

CONTRACTUAL AGREEMENT

between the

**FENTON HIGH SCHOOL
BOARD OF EDUCATION, DISTRICT 100
and
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73, CHANGE TO WIN**

2015 – 2016
2016 – 2017
2017 – 2018

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PREAMBLE

WHEREAS, the Board and Union have endorsed voluntarily the practices and procedures of collective bargaining as a fair and orderly way of conducting the Board's relations with the employees insofar as such practices are appropriate to the obligation of the Board to retain the right to operate the School District in a responsible and efficient manner and are consonant with the paramount interest of the public and the students in the school system; and

WHEREAS, it is the intention of the parties to this agreement to provide, where not otherwise mandated by statutes, for the salary structure, fringe benefits, and other conditions of employment of the employees covered by this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - RECOGNITION

The Employer recognizes Local No. 73, Service Employees International Union, Change to Win (CTW), as the sole and exclusive bargaining representative for all custodial, grounds and maintenance employees, excluding the Director of Building, Grounds, and Transportation, Maintenance, Custodial Foremen and other supervisory and managerial employees as defined under ~~Section 2~~ 5 ILCS 315 of the Illinois Labor Relations Act.

ARTICLE II – DEFINITIONS

Full-Time Employees – All bargaining unit employees employed by the District who normally work forty (40) hours or more per week on a regular schedule. The District will continue to hire custodians, grounds and the maintenance classifications all at full time status.

Seasonal Employees – Seasonal employees means all personnel hired by the District for summer hours when school is not longer in session but no longer than one hundred (100) calendar days.

Student Employees – An individual who is a student participating in his/her school program, whereby the District offers the student practical work experience.

ARTICLE III – UNION SECURITY AND DUES CHECK-OFF

Membership applications provide for maintenance of membership for the duration of the Agreement or one (1) year, whichever is shorter, and all applications and/or revocations shall be processed by the Union office. The Employer agrees to deduct union dues uniformly required for membership in the Union, upon processing of individual authorizations for dues check-off and will remit once monthly the sum total of dues to the Secretary-Treasurer, Local No. 73, S.E.I.U., 300 South Ashland Avenue, 4th Floor, Chicago, Illinois 60607. The Union shall notify the Business Office of District 100 as to the amount of dues; the Union shall refund to the Board or to the employee any dues which may be deducted erroneously or any monies which may be remitted erroneously to the Union.

ARTICLE IV - INDEMNIFICATION

The Union agrees to indemnify and hold the Board forever harmless from and against any and all claims, suits, judgments, and all loss, costs, damages or expense, including, but not limited to, attorney's fees sustained or incurred by the Board as a result of the Board's performance or non-performance of any of its obligations under Article II of this Agreement.

ARTICLE V - NON-DISCRIMINATION

Section 1:

Neither the Board nor the Union shall unlawfully discriminate against any employee on the basis of age, sex, race, color, creed, or national origin.

Section 2:

There shall be no discrimination against any employee for union activity or functioning as a steward, committee member, or other official union post.

ARTICLE VI - MANAGEMENT RIGHTS

The Board shall reserve and retain all powers, authority, duties, and rights under The School Code, Section 4 of the Illinois Education Labor Relations Act, and other local, state, and federal regulations, including, but limited to, such areas of inherent managerial policy as the management of its property and buildings, the functions of the District, standard of services, its overall budget, organizational structure and selection and direction of employees, subject to the provisions of this Agreement.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1 – Definition:

A grievance is defined as any claim by an employee or group of employees covered by this contract that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.

Section 2 – Time Limits:

All time limits shall consist of days when the administrative offices are open for business. Failure of the employee, the Union or the District to comply with the specific time limits of Steps 1 through 5 will constitute, in the case of the employee or the Union, a withdrawal of the grievance. If no written decision has been rendered within the time limits indicated by a step, a grievant may appeal the grievance to the next step. Time limits may be extended by mutual consent of the Union and the District.

Section 3 – Union Representation:

The employee may be accompanied by the Union Steward and/or a duly authorized Union representative at any step of the grievance procedure; provided, however, that any employee may resolve or adjust grievances directly with District administrators provided the adjustment is not inconsistent with the terms of this Agreement.

