

AGREEMENT

WORKING CONDITIONS
AND WAGE SCHEDULE

BETWEEN

DECATUR PUBLIC SCHOOLS
BOARD OF EDUCATION
DISTRICT NO. 61

AND

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL NO. 73
CUSTODIANS "A" TEAM

July 1, 2020 through June 30, 2024

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ARTICLE I

RECOGNITION

1. This is a statement of wage schedule and working conditions, hereafter referred to as Agreement, between the Decatur Public School District No. 61 Board of Education and the Service Employees International Union Local #73, covering wages and general working conditions of employees affiliated with Local #73 who are employed in Decatur Public Schools, hereafter referred to as the School Board. This Board recognizes Local #73 for the classification of employees known as Custodians "A" Team.
2. The contents of this Agreement shall continue from year to year unless either party notifies the other in writing at least ninety (90) days prior to the contract's June 30 expiration, of their desire to change, alter, or modify the contents of the Agreement. Both parties shall meet at least sixty (60) days prior to the June 30 contract's expiration to discuss the proposed modifications.
3. Both parties hereby agree that this Agreement covers all work performed by the custodians as scheduled and that for the purpose of clarification of any clause that might hereafter be in question, a statement covering the intent of such clause should be agreed upon by both parties, attached hereto, and made a part of this Agreement.
4. Dues Deduction
 - A. Upon receipt of a signed authorization card from an employee employed in the bargaining unit the employer shall deduct the amount of Union dues set forth by the Union and any authorized increase therein, and shall remit such deductions monthly to the Secretary-Treasurer of the Union at the address designated by the Union in accordance with the law of the State of Illinois until such time as the Union advises the District that the employee's deductions should cease. The Union shall advise the employer of any increase in dues, in writing, at least fifteen calendar days prior to its effective date.
 - B. CHECKOFF DEDUCTIONS. The Employer agrees to deduct each month, union dues, assessments, and union sponsored benefit program contributions from the pay of those employees who are union members covered by this Agreement and who individually, on a form provided by the union, request in writing that such deductions be made. The union shall certify the current amount of union deductions. A union member desiring to revoke their union membership, may do so by written notice to the Employer and the Union during the thirty (30) day period prior to the expiration date of this contract.
 - C. COPE. The Employer agrees to deduct from the pay of those members who individually request it voluntary contributions to the SEIU Local 73 COPE Fund. The Union shall notify the Employer of the pay period amount that is to be

deducted, and shall provide proof of the employee's request for deduction. Such amounts shall be remitted to the Union every pay period until the employee directs the Employer that such deductions discontinue.

- D. Web-Based and Electronic Sign-Ups. The Union shall provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded telephone calls, by submitting to the Union an online deduction form authorization, or by another means of indicating agreement allowable under state and federal law. The parties acknowledge and agree that the term "written authorization" and any similar term used in this Agreement include authorizations created and maintained by the use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of the Union dues and fees from wages or payments for remittance for the union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirements of state and federal law.
- E. HOLD HARMLESS. In the event of any legal action against the Employer or its agent(s) is brought in a court or administrative agency because of Employer's compliance with this Article, Union agrees to defend such action, at its own expense through its own counsel, provided the Employer or its agent(s) gives timely notice of such action in writing to Union and permits Union intervention as a party if it so desires. The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer and its agent(s) from any liability for damages and costs imposed by a final judgment of a court of administrative agency as a direct consequence of the Employer's good faith compliance or attempted compliance with this Article.
5. The School Board and Local #73 have a common and sympathetic interest in the Decatur Public School system; therefore, harmonious relations are necessary to improve and maintain efficient organization in the school system. Confidence and mutual understanding between the respective parties will help to promote more efficient operation of the school system.
6. The School Board, through its appointed representative, shall negotiate with Local #73 custodians represented by a bargaining committee designated as "A" Team.

ARTICLE II

GRIEVANCE PROCEDURE

1. A grievance shall mean a written complaint by a member of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of working conditions, fringe benefits, or wages, specified in this Agreement.
2. The purpose for this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise.
3. All grievance proceedings, but not necessarily the grievance itself, shall be kept confidential, and the proceedings shall be informal, as is mutually agreeable. Records shall be kept by all parties to the grievance. The number of days indicated in each step listed below shall be considered the maximum allowable to all parties, and every effort shall be made to expedite the proceedings. Time restrictions herein may be extended by mutual agreement. The employee(s) and the employer agree to follow the procedures outlined in the following steps:

Step 1. Any claim shall first be presented orally to the most immediate supervisor (foreman or principal, whichever is applicable), within five (5) working days of event, or five (5) working days of employee's knowledge of event. The Supervisor of Custodians will respond to the oral grievance within five (5) working days from notice of the oral grievance.

Step 2. Failing to reach a satisfactory agreement, the employee shall discuss the grievance with the Chief Steward or his/her designated representative. The Chief Steward may designate an assistant steward for each shift to handle grievances in his/her absence. If the Chief Steward has a grievance, the Business Agent may represent him/her.

Step 3. If a satisfactory resolution of the claim cannot be reached orally through the Chief Steward, then a formal written grievance shall be presented by the Chief Steward or his/her designate to the Director of Buildings and Grounds within ten (10) working days of the oral discussion. The formal grievance and the administrator's reply shall be in writing in duplicate (2) on the forms provided.

In stating his/her grievance the employee must specify the Article and Section of this Agreement which was allegedly violated, and give pertinent evidence in support of his/her grievance.

Step 4. All copies of the grievance must be signed by the employee. The Director of Buildings and Grounds shall certify with his/her signature the date and hour of

receipt of the grievance. This certification shall be witnessed by the Chief Steward, or his/her designate.

Step 5. The Director of Buildings and Grounds shall within five (5) working days of receipt of grievance present his/her reply to the Chief Steward or his/her designate. The Chief Steward shall certify with his/her signature the date and hour of receipt of the reply. This certification shall be witnessed by the Director of Buildings and Grounds.

Step 6. The grievance shall be regarded as settled and closed five (5) working days after receipt of the reply from the Director of Buildings and Grounds, providing the employee has not signed and presented to the Director of Human Resources the form for appeal.

4. If the employee wishes to appeal the reply of the Director of Buildings and Grounds, he/she shall within five (5) working days request a meeting with the Director of Human Resources. The Director of Human Resources or his/her representative will then schedule a meeting with the claimant, Chief Steward, and/or Business Agent, and/or Union President, and other District representatives so designated by the Director of Human Resources at a time convenient to all parties. The decision of the Director of Human Resources shall be sent to the Chief Steward within five (5) days following the meeting.
5. If the union wishes to appeal the decision of the Director of Human Resources, he/she must request within five (5) working days of receipt of the decision of the Director of Human Resources that the grievance be referred through the Superintendent of Schools to binding arbitration.

BINDING ARBITRATION

Upon request of the grievant and the Union, the unresolved grievance will be referred to binding arbitration. The arbitration shall be conducted by an arbitrator to be selected by the Board and the Union. If the parties are unable to agree upon an arbitrator within seven (7) days, the parties shall jointly request the American Arbitration Association to provide a list of arbitrators. Each party will strike unacceptable names from the list and number the remaining names in the order of preference. The American Arbitration Association will select an arbitrator receiving the lowest composite ranking. If no name was preference by both parties, then both parties will proceed in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator will be binding on both parties. The arbitrator shall have no power to alter the terms of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Union. His/her decision must be based only upon his/her interpretation of the meaning or application of the language of this Agreement. Expenses for the arbitrator's services will be borne equally by the Board and the Union.

ARTICLE III

SENIORITY

1. Custodians shall have seniority dating from their first date of continuous service as a custodian. For purposes of this Article, seniority will accrue on a District-wide level within the bargaining unit. Should a reduction of force or abolishment of a job be necessary, the custodian with the least seniority shall be the first to be laid off. The last employee laid off shall be the first employee to be recalled. Should a job be abolished, the employee who held the job will be assigned temporarily to any vacancy which may exist until the bidding process is exhausted. If a head custodian is laid off because of a reduction of force, the job will be rebid. Part-time employees will be dismissed before full-time employees. The full-time employee with the shorter length of continuing service with the district, within the respective category of position, shall be dismissed first.

If the Board has any vacancies for the following school term, or within 18 months from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employee so removed or dismissed.

Full-time probationary employees will be considered full-time when reduction in force is implemented.

2. A job shall be considered vacant only for the following reasons: (For bidding purposes, a job is considered to be an established position with assigned job duties.)
 - A. Resignation or discharge of employee from a job.
 - B. Death of employee holding a job.
 - C. Jobs that are left vacant by an employee bidding another vacancy within the District.
 - D. Creation of a new job.
 - E. Job declared vacant due to retirement of an employee.

Any current custodian who is awarded the job through the established bidding process, shall be entitled to a trial period of ninety (90) calendar days during which he/she may be disqualified if he/she is unable to show enough ability to continue on the job. Any disqualification shall be subject to grievance (except probationary employees).

All head custodial openings shall be posted for bid and filled by the most senior applicant scoring eighty percent (80%) on the custodial rating form, a copy of which is attached hereto as Appendix A. There shall be a minimum of two scorers with knowledge of the applicant who complete the custodial rating form. The interview process shall be conducted by custodian foreman, at the employer's discretion, or other buildings and grounds department representatives and the receiving building's administrator who is knowledgeable of the building or facility to be cleaned. The Union may designate an

observer to participate in the interview process. The Union observer may be present during the interviews and may offer oral input to the scoring, but shall not score applicants. Interviews shall be held with the three most senior applicants, provided, however, there may be fewer than three interviews if there are fewer than three applicants. Interviews should be held within one (1) week after the vacancy occurs and employees shall be allowed five (5) calendar days to bid on openings. All bids shall be filed electronically with the Director of Buildings and Grounds. Members transferred by written application to a classification other than their own shall be paid the minimum rate for the classification to which transferred.

