to July 1 of any year shall be used by the employee prior to July 1 of the following year. Any employee who is unable to obtain reasonable approval of the desired vacation period, as requested pursuant to the terms of Section 3 of this Article or who, for other good cause shown, is unable to take a vacation within the one-year period

specified herein, shall have the option of carrying over such unused leave into the following year, not to exceed five (5) days per year. An employee may bank a maximum of five (5) days from one year to the next, not cumulative.

Vacations may be taken provided there is no disruption in service to the school and with prior approval of the Director of Operations or his designee. No more than twelve (12) custodians will be granted vacation and floating holidays during the same period while students are in session. Employees desiring vacation or floating holidays during the school year shall notify the Director of Operations or his designee at least 24 hours prior to the start of the shift. Vacation requests will be sent through Aesop. The appropriate members of management will be notified of such requests via Aesop. The Director of Operations, or designee, may approve or make exceptions for special circumstances. AESOP shall be utilized by all bargaining unit members at the direction of the District, and all other requirements within this section will apply. Requests to withdraw vacation shall have the same time limits as vacation requests. Employees who unexpectedly cancel vacations will receive appropriate pay if they work. However, the unexpected vacation cancellation will be treated as a progressive discipline matter. Work rules will be modified to include this issue. All but one person per trade skill will be allowed vacation during the same period. No vacation will be allowed during the week prior to the start of school, the first week of school or the last week of school. No vacations will be allowed three (3) working days prior to graduation, the day of graduation, and the day after graduation. Vacations can be taken in four (4) hour increments. Vacation requests exceeding ten (10) days must be submitted thirty (30) calendar days in advance.

Vacation requests will be considered in the order in which they are received and approval shall be final when given. Only two cancellations per fiscal year with a one (1) day notice shall be allowed per employee.

The employee must be given email notification of approval of the desired vacation period as soon as possible, but not more than two (2) working days after receipt of an application properly submitted by the employee under this section.

Section 3. Holidays. Each employee shall be granted the day off with pay on each of the following holidays that fall during the workweek; *holidays falling on Saturday or Sunday are considered floating holidays:

New Years Day

Martin Luther King Day

Good Friday

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday After Thanksgiving

Day Before Christmas

Christmas Day

Lincoln's Birthday or President's Day

Memorial Day

Juneteenth

Election Day

Day Before Thanksgiving

Columbus Day

New Year's Eve

Pulaski Day will no longer be a floating holiday. Pulaski Day will be moved to the Wednesday before Thanksgiving. In the event Christmas Day, New Year's Day, Independence Day, the day before Christmas, day before New Years, Veterans Day, or Lincoln's birthday fall on a Saturday or Sunday these holidays will be considered floating holidays and be used as if they are vacation days between September 1 and June 1, subject to vacation scheduling requirements. These floating holidays cannot be rolled over year to year. Personal leave shall not be taken on a day immediately before or after a school holiday or vacation period, except in an emergency or under unusual circumstances, either of which shall require the Special Approval of the Director of Operations. Sick leave immediately prior to or following a scheduled paid holiday will not be allowed unless evidence of illness, attested to by a licensed physician, is submitted to the Director of Operations or designee.

ARTICLE 10 LEAVES OF ABSENCE

Section 1. Sick Leave. Sick leave will be awarded in increments of six (6) days, twice per year, on July 1 and January 1 for a total of twelve (12) days per year. Employees starting after July 1 or January 1 will be prorated at a rate of one (1) sick day per month up to six (6) days. The six (6) sick days that will be granted on January 1 can be granted early with an approved physician's note. Unused sick leave shall accumulate to a maximum of two hundred twenty-one (221) days. Up to 221 unused sick leave days will be sent to IMRF to add one (1) year service credit. Any days in excess of 221 will be paid at 60% of hourly rate of pay per day.

Sick leave shall be used for illness or physical disability to the employee or immediate family. For sick leave, immediate family shall be as described below in Section 2 of this Article. Accumulated sick leave may be used for physical disability (incapacity) due to pregnancy prior to the Board approved date for maternity/paternity leave. If the employee returns to work after the Board approved leave and becomes disabled due to conditions associated with the reasons for the leave, earned sick leave is applicable. An employee will be allowed to start FMLA after exhausting the sick time and vacation time if desired. Leave due to on-the-job injuries, as documented by the Board's insurance carrier, shall not be counted against employee sick leave.