Section 4 – Notice of Discipline to Union:

The District shall, upon the employee's written authorization, timely send to the Union copies of all written warnings, suspensions and discharges given to the bargaining unit employees. An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Section 5 – Procedure:

Step One: An employee with a grievance, as defined by the provisions of this contract, shall within five (5) days of the occurrence of the violation or misinterpretation, misapplication or reasonable knowledge of same, discuss the complaint with the Director of Building, Grounds, and Transportation. The Director will orally respond within five (5) days of the initial discussion.

Step Two: If the oral response is not satisfactory, the grievance shall be reduced to writing, with the alleged violations cited, and submitted to the designee of the Superintendent within five (5) days of the Step One response. The grievance must specify the factual basis for the alleged contract violation and the requested remedy. The written grievance must be filed within ten (10) days of the occurrence of the alleged violation or the date the grievant knew or reasonably should have known of the alleged violation. This designee will meet with the appropriate parties within ten (10) days to hear the grievance. The Superintendent's designee will issue a written response to the grievance within ten (10) days of this meeting.

Step Three: If the written response at Step Two is not satisfactory, the Union, on behalf of the aggrieved employee(s), may submit a letter to the Superintendent within five (5) days. The Superintendent may schedule a meeting of the parties before issuing a written response within ten (10) days of receipt of the letter. The Superintendent will issue a written response to the grievance within ten (10) days of this meeting noting his/her

answer, sign, date and return one (1) copy of the grievance to the employee and one (1) copy to the Steward and Union Representative

Step Four: If the written response at Step Three is not satisfactory the grievance may be submitted by the Union on behalf of the aggrieved employee(s) to the Board of Education within five (5) days of the Superintendent's written answer. Formal notice will be given to the Union Representative of the next immediate Board meeting date for the hearing. The Board of Education will provide a written response to the Union Representative and the Steward within ten (10) days of the grievance meeting noting their decision.

Step Five: If the grievance is not resolved at Step Three or Step Four, it may be submitted to binding arbitration in writing within ten (10) days of the Board's decision. The party shall select an arbitrator from a list provided by the American Arbitration Association by the use of the alternate striking procedure. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to add to, subtract from, alter, or otherwise modify any of the terms of the Agreement. The fees and expenses of the arbitrator shall be borne equally by the Board and the Union.

Section 5 – Class Grievances:

Grievances involving a group of employees or an administrator above the building level may be filed initially at Step Two.

Section 6 – Grievances Involving the Disciplinary Suspension or Discharge of an Employee

Grievances concerning the suspension shall be taken up initially at Step Two or a discharge of an employee shall be taken up initially at Step Three of the grievance procedure.

Section 7 – Grievances Involving the Disciplinary Suspension or Discharge of an Employee

Grievances may not be presented concerning the disciplinary suspension, discharge or layoff of an employee who is a probationary employee.

ARTICLE VIII - WORK HOURS AND OVERTIME

Section 1:

The work week shall consist of five (5) consecutive days Monday through Friday and/or Tuesday through Saturday. The District reserves the right to set the consecutive days and start times. The workday for all day shifts shall consist of eight (8) consecutive work hours, exclusive of a one-half hour lunch period. The workday for all shifts commencing after 12 noon shall consist of eight (8) consecutive work hours, including a one-half hour lunch period.

Employees are to adhere to their scheduled start and stop times assigned. If an emergency arises causing an employee to be late, he/she must call their supervisor. Employees with three (3) or more unexcused late arrivals in one school year may cause the onset of progressive disciplinary actions. An unexcused tardy would be considered punching-in after the start of your work schedule.

Section 2:

Hours worked in addition to the normal workday or in addition to the normal work week shall be considered overtime and authorized by the Superintendent or his/her designee. The rate of pay for overtime in excess of eight (8) hours in one day, forty (40) hours per week shall be time and one-half. The rate of pay for work performed on Sundays shall be twice the employee's regular hourly rate. Payment for compulsory overtime work on Sundays and Holidays, for outside activities only, shall be triple time. The forty (40) hours per week shall include any scheduled sick, personal or vacation time and shall exclude any unscheduled sick, personal or vacation time. To be considered scheduled time, an employee must provide a two (2) day notice in writing to the Director of Buildings and Grounds or the Night Supervisor. Emergency bereavement leave will be included only if employee provides proof.

