

CONTRACT
BETWEEN
THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73
and
THE BOARD OF EDUCATION, DISTRICT NO. 131

2016-2020

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ARTICLE I

RECOGNITION

- 1.1 The Board of Education, District No. 131, Aurora East, recognizes the Service Employees International Union, Local Seventy-Three as the exclusive collective bargaining representative for all full-time and regular part-time custodial and maintenance employees, not including substitute custodians, Buildings and Grounds Supervisors, and all other persons excluded by the terms of the Illinois Educational Labor Relations Act.

ARTICLE II

NONDISCRIMINATION

- 2.1 Neither the Board nor the Union shall unlawfully discriminate against any employee on the basis of sex, race, color, creed, marital status, national origin, or membership in Union. This section shall not be subject to arbitration pursuant to Article VI of this Agreement.

ARTICLE III

UNION/MANAGEMENT MEETINGS

- 3.1 The Superintendent or designee shall meet with the representatives of the Union to discuss matters of concern, provided that the Superintendent or designee shall not be required to meet more than one time per calendar month. The Superintendent or designee shall not be required during such meetings to discuss pending grievances or any matter which is then subject to consideration as part of the negotiations of a successor Agreement. Upon the request of the Superintendent or designee, the Union representatives shall submit an Agenda of items to be discussed at least three (3) calendar days in advance of such meeting.
- 3.2 Except for the circumstances described in subparagraphs 5 through 12 of Subsection C of Appendix B, and after notice to the Buildings and Grounds Supervisor, discussions by a Union Steward regarding Union related issues or concerns with employee members of the bargaining unit shall be conducted during non-working hours. At no time, however, shall a building be left unattended.
- 3.3 All employees are required to attend administration designated meetings, workshops, or seminars held for all employees in one or more classifications. No District transportation shall be provided for such attendance.

ARTICLE IV

SCOPE AND LIMITATIONS

- 4.1 The Board and the Union recognize that the Union represents maintenance and custodial employees and that both parties have as their primary interest the welfare of students, quality education, and the maintenance of the physical plant, which interests go far beyond salary and policy agreement and terms and conditions of employment.

The Board and the Union recognize that the Board shall retain whatever rights and authority are necessary for it to effectively carry out its responsibilities delegated to it by the laws of the State of Illinois. To this end, the Board manual of policies will include items not covered by this contract, which policies shall be consistent with the provisions of this Agreement.

Nothing shall be added to or subtracted from this agreement except as may be otherwise especially provided in this Agreement.

- A. Part time employees shall be defined as employees regularly employed twenty (20) or more hours per week. Part-time employees shall receive pro-rata benefits in accord with the practice which prevailed on the date of the execution of this Agreement.
- B. Utility custodians are assigned to perform custodial or grounds work as needed. Utility custodians shall be granted all paid leaves and medical benefits as provided in this Contract. The Board shall employ a minimum of twenty-one (21) personnel in that category during the term of this Agreement, it being recognized that Utility custodians may be employed full or part time as the needs of the District may require. The District may employ additional Utility Custodians, it being agreed, however, that when adding new employees at that time the District will alternate hiring a Utility Custodian and a regular Custodian.
- C. The parties acknowledge that the Board, either by itself or in conjunction with one or more other school districts, will form a custodian substitute pool. Persons from the pool shall be used to fill in for absent custodians, weekends, and after school events. Members of the pool shall not be covered by this Agreement.

ARTICLE V

MANAGEMENT RIGHTS

5.1 Responsibility and Rights of the Board of Education

In the administration of all matters covered by the Agreement, officials and employees are governed by the provisions of any existing or future laws and regulations, including policies set forth in the Board of Education Policy Manual and other Board regulations which may be applicable, and the Agreement shall at all times be applied subject to such laws, regulations, and policies. Officials of the school district will retain the right in accordance with applicable laws, regulations and policies: (1) to direct employees of the Board; (2) to hire, promote, transfer, assign, and retain employees in positions within the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (3) to maintain the efficiency of the school district operation entrusted to them; (4) to determine the methods, means, and personnel by which such operations are to be conducted; and (5) to take whatever actions may be necessary to carry out the responsibilities of the Board in situations of emergency.

5.2 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition, or deletion only through the voluntary mutual consent of the parties in written amendment executed in accordance with the provisions of the Agreement.