Section 2. Funeral Leave. The Board shall allow an employee full pay for up to three (3) working days for a death for those as deemed below in immediate family. If more than three (3) working days are ' required, the difference will be charged to personal leave or sick leave.

Definition of immediate family: husband, wife, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, mother-in -law, father-in-law, brother in-law, sister-in-law, aunt, uncle, and any legal guardian or ward of the employee at the time of death or at the commencement of final illness or accident. Proof of death such as an obituary will be requested by the Administration.

Up to one (1) day shall be granted for the death of a close personal friend. This day shall be deducted from the personal or sick leave.

Section 3. Jury Duty. The Board shall pay the regular salary of all full-time employees called as jurors without deducting any additional compensation allotted by the court for such duty.

Section 4. Personal Leave. The Superintendent or his designee shall grant annually up to two (2) days leave at full pay in increments of no less than one (1) hour for any reason. Personal leave days will be prorated upon date of hire.

Except in cases of emergency, at least two (2) days written notice of the necessity for leave shall be submitted to the Director of Operations or his designee Employees requiring personal leave shall submit a personal leave form.

Personal leave shall not be taken on a day immediately before or after a school holiday, vacation period or during the first and the last week of the school term, except in: emergency or under unusual circumstances, such as funeral leave, either of which shall require the approval of the Director of Operations or his designee.

All unused personal business leave shall be added to sick leave at the end of the fiscal year.

Section 5. Unapproved Absences. Unapproved time off will result in loss of pay and loss of overtime if worked with the week.

Section 6. Military Leave. In case of military service, leave shall be granted in accordance with the requirements of applicable law.

Section 7. Maternity or Paternity Leave. A maternity or paternity leave shall be granted to an employee in the birth of his or her child or in the adoption of his or her child in accordance with the requirements of all applicable laws.

Section 8. Leave for Injury While on Duty. In case an: employee shall be injured while in the course of his employment, and this injury resulting in eligibility for Worker's Compensation, the employer shall pay to the injured employee full salary for up to three (3) working days from the date of accident. During this three (3) day period, any weekly indemnity payments made to the injured employee under the Worker's compensation coverage shall be endorsed by him and deposited by the business office to the funds of School District No. 60. Upon completion of the three (3) day period, the employee may

file for disability benefits under the Illinois Municipal Retirement Fund and shall retain any further compensation checks due him. The school will not pay this employee after the three (3) day period. 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.

Section 9. No Leave for Seeking Job. No employee shall be granted a leave of absence to seek employment elsewhere.

Section 10. Seniority During Absence. Seniority shall be retained during an approved leave of absence. After completion of the leave, an employee may be requested to undergo a physical examination.

Section 11. Sick Leave Bank. The purpose of this bank shall be to aid those employees who have used all available Sick Leave because of lengthy illnesses. To administer this bank, a Sick Leave Bank Committee of four (4) shall be established composed of two (2) union stewards and two (2) Administrators. Those employees who desire to withdraw days must have used all available sick leave. When an employee's sick leave reserve has been reduced to ten (10) days or less, such employee may apply in writing to the Sick Leave Bank Committee, explaining the reason for the request. The committee shall review the request and accompanying documents, and must report to the employee within ten (10) days after receiving the formal letter. In cases of a tie vote the Deputy Superintendent shall be the tie breaker. The other rules and regulations governing the Sick Leave Bank shall be established by the committee. The Sick Leave Bank will start on July 1, 2019.

Section 12. Extended Sick Leave for Mental or Physical Illness. Employees with ten (10) or more years in a full-time position shall be eligible, after they have used their accumulated sick leave, to ask for an extended health leave without pay of up to one (1) year.

ARTICLE 11 RETIREMENT

Section 1. IMRF. All eligible custodial and maintenance employees must participate in the Illinois Municipal Retirement Fund. Complete information regarding this fund may be secured from the business office.

Section 2. Retirement Severance Pay. Upon retirement of custodial and maintenance employees after age fifty (50), as evidenced by the employee's application to the Illinois Municipal Retirement Fund, employees will be awarded \$100 per year of service.

Upon submission of an irrevocable letter of retirement, the affected employee may have these severance benefits spread out over a maximum of four (4) years to increase his/her salary up to, but not to exceed the IMRF six percent (6%) cap.

Any severance monies exceeding the IMRE six percent (6%) cap shall be distributed in a lump sum following the employee's last paycheck so as not to be included in the IMRF calculations.

Employees who retire other than June 30 of any given year, must alert the Associate

Superintendent of Human Resources of their intent to retire, at least thirty (30) days prior to their anticipated retirement date. Failure to notify the Associate Superintendent of Human Resources of their retirement date shall be grounds to declare the individual not eligible for retirement severance pay.

ARTICLE 12 GRIEVANCE PROCEDURE

Section I. Definition and Purpose. A grievance is defined to mean a complaint or dispute by the Union or any employee or employees in the bargaining unit, wherein there has been an alleged violation, misinterpretation or inequitable application of this Agreement.

The primary purpose of this grievance procedure is to secure solutions at the lowest possible level and at the earliest possible time.

(Indent Section) Each grievance must contain:

- A. The name(s) of the individuals directly affected by the alleged violation;
- B. The location, date, and specific relevant facts;
- C. The Article and/or Section of the contract alleged to have been violated;
- D. The remedy desired;
- E. The signature of the Union Steward or authorized Union Representative who submitted the grievance.

Section 2. Time Limits. Grievances must be filed and appealed within the time periods specified in this Article. The failure of the aggrieved to act within the time limits set forth herein will preclude further appeal of the grievance. The failure of the administration to act within the time limits set forth shall allow the aggrieved to proceed to the next step of the procedure. Time limits set forth in the procedure may be extended by mutual agreement of the parties in writing.

For purposes of this Article, "working days" shall mean any day during which the Administration and bargaining unit employees are working.

Section 3. Procedural Issues. Matters covered by statute and/or governmental agencies are not subject to the grievance procedure. A grievance may be withdrawn at any level without establishing a precedent. Probationary employees may be disciplined or discharged without recourse of the grievance procedure.

Nothing contained in this Article shall prevent the parties from mutually agreeing to skip any or all steps one (1) through three (3) of the grievance procedure.

Section 4. Grievance Procedure. Grievances shall be processed in accordance with the following procedure:

Informal Meeting. The complainant shall meet with his/her supervisor (maintenance or custodial) to resolve the matter informally. No more than two (2) Union Stewards may be present at the employee's choosing.

Step One Grievance. If the matter cannot be resolved in the informal meeting the employee shall, within fifteen (15) working days from either the occurrence of the grievance or the date

the Union or the employee should reasonably have become aware of the grievance, file a grievance in writing on a Union Grievance Form. The grievance shall be presented to the Director of Operations by a Union Steward.

The Director of Operations will, within fifteen (15) working days after receiving the grievance, render a decision and submit it in writing, along with his supporting reasons to the grievant and his/her Union Steward.

Step Two Grievance. If the Director of Operations' decision is not acceptable to the Union, within fifteen(15) working days after the receipt of the decision, the grievant may appeal the decision to the Superintendent of Schools, or his designee. This appeal must be in writing and set forth the reasons for the appeal along with a copy of the Director of Operations' decision. The appeal may be submitted by the grievant's Union Steward or Union Representative.

Within fifteen (15) working days of the Superintendent's, or his designee's, receipt of the grievant's appeal, a meeting shall be held with the Superintendent, or his designee, the Director of Operations, the grievant, his/her Union Stewards (no more than two) and/or Union Representative. The goal of the meeting shall be to find a mutually satisfactory agreement to resolve the grievance.

Within fifteen (15) working days after this meeting, the Superintendent of Schools, or his designee, will submit his decision in writing, together with his/her supporting reasons, to the grievant and his/her Union Steward or Union Representative.

Step Three Grievance. Within fifteen (15) working days after receiving the decision of the Superintendent of Schools, the grievant may make an appeal to the Board of Education. The appeal shall set forth, in writing, the reasons for the appeal along with copies of all previous decisions and correspondence. The appeal may be submitted by the grievant's Union Steward or Union Representative.