Section 3:

Overtime shall be equalized by assigning employees on a rotation basis, according to building and classification. The overtime shall not be mandatory but, if refused, shall count in the rotation as if it had been worked. This shall not apply where special skills are required. A chart will be posted showing each employee's name listed in sequence as to seniority. After each employee's name, the number of overtime hours worked will be marked. In the event there is no custodial volunteer, the overtime may be

offered to all other bargaining unit members. The District agrees to offer present permanent employees the opportunity to volunteer prior to hiring those who are not permanent District employees. If the event is still open after all avenues have been exhausted, the District shall assign from the District custodian overtime list on a rotational basis.

In September of each school year the District will circulate a list to all bargaining unit members to allow each to sign up for voluntary snow removal. Those electing to volunteer will be called by the Supervisor on a rotation basis when needed. This is not to be considered mandatory overtime if called.

Each employee shall be given three (3) days notice of overtime to be worked except in the case of an emergency. It is understood that there will be no opportunity to make up lost overtime. In the event of emergency overtime, employees will be assigned on a rotation basis. An employee's selection for emergency overtime shall not affect the seniority rotation for overtime. Emergency overtime shall be defined as overtime necessitated after 4 p.m. on the last regularly scheduled work day of the work week.

In the event of emergency call back, an employee shall be paid a minimum of two hours at the regular overtime rate. Any employee subject to emergency callback who is not required to work upon reporting for duty shall not forfeit his/her rotation position for overtime purposes.

An employee needed to protect or service buildings may be called in for overtime work by being notified as soon as possible.

Any employee assigned to work in another classification, excluding the maintenance classification, shall receive his/her own rate or the rate of the job he/she is performing, whichever is higher. Any employee assigned to work inside or outside security detail shall receive his/her own rate of pay.

Section 4:

The Board will permit rest periods in the amount of fifteen (15) minutes for each four (4) hours working (in the middle of the four (4) hour work periods), or reasonable portion thereof, for relaxation and relief from fatigue. Particular jobs which entail extraordinary need for cleaning up will entitle employees to additional clean-up time, provided, however, that such necessary clean-up time does not allow employees to extend the 15-minute rest period.

Section 5

In the event which is caused solely by the effect of natural causes or an Act of God when District 100 Fenton determines to close the school, employees who are in attendance at work will receive time and one half for the hours worked.

ARTICLE IX - SENIORITY

Section 1:

Upon successful completion of a probationary period of sixty (60) calendar days, seniority will revert to date of hire. An individual employee whose achievement and performance during the sixty (60) day probationary period are, in the opinion of management, marginal or untested may be notified by management that the probationary period will be extended for up to an additional sixty (60) days. The additional sixty (60) day period shall not be used automatically for all new employees. Probationary employees will not be included on the overtime rotation until the end of the probationary period but may be utilized if necessary as determined by the Supervisor.

For purpose of this Agreement, classification seniority shall be defined as an employee's length of continuous full-time service as contained in the designated classifications under this Agreement. Newly hired probationary employee shall not be included as part of the seniority until they have successfully completed the sixty (60) day probationary period. For purposes of determining seniority, all employees shall be placed in one of the following classifications based on their current assignments:

1. Custodial
2. Grounds
3. Maintenance

Section 2:

On or before February 1 of each year, separate seniority lists as designated by job classifications shall be distributed to employees showing their lengths of service in the District and their classification. Newly hired employees shall not be on the list. A copy of the seniority lists shall be provided to the Union semi-annually. Any employee who disagrees with his/her seniority placement shall respond, in writing, to the Superintendent and to the Union representative within ten (10) work days after the effective date of the posting. For the purpose of wages and benefits, District-wide seniority will prevail.

Section 3:

Vacancies occurring within a job classification, including newly created positions within the bargaining unit, shall be posted on a designated bulletin board in the District building along with a copy of such posting being sent to the Union Steward. Every reasonable effort will be made to post vacancies at least three (3) working days prior to being filled. In the event that the Superintendent determines it is necessary to fill a position immediately, the Union shall be so notified in writing stating the reason for the decision. Such posting shall contain the following information:

1. Job classification
2. Type of work
3. Starting date
4. Range of pay
5. Hours worked
6. Minimum requirements.

Section 4

Vacancies in each job classification shall be filled by the most senior applicant currently occupying the specific job classification. If there are no applicants that have seniority in the vacant current job classification, then the administration will look either inside or outside of the bargaining unit to fill the vacancy.