5.3 Conformity to Law

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

ARTICLE VI

GRIEVANCE PROCEDURES

6.1 Definitions

- A. A grievance for the purpose of this Agreement is defined as any claim by the Union, employee or employees that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
- B. As used in this article, the term "days" shall mean any day for which the school business office is open.

6.2 Statement of Basic Principles

- A. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of organization representatives, provided that the Union has been given the opportunity to be present at such adjustment. Any regular employee discharged or suspended for any reason shall be given such notice in writing which notice shall state cause for such action and a copy of such notice shall be sent to the Union by the Employer.
- B. No reprisals shall be taken by the employer against any employee because of the employee's participation or refusal to participate in a grievance.
- C. The failure of a grievant or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.
- D. Employees shall be afforded the opportunity to exercise their "Weingarten" rights, which is to have a union representative present for any investigatory interview that could result in discipline or other adverse employment consequence.

6.3 Procedures

- Step 1 The grievance will be presented verbally in a prearranged meeting between the employee if requested, a Union representative, and his/her immediate supervisor. If no satisfaction is achieved, employee must file written grievance with immediate supervisor within ten (10) days of the

verbal meeting. immediate supervisor will render a decision within five(5) days.

Step 2

In the event a grievance has not been satisfactorily resolved at the first step, the aggrieved employee shall file, within five (5) days, a copy of the grievance with Director of Buildings and Grounds . Within five (5) days after such written grievance is filed, the aggrieved employee, a representative of Union, as desired, and the Director of Buildings and Grounds shall meet to resolve the grievance. The Director of Buildings and Grounds shall file an answer within five (5) days of 2nd step grievance meeting and communicate it in writing to the employee and the Union.

Step 3

If the grievance is not resolved satisfactorily in Step 2, the aggrieved employee shall file, within five (5) days of the Director of Operation's written decision at the second step, a copy of the grievance with the Director of Human Resources. The aggrieved employee shall send a copy of such grievance to the Union office. Within five (5) days after such written grievance is filed, the aggrieved, a representative of the aggrieved, as desired, and the Director of Human Resources shall meet to resolve the grievance. The Director of Human Resources shall file an answer within five (5) days of the third step grievance meeting and communicate it in writing to the employee and the Union office.

Step 4

If the grievance is not resolved satisfactorily in Step 3, there should be available a fourth step of impartial binding arbitration providing the Union shall submit in writing a request to the Superintendent within thirty (30) days from receipt of Step 3 answer. Federal Mediation and Conciliation Service shall be requested to submit a list of arbitrators so that the parties may select an arbitrator in accordance with its rules. If the request for arbitration is not filed within thirty (30) days of the date of the Step 3 answer, then the grievance shall be deemed withdrawn. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provision of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be final and binding upon both parties.

Each party hereto shall bear the expense of preparing and presenting his/her own case. The cost and expense of the arbitrator and incidental expenses mutually agreed to will be borne equally by both parties.

ARTICLE VII

PROBATION AND PHYSICAL EXAMINATION

7.1 Probationary Period

New employees, including utility custodians, shall be subject to a ninety (90) calendar day probationary period before becoming regular seniority employees, during which time the employee shall demonstrate his/her ability and demeanor to the satisfaction of the employer. Such ninety (90) days shall include at least thirty (30) working days when students are in regular attendance. At any time during the probationary period the employer may release such an employee at his sole discretion without a grievance. Upon successful completion of the probationary period, seniority shall revert to the first day of his/her regular employment as a member of the bargaining unit.

Generally, employees will not be transferred during their probationary period, unless approved by the Director of Human Resources. Employees are not eligible for a promotion or lateral transfer during their probationary period.

7.2 Physical Examinations

The Board shall require a pre-employment physical, including a TB test, performed by a Board approved industrial healthcare provider for a prospective employee to determine the employee's ability to perform all prospective duties. The cost of the examination must be borne by the prospective employee provided after successful completion of six (6) months of continuous service the new employee shall be reimbursed the cost of such examination.

ARTICLE VIII

CONDITIONS OF EMPLOYMENT

8.1 Work Hours

The normal work week shall consist of five (5) consecutive days. The work day for the day shift shall consist of eight (8) consecutive hours for full-time employees, and five (5) consecutive days of less than eight (8) hours for regular part-time employees. The work week shall be computed to begin at 12:00 a.m. Monday.