3. Custodians desiring a maintenance position shall make written application for maintenance openings. Any custodian who is disqualified for a maintenance position shall return to whatever vacant equivalent position he/she left or he/she shall bump the custodian with the least seniority in said classification providing the custodian has more seniority than the member he/she bumps. All non-head custodial openings shall be posted for bid and filled according to seniority. This should be done within one week after the vacancy occurs and employees shall be allowed five (5) calendar days to bid on openings. All bids shall be filed electronically and shall be filed as follows: one copy to the Director of Buildings and Grounds, one copy to the Union Chief Steward and one copy to the Director of Personnel. Members transferred by written application to a classification other than their own shall be paid the minimum rate for the classification to which transferred.
4. Members transferred via the bidding process are limited to two awarded transfers per fiscal year.
5. Probationary members. All new employees shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The School Board, through its appointed representative, shall have the right to discharge any employee in such status and no grievance shall arise there from. After members have completed their probationary period, their names shall be placed on the seniority list and seniority shall start from the date of hiring.
6. Before employing new people, the Board must recall any member who has been laid off for lack of work. Said member, upon being notified by registered mail, must report his/her intention to return within seven (7) calendar days to retain his/her seniority and must report for work within one (1) week from date of filing his/her intention to return. Failing to comply, he/she will waive all right of employment. A member on disability shall report for work on the first work day following his/her release by the attending physician, and failing to report he/she will waive all right to employment.
7. The District shall comply with the Family Military Leave Act and the associated leave requirements of 820 ILCS 151/1 et. seq. Covered employees shall not suffer loss of seniority rights or other privileges due to service as defined in the Act.

8. All non-bargaining unit positions shall be posted and currently employed personnel, who are qualified, will be considered and interviewed for that position.
9. Vacancies shall be posted on the District's electronic hiring system, and it is the responsibility of the members to monitor the status of vacancies throughout the District.
10. All job bids and notifications shall be done through the District's electronic application process. The District will provide training to all employees on the use of electronic applications. The successful bidder for any position shall be placed in such position within fourteen (14) calendar days of the expiration of the bid notice. The fourteen (14) calendar day limit can be extended by mutual agreement.
11. Members may be transferred from one shift to another without bidding. A shift transfer shall take into consideration the efficiency of the department. Any position that remains open after the bidding process has been completed will be offered to volunteers by seniority.
12. Prior to implementing any change in job assignments, the Director of Building and Grounds or his or her designee shall meet with the representatives of the Union to discuss the reason(s) for the change and other possible solutions. A mutual agreement between the parties will be reached prior to any changes taking effect.

ARTICLE IV

DISCIPLINE, DISCHARGE AND SUSPENSION

PERFORMANCE OF DUTIES

1. It is hereby agreed that all members of Local #73 shall comply with all working rules and perform in a satisfactory manner the duties assigned and in the manner prescribed by their supervisors in accordance with approved custodial job descriptions.
2. At its option the School Board, through its appointed representatives, may suspend rather than discharge an employee if in their opinion the situation warrants such action. The maximum period of such suspension shall be ninety (90) days. In determining whether an employee should be discharged or suspended, the School Board will consider the employee's employment record and any other pertinent information, and their decision shall be final.
3. The discharge or suspension of an employee shall be handled in the following manner:
 - A. When the School Board or its representative determines to discharge or suspend an employee for just cause, he/she shall be suspended immediately and subsequently given a written notice indicating either discharge or suspension.

- B. Grievances involving suspension or termination shall be filed directly at the 4th level of the grievance procedure with the Director of Human Resources bypassing all prior steps of the grievance process. The Department of Human Resources will, within 48 hours, schedule a grievance meeting to be held within 5 working days of receipt of the written grievance, and the parties shall proceed as outlined in Article II Sections 4 and 5.

- 4. Any letter of reprimand or of negative content included in a personnel file shall be subject to administrative review upon written request by the employee after three (3) years following the occurrence, unless otherwise agreed to by both parties. Any letter regarding an offense under Section 5.B. hereof or any offense for which an employee has been suspended will remain in the employee's file. Any reprimand or negative notation which does not expose the District to long-term liability shall be removed from the personnel file. Written warnings removed from a personnel file which were issued three (3) years or more prior to a current related disciplinary action will not be considered in such current related disciplinary action provided that the employee has received no form of discipline during this three (3) year period.

- 5. Discipline
 - A. Definition. The Board understands that progressive discipline may be applicable to certain disciplinary situations. Employee shall be notified of their right to representation when discipline is contemplated by the employer. Progressive discipline, where applicable, is intended to correct employee deficiencies and shall consist of any or all of the following:
 - 1. Written Warning
 - 2. Written Reprimand
 - 3. Suspension
 - 4. Discharge

Discipline will be issued for just cause and will be issued as soon as practicable after the Employer becomes aware of the event or action giving rise to the discipline. An effort will be made to administer such discipline within thirty (30) days of the time the Employer becomes aware of the event or action giving rise to the discipline. In the event the board is unable to obtain evidence to support its charges due to matters beyond its control, the employee will be notified within the thirty (30) day period that discipline may be administered at a later time when the evidence becomes available to the Board.

- B. The School Board, through its appointed representative, shall not discharge or suspend employee(s) without just cause and in respect to discharge shall give at least one (1) warning notice of the complaint against such employee to the employee in writing and a copy of the same to Local #73, except that no warning notice need be given to an employee before he/she is discharged if the cause of the discharge is:

1. Willfully causing or a viable threat as determined by the administration intending to cause bodily injury to any person upon the school premises.
 2. Possession or use of intoxicants or drugs and/or being intoxicated or under the influence of drugs on school premises or by not keeping a good moral standard.
 3. Stealing school property or property of others.
 4. Willful destruction of school property or damage to school property because of carelessness, neglect, or not following instructions pertaining to the care and operation of such property and equipment.
 5. Willful insubordination or sleeping on the job. Refusal or failure to perform work assigned. Use of abusive or threatening language, or action toward the foreman, supervisor, or other employees.
 6. Employees who accept regular employment during the work week in addition to their assignment with the Decatur Public Schools and it interferes in any way with their job with the Decatur Public Schools.
 7. Any employee who leaves a job during regular employment hours without consent of the Director of Buildings and Grounds, his assistant, or the school principal is subject to disciplinary action unless the employee is required to leave due to an imminent emergency. If an employee must leave due to an imminent emergency he/she shall call the Buildings and Grounds office during the day shift or a foreman during second shift as soon as possible. The employee will explain the nature of the emergency. The employer shall advise all employees of the appropriate manner of contacting the foreman on duty.
 8. Use of school vehicles, machines, tools, etc., for personal or private use without the proper approval of the Superintendent of Schools or his/her designated representative.
 9. Applicants for new jobs or transfers to new classifications shall sign a statement certifying to correctness of date on the application. Should it be found that the applicant knowingly falsified the report, it shall be grounds for dismissal.
- C. Manner of Discipline Issuance. Discipline will be issued to an employee with a reasonable expectation of privacy so as not to cause unnecessary embarrassment to the employee.
- D. Pre-Disciplinary and Fact Finding Meeting and Notification. When the Board is contemplating administering discipline, a pre-disciplinary fact finding meeting

will be held. The Board will provide written notice to the employee of said meeting, except in cases of emergency, which the Board alone may define. Such notice shall contain the reason, date, time and location of the meeting and shall inform the employee of his/her right to Union representation. At the meeting the employee or his/her Union representative shall be given the opportunity to provide evidence and/or statements relative to the issue being investigated.

- E. Written Warning. In case of written warnings the supervisor must provide the employee a letter explaining the reason for the discipline.
- F. Notification of Disciplinary Action. In the event disciplinary action is taken against an employee the Board shall promptly furnish the Union through its designated representative, and the employee with written notice of such disciplinary action and the reason therefore.

ARTICLE V

COMPENSATION AND INSURANCE

COMPENSATION

- 1. The wage rates of all employees covered by this Agreement are set forth in Appendix B which is attached hereto and made a part hereof.
- 2. Staff members shall be paid via electronic direct deposit into the bank account of their choosing. Payroll statements reflecting deposits shall be sent to all employees at their individual District email accounts according to the District’s established payroll schedule.
- 3. Pension

Staff members who participate in the Illinois Municipal Retirement Fund will be granted an increase in gross earnings according to the following schedule:

<u>Years of District Experience</u>	<u>Percentage</u>
15-17	0.5%
18	1.0%
19	1.5%
20	2.0%
21	2.5%
22	3.0%
23	3.5%
24	4.0%
25	4.5%

4. End of Career Bonus

The X-step is intended as a one (1) year end of career bonus to be paid post-retirement to qualifying retiring employees in recognition of the many years of faithful and dedicated service the employee has given to the school district. The bonus shall be paid not earlier than thirty-one (31) days following issuance of the final paycheck to the employee and shall not be counted as or credited toward IMRF creditable earnings. In order to qualify for an X-step salary rate for the final year of employment, an employee must be eligible for IMRF retirement criteria and have been employed at least 8-15 years (\$500.00), 16-20 years (\$1,000), 21-25 years (\$2,000), 26 plus years (\$4,000) with the Decatur Public School District 61. No later than sixty (60) days prior to the stated retirement date, the employee must have notified the Director of Human Resources in writing that he/she will be retiring upon the specified date.

INSURANCE

1. The Board of Education shall provide for each employee the health insurance plan in effect for the Teachers (DEA contract) Any regular employee who works as much as four (4) hours per day but not five (5) hours will be provided the same coverage if they elect to pay one-half (½) of the premium. The premium will include the same subsidy as provided in the Decatur Education Association contract (Teachers). An employee may elect to participate in the employer plan post retirement provided the employee pays the entirety of the relevant premium. Coverage shall end when the retiree or dependent reaches 65, whichever comes first.
2. The Board will provide for each full-time employee paid life insurance in the amount of \$20,000. Any regular employee who works as much as four (4) hours per day but not five (5) hours will be provided the same coverage if they wish to pay one-half (½) of the premium.

ARTICLE VI

OVERTIME

1. When overtime is required only employees qualified to perform work will be assigned. However, those disqualified for a certain overtime job will not be charged as time worked or turned down. The decision as to whether an employee is qualified for a particular assignment is the responsibility of the Director of Buildings and Grounds or his/her designated representative. Overtime shall be divided as equally as possible, according to the requirements of the overtime work. When overtime is offered, the employee must accept or reject the overtime before the end of the current shift.
2. An up to date list showing overtime hours shall be kept within the building and shall be made available to those employees working within that building or department, upon

request. The overtime board will be maintained on the basis of hours of overtime worked in order to divide as equally as possible overtime work. When a new employee begins work he/she will be placed at the bottom of the overtime list and charged with the highest amount of overtime of any employee on the overtime board. When overtime is required, the person with the least number of overtime hours shall be asked first in an attempt to equalize overtime hours. The first overtime offered will be considered the first to be worked and will not be reassigned. Refusal of overtime work on the part of an employee will result in crediting the employee with the hours refused, just as if he/she had worked the hours.

Filling overtime and keeping an updated list of overtime hours is the responsibility of management and no bargaining unit employee will be placed in a position of offering overtime or keeping overtime lists. Employees who do not answer or return the call before the work is assigned shall be charged the amount of overtime being offered.

3. In the event of an emergency, overtime may be assigned to persons as necessary.
4. Any errors made in maintaining the overtime board will be corrected and subsequent assignment of overtime will be made on the basis of the corrected overtime board. No employee will be paid for any overtime which he/she may have temporarily lost because of an error in the overtime board.
5. Overtime records will be zeroed at the beginning of each fiscal year.
6. When overtime work is required overtime will be filled by a low hour, high seniority basis. Seniority will be based on the date of employment with the district. When overtime exists in a certain building, the employee's normally assigned to that building will be offered that overtime prior to other employees.

ARTICLE VII

VACATION AND HOLIDAYS

1. VACATION
 - A. Employees with one (1) year seniority (hired after July 1) shall receive one (1) week vacation with pay; those with two (2) through five (5) years seniority shall receive two (2) weeks with pay; those with six (6) through eleven (11) years seniority shall receive three (3) weeks vacation with pay; and those with twelve (12) or more years seniority shall receive four (4) weeks vacation with pay. Part-time employees will receive prorated vacation.
 - B. An employee shall be employed on or before October 1 in order to receive the above benefits. An employee hired after October 1 shall receive pro-rated vacation entitlement. Subject to the need to maintain an adequate work force to

ensure that the services of the department will not be impaired, vacation may be scheduled at any time during the fiscal year as needed but preferably in one-week increments. All vacation dates shall be subject to the approval of the Director of Buildings and Grounds.

Requests for vacation shall be submitted at least one (1) week in advance. Requests for vacation will be answered within one (1) week of the receipt of the request. Vacation requests submitted with less than (1) one week notice will be answered in a timely fashion and subject to the staffing needs of the department and the approval of the Director of Buildings and Grounds.

Once a vacation has been approved no changes will be made except in an emergency. For purposes of determining vacation entitlement, seniority shall be based on the last date of employment with the district. If more than one request is received for the same vacation dates, seniority will prevail.

Two weeks of carryover vacation will be granted upon request. The maximum carryover shall be two weeks beyond the normal vacation entitlement.

- C. After a full year of employment with District No. 61, any building service employee who voluntarily terminates his/her employment shall be awarded, upon termination, the prorated earned vacation days.
- D. An employee must have worked a minimum of sixty (60) percent of his/her scheduled working days in the twelve (12) months preceding June 1 of the vacation year in order to be eligible for any vacation. Any authorized use of sick days will be counted as part of the 60% scheduled working days.
- E. Vacation pay is to be based upon normal work shift rate during the school year.
- F. There will be no dock days except those noted in Article IX. Administration shall retain exclusive discretion to grant dock days based upon exceptional circumstances.

2. LEGAL HOLIDAYS

- A. When the following legal holidays fall within a work week (Monday through Friday), there will be no deduction of pay. If the holiday falls on Saturday or Sunday and is not granted on the preceding Friday, succeeding Monday or on another date during the current fiscal year, that holiday will be added to the employee's vacation entitlement.

New Year's Day	Columbus Day
President's Day	Veterans Day
Friday before Easter	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Eve

Labor Day
Casmir Pulaski Day

Christmas Day
Martin Luther King, Jr. Holiday

An employee must be in pay status the day before and the day after a holiday to be paid for the holiday. If ill the day before or after a holiday, the employee must have and use benefit time in order to be paid for the holiday.

Should any above listed Holidays be determined by the School District to be a day of work, the School District will contact the Union as soon as it becomes aware of the change to discuss a possible alternative day for the Holiday. Any changes in the Holiday schedule shall only be by mutual agreement.

ARTICLE VIII

SICK, FUNERAL, COURT LEAVE & PERSONAL DAY

1. SICK LEAVE

- A. Each full-time employee shall be allowed during each fiscal year fifteen (15) days leave without loss of pay for his/her own illness or quarantine, or for death in the immediate family or in his/her own home. The immediate family as defined by Illinois statute 105 ILCS 5/24-6: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. If an employee is absent for illness other than his/her own, a doctor's statement will be required. If personal illness is claimed, a doctor's statement may be required after an employee has been absent three days. A doctor's statement may be required in certain other cases by the School District where the absence of the employee is less than three days. In this case, the cost of obtaining this certificate shall be borne by the District and the District may require in this instance the employee to see a doctor of its own choosing. If an employee is absent for serious illness or for hospitalization, a doctor's release for regular duties must be presented before returning to work.
- B. Employees hired after July 1 shall be credited with a proportionate number of sick leave days rounded off to the nearest one-half (1/2) day.
- C. If the employee does not use the full amount of sick leave during the fiscal year, the amount unused may accumulate to a total of 2,040 hours exclusive of the current year. Unused sick days will be reported to IMRF for the purpose of service credit allowed by law.
- D. Accumulated sick leave shall automatically terminate on the date that an employee's employment terminates. Employees reduced in force who are re-employed within one calendar year following termination due to elimination of a position, shall receive the sick leave entitlement held prior to termination.

- E. If an employee is released by his/her physician for light duty, and the Board's doctor concurs, with the consent and on the conditions set forth by the Director of Building and Grounds, an employee may be assigned to light duty if an available position exists.
- F. Any unused vacation days beyond the two (2)-week carryover, up to five (5) such days, shall roll over to sick leave on June 30 of each year. Upon request a Bargaining Unit employee may take vacation days as sick days, waiving the seven (7) day preapproval, at the discretion of the Director of Buildings and Grounds.

2. FUNERAL LEAVE

- A. Absence for attendance at funerals shall be allowable under accrued sick leave.
- B. If an employee is requested to serve as a pall bearer and, to do so he/she must be absent from work, the absence shall be considered time off without pay unless the employee elects to have it charged to his/her sick leave.

3. COURT LEAVE

Any employee summoned for jury duty or issued a court subpoena shall be paid his/her full salary for each working day of absence, provided that the employee pays the District the jury fee or witness fee and further provided the employee returns to work after being excused from such duty. A statement of hours actually served may be required. This provision is not applicable if the staff member is a witness against the School District, the Board of Education or its representative(s) as a result of any legal actions commenced by or on behalf of the parent organization(s) of Service Employees International Union, Local #73, its agents or members, or as the result of any legal actions arising from collective negotiations between the Service Employees International Union, Local #73 and the Board of Education.

4. PERSONAL DAY

Each full-time employee shall be allowed during the fiscal year four (4) personal days with such to be deducted from sick leave. Personal leave days shall be requested in accordance with current sick time call-in policy. The employee shall inform the office of the Director of Buildings and Grounds that such days shall be designated as personal days. No personal days will be taken the day before or after a holiday unless permission is granted by the Director of Buildings and Grounds.

ARTICLE IX

LEAVES OF ABSENCE, MATERNITY, DISABILITY & EXTENDED ILLNESS

1. LEAVES OF ABSENCE

To obtain a leave of absence the person desiring the leave must have at least one year continuous and satisfactory service with the Decatur School District No. 61. The leave of absence shall be for a specified period, not to exceed one (1) year. The purpose of the leave of absence shall be to further the employee's education. In most cases, the purpose for leave of absence shall be directly related to the requestor's job. The time on leave shall accrue to the employee's seniority and he/she shall return to the job held at the time the leave of absence began. The employee desiring leave of absence shall submit his/her request in writing to the Director of Buildings and Grounds and the Superintendent of Schools at least thirty (30) days prior to the starting date of the requested leave of absence. Should a Business Agent's union work require him/her to take a leave of absence not to exceed one year, he/she shall not lose any seniority and shall return to his/her original job at his/her earliest convenience. Leave shall be requested in writing to the Board of Education.

2. FAMILY AND MEDICAL LEAVE ACT

The Board shall comply with the Family and Medical Leave Act.

3. DISABILITY & EXTENDED ILLNESS

Any staff member whose disability or personal illness extends beyond the period compensated under Article VIII and after the expiration of any Family and Medical Leave Act leave as provided in Paragraph 2 will be granted a leave of absence without pay or increment until such time as a physician certifies the staff member is capable of returning to work. The Board may request an examination by a Board-appointed physician or psychiatrist. Members must use all accrued benefit time (sick, vacation or personal) prior to beginning extended leave and in no case shall disability or extended illness leave extend beyond one (1) calendar year. The member shall retain seniority upon returning to work. During the period of disability or extended illness, the District will continue to pay its portion of health insurance premiums.

4. UNION LEAVE

Union Stewards needing time off for Union functions (not related to district activities) such as, but not limited to, conferences, trainings, meetings etc. will be granted the time off without pay upon written request provided the number of days does not exceed twenty (20) days total in a year for all stewards and such additional days for Executive

Board members. Written notification will be provided to the Director of Buildings and Grounds or his designated representative at least one week in advance.

ARTICLE X

INJURY COMPENSATION

Compensation for injury or sickness shall be continued in accordance with the Illinois Worker's Compensation Act and Article VIII of this Agreement.

ARTICLE XI

WORKING CONDITIONS

1. Custodians will be under the general supervision of the Department of Buildings & Grounds. While school is in session, they will work under the collective direction of the building principal, the Supervisor of Custodians, and the Custodian Foreman. Emergency jobs may be assigned by the principal or assistant principal, Supervisor of Custodians, the Custodian Foreman or the Director of Buildings & Grounds. All disciplinary actions will be administered with input from both the building principal and the Supervisor of Custodians.
2. In the case of absences, the Supervisor of Custodians or his/her designee will assign the replacement custodians as required to meet operational requirements. If a custodian is assigned to temporarily replace a head custodian, the employee will receive head custodian pay and any differential pay that may apply in accordance with the Wage Schedule.
3. The Director of Buildings and Grounds and/or his/her designated representative will schedule hours and shifts. For the day shift the work day shall be considered the first eight hours worked, regardless of time of starting if 5:00 a.m., or after. For second shift the work day shall be the first eight hours worked regardless of time of starting if 12:00 noon or after. For the third shift the work day shall be the first eight hours worked regardless of time of starting if 11:00 p.m. or after. All time over forty (40) hours per week in paid status shall be paid at the overtime rate according to the Wage Schedule. Except by mutual consent the work week shall not be shortened in order to avoid overtime nor lengthened beyond eight (8) hours. Overtime required on holidays and Sundays shall be paid at twice the respective hourly rate.
4. The work hours for day shift shall be nine (9) hours (eight hours on duty and one hour for lunch). The regular work week shall be Monday through Friday. The regular work hours for the night shift shall be eight and one-half (8-1/2) hours (eight hours on duty and one-half hour for lunch). The work hours and work week for part-time employees will be established by the Director of Buildings and Grounds or his/her representative.

5. When an employee is recalled for extra work, he/she shall be paid a minimum of two (2) hours pay at the overtime rate. A foreman or head custodian shall take after-hour police calls concerning open buildings, lights left on, etc., and return to the building to meet police and secure the building. If the building was properly secured at the close of the work day, additional pay for the return call and for work necessary to secure the building would be paid at the overtime rate.
6. In case of emergency any employee may be transferred from his/her regular duties to take care of the emergency as long as the emergency might exist. An emergency is defined as an unforeseen occurrence, a sudden and urgent occasion for action.
7. From the day after school closes for students for the summer vacation, until the day before school opens in the fall and Christmas vacation, a one-half (1/2) hour lunch period shall be in effect, making an eight and one-half (8-1/2) hour working day (eight hours work and one-half hour lunch).
8. Except in cases of grievance, employees shall not do union work during work hours. This includes by telephone or by employees on other shifts or employees laying off work or anyone working for the union calling on other employees during their work hours. When it is necessary for the Business Agent to conduct business of Local #73 which does not involve the time of other Decatur School District employees, he/she may request a reasonable time off without pay to conduct the business. The Chief Steward or his designee shall be allowed time to settle grievances or conduct grievance investigations during working hours without loss of pay subject to the advance approval of the Director or Buildings and Grounds or his/her designated representative.
9. The foreman shall be classified as an administrative and supervisory position. No supervisor shall perform duties which will replace a regular employee.
10. Private cars of employees may be used to transport custodians from one job to another within the School District during the work day. Mileage for this purpose shall conform to the prevailing district rate.
11. For employees choosing the option of District purchased shoes, the District will pay up to \$170.00 of the initial or replacement purchase of a pair of safety toe work shoes of the employee's choice or the repair of eyewear damaged during the course of work or a combination of both. Safety toe work shoes shall meet or exceed ANSI Z41PT99, I/75 C/75 standards. In the event the District pays for such safety toed shoes, the employee must wear the same while on duty for at least one year after the date of purchase. The replacement of the shoes shall be limited to once every year.
12. After the 90 day probation period, the District will provide for each employee 5 short sleeve and 5 long sleeve shirts. No later than July 1 of each year, orders will be placed for uniforms. Each employee has the option to mix and match shirts and other District clothing up to a maximum of \$175.00; provided, however, each employee must maintain

at least 5 work shirts. The shirt will bear an emblem identifying the wearer as an employee of School District No. 61. Replacement of the clothing will be provided at the discretion of the Director of Building and Grounds provided the damaged clothing is turned into his/her office. Damage of the clothing could occur either from accident or hard wear. Employees shall wear the work uniform while on duty. Such shall be the employee's personal property. Deliberate alteration of the work clothing issued is not allowed.

13. Prior to being assigned duties that require utilization of job-specific equipment, the affected custodians will be trained on the proper use and operation of said equipment.

ARTICLE XII

DEFINITION OF FULL-TIME AND PART-TIME EMPLOYEES, SAFETY COMMITTEE & VOCATIONAL STUDENTS

1. DEFINITION

- A. A full-time employee is one who works eight (8) or more hours daily and is employed twelve (12) months per year. Full-time employees are eligible for full vacation, holiday and insurance benefits provided by the School District as specified in this Agreement.
- B. A part-time employee is one who works less than eight (8) hours per day but is employed on a continuous basis for the number of weeks required for the position. Part-time employees are eligible for vacation, sick leave and holiday benefits calculated on a basis that is consistent with the time they are employed. Part-time employees shall have seniority within their category.
- C. A substitute is an individual employed on a day to day basis to replace a full or part-time custodian on a temporary basis.

It is understood and agreed that no individual presently employed by the School District as a custodian will be dismissed by the Board of Education for the purpose of replacing the employee with a part-time employee.

2. SAFETY COMMITTEE

- A. A Safety Committee will be established composed of two custodians and one administrator or supervisor and shall meet on a bi-monthly basis. These meetings may be waived by mutual agreement of the parties. Meetings may be held more often if the parties deem it necessary.
- B. The purpose of the Safety Committee will be to formulate operation procedures which ensure safe working conditions, encourage all employees to perform their

work in a manner that promotes safety, and investigate any reports of unsafe working conditions.

- B. The Safety Committee will be responsible to the Director of Buildings and Grounds and will make their reports to him/her.
- C. Safety issues brought forth to the Supervisor of Custodians and not addressed shall be brought to the Director of Buildings and Grounds.
- D. Any safety issue brought forth to the Director of Building and Grounds and not corrected will be subject to the grievance procedure.

3. VOCATIONAL STUDENTS

Vocational students will be allowed to participate in work experience programs so long as no custodian is displaced as a result. The wage rate for vocational students shall be established by the Board of Education. The vocational student will work under the general guidance of a custodian.