Section 5

Seniority shall apply in all cases of reduction in force or recall provided the applicant is still qualified to perform the job responsibilities.

Section 6:

During the term of this Agreement, the Board shall not commence any reduction in force or layoffs for any classification. This Section 6 shall not be available thereafter.

Section 7:

Seniority shall be broken and terminated when:

- (a) An employee, quits, is discharged, or retires
- (b) An employee is absent for two (2) working days without notifying the Employer, or fails to report to work immediately following the termination of an authorized leave of absence
- (c) An employee is transferred out of the bargaining unit

Employees employed after a termination of employment caused by any of the foregoing reasons shall be considered as new employees and shall serve the probationary period provided for in Article IX, Section 1. Their seniority shall begin from the date of re-hire for purposes of wages and benefits only.

ARTICLE X - INJURY ON THE JOB

Section 1:

Employees shall receive full pay at their regular salary for work absences arising from injury incurred while in the course of employment without deduction from sick leave for a period not to exceed twenty (20) days. Said salary shall be reduced by any workers' compensation payment received. If the injury forces the employee to be absent from work beyond the twenty (20) day period, the employee may file for

disability benefits under the Illinois Municipal Retirement Fund and shall retain any further compensation checks due.

Section 2:

Employees who suffer an injury during performance of their job duties shall retain any accumulated seniority but shall not accrue any additional seniority during the period of their absence from work. Any such injured employee shall be retained on the District's seniority list for a period not to exceed one (1) calendar year unless an extension is deemed appropriate by the Board.

Section 3:

Employees who incur an injury accident or disease on the job must complete a first injury report within one (1) day after the employee suffers the injury, accident or disease or when feasibly possible but no more than forty-five (45) days.

ARTICLE XI - LEAVES

Section 1:

All employees will be allowed twelve (12) days of absence per year for illness without loss of salary. Legal holidays will not be counted as days absent. Sick leave shall be accumulative to two hundred forty (240) days. The Board will consider an application for extension of sick leave when an employee has used up his/her sick leave. The decision of the Board will be based on the extenuating circumstances of each individual request. Employees who are sick must notify their supervisor at least two (2) or more hours prior to their shift except in an emergency situation. When absences occur, the supervisor will make their best effort to equalize the work in accordance with Article XIX, Section 1.

Section 2:

Sick leave shall be interpreted to mean personal illness or serious illness. Sick leave may also be used for medical, optical or dental examinations. Sick leave, at the option of the employee may be used if there is a death in the immediate family or household. The immediate family is defined as spouse, child or children, mother, father, grandparents, grandchildren, brother, sister, or corresponding in-laws or step relatives corresponding to any of the above.

Section 3:

At the time of separation, for any other reason than just cause termination, the Board shall pay to each bargaining unit member an attendance bonus of \$25 for each accumulated unused day of sick leave or the employee may opt to apply the unused sick leave to his/her individual Illinois Municipal Retirement Fund credit.

Section 4:

Three (3) days per year shall be granted for personal business and shall be pre-approved by the Superintendent or his/her designee. Unused personal leave days will be counted as credit towards accumulative sick leave to a maximum of two hundred forty (240) days. Such days shall be granted in full day increments only. Approval shall not be withheld arbitrarily, capriciously, unreasonable or inequitably.

Section 5:

Religious holidays not listed under Article XIV may be taken as personal leave with prior approval of the Superintendent or his/her designee.

Section 6:

An employee called for jury duty shall be granted special leave to fulfill such duty at full pay. The employee will return to the Board of Education any jury duty pay received for being a juror except for expenses incurred by such jury service such as mileage.

Section 7:

A leave of absence may be granted for up to one (1) year upon approval by the Board of Education. Seniority shall continue to accumulate during an authorized leave of absence.

Section 8:

Employees shall have all rights and benefits provided by the Family and Medical Leave Act.

ARTICLE XII - UNIFORMS

The School District will provide uniforms for custodians. Employees shall wear uniforms provided by the District during all paid work time. In addition, rain gear and cold weather gear will be provided for grounds men.

ARTICLE XIII - NO STRIKE PLEDGE

The Union will not engage in a strike or concerted work stoppage or other refusal to render full and complete service to the School District. The School District will not lock out any employee from his/her work assignment.

ARTICLE XIV - INSURANCE

Section 1:

Health/Medical Insurance – As current for all teachers employed by the Board.

Section 2:

Dental Insurance – As current for all teachers employed by the Board.

Section 3:

The Board will provide a term life insurance policy for each employee who is eligible and receives health insurance benefits under the District's group insurance plan. Any current employee employed by the District prior to July 1, 1993 shall receive the same amount of life insurance coverage they received during the 1992-93 school year. Employees hired by the District after July 1, 1993 shall receive term life insurance in a coverage amount of \$20,000.

Section 4:

The in-force medical insurance program will be made available to retirees with eight (8) years of insured services and between the ages of 55 and 65 at the rate of 100% of the active in-force rates.

Section 5:

The Board shall implement effective July 1, 1993, an IRS Section 125 "pass-through" plan covering premiums for health insurance.

ARTICLE XV - PAID HOLIDAYS

Section 1

The following paid holidays will be observed for all employees covered by this Agreement:

Labor Day	Day before New Year's Day
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King's Birthday
Thanksgiving Day	Lincoln's Birthday/President's Day
Day after Thanksgiving	Casimir Pulaski Day
Day before Christmas	Friday before Easter Sunday
Christmas Day	Memorial Day
	Independence Day

In the event any of the above dates are legislatively omitted as holidays, they will be considered as work days and will be omitted without an alternate date. In the event any of the above dates are waived by the Board, the parties agree to the selection of a mutually acceptable alternate date. (Exception: Casimir Pulaski Day and Veteran's Day will be omitted without an alternate date)

In order for an employee to qualify for the above described holidays, he/she must work the scheduled day before and after a paid holiday, unless he/she has an authorized day of absence due to illness, personal leave or vacation. An authorized day of absence does not include scheduled medical appointments. Supervisor approval must be obtained for extenuating circumstances. A written statement from a doctor that he/she was too ill to perform his/her duties on the day before or the day after a holiday.

Section 2:

The hours paid for a paid holiday not worked shall be counted as a working day in computing overtime.

ARTICLE XVI - WAGES

Section 1:

The salary schedules according to job classification on an annual pay basis are attached hereto as Appendix A. Annual rates are calculated on the basis of forty (40) hours per week or two thousand eighty (2,080) hours per year. This contract will be in effect for three years beginning July 1, 2015 and ending June 30, 2018 with: 1.5 percent on base and step increase in year one; 1.5 percent increase on base and step increase in year two; 1 percent on base and step increase in year three

Section 2:

From the Compensation Schedule, the Board shall deduct and remit for each employee the sum equal to 4.5% of the amount due such employee pursuant to the Compensation Schedule of this Agreement to the Illinois Municipal Retirement Fund to be applied for the retirement account of such employee. It is the intent of the parties by this Agreement to qualify these payments as "picked-up" contributions as stated within Section 414(h)(2) of the Internal Revenue code, so as to be excluded from the taxable gross income of each employee.

The balance of the amount due each employee pursuant to such Compensation Schedule shall be payable to the employee as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as requested by law or as authorized by the employee pursuant to this Agreement. Such withholding shall include any and all additional amounts requested to be paid to the Illinois Municipal Retirement Fund for the account of such employee.

No employee shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the employees' required contribution to the Illinois Municipal Retirement Fund is a condition of employment made in order to secure the employees' future services, knowledge, and experience.

If the Internal Revenue Service or a court shall determine that any or all of the amounts paid to the Illinois Municipal Retirement Fund are not properly excludable from the gross income of the employee for taxation purposes, the Board will thereupon commence to withhold Federal and State income taxes therefrom.

The Union, Local No. 73, and each employee will defend indemnify and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, or other liabilities by reason of faithful payment of the contributions under the provisions of this section. No such claim, demand, action, complaint, or suit may be settled or compromised by the Union, Local No. 73, or any employee without written consent of the Board if such claim demand, action, complaint, or suit adversely affects the Board of Education, its members, its agents, and/or its employees.

Section 3:

In the event the cost of living (as measured by the Consumer Price Index-Urban Wage Earners Chicago area) rise above nine (9) percent in the year preceding the final year of the contract, measured May to May, the District agrees to reopen the contract for wage discussions only.

ARTICLE XVII - RETIREMENT POLICY

Section 1:

All operating employees that qualify are under the provisions of the Illinois Municipal Retirement Fund, as provided by law.

Section 2:

All deductions from an employee's wages and contributions by the Board are payable to the Illinois Municipal Retirement Fund as fixed by law. Complete information may be secured from the Business Office.

Section 3:

Upon attainment of age fifty-five (55) and having completed a minimum of fifteen (15) years of service with the District, an employee will qualify for a one-time retirement bonus equal to four (4) percent of the

final year's base salary (exclusive of overtime compensation), less applicable Federal and State withholdings and IMRF contributions. In order to be eligible for the Retirement Bonus spread over the last year of employment, the employee shall give a written notice of intention to retire ("Retirement Notice") no later than thirteen (13) months before the retirement date.

Upon receipt and acceptance of the Retirement Notice by the Board of Education, the employee shall receive the Bonus Payout as a onetime bonus which will be paid over the last six (6) months of employment. The bonus will be in an amount that is sufficient to increase the employee's IMRF reported earnings in the final twelve (12) months of employment by exactly 4% over the employee's IMRF reported earnings in the immediately preceding twelve (12) months, so long as such amount does not cause the Board to be subject to accelerated payment to IMRF under Section 7-172 (k) of the Illinois Pension Code or other applicable law.

ARTICLE XVIII - PAID VACATIONS

Section 1:

Except with the express written advance approval of the Superintendent or designee, vacation time may not be accumulated from year to year. Upon separation, employee shall be paid for all unused vacation time based on his/her then current rate of pay.

Vacation will be granted annually on July 1st of each fiscal year for vacation accrued the previous year based on the following:

0 -- 1 year	5 days prorated
2 – 4 years	10 days
5 – 9 years	15 days
10+ years	20 days

If an employee's anniversary occurs after the beginning of the fiscal year in the 5th and 10th year the additional increase in vacation accrual will be prorated at .42 days for each month remaining in the fiscal year.

New employees will accrue vacation beginning with the first day of employment, provided they successfully complete the probationary period. The first vacation period is prorated at .84/day from date of hire to the end of the fiscal year (June 30th). Prorated accrual will be awarded on July 1st.

Vacations may be taken, with the approval of the appropriate supervisor, in accordance with the schedule set out above provided such vacation does not unreasonably interfere with the necessary conduct of school business. All employees shall submit in writing by July 1st their vacation requests. The request must include the date(s) of request and signature of employee. All other vacation requests submitted after July 1st will be considered by the date of the request and not the seniority of the employee. If two or more employees submit a request on the same date thereafter seniority will prevail. The supervisor shall approve all leave requests unless the employee's absence would constitute a burden to the school because of the volume of work or the absence of other employees. Approval of such vacation requests shall be based on operational needs of the District: provided, however, such approval shall not be withheld arbitrarily, capriciously, unreasonable, or inequitably. If vacation is denied, the District shall demonstrate in writing the reason for such denial.

Section 2:

Holidays falling during an employee's vacation shall not be counted as a vacation day.

ARTICLE XIX- WORKLOAD CAPACITY

Section 1:

Supervisory employees shall use their best efforts to equalize workloads among employees.

Section 2:

No employee shall be required to investigate bomb threats, fight fires or engage in similar hazardous duties unless the employee is adequately trained and equipped.

Employees may be required to temporarily assist in such emergency situations until trained personnel arrive at the scene. In-service will be provided in order to assist employees in emergency situations.

In consultation with the Superintendent, or his/her designee, the Director of Buildings and Grounds and/or the lead custodian (P.M.) will be responsible to notify employees of emergency situations that may exist.

Section 3:

Assignments for lead employee status will be utilized for working hours when the Buildings and Grounds Director or the Night Supervisor is not present. The Buildings and Grounds Director or the Night Supervisor will communicate with the lead prior to leaving the building. Additional compensation would be defined in Appendix A Salary Schedule.

Section 4:

The District may, at its discretion, utilize substitutes when necessary to provide coverage for bargaining unit members who are unavailable for any reason. The decision to provide substitute coverage in any particular instance rests with the District, and shall be made with due consideration of custodial staff workloads. Annual hours worked by a substitute shall not exceed six hundred (600) hours. In utilizing substitutes, the District agrees that they will not permanently replace or eliminate any full time position and replace with a substitute.

ARTICLE XX – PROFESSIONAL GROWTH AND TRAINING

Section 1:

It is the policy of the District to assist employees who wish to increase their knowledge and skills. Employees are encouraged to improve their knowledge and skills by pursuing and successfully completing appropriate courses. If the District offers the employees the opportunity to attend job related workshops, conferences or seminars, the employees may attend such training opportunities for the mutual benefit of the District and the employee. The District will pay the registration fee(s) associated with the training as well as any books required. The employees shall be paid their regular hourly rate for all hours spent in such training and the training(s) will be conducted during normal working hours.

Section 2:

The District recognizes that the skill and knowledge of its employees are crucial to the success of the District. The courses provided encourages personal development through formal education so that the employees can maintain and improve job related skills, or enhance their ability to compete for reasonable attainable jobs within their bargaining unit classifications of SEIU at the District.

SEIU may provide such courses in each area of growth to all employees who have completed their probationary period. The classes will be taught by a certified instructor for (but not limited to) boiler, HVAC, electrical, plumbing, and/or general industrial maintenance. Employees that successfully complete a course will be provided a certificate of completion that will be valued by the District and placed in their personnel file. Each employee that volunteers to attend such a class(es) be at their own time, not during a regular scheduled work time and their hourly wage rate will not be compensated by the District for hours in attendance. As evidence of successful completion by the certificate, the District will reimburse that employee for the cost of the required book for that class up to \$65 per class. Pre-approval by the employee from the District is required of any programs/classes prior to attending for authorization and for any reimbursement by the District

ARTICLE XXI – MISCELLANEOUS

Section 1:

Employees shall have access to records concerning payment of their salary and deduction therefrom including evaluations and other non-confidential personnel file documents pertaining to custodians.

Section 2:

Local No. 73 shall have access to a bulletin Board conveniently located for the posting of meeting notices and other information of interest to the membership.

Section 3:

Employees required to attend training sessions shall be compensated for attendance plus reimbursement for travel, meals, and lodging. Compensation shall be equal to the regular salary rate applicable for the employee. Additional reimbursement shall be documented by receipts or invoices.

Section 4:

There shall be at least one in-service training institute day each year for the custodial and maintenance personnel of the School District. Personnel will attend training days on a rotation basis.

Section 5:

Leaves of absence without pay shall be authorized for attendance of any Local No. 73 function or meetings of the Illinois League of Municipal Employees, with at least three (3) days notice. Said leaves of absence shall not exceed four (4) days in a single fiscal year. Union members, stewards and the committeeman shall be allowed to meet twice during the year during working hours to conduct pertinent Union business. During the final year of the Agreement, members shall be permitted three (3) such meetings. Any other meeting between employees shall be held during non-working hours.

Section 6:

Employees desiring to have deductions from their wages for Credit Union may authorize same to Business Office and deductions will be remitted to Metropolitan L.C.U.

Section 7:

A permanent safety committee composed of one (1) person from the Union and one (1) supervisor shall tour the school at least every four (4) months and make recommendations regarding any safety or fire hazards.

Section 8:

No non-probationary employee shall be disciplined or discharged without just cause. In the event that an employee is recommended for termination, the Board shall furnish the employee and the Union with written notice of the reasons for such action. The employee shall have the right to request a hearing before the Board to contest the reasons for termination and shall be allowed representation at any such hearing. However, the Board retains the right to suspend or terminate an employee without warning when such action is required to protect lives or property or when the health and welfare of students or other staff are endangered by the continued presence of the employee.

Section 9:

Employees shall be required to attend periodic meetings with management designate(s) for the purpose of discussing the problem of cleaning and maintaining the school buildings and grounds.

Section 10:

In the event the Board of Education decides to reduce the number of full-time custodial or maintenance positions below the number in existence as of July 1, 1985, the employee(s) terminated by such action will be granted severance pay in the amount of one (1) month's pay in addition to all other fringe benefits earned.

Section 11:

No employee, either orally or in writing, shall enter into any agreement or arrangement that is contrary to, or conflicting with, the terms and conditions of this Agreement.

Section 12:

The Board agrees that SEIU Local No. 73 C.T.W. representatives shall have reasonable access to its facilities and grounds within the following parameters:

1. advance notice of at least two hours and approved by the Director of Business Operations and the Director of Buildings and Grounds and/or Foreman; for 2nd and 3rd shift visits;
2. advance notice shall include the purpose of the visit and approximate length of visit;
3. the visit shall be with a union steward, or in the case of a grievance, with the grievant;
4. visits shall occur during lunch and/or break periods.