The School Board will take up the matter no later than the second regular Board meeting following receipt of the appeal. A hearing may be held if either party so requests. The School Board shall make its decision in writing within fifteen (15) working days after completion of the meeting

Step Four, Arbitration. Within thirty (30) working days after receiving the decision of the Board, the Union may submit the grievance to binding arbitration. If a demand for arbitration is not filed within thirty (30) days the grievance shall be deemed to have been withdrawn.

The Board and the Union will select a third party to act as the impartial arbitrator and the administrator of the proceedings by requesting a list of arbitrators from either the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected from this list by alternately striking names, with the first strike determined by the toss of a coin.

The arbitrator in his decision shall not amend, modify, nullify, ignore or add the provisions of this Agreement his/her authority shall be strictly limited to the issue or issues presented to him/her by the parties and his/her decision must be based solely upon his/her interpretation of the meaning of the express relevant language of the Agreement.

Each party shall bear the full costs for its representation in the arbitration proceedings. They shall equally share the cost of the arbitrator.

Section 5. Union Business. Union Stewards shall be paid at their regular rate of pay for time spent during their working hours attending grievance meetings scheduled with management or when investigating and processing grievances. The Chief Steward and stewards may continue to perform occasional Union business during regular working hours, so long as such activities do not impair job performance of the individual, and prior notice is provided to their immediate supervisor and/or the Director of Operations.

ARTICLE 13 MEDICAL EXAMINATIONS

Section 1. Fitness to Perform Duties. Upon initial employment, employees shall be required, on forms supplied by the district, to submit evidence of physical fitness to perform duties assigned, and that he is free of communicable disease. Such examination shall be made by a physician licensed in Illinois, or any other state, to practice medicine and surgery in all its branches. The examination may be made either by a school appointed physician or the employee's own physician. If the employee elects to have his own physician perform the examination, the school will reimburse the employee -up to the amount currently charged by the school physician. New floaters are required to take a drug test. Additionally, floaters will take another drug test when becoming full time.

Section 2. Certificate of Physical Fitness. Employees may be required to furnish a certificate of physical fitness every three (3) years. Such examination shall be made by a physician licensed in Illinois, or any other state to practice medicine and surgery in all its branches. The examination may be made either by a school appointed physician or the employee's own physician. If the employee elects to have his own physician perform the examination, the school will reimburse the employee up to the amount currently charged by the school physician.

Section 3. Doctor's Excuse. After three (3) consecutive working days a doctor's excuse will be necessary to return to work and/or return from a deduct leave. Upon the first day of deduct, an employee may, upon request, have to provide a physical fitness report from a licensed physician at the employee's expense. Failure to provide this will result in disciplinary action and the steps leading to termination.

Section 4. Physical Examinations. If, in the judgment of the Director of Operations and the Deputy Superintendent or his designee, an employee is incapable of fulfilling his duties because of illness, injury or in sick days deduct, he may be required to take a physical examination by a doctor selected by the employer. If the results of the examination so warrant, the employee will be requested to take sick leave until he is capable of resuming his duties. In making any such determination, the employer shall also consider the results of any physical examination made by a physician of the employee's own choosing at the employee's own expense. See Article 10, Leaves of Absence.

ARTICLE 14 DRUGS AND ALCOHOL TESTING

Section 1. Drug /Alcohol Free Workplace. All District workplaces shall be drug and alcohol free. Employees are prohibited from the unlawful manufacture, dispensing, distribution,

possession, use, or being under the influence of a controlled substance, including cannabis or alcohol, while on District premises, while performing work for the District on campus, or while operating District owned, leased, or contracted for vehicles or equipment.

Employees shall abide by Illinois law regulating the use, possession, sale, distribution, manufacture or cultivation of controlled substances, including cannabis and alcohol

The term "controlled substance" is as defined by law.

Section 2. Use of Legally Controlled Substances & Testing after Accident. An Employee's use of a legally controlled substance or alcohol shall not negatively affect the Employee's on the job performance or the safety or welfare of students or other employees.

Management may require an employee who has an accident on the job that requires hospitalization for medical attention and/or involves more than \$5000 in property damage to take a drug/alcohol test provided there is reasonable suspicion of drug/alcohol use.

Section 3. Discipline. An Employee who violates these provisions may be subject to disciplinary action up to and including termination.