The normal work day for all shifts commencing after 12:00 noon shall consist of eight (8) consecutive hours for full-time employees inclusive of a one-half hour lunch period. Employees shall not absent themselves from their building to take their lunch break while students are at lunch unless authorized by the Director of Buildings and Grounds, or designee

Persons hired after October 15, 1999, may be assigned a work week which commences on a day and/or time other than as stated above, but prior to assigning such person to such differing work week, the Board shall first offer such schedule to qualified incumbent employees. Alternative work week schedules shall be either Tuesday - Saturday or Sunday - Thursday. Acceptance of such alternate schedules by incumbent employees (employed prior to October 15, 1999) shall be voluntary on the part of the employees, but once accepted, such alternate work week shall be deemed the regular work week of such employees except as the Board may otherwise non-precedentially agree.

8.2 Overtime/Holiday Compensation

Hours worked in excess of 40 hours per week shall be considered as overtime hours. Hours worked on Sundays and Holidays will be compensated at two (2) times the employee's regular rate of pay except for those employees who have been assigned or who have accepted an alternate work week as described in Section 8.1. In the case of holidays, such employees shall be permitted to schedule a mutually agreeable alternate day off during the work week in which the holiday occurs on their regularly scheduled day off. The rate of pay for overtime shall be one and one-half times the employee's regular hourly rate of pay for any time in excess of forty (40) hours per week. Overtime does not include double time for Sundays and holidays (i.e., no pyramiding of overtime). Overtime/holiday will be paid on the date immediately following the pay period in which the overtime/holiday was earned and approved, provided the time is turned in prior to the payroll cutoff date. Sick days, vacation days, or personal days shall be counted towards hours worked per week.

In case of emergencies, breakdowns, or snow removal, employees called for work shall be guaranteed two (2) hours of work which will be compensated at one and one-half times the employee's regular hourly rate of pay.

Overtime shall be equalized on a building basis by assigning employees on a rotation basis according to building overtime schedules which shall be posted in each building. This work shall not be mandatory, but if refused, shall count in the rotation of overtime as if it had been worked. Individuals with special skills may be required to work more often than the normal rotation cycle. In the case of emergency, the Operations Manager reserves the right to assign employees to overtime. In addition, the Building and Grounds supervisors shall develop a district wide overtime rotation schedule which shall also be posted at the Building and Grounds Center. In the event that required overtime cannot be filled by an employee from a building or from the substitute schedule then the same shall be assigned to the next employee on the district wide schedule based on seniority, shift, and giving due consideration to any required skill set or certification. In the event no substitute or an employee from another building is available and an engineer, fireperson, or maintenance mechanic is called in to perform custodial services in his or her regularly assigned building but that are outside of his or her classification he or she shall be paid overtime at his or her regular rate. In the event an engineer, fireperson, or maintenance mechanic is called in to perform custodial services that are outside of his or her classification at a building other than his or her regularly assigned building he or she shall be paid overtime at the current custodian rate. A utility custodian called in for such overtime shall be paid overtime at the utility custodian rate. Failure to notify a Buildings and Grounds Supervisor, in the same manner as calling in sick, of an inability to complete accepted overtime will result in disciplinary action. Overtime will be computed from the start of work by the employee at the building site.

In order to be eligible for holiday pay the employee must work the day before and the day after the holiday unless the employee is on an approved vacation or leave. A sick day, unless supported by a written verification from a licensed health care provider, does not constitute a day worked.

8.3 Weekend Building Check

Building checks shall be made by bargaining unit members as authorized by the appropriate supervisor. Compensation shall be at regular hourly rates except as overtime/holiday shall apply.

8.4 Rest Periods

The Board will permit two (2) rest periods per shift in the amount of ten (10) minutes, one (1) in each half shift. All employees shall remain at their assigned buildings during rest breaks unless authorized by the Director of Buildings and Grounds, or designee.

8.5 School Closings

When schools will be closed due to inclement weather, the custodial/maintenance employees are required to report to work on those days when school is cancelled unless excused by the Superintendent.

8.6 Training and Workshops

The Board acknowledges that pertinent additional training through workshops and other sources, is frequently of value to employees in improving their efficiency on the job, and when appropriate will seek to foster employee participation in such activities.

8.7 Job Description

The Board and the Union have agreed that job descriptions shall be included as an Appendix to the Agreement. However, the parties recognize that a need may arise to amend said descriptions during the term of the Agreement.

Should the Board desire to amend the current job descriptions during the term of this Agreement, the Union agrees that it may do so after notice of not less than ten (10) calendar days to the Union, thus providing the Union an opportunity to meet with the Board and bargain over said changes.