Section 13:

Labor-Management meetings may be requested by either party to the other by submitting a written agenda at least five (5) days prior to the date of the proposed meeting. The District and the Union will meet and discuss the issues that are directly relevant to provisions of this Agreement or other conditions of employment. Management shall not be required to discuss those issues which are inherently management decisions and/or policies. Such discussions shall not preclude the District from implementing such changes.

The Union may not have more than three (3) shop stewards in attendance at such meetings. In addition, the Union may request that other interested employees be in attendance during that period when matters of particular interest to such employees are being discussed. Employees may attend such meetings during regularly scheduled hours of work without loss of pay only if specific permission is received from the employee's supervisor and their absence will not interfere with the normal operation of their respective work areas.

Meetings requested and scheduled under this provision shall occur no more often than once a calendar quarter unless a clearly definable emergency requires scheduling more often.

Section 14:

The Board shall subcontract the work to clean and wash the upper level and second story windows.

ARTICLE XXII - WAIVER OF ADDITIONAL BARGAINING

The parties acknowledge that, during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this Agreement and that the understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this Agreement. Therefore, the Board of Education and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement; provided, however, the parties may mutually agree in writing to amend this Agreement.

ARTICLE XXIII- FAIR SHARE

All bargaining unit employees shall maintain their membership in the Union during the duration of the Agreement, or in lieu thereof, shall pay a fair share fee to the Union for the cost of services rendered by the Union that are chargeable to non-members under Section 11 of the Illinois Educational Labor Relations Act.

Fair share fees shall be determined annually by the Union and certified in writing to the Business Office and each fee payer by October 1 of each year.

Such fee or portions thereof shall be paid to the Union by the Board no later than ten (10) days following receipt of funds from the School Treasurer.

In any event, if the bargaining unit member does not pay said fee directly to the Union by October 10 of each school term, or within thirty (30) days of employment, whichever is sooner, upon written notice to the Business Office by the Union, the Board shall deduct the fee from the wages of said negotiating unit member according to the procedures which apply to Union members, including amounts and times of payment.

The obligation to pay a fair share fee will not apply to any bargaining unit member who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such person is a member, objects to the payment of the fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the bargaining unit member to a mutually agreeable non-religious charitable organization pursuant to Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

The Union shall further provide written notice to said fee payer(s) of the right to dissent and the procedures to follow in lodging such fair share dissent. Said notice shall be provided by the Union no less than ten (10) days prior to the onset of deduction.

In any event, if a bargaining unit member commences a legal action against the Board in a court or administrative agency because of the Board's compliance with this article, the Unions and its affiliates agree to defend such action, at its own expense and through counsel of its own choice, provided:

The Board gives immediate notice of such action in writing to the Union and permits the Union to intervene as a party; and

The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at any stage, hearing, or argument of said legal action.

The Union and its affiliates agree that in any action it will save, indemnify, and hold harmless the Board, its members, employees, and agents from any liability for damages and costs imposed by a final judgment of a court or administrative agency.

It is expressly understood and agreed that the defense and indemnification covenants that are expressed herein shall not apply to any claim, demand, or suit which may arise as a result of any type of willful misconduct by the Board (other than any necessary action required to be performed by the Board in this Article); however, such defense and indemnification covenants shall not protect the Board in any action which solely alleges a violation on the part of the Board to this Article.

ARTICLE XXIV - TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until July 1, 2018 and shall continue from year to year unless written notice of termination or desire to modify shall be given by either party not less than (60) days prior to June 30, 2018. Such notice shall be in writing and delivered to the School District and/or Business Representative of the Union at 300 South Ashland Avenue, 4th Floor, Chicago, Illinois 60607.

In witness thereof, the parties have on this 24th day of August, 2015 executed this Agreement by the signatures of their duly authorized representatives.

LOCAL NO 73
Service Employees International
Union, Change to Win (CTW)


SEIU Local 73 President

Attest:

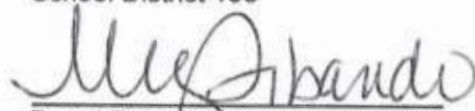

SEIU Local 73 Vice President


Chief Steward


Bargaining Team Member


Bargaining Team Member

Board of Education
Fenton Community
School District 100


Board President

Attest:


Board Secretary