

**CONTRACT FOR CUSTODIANS**

**(JULY 1, 2010 TO JUNE 30, 2013)**

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

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL #73**

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## **PREAMBLE**

This Agreement is between the Board of Education of Kankakee School District #111, Kankakee, Illinois, and Service Employees International Union Local #73. This working Agreement made and entered into this 3<sup>rd</sup> day of August, 2010, by and between the stipulated Board of Education, above, hereinafter referred to as the “Employer” and the Service Employees International Union, Local #73, hereinafter referred to as the “Union.”

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

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

## **ARTICLE I**

### **RECOGNITION**

1. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, benefits and working conditions, for all custodians, groundsmen and couriers.

2. It is mutually agreed that the Employer reserves all rights not expressly covered or restricted by the terms of this Agreement.

3. The fiscal year shall be from July 1<sup>st</sup> through June 30<sup>th</sup>.

4. A copy of this Agreement shall be made available to all employees covered by said Agreement, and it is to be furnished by the Employer within ninety (90) days after it is ratified by both parties.

## ARTICLE II

### WAGES AND HOURS

#### A. Hours

1. The work will consist of five (5) days of eight hours each, Monday through Friday, excluding the lunch period.

2. Starting and ending time shall be established in accordance with school requirements by the Director of Maintenance cooperatively with the building Principal. They shall be as uniform as practicable and shall not be modified, nor shall the daily schedule of work be changed, except in emergencies.

#### B. Wages

##### 1. Scale of Pay

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

##### 2. Overtime Provisions

- a. Overtime pay shall be calculated as follows: Time and one-half after eight (8) hours of work in any one day. Time and one-half after forty (40) hours of work in any one week. Time and one-half for Saturdays and Sundays as such. Time and one-half in addition to regular straight time hourly earnings for work on holidays.
- b. There will be no pyramiding of overtime (i.e., both daily and weekly overtime will not be paid on the same hours worked).
- c. Employees will not be paid overtime for both holidays and days observed as such.
- d. Paid holidays constitute a part of the required hours of work and shall be counted as hours worked in computing the basic week.

- e. Equalization of Overtime: Except in emergencies, overtime shall be equalized among eligible and willing employees on a rotating basis beginning with the longest seniority status within that building. If the overtime can not be filled within a building then management shall offer such overtime on a rotating basis to a list of willing district-wide custodians on a rotating basis beginning with the longest district-wide seniority status. Any employee who repeatedly refuses overtime, or accepts overtime and then does not show up for the scheduled work, shall not be considered a willing employee and may be removed from the district-wide overtime list. Overtime assignments will be made by the Director of Maintenance or his delegate, and if no willing custodians can be found to cover the needed overtime, then management can look to outside sources to fill the needed overtime. When it becomes necessary for the Administration to fill a daily opening, it shall contact substitutes in this order: 1.) from in-district sub list; 2.) from building custodians 3.) from district-wide custodians; 4.) from a temporary agency.
- f. Overtime pay shall be included in the regular check of the pay period following the one in which the overtime was earned, assuming that the custodian properly completed the overtime sheet, obtained the appropriate authorization signatures, and delivered the overtime sheet to the Maintenance Office before the established timelines for payroll processing.
- g. In event of an emergency, employees will be expected to work overtime.
- h. There shall be a minimum call in time of three (3) hours work on any event on Saturday, Sunday, or holidays.

### 3. Pay Days

Employees under this Agreement shall continue to be paid on a twenty-four (24) pay period cycle per year. Paydays are the fifteenth (15<sup>th</sup>) day and the last day of the month except when a pay period falls on a weekend or bank holiday; then they will be the day prior to the weekend or bank holiday.

## ARTICLE III

### PAID HOLIDAYS

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

- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Last scheduled work day before Christmas Day (Christmas Eve)
- Christmas Day
- Last scheduled work day before New Year's (New Year's Eve)
- New Year's Day
- Martin Luther King's Birthday
- February 12<sup>th</sup> or 22<sup>nd</sup> (optional with Board depending on school calendar)
- Casmir Pulaski Day (\*)
- Spring Holiday
- Memorial Day

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

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

2. Any employee needed to protect or service the buildings except in the case of emergencies, is required to report to that assignment provided the employee is notified 24 hours prior to the holiday.

3. When any of the above holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday will be observed as a holiday, unless school is in session. In such event, the holiday will be observed at a mutually acceptable time or added to the employee's allotted vacation time.

4. Employees must work the last working day before and the first working day after the holiday to be eligible for holiday pay. Employees who are absent before or after a holiday because of a death in the immediate family will not lose holiday pay. If an employee is absent due to an on-the-job injury before or after a holiday, that employee will also be eligible for holiday pay. If an employee misses work the day after a holiday due to unforeseen and unavoidable circumstances beyond their control, they may appeal to the Assistant Superintendent for Human Resources to have their holiday pay reinstated. They must initiate this request and provide clear documentation and evidence supporting the reason(s) for their absence. In these unique "emergency situations" the decision of the Assistant Superintendent for Human Resources will be considered final and binding. Additionally, any such decisions are to be considered non-grievable, non-precedent setting, and decided on a case-by-case basis given the facts and circumstances of that particular case.

## **ARTICLE IV**

### **VACATIONS**

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

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

1. One full day of vacation will be granted for each month employed, not to exceed six (6) days for employment of less than one year.

2. Time is to be figured from the month of employment to June 30<sup>th</sup>. All employees who have completed one year or more, determined as previously described, will receive two (2) full calendar weeks of vacation.

3. Custodians who have completed ten (10) years of continuous employment with the Kankakee School District prior to June 30<sup>th</sup>, shall be granted three (3) weeks of vacation with pay, and custodians who have completed fifteen (15) years of continuous employment with the Kankakee School District prior to June 30<sup>th</sup>, shall be granted four (4) weeks of vacation with pay.

4. Employees who have ten (10) or more years of continuous service (3 or 4 weeks of annual vacation) may take vacation during Winter Break, Spring Break or Summer Break, while those with less than ten (10) years of continuous service must take their vacation during Summer Break. Vacations are to be scheduled ahead of time with the Director of Maintenance to ensure proper and necessary coverage of the buildings. Vacation days earned from the previous year will be added to the employee's vacation bank on July 1<sup>st</sup> (the first day of the fiscal year) and are required to be used by July 30<sup>th</sup> of the following year, allowing 13 months to use the vacation time once allocated. Said vacations do not accumulate or carry over to subsequent years, and any unused vacation days are lost to the employee if not used by July 30<sup>th</sup> of the subsequent year.

## **ARTICLE V**

### **SENIORITY**

1. Seniority shall apply in all cases of increase or decrease in the working force and promotion from one position to another, except for management or supervisory positions including transfers from one job to another, and one shift to another, provided the applicant is properly qualified, and has responded to the posting notice to the Director or Assistant Director of Maintenance within the appropriate time frame, as listed in the posting.

2. When employees are relatively equal in qualifications, the employee with highest seniority shall prevail.

3. Seniority is length of service to the school district from date of hire. Seniority shall begin when an employee has satisfactorily completed the sixty (60) working day probationary period, and seniority shall revert to date of hire when the sixty (60) working day probationary period has been completed. The probationary period may be extended for twenty (20) working days if deemed necessary by the Director or Assistant Director of Maintenance. The Union Representative and President shall be notified if a probationary period is being extended, and the reasons for the extension shall be listed in the notice.

4. A seniority list shall be revised each six (6) months if there are

changes, and posted in an appropriate location. A copy shall be mailed to SEIU Local 73, 1165 North Clark Street, Suite 500, Chicago, IL 60610.

## **ARTICLE VI**

### **JOB POSTING**

1. All job vacancies shall be posted for five (5) days, but jobs may be temporarily filled during the time an employee may bid on the job. A permanent employee shall be selected for filling the job within fourteen (14) days of the job posting, unless it can be shown that no qualified applicant is available. Once a permanent employee has been selected for a posted position, they will be required to begin their two week trial period at a date to be determined by the Director of Maintenance, but no later than thirty days after notice of said selection. The Union Representative and President will receive written notification when a posted position is filled.

2. The successful bidder will serve a trial period of two (2) weeks on the job. If he/she does not qualify within that time, he/she shall be returned to his/her former job. This trial period may be extended for two (2) weeks by the Director of Maintenance.

3. If the employee or the employer decides that the employee does not satisfactorily complete the assignment, then he/she shall be returned to his/her former position. The higher rate will be paid during the trial period. The successful bidder is required to be on the job and available to report to the position of transfer by a date as determined by the Director of Maintenance.

4. It is the intention of the administration that all job vacancies be posted in such manner that every employee covered by the terms of this Agreement shall be aware of the vacancies. The procedures that will be followed to carry out this intent will be mutually agreeable to both parties of this contract.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

#### **Section 1**

Any employee has the right to and may talk to his/her Supervisor about any question or problem that may arise, at a convenient time designated by the Supervisor and consistent with production and working requirements. If any question or problem brought to the attention of the supervisor by any employee

involves the interpretation or application of a specific provision of the Agreement, a Union Representative shall have an opportunity to be present before adjustment of the grievance.

## Section 2

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

### Step 1 - Employee's Supervisor

The grievance shall be presented in writing, to the Director of Maintenance within ten (10) working days after the occurrence of the event, including discharge, giving rise to the grievance. If the grievance is not presented within the ten (10) working day period, the matter shall be deemed resolved and the District's action or failure to act shall stand. If presented in a timely manner, a meeting shall be scheduled with the employee, and a Union Representative if desired by the employee, by the Director of Maintenance, or his designee, to discuss resolution of the grievance. The Director of Maintenance, or his designee, shall provide a written answer within five (5) working days of the step 1 grievance meeting. If the grievant is unsatisfied with the answer he/she may appeal in writing to Step 2 within five (5) working days of receipt of the written answer from Step 1.

### Step 2 - Assistant Superintendent for Human Resources or Assistant Superintendent for Business Services

The written grievance may then be presented to the Assistant Superintendent for Human Resources or Assistant Superintendent for Business Services, and a meeting shall be held at which the employee, the employee's supervisor, the union representative or steward and the Assistant Superintendent for Human Resources or Assistant Superintendent for Business Services may be present, if requested or desired. After meeting to review and discuss this matter, the Assistant Superintendent for Human Resources or Assistant Superintendent for Business Services shall reply to the grievance in writing within five (5) working days thereof. If the grievant is unsatisfied with the written answer he/she may appeal in writing within five (5) days of receipt of the answer to move the grievance proceeding to Step 3.

### Step 3 – Superintendent/Board

The grievance shall then be discussed at a meeting with the Superintendent or the Board at the Superintendent's option. At the meeting the Superintendent may have present, at his/her option, the Assistant Superintendent for Business Services, the Director of Maintenance, Assistant Superintendent for Human Resources or other personnel as deemed necessary by the Superintendent. Notification of other individuals to be in attendance shall be made at least 72 hours in advance of the meeting. The Union may have present the grievant, the Union Steward and/or the Union Representative. After discussion, the Superintendent shall reply to the grievance in writing within ten (10) working days following such meeting.

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

### Arbitration Procedure

If the matter is not adjusted in Step 3 or an answer is not given within the time specified, the Union may, by written notice to the District within fifteen (15) working days after the Step 3 answer is received, request that the grievance be referred to an impartial arbitrator selected in the manner hereinafter provided. The Union, within ten (10) working days following the written notice being given to the District, must initiate the arbitration selection process or the grievance is deemed settled.

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

arbitrator, and the Federal Mediation and Conciliation Service shall be promptly notified of such selection. Only one grievance may be presented at the arbitration hearing before any one arbitrator at any one time unless the parties mutually agree otherwise.

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

Any of the time limits within this Article may be extended by mutual agreement of the Employer and the Union. The District or Union shall not unreasonably deny a request for such extension.

## **ARTICLE VIII**

### **DEDUCTIONS OF DUES**

It is agreed that Union dues shall continue to be deducted on the basis of written authorization of each individual employee who is a member of the Union. The Union agrees to hold District No. 111 harmless from any claim or damage arising from said deduction. Dues shall be remitted monthly to: Secretary-Treasurer, Local No. 73 SEIU, 1165 North Clark Street, Suite 500, Chicago, IL 60610. All applications and/or revocations shall be processed by this office.

## **ARTICLE IX**

### **STRIKES, LOCKOUTS AND WORK STOPPAGES**

#### **1. No Strike Pledge:**

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

#### **2. Lock-Out:**

The employer will not lock-out any portion of its employees during the term

of this Agreement.

## **ARTICLE X**

### **SICK LEAVE ABSENCES**

1. Sick Leaves:

All full-time employees shall be entitled to sick leave in the amount of twelve (12) days at full pay each year of their employment. If any such employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum allowable per the Illinois Mutual Retirement Fund plus one year's sick leave (12 days) at full pay.

2. The Director of Maintenance may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

3. Sick leave in excess of the amount accumulated may be granted only upon special recommendation of the Superintendent of Schools and approval by the Board of Education. An individual sick leave record of each employee is to be kept in the Business Office.

4. Sick leave shall be granted for personal illness, quarantine at home, or serious illness or death in the immediate family. Immediate family shall include: father, mother, spouse, children, brother, sister or parent-in-law (or official "steps" of these individuals, as appropriate) and legal guardians of the employee.

5. Employees who have exhausted all earned available time including sick leave and vacation days must apply for a leave of absence. A leave of absence may be granted by the Board of Education upon written request. Upon approval of a leave of absence, the individual's seniority shall be maintained. The employee will be considered for the first available position for which he/she is qualified upon written evidence of his/her physical ability to return to work. If administratively possible, the employee will be returned to his/her old position as soon as possible. No employee, however, shall be granted a leave of absence to seek employment elsewhere. In the case of military service, the provision of the Illinois Selective Service Act shall apply.

6. Except for emergencies, an employee must notify the building Principal and the Director of Maintenance of the intended absence at least eight (8)

hours before the beginning of his/her regular shift, in order to qualify for pay.

7. Allowed sick leave days shall be the employee's work days.

8. An employee not reporting at the beginning of the shift following approved leave, or absent for any other reason except emergencies, shall be docked for all time lost since he/she worked last.

9. An employee on leave shall report to the building Principal and the Director of Maintenance of his/her intent to return to work by 2:00 p.m. the day before returning to work.

10. No employee may leave his/her assignment except at the completion of the day's work period, or until he/she has called or seen the Director or Assistant Director of Maintenance, or reported to the Principal of the building.

11. When a night employee finds that he/she will be absent from his/her duties, it is his/her responsibility to call the office of the Director of Maintenance no later than 12:00 p.m. on the day of the absence. A day employee is expected to call Director of Maintenance as soon as possible but no later than 6:30 a.m. on the day of his/her absence. The Director of Maintenance will assure that there is a procedure in place to allow employees to report their absences during non-office hours or when staff is not able to answer the phone.

12. In the event of an on-the-job injury which causes an employee to be absent from work the employee may use available sick leave during the first three (3) days that precede becoming eligible for Workers' Compensation. The employee will receive Workers' Compensation benefits, if eligible, beginning with the 4<sup>th</sup> day that the employee is absent from work and will not be charged sick leave. Workers' Compensation coverage shall be provided by the Employer.

## **ARTICLE XI**

### **PERSONAL LEAVE**

Two (2) personal leave days will be permitted each year for custodians. Requests for personal leave must be submitted five (5) days prior to the leave time, except in cases of an emergency, where less time for notification may not be possible. In case of an emergency, the employee is to notify the Maintenance Office as soon as possible and a verbal approval for the leave may be given with written forms to follow as soon as possible thereafter.

The leave days are not intended to be vacation days, and cannot be taken one (1) day before or one (1) days after the employee's vacation period, or a holiday. These days are non-cumulative. However, unused personal days will be added to an employee's accumulated sick leave on July 1<sup>st</sup> each year.

## **ARTICLE XII**

### **FAMILY AND MEDICAL LEAVE ACT**

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

## **ARTICLE XIII**

### **FUNERAL LEAVE**

Absences for funerals of persons other than those included in the Sick Leave provision may be approved for one (1) day per year by the Director or Assistant Director of Maintenance. In such cases, request must be filed through appropriate supervisor's office. This day is non-cumulative. This funeral leave may be used for members of your family, non-immediate family, friends or neighbors.

## **ARTICLE XIV**

### **RETIREMENT FUND**

1. All full-time employees are under the provisions of the Illinois Municipal Retirement Fund.

2. A percentage will be deducted from the wages of each employee as established by the Illinois Municipal Fund Board (employee's share). To this deducted amount is added an additional amount as determined by the Illinois Municipal Retirement Fund for the Board of Education (employer's share).

3. Complete information regarding benefits under the fund may be secured from the Assistant Superintendent for Business Services.

## **ARTICLE XV**

### **TRAINING INSTRUCTION, EMPLOYEE RECORDS AND DISMISSAL**

1. Employees may be required to attend training sessions from time to time to learn more about their work. Such required sessions shall be held on paid time, or if not on paid time, employees shall be paid time and one-half. Voluntary training sessions may also be held from time to time and as they are not required, the employee shall not be paid for these sessions. The employer shall assume responsibility for any unusual expenses in connection with the required or voluntary training sessions.

2. Each employee shall have access, upon written request thereof, to any record affecting his/her employment except confidential recommendations or personal references.

3. A system of letters of warning shall be instituted before discipline is taken against an employee. Disciplinary notices and/or written warnings one (1) year old or older shall not be used in a future disciplinary action except in the case of discharge. A second disciplinary letter of warning within a one (1) year period will subject the employee to a disciplinary layoff, or discharge for just cause. However, a letter of warning need not be given to an employee before the penalty of discharge or just cause is imposed. An employee may appeal a warning letter to the grievance procedure.

4. The Board has a right to discharge any employee at any time for just cause such as dishonesty, theft of employee or school property, drinking on the job, smoking in prohibited areas, malicious mischief or leaving the school premises during working hours without notification to and consent of supervisor, intoxication, damage to school property due to carelessness and fighting on school premises, excessive absenteeism or tardiness. The above conditions for dismissal are subject to the grievance procedure of the contract.

## **ARTICLE XVI**

### **INSURANCE**

Health insurance benefits and the employee's share of the premium will be determined by the Board of Education on an annual basis based on the non-binding recommendation of the Insurance Committee. During the life of this contract each

employee covered by this contract will be provided with a \$50,000 term-life insurance policy. One custodian will serve on the Insurance Committee without pay.

## **ARTICLE XVII**

### **UNION MEETINGS BUSINESS AND TITLES**

1. Upon authorization by the Assistant Superintendent of Business Services, union meetings may be held on school property.
2. The Union shall be allowed designated bulletin board privileges in quarters set aside for its members.
3. The Union agrees that it will keep the District notified of the Union Representatives and employees serving on the Union Committee.

## **ARTICLE XVIII**

### **REDUCTION IN FORCE**

When a reduction in force is necessary to adapt to changing conditions, that reduction in force shall begin with the employee who has the least to the most seniority. Those employees laid off by this reduction in force will be called back in order of seniority when a vacancy occurs and the school district agrees to maintain this list for a period of one (1) year following the reduction in force.

## **ARTICLE XIX**

### **FAIR SHARE**

During the term of this Agreement, all non-probationary bargaining unit employees who are not members of the Union shall pay as a condition of employment a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as exclusive representative of the employees covered by this Agreement. The Union shall certify to the Employer the amount of the fair share fee in conformity with federal and state law and the rules of the Illinois Educational Labor Relations Board (IELRB), provided that the fair share fee shall not exceed the dues attributable to being a member of the Union. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any members benefit. The Union shall submit to the Employer a list of employees from whose earnings

the fair share fee shall be deducted and an affidavit which certifies the amount of the fair share fee. The fair share fees provided in this Section shall be deducted by the Employer from the earnings of non-members and remitted to the Union in the same manner as dues are deducted and remitted for members, unless the Employer is required to remit a fee to the IELRB for escrow purposes.

The Union and the Employer shall comply with the rules of the IELRB concerning notice, objections, deductions and related matters contained in the rules. The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the IELRB and the payment shall be made to such organization.

The Union shall indemnify the Board of Education and its employees and agents and hold them harmless against any and all claims, demands, legal costs or other forms of liability, monetary or otherwise, arising out of, or by reason of, any action taken by the Board of Education or its employees and agents in complying with the provisions of this Section. The Board agrees to notify the Union promptly in writing of any written claim, demand or suit in regard to which it will seek to implement the provisions of this paragraph.

## **ARTICLE XX**

### **COPE FUND DEDUCTIONS**

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

I hereby authorize and direct the Kankakee School District to deduct from

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

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

#### **ARTICLE XXI**

#### **OUTSOURCING**

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

#### **ARTICLE XXII**

#### **MANAGEMENT RIGHTS CLAUSE**

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

**ARTICLE XXIII**

**DURATION OF CONTRACT**

It is further stated and agreed that this contract is in force for the period from its ratification by the Board of Education of District No. 111, Kankakee, Illinois up to and including June 30, 2013.

Service Employees International  
Union Local #73

Kankakee School District #111,  
Board of Education

By:

By:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

# ADDENDA

## EXHIBIT A

### CUSTODIAL EMPLOYEES WAGE SCALE

**2010-2011 SCHOOL YEAR (Effective July 1, 2010)**

<u>Position****</u>	<u>Experience</u>		
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
(1) Day Custodian	\$29,414 (14.14)	\$33,171 (15.95)	\$36,842 (17.71)
(2) Night Custodian	\$29,715 (14.29)	\$33,519 (16.11)	\$37,188 (17.88)
(3) Groundsmen	\$29,484 (14.18)	\$33,643 (16.17)	\$37,359 (17.96)
(4) Night Leader* (KHS,KJHS, Kennedy, King, LCC)	\$30,260 (14.55)	\$34,063 (16.38)	\$37,732 (18.14)
(5) Head Custodian** (All schools not listed below)	\$30,903 (14.86)	\$34,618 (16.64)	\$38,289 (18.41)
(6) Head Custodian, Head Groundsmen, Courier** (KHS,KJHS, Kennedy, King***, LCC)	\$32,547 (15.65)	\$36,261 (17.43)	\$40,018 (19.24)

Notes:

- \* = The Night Leader positions assume additional responsibilities for their school's night crew.
- \*\* = The Head Custodian positions include boiler responsibilities.
- \*\*\* = King School has no boiler, but this position does include additional gym responsibilities.
- \*\*\*\* = Those individuals holding positions involving additional responsibilities will be designated by management. The additional responsibility stipends for the 2010-2011 school year have been included in the above listed wages and are as follows:

<u>Position</u>	<u>Stipend</u>
(4)	\$544
(5)	\$1,447
(6)	\$3,177

- General = Team Leaders for Summer Cleaning Crews will be selected by the administration based on interest, qualifications and experience. These positions will be posted and the best candidates, as determined by the administration, will be assigned as Team Leaders. A \$500 stipend will be provided for this assignment, beginning in the summer of 2007, and the stipend may be shared proportionately should more than one person fill the position during this time (based on a ten week Summer Cleaning Period).
- General = Any employee who is regularly scheduled to travel between schools during their work shift will be entitled to travel pay at the standard District rate.

# ADDENDA

## EXHIBIT B

### CUSTODIAL EMPLOYEES WAGE SCALE

**2011-2012 SCHOOL YEAR (Effective July 1, 2011)**

<u>Position****</u>	<u>Experience</u>		
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
(1) Day Custodian	\$30,208 (14.52)	\$34,067 (16.38)	\$37,837 (18.19)
(2) Night Custodian	\$30,517 (14.67)	\$34,424 (16.55)	\$38,192 (18.36)
(3) Groundsmen	\$30,280 (14.56)	\$34,551 (16.61)	\$38,368 (18.45)
(4) Night Leader* (KHS,KJHS, Kennedy, King, LCC)	\$31,077 (14.94)	\$34,983 (16.82)	\$38,751 (18.63)
(5) Head Custodian** (All schools not listed below)	\$31,737 (15.26)	\$35,553 (17.09)	\$39,323 (18.91)
(6) Head Custodian, Head Groundsmen, Courier** (KHS,KJHS, Kennedy, King***, LCC)	\$33,426 (16.07)	\$37,240 (17.90)	\$41,098 (19.76)

**Notes:**

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

\*\* = The Head Custodian positions include boiler responsibilities.

\*\*\* = King School has no boiler, but this position does include additional gym responsibilities.

\*\*\*\* = Those individuals holding positions involving additional responsibilities will be designated by management. The additional responsibility stipends for the 2011-2012 school year have been included in the above listed wages and are as follows:

<u>Position</u>	<u>Stipend</u>
(4)	\$559
(5)	\$1,486
(6)	\$3,263

General = Team Leaders for Summer Cleaning Crews will be selected by the administration based on interest, qualifications and experience. These positions will be posted and the best candidates, as determined by the administration, will be assigned as Team Leaders. A \$500 stipend will be provided for this assignment, beginning in the summer of 2007, and the stipend may be shared proportionately should more than one person fill the position during this time (based on a ten week Summer Cleaning Period).

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

# ADDENDA

## EXHIBIT C

### CUSTODIAL EMPLOYEES WAGE SCALE

**2012-2013 SCHOOL YEAR (Effective July 1, 2012)**

<u>Position****</u>	<u>Experience</u>		
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
(1) Day Custodian	\$31,114 (14.96)	\$35,089 (16.87)	\$38,972 (18.74)
(2) Night Custodian	\$31,433 (15.11)	\$35,457 (17.05)	\$39,338 (18.91)
(3) Groundsmen	\$31,188 (14.99)	\$35,588 (17.11)	\$39,519 (19.00)
(4) Night Leader* (KHS,KJHS, Kennedy, King, LCC)	\$32,009 (15.39)	\$36,032 (17.32)	\$39,913 (19.19)
(5) Head Custodian** (All schools not listed below)	\$32,690 (15.72)	\$36,619 (17.61)	\$40,502 (19.47)
(6) Head Custodian, Head Groundsmen, Courier** (KHS,KJHS, Kennedy, King***, LCC)	\$34,429 (16.55)	\$38,357 (18.44)	\$42,331 (20.35)

Notes:

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

\*\* = The Head Custodian positions include boiler responsibilities.

\*\*\* = King School has no boiler, but this position does include additional gym responsibilities.

\*\*\*\* = Those individuals holding positions involving additional responsibilities will be designated by management. The additional responsibility stipends for the 2009-2010 school year have been included in the above listed wages and are as follows:

<u>Position</u>	<u>Stipend</u>
(4)	\$576
(5)	\$1,531
(6)	\$3,361

General = Team Leaders for Summer Cleaning Crews will be selected by the administration based on interest, qualifications and experience. These positions will be posted and the best candidates, as determined by the administration, will be assigned as Team Leaders. A \$500 stipend will be provided for this assignment, beginning in the summer of 2007, and the stipend may be shared proportionately should more than one person fill the position during this time (based on a ten week Summer Cleaning Period).

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

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

In addition to the foregoing, an employee may apply the annual Board determined allotment to purchase district-approved uniform pieces as needed. Receipts for such purchases shall be submitted to the Maintenance Department for reimbursement to the employee. The Board shall not reimburse any employee for uniform pieces that are greater than the annual allotment or more than the price for the purchased uniform piece(s).

A stipend in the amount of \$400 (four-hundred dollars) will be paid to each Team Leader to be selected by the Administration on an annual basis. Those who are interested in holding this position must apply in response to a vacancy announcement. This stipend amount may be split between two or more workers who share in team leader responsibilities.

## **ADDENDA**

### **EXHIBIT D**

In addition to the foregoing, an employee will be allowed to apply an annual \$50 allotment to a Board-approved vendor to purchase district-approved uniform pieces as needed. This allotment can be used in place of, and not in addition to, the yearly provided district uniform. Employees must wear uniform shirts when on duty.

## **ADDENDA**

### **EXHIBIT E**

#### **CUSTODIAL JOB DESCRIPTION**

##### **LIST OF ACTIVITIES – GENERAL OPERATIONS**

1. Housekeeping (cleaning and sanitation)  
Daily-routine cleaning building interiors  
Routine servicing lavatory fixtures, drinking fountains, etc.  
  
Periodic-Cleaning - Windows  
    duct work and breaching  
    electrical fixtures  
    filters  
    Washing -- walls  
    Venetian blinds  
Floor Care - wash and polishing, buffing, etc.  
    (other than washing, sweeping or dusting)  
    Cleaning - roof gutters, downspouts and drains
2. Operation of Mechanical and Electrical Plant  
(plumbing, heating, ventilation, air conditioning and electrical)  
Daily-testing of alarm and communication systems, bells,  
    batteries, emergency lights, standby power, etc.  
    -- testing of boiler water, boiler feed water, fuel  
    additives, swimming pool chemical treatments, etc.  
    where applicable  
    -- firing of boiler plants (automatic)  
    -- adjustments to control settings-mechanical equipment  
    -- cleaning of burners; boilers and related equipment,  
    incinerators, boiler room and equipment rooms  
    -- replace burned out lights  
  
Periodic - oiling and greasing equipment  
    -- replacement of disposal filters  
    -- servicing swimming pool filtration and injector equipment  
    -- relamping of fixtures  
    -- checking air conditioning exterior towers and

related equipment

3. Safety and Security
  - Daily-exit panic hardware check
    - lock-up of windows and doors at end of day
    - lock-up gate
    - checking of fire prevention equipment (sprinklers, detectors, fire hoses, extinguisher, etc.)
  - Periodic-checking of gym equipment (climbing ropes, etc.)
    - checking of fire escapes
    - checking of window guards
    - checking of flag poles
    - checking of bleachers where applicable
    - checking of roof hatches
    - checking fire safety conditions of premises
4. Equipment Servicing and Operation
  - Periodic-checking of custodial equipment (powered)
    - checking of custodial equipment (other)
    - checking of furniture
    - minor repairs to furniture (replacement of gliders, etc.)
5. Upkeep of Grounds
  - Daily-watering of vegetation
    - grass cutting, planting, bed cultivation and trimming
    - sweeping of hard surface areas
    - raking of leaves, etc.
    - clean-up of vehicle spillage and foreign deposits
    - snow removal, salting and sanding, icicle removal
    - planting of flowers, shrubs, etc.
    - weeding
6. Minor Repairs
  - Daily-plumbing fixtures (washers, packings, etc.)
    - hardware (door checks, locksets, hinges, etc.)
    - electrical (replace switches, plugs, receptacles, etc.)
  - Periodic-Painting -- touch-up work
    - gym and other wooden floor refinishing
    - custodial areas

- other areas
- replace ceiling and floor tile as required

7. Servicing Occupants

Daily-preparing building for occupancy

- handling of flags
- moving, setting up educational equipment
- servicing dispensers in washrooms, lunchrooms, etc.
- receipts, storage and distribution of supplies
- sundry requests from principal and staff
- public relations

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

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

**MEMORANDUM OF UNDERSTANDING**

The Board of Education agrees that retroactivity will be paid on all monies including overtime earned by workers covered under this Agreement beginning July 1, 2010.