Section 4. Counseling or Treatment. The District may require an employee to successfully complete an approved drug or alcohol abuse assistance or rehabilitation program as a condition of continued employment when the District has verified evidence that the employee has a problem with controlled substances or alcohol. This requirement shall be in addition to any other disciplinary action deemed warranted by the facts in a particular case, and the employee shall provide the District with proof of participation in such a program within thirty (30) days of the District receiving notice of the employee's verified problem with controlled substances or alcohol. Failure to provide such notice may be grounds for immediate disciplinary action.

Section 5. Voluntary Notification. If an Employee voluntarily notifies the Superintendent, building Principal, or their designee of problems she/he is experiencing with controlled substances or alcohol, the District will refer such individual for treatment and /or counseling. If notification comes during a District inquiry into the employee's job related behavior or offered in anticipation of disciplinary action the discipline will be held in abeyance if the employee agrees to enter into and complete a treatment program and remain drug free and alcohol free at work as a condition of further employment. Employees shall be evaluated by a professional in the field of drug /alcohol use to ascertain the truth of their notification.

The voluntary disclosure will remain confidential and shall not influence the evaluation of the employee's work performance; work performance will be evaluated independently.

ARTICLE 15 DISCIPLINARY ACTIONS AND TERMINATION OF EMPLOYMENT

Section 1. Discipline for Cause. No District employee maybe discharged or disciplined, including, suspension, without just cause/due process. The District shall use a system of progressive discipline. Discipline or discharge may be applied for reasons such as, but not limited to, the violation by the employee of any reasonable work rule, regulation, policy or directive of the 'Board of Education or its duly authorized representative, as well as dishonesty,

insubordination, fighting on the job, sleeping on the job, repeated poor job performance, absenteeism, altering time cards, and the like.

Discipline will be handled on a case-by-case basis, depending on the severity of the offense and may range from a written warning to termination. Issues not involving gross misconduct will generally be handled according to the following progression plan:

Counseling	
Step 1	Written warning
Step 2	One (1) day suspension
Step 3	Three (3) day suspension
Step 4	Termination

One step of disciplinary action will be removed for every twelve (12) months that there has been no violation in the same violation area. Further, management and the Union can mutually agree to modify the progression plan as necessary for issues not involving gross misconduct.

Section 2. Suspension and Discharge. Employees may be discharged by District management after review of their case. The Union shall be advised of the discharge and the result of the review. District management shall present the reasons for discharge in writing to the employee with a copy given to the Chief Steward.

In cases of gross misconduct (such as intoxication on the job, illegal conduct on school premises, fighting, proven theft, etc.), where the continued presence of the employee on the school premises would be detrimental to the best interest of the District, the employee may be suspended without pay pending a termination recommendation made by the School Board. A suspension for any other reason for termination other than gross misconduct will be a paid suspension subject to a termination recommendation by the School Board. Employees suspended without pay who are subsequently found to be innocent of the charged offense(s) shall be made whole and paid for all wages and benefits lost during the period of their suspension.

Section 3. Recording of In and Out Movements. Each employee is required to record in and out movements on the time mechanism provided in buildings. One missed punch will be forgiven every six months for periods January 1 – June 30 and July 1 – December 31 Any employee punching the time mechanism of another employee shall be subject to termination of employment. Once Veritime or an alternate time and attendance program is instituted by the District it shall be utilized by all bargaining unit members at the direction of the District. The Union and District will mutually agree on an implementation schedule of Veritime or an alternate time and attendance program prior to it being implemented for use.

Section 4. Notice of Discipline. There will be no written disciplinary action administered by the District without one (1) working day notice to the effected employees and the Chief Steward or his designee.

Section 5. Cameras and GPS. The primary intent and purpose of district video surveillance systems and GPS monitoring devices is to protect district property and assist in investigations when there has

been a violation of Board Policy, district procedures, state and federal law, or other occurrences that may warrant an investigation associated with student, staff, or District visitor.

ARTICLE 16 TRAINING

Employees will be required to attend training sessions as called by the Director of Operations or his designee. Training will be paid for by the Board of Education if the training is related to an employee's current job or other accredited continuing education programs that are beneficial to the District. Director of Operations and the trainee prior to taking the training must mutually agree to the training program. A payment of up to fifteen hundred (\$1500) per fiscal year shall be made upon successful completion of a course or multiple courses.

ARTICLE 17 INSURANCE

Section 1. Premium Payment.

The Insurance Plan year starts on January 1 and ends on December 31. Open enrollment for the insurance plan year is held in November of the preceding year. (i.e. Open enrollment for insurance beginning January 2019 will be held November 2018). The District notification of new rates for the 2019 plan year will occur on or about November 15, 2018 unless the District has not been provided the new rates by the carrier. In cases where the insurance carrier has not provided the District with the new rates by November 15th the District will provide the new rates to the Union within 10 working days of receipt of the rates from the insurance carrier. This practice will be repeated for each remaining year of this contract 2018-2023. The Board of Education will contribute the amount of money necessary to provide full single coverage of insurance, including hospitalization, medical, major medical and dental insurance, for all full-time employees at the 2013-2014 rate. This contribution will continue and will remain in effect for the duration of this Contract.

Beginning in November of 2018 and in subsequent plan years (2018-2023) of this Contract, any increase in costs, as identified by the insurance carrier, to the single plan will be shared equally between the Board of Education and the employee, 50% to each. Likewise, any reduction of cost to the plan will be shared equally between the Board of Education and the employee, 50% to each. In the event the year-to-year increase in health care costs exceeds 10% of the premium, the employee will be limited to paying no more than half of the increase (up to a cap of 5%). The District will be responsible for paying increases of the premium greater than 10%. The increase or reduction in rates will be based on the difference between the prior year's announced rate and the new announced rate. (i.e., 2019 newly announced rate minus 2018 announced rate equals the increased amount to be shared at 50% Board or 50% Union Or decreased amount to be shared at 50% Board and 50% Union).

Employees with dependent care coverage shall continue to pay the same premium rates that were in effect during the open enrollment period which ended on November 22, 2017 for the remainder of 2018. Beginning in January of 2019, and in subsequent plan years of this Contract, any increase in costs, as identified by the insurance carrier, to the dependent plan will be shared equally between the

Board of Education and the employee, 50% to each. Likewise, any reduction of cost to the plan will be shared equally between the Board of Education and the employee, 50% to each. In the-event the year-to-year increase in health care costs exceeds 10% of the premium, the employee will be limited to paying no more than half of the increase (up to a cap of 5%). The District will be responsible for paying increases of the premium greater than 10%.

The increase or reduction in rates will be based on the difference between the prior year's announced rate and the new announced rate. (i.e. 2019)newly announced rate minus 2018 announced rate equals increased amount to be shared at 50% Board and 50% Union or decreased amount to be shared at 50% Board and 50% Union). This increase would be spread over the remaining salary distributions for that fiscal year. If during the term of this collective bargaining agreement the Board's payment of the Insurance premium for members of SEITJ would cause the Board or employees to incur a penalty under the new provisions of the Affordable Care Act (ACA), the Board and the Union agree to bargain over the penalty to find a mutually agreeable manner in which to avoid said penalty.

Section 2. Life Insurance. The Board will provide a \$100,000.00 term life insurance policy for all employees.

Section 3. Retiree Insurance. The Board of Education will contribute two hundred fifty dollars (\$250.00) towards the monthly premium to the Waukegan Public Schools Preferred Provider Organization (PPO) health plan or HMO health plan for those bargaining unit employees who retire with at least twenty-five (25) years of service in Waukegan Public Schools, until they are eligible for Medicare. To be eligible, the employee must be enrolled in the PPO or HMO health plan by the end of the open enrollment period (November) preceding the date of retirement

Management agrees to re-open negotiations if the Illinois Municipal Retirement Fund (IMRF) bill regarding retiree insurance passes the legislature.

Section 4. Insurance Plan Board. The Union shall have one non-voting, advisory seat on the Insurance Plan Board for this unit. The intention of this seat is for the member to have input and not voting rights or authority.

The parties further recognize that the amount of the District's and employees' costs for these insurance benefits shall be governed by this Agreement.

ARTICLE 18 JOINT COMMITTEE

A joint management-employee meeting will be held each month at a time agreed to by both parties to discuss implementation of the contract and working conditions. The employee group shall consist of no more than five (5) members including the staff representative. As a monthly agenda item, the topic of employee safety with discussion centering on safety topics and unsafe working conditions shall be addressed.

ARTICLE 19 SAFETY

The District shall provide all necessary safety equipment and personal protective equipment so that employees can perform their work duties in a safe manner. The District shall not assign a single employee to do work which, for safety reasons, requires more than one person, for

example, working more than ten (10) feet above the floor.

ARTICLE 20 NO STRIKE CLAUSE

The Union and the members of the bargaining unit hereby wee not to strike in the said School District during the term of the Agreement. The School District agrees that there will be no lockouts during the term of this Agreement.

ARTICLE 21 MISCELLANEOUS

Section 1. Use of Employee Vehicle. Those employees who are regularly assigned to two (2) or more buildings will be reimbursed for use of their own vehicle at the current maximum annual rate used by I.R.S. for calculating business expense deductions. Said rate shall become effective under this Agreement upon the District's receipt of notice from the Union of any change in the current rate, subject to verification by the District. Employees will be paid due monies no later than February and August of each fiscal year.

Section 2. Uniforms. The District shall provide to each employee, upon hire, five (5) of the uniforms required under this Section. Starting with the second year of employment, the District shall make available up to five (5) replacement uniforms per year as requested by the employee. Uniform orders will be placed by March 1 each year. Employees who do not submit their replacement uniform request by March 1 must wait until the following year to place an order. Mechanics shall be allowed up to five (5) replacement uniforms or coveralls per year when requested. Employees must wear their uniforms while on duty. Employees who fail to wear their uniforms while on duty will be subject to discipline. No employee will be disciplined if the reason for not wearing the uniform is because of the District's inability to provide new or replacement uniforms as set forth in this Section.

Section 3. CDL Licenses. Employees required, (per job description) to obtain a "CDL- B" vehicle license and who do not now have such license will be reimbursed for the cost of the license and will receive training from District staff to enable them to pass the required test.

Section 4. Review of Personnel Files. Upon forty-eight (48) hours' notice, an employee shall be allowed access to review his personnel file. Costs of copies of materials shall be as determined by the School Board but shall not exceed twenty-five cents (\$0.25) per page.

Section 5. Savings Clause. In the event any language contained in this contract is voided because of legislative or legal action, only that paragraph and/or article specifically referring to the aforementioned language will be void, and the rest of the contract will remain in full force and effect for the duration of the Agreement.

ARTICLE 22 TERM OF AGREEMENT

This Agreement shall be in force from July 1, 2023 through June 30, 2028.

AGREED:

FOR THE BOARD OF EDUCATION:

FOR SEIU LOCAL 73:

Mr. Brandon Ewing,
Board President

Mr. Joseph Richert;
Secretary-Treasurer

Ms. Theresa Plascencia,
Superintendent

Ms. Nicole Akopian Devall,
Union Representative

Mr. LeBaron Moten,
Deputy Superintendent

Mr. David Sims,
Chief Union Steward

Ms. Gwen Polk,
Associate Superintendent

Mr. Brian Cross,
Union Representative

Ms. Alicia Williams,
Manager Child Nutrition/Transportation

Mr. Ty Nelson,
Union Representative

Mr. Joel Ruiz,
Principal

Mr. Michael Garrity,
Union Representative

Mr. David Minnoch,
Union Representative

APPENDIX 1

Appendix 1 - Wage rates for all unit employees hired prior to 07/01/2004					
Maintenance	07/01/2023	07/01/2024	07/01/2025	07/01/2026	07/01/2027
			ME TOO	ME TOO	ME TOO
1. Head Engineer, HVAC, Electrician, Asbestos Supervisor, Licensed plumber	44.25	46.02			
2. Carpenter, Glazer, Auto Mech., Painter, Locksmith, Welder, Asbestos (certified), Asst. Engineer, Computer Tech, Warehouse Receiving Head Clerk	42.88	44.6			
3. Semi-skilled, Groundskeeper	39.22	40.79			
4. Utility, Warehouse Rec. Clerk	38.68	40.24			
5. Truck Driver	36.28	37.73			
Custodial					
6. Head Custodian (over 50k) Crew Chief	38.16	39.69			
7. Head Custodian (under 50k)	35.75	37.18			
8. Cafe Custodian, H.S. Gym Custodian	33.52	38.46			
9. Custodian/Laundry after 12 months	33.31	36.64			

APPENDIX 2

Appendix 2 - Wage rates for all unit employees hired after 07/01/2004					
Maintenance	07/01/2023	07/01/2024	07/01/2025	07/01/2026	07/01/2027
			ME TOO	ME TOO	ME TOO
1. Head Engineer, HVAC, Electrician, Asbestos Supervisor, Licensed plumber	44.25	46.02			
2. Carpenter, Glazer, Auto Mech., Painter, Locksmith, Welder, Asbestos (certified), Asst. Engineer, Computer Tech, Warehouse Receiving Head Clerk	42.88	44.6			
3. Semi-skilled, Groundskeeper	38.69	40.24			
4. First Year Skilled	36.52	37.98			
5. Utility, Warehouse Receiving Clerk	35.81	37.24			
6. Truck Driver	29.55	30.73			
Custodial					
7. Head Custodian (over 50k) Crew Chief	29.55	30.73			
8. Head Custodian (under 50k)	27.78	28.86			
9. Custodian 3 years	24.35	25.32			
10. Custodian 2 years	19.11	19.87			
11. Custodian 1 year	17.38	18.08			
12. Floating Custodian	15.66	16.29			

APPENDIX 3

OPERATIONS AND MAINTENANCE PROMOTION PROCESS

HEAD CUSTODIAN and CREW CHIEF:

A. Qualified employees applying for promotion shall submit a properly completed online District

Application.

B. The process will have three component parts:

1. INTERVIEW 34%: The interview which will count for 34% of the candidate's total score. The Interview committee will consist of a minimum of 3 and a maximum of 5 interviewers. One member must be the building principal (or their designee), one member must be the Director of Operations (or their designee), and one member must be a member of the custodial ranks. The committee will follow the process already in place (see attached Appendix 3A) which provides instructions to the committee, a scoring rubric with a Likert scale, and questions.

2. EVALUATION 33%: The employee's evaluation will count for 33% of their total score.

3. TESTING 33%: The testing portion will include both a written test and a practical hands-on application. For example, after completing the written portion a candidate for Head Custodian may be asked to demonstrate the proper way to dispose of vomit.

The total possible score will be 100 points/100%. Candidates must score at least 60% in order to be considered. If no candidate reaches the 60% threshold the position will be reposted for internal candidates. If no candidates reach the 60% threshold after the second posting, then the position will be reposted and floaters will be allowed to apply. If no candidates reach the 60% threshold after the third posting the District may accept outside candidates. Internal candidates can apply in all 4 posting scenarios.

When candidates successfully reach the 60% threshold the District will apply Seniority points of 0.5 points per year of full time employment. This scale reaches the maximum of 10 points at 20 years of service. See sample scale below:

<u>Years of full-time employment in District 60</u>	<u>Seniority points at 0.5/year</u>
1	0.5
5	2.5
10	5.0
20	10
20	10

MAINTENANCE WORKERS: The maintenance workers will follow the process above with the following exceptions:

1. Since the District can consider internal and external candidates simultaneously for the positions of plumbers, electricians, HVAC, asst. engineers, mechanic, and warehouse head receiving clerk the following scoring will apply:

Stage of Process	Internal Candidate	External Candidate
Interview	<u>30%</u>	34%
Evaluation	<u>20%</u>	0%
Tests	<u>50%</u>	66%
Seniority points 0.5/year of full time District employment		0

2. The Interview Committee will consist of a minimum of 2 members and a maximum of 5. One member of the Interview Committee must be the Director of Operations (or their designee) and one member must be a member of the Maintenance ranks who are currently performing comparable job duties.

3. The total possible score will be 100 points/100%. Candidates must score at least 60% in order to be considered. In cases where external candidates are not interviewed, if no candidate reaches the 60% threshold the position will be reposted for internal candidates. If no candidates reach the 60% threshold after the second posting then the position will be reposted and floaters will be allowed to apply. If no candidates reach

the 60% threshold after the third posting the district may accept outside candidates.
Internal candidates can apply in all 4 posting scenarios

NIGHT CUSTODIANS:

Night custodians will be selected based on seniority.