ARTICLE XIII

LIMITATIONS

- 1. If any portion of this Agreement is in violation of any law of the State of Illinois, that portion in disagreement shall be considered null and void. Both parties to this Agreement must comply fully with all applicable state and federal laws.
- 2. During the term of this Agreement or any renewal or extension thereof, there shall be no strike, work stoppage, slowdown or refusal to perform job functions and responsibilities. The officers of the Union or Agents of the Union shall not authorize, institute, instigate or encourage any such activities.
- 3. During the term of this Agreement or any renewal or extension thereof, the Board will not lock out bargaining unit members. In the event of any picketing, strike, work stoppage, slow down or other concerted activity by any other labor organization; the employees agree to fully perform their job functions and responsibilities.

ARTICLE XIV

APPROVAL OF AGREEMENT

The provisions of this Agreement will continue and remain in full force and effect from year to year until such time as both parties agree to a change or modification. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and no departure from a provision of this Agreement by either party, or by their

officers, agents or representatives, or by members of the negotiating committees, shall be construed to constitute a continuing waiver of the right to enforce such provisions.

ARTICLE XV

MEDIATION

Within five (5) days from the declaration of impasse, the Board and Local #73, SEIU, shall jointly initiate a letter to the Federal Mediation and Conciliation Services requesting assignment of a member of their staff to mediate the dispute. Both parties shall jointly share in the cost of mediation.

ARTICLE XVI

PERSONNEL FILE

The official personnel file for bargaining unit members will be maintained in the personnel office. When any disciplinary document is placed in an employee's official personnel file, the Board shall furnish the employee a copy of such document. Employees will be permitted to review their official personnel file pursuant to the provisions of the *Personnel Records Review Act*.

APPENDIX A

Custodial Interview Rating Form Decatur Public Schools #61

Instructions: Rate each candidate in each of the following categories using the points assigned. Add points from each category for a total raw score. Candidates receiving 80 points or more in the raw score section will be considered qualified for the position. The candidates scoring 80 or more points should be listed in rank order on the Qualifying Candidate Section. Place the custodial Seniority Rank of each Qualifying Candidate in the space provided in the Qualifying Candidate Section. The Qualifying Candidate with the highest Seniority Ranking will be awarded the position.

Category	Points	Candidates					
		1	2	3	4	5	6
Ability	0-15	_____	_____	_____	_____	_____	_____
Quality of Work	0-20	_____	_____	_____	_____	_____	_____
Attitude	0-15	_____	_____	_____	_____	_____	_____
Communication	0-15	_____	_____	_____	_____	_____	_____
Dependability/Attendance	0-20	_____	_____	_____	_____	_____	_____
Technical Knowledge	0-15	_____	_____	_____	_____	_____	_____
Total Raw Score		_____	_____	_____	_____	_____	_____

	<u>Qualifying Candidates</u>	<u>Seniority Rank</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

Qualifying Candidate with Highest Seniority Rank

_____ Selected for Position

APPENDIX B

Wage Schedule – Custodians

Eligible employees shall annually receive a step increase on July 1; however, for those employees hired during the prior fiscal year, only those hired prior to October 1 shall receive a step increase.

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
New employee - first 90 worked days	\$18.00	\$18.00	\$18.00	\$18.00
One-custodian school	\$ 0.59	\$ 0.60	\$ 0.61	\$ 0.62
Head custodian - Additional	\$ 1.06	\$ 1.08	\$ 1.10	\$ 1.12

<u>Night Shift Differential</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Second shift employees, both full-time (as indicated) per hour and third shift employees, both full-time and part-time, an extra (as indicated) per hour in addition to regular pay for all work performed on such shifts.	\$ 0.57	\$ 0.59	\$ 0.61	\$ 0.63

Yrs Exp	Step		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
0	1		20.00	20.00	20.00	20.00
1	2		21.13	20.55	20.50	20.50
2	3		21.93	21.71	21.06	21.01
3	4		22.76	22.53	22.25	21.59
4	5		23.62	23.39	23.09	22.81
5	6		24.29	24.27	23.97	23.67
6	7		24.56	24.96	24.88	24.57
7	8		24.61	25.24	25.58	25.50
8	9		24.61	25.29	25.87	26.22
9	10		24.61	25.29	25.92	26.52
10	11		24.61	25.29	25.92	26.57
11-15	12-16		24.67	25.35	25.98	26.63
16-20	17-21		24.72	25.40	26.04	26.69
21+	22+		24.77	25.45	26.09	26.74

Overtime

All time over forty (40) hours per week in paid status shall be paid at the overtime rate according to the Wage Schedule. Except by mutual consent the work week shall not be shortened in order to avoid overtime nor lengthened beyond eight (8) hours. Overtime required on holidays and Sundays shall be paid at twice the respective hourly rate.

Effective Date of Wage Schedule

This contract will be a four year contract July 1, 2020 through June 30, 2024.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 23 day of June, 2020

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL NO. 73
CUSTODIANS "A" TEAM

BOARD OF EDUCATION
DECATUR PUBLIC SCHOOL
DISTRICT NO. 61



SEIU #73 President



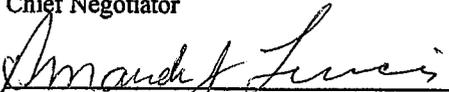
Union Representative



Chief Steward



Chief Negotiator



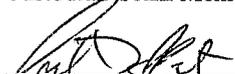
Steward



Steward



Custodian Team Member



Custodian Team Member



Custodian Team Member



President



Secretary



Board Chief Negotiator