Said notice shall be sent to the Chief Steward and to the Business Agent. The Union shall notify the Board of its desire to meet within ten (10) calendar days of its receipt of the notice. The parties shall then arrange a mutually acceptable date and time to meet and discuss the proposed changes.

8.8.1 Time Clocks

Bargaining unit members shall not be required to punch in and out on a time clock for their lunch break unless they leave their assigned building or premises. Itinerant maintenance employees shall not be required to punch in and out for the lunch break. In the event the District implements a new time clock system during the term of this Agreement, the District agrees to meet with the Union, upon written request, to review any issues that may have arisen.

8.9 Absenteeism

The District and the Union recognize that it is in the interest of the Union members and the District that sick leave is used for the purpose for which the leave is intended and not used unnecessarily. It is agreed that a bargaining unit member who has exhausted all paid sick leave days may be required to meet with their immediate supervisor and the Union steward or designee to discuss:

- The reasons for the repeated absence from work and any assistance the employee may need to improve his/her attendance;
- To review the dates of absences for possible patterns of abuse, (i.e. absence before or after holiday and/or scheduled days off).

When there is demonstrated pattern of abuse or repeated absences for which the employee cannot provide medical documentation, the employee will be given a reasonable period to improve his/her attendance. If no improvement is made, the District shall initiate disciplinary action, pursuant to Appendix B, Discipline & Dismissal, of this Agreement.

The District may waive the meeting requirements in cases where absences are due to leaves granted under the Family Medical Leave Act or an approved, uncompensated sick leave of absence under Article 15, Section 2 of the Agreement.

ARTICLE IX

EVALUATION

- 9.1 The Board acknowledges the general desirability of formal evaluations which may include observations by the Building and Grounds Supervisor, with the assistance and input of the building's principal(s). At the completion of the formal evaluation, a conference shall be held between the employee and the Buildings and Grounds Supervisor. The employee shall be provided with a copy of the observation report and/or evaluation report at the time of the conference for use during the conference. The employee shall be given an opportunity to sign the evaluation in order to acknowledge receipt.

At the close of the employee ninety (90) day probationary period the Building and Grounds Supervisor shall submit a written evaluation which shall be the basis for continued employment.

- 9.2 Annual evaluations shall be completed for each employee, the same to be conducted with input as described in the Job Description for each position.

ARTICLE X

SENIORITY, JOB POSTING & BIDDING

10.1 Seniority

General seniority shall be defined as the length of continuous service to the District commencing at the employee's first day of regular employment as a member of the bargaining unit. Classification seniority shall be defined as the length of continuous service to the District within a particular job classification, commencing at the employee's first day within said classification. Continuous service shall be deemed interrupted and terminated by resignation of the employee or the termination of his/her employment. Continuous service shall be deemed interrupted but not broken during a period of unpaid leave of absence of more than ninety (90) continuous calendar days. Currently the District does not employ "Per Diem" employees within the terms of this Agreement. In the event the District should employ "per diem" employees who would be covered by the terms of this Agreement and such employees were placed in a Utility custodian or regular custodian position, then after successfully serving the applicable probationary period they shall have a seniority dates as of the date hired as a "per diem" employee if they have been employed continuously, commencing at the employee's first day of regular employment as a member of the bargaining unit and provided the same is consistent with the Illinois School Code.

10.2 Layoffs and Recall

Part-time personnel shall be laid-off pursuant to seniority prior to full-time personnel. Layoffs shall be in accordance with straight classification seniority for all other personnel classified above "Custodian" except that an employee laid off within such classification may immediately exercise his/her general seniority to secure a position in another classification in the district. Layoffs of "Custodial" personnel shall be in accordance with general seniority only.

Recall rights shall continue for twelve (12) calendar months following such lay-off. Part-time employees shall enjoy no protection with respect to full-time employees without regard to seniority or with respect to temporary employees.

Employees laid off shall not use the occasion of such layoff to bump into a higher classification for which they may otherwise be qualified. An employee laid off may elect not to use their general seniority and may instead accept such layoff and shall be recalled when the first vacancy is available in the classification from which the employee was laid off. An employee accepting such a layoff may, after thirty (30) calendar days, elect to be placed on the general layoff list, and the employee shall then be recalled to the first vacancy for which the employee is qualified; however, the employee shall not be recalled if a qualified employee with greater general seniority is available.

The order of layoff shall be first, all part time employees as defined herein (Section 4.1) and second, full time employees. Recall rights for all laid off employees shall continue for twelve (12) calendar months following such layoff shall not be counted in computing completion of the probationary period. The Board shall permit employees who have been laid off to assume the duties which might otherwise be assigned to temporary employees, but the failure of a laid off employee to accept such assignment shall not affect his/her right of recall. However, if accepted, such temporary assignment shall not be subject to this Agreement.

When adding to the work force, the reverse order of layoff will be followed. Employees laid off from a classification shall be the first to fill subsequent vacancies in that classification without regard to the bid procedure until all employees on layoff, if available, have been recalled before new employees are hired. Failure of a recalled employee to report to work shall constitute forfeiture of his/her employment in the district and further recall rights.

In any event, permanent employees expected to be laid off will be given a minimum advance notice of ten (10) working days.

Employees returning from a layoff status shall have continuous general and classification seniority from date of layoff until date returned.

Employees laid off who have accumulated sick leave shall have the same number of sick leave days credited, upon their return as they had accumulated at the time of layoff.

10.3 Promotions and Transfers

Except in cases of emergencies, the Board will post notice of any vacancy which occurs to the bargaining unit for a minimum of five working days, together with a job description and base pay rate of such vacancy. As used herein, vacancy shall be any regular, full-time position which has been newly created or that becomes vacant.

Except as provided herein regarding Utility Custodians, eligible employees seeking a promotion shall apply through the District's website, and eligible employees seeking the vacancy by a lateral transfer shall apply through the District's website or may apply by letter to the Director of Human Resources stating the qualifications as compared to the job description. Any employee shall have the opportunity to apply for such positions and the selection will be based upon the individual qualifications of those applying as judged by the Administration and approved by the Board of Education.

In the event of a vacancy for a full time custodian (including a vacancy created by the lateral transfer of a more senior custodian), the most senior Utility Custodian who (i) has not been subject to disciplinary action within the past 6 months, (ii) is not a probationary employee, and (iii) has an average rating of 3.0 or higher on his or her last performance evaluation shall be promoted to such full time custodian position. In such event, the Utility

Custodian shall be allowed to choose to move to the building where the vacancy exists or to remain at the building of such person's current assignment, in which event a Utility Custodian position would be available at the building where the vacancy occurred.

For lateral transfer, the most senior employee who applies for the vacancy shall be awarded the job so long as the employee has not been subject to disciplinary action within the past six months. To avoid multiple transfers and disruption to service, only the initial vacancy will be offered for lateral transfers. Any subsequent vacancy resulting from a lateral transfer will be filled by promotion as described in this Contract. Employees will be eligible for a seniority-based lateral transfer only one time during any twelve (12) month period. The Board shall have the right to make exceptions to the foregoing where extenuating circumstances exist. The Board will inform the Union and explain the extenuating circumstances when such exceptions are made.

For promotions to the Fireperson, Engineer, or Maintenance Mechanic classification, the Board shall consider the employee's seniority, job performance, qualifications for the job and recommendations from current supervisors in assessing his/her eligibility for the job. The final decision shall be made by the Director of Buildings and Grounds with input from the Principal and two bargaining unit members appointed by the Union who are in the relevant job classification.

Any employee awarded a vacancy may be required to remain in that position for a period of one year from assignment if their job performance is unsatisfactory and/or disciplinary action is pending. The administration will consult with the employee in such cases.

Any employee promoted who is deemed by the District to be unsuccessful at their new assignment may be returned to the original or comparable position during the probationary period. The employee may elect to return to the original or comparable position, the position to be determined by the District, during the first forty-five (45) days of the new assignment.

Except for Building Firepersons or Engineers any employee may be assigned for their shift by the Director of Buildings and Grounds to any building to cover a specific need in that building, provided, however, that such assignment shall not exceed two consecutive days.

- 10.4 If promoted or hired in the months of June, July or August, the probationary period will be extended an additional 90 days, provided, however, such employee shall be paid the regular rate of the classification during the additional 90 day probationary period. Maintenance Mechanics promoted from a lower category position shall begin a ninety (90) day probationary period beginning with the first day of work as a Maintenance Mechanic.

When a member from the rank and file accepts a promotion to supervisor, he/she will have a forty-five (45) day probationary period during which the employee will remain a member in good standing of the bargaining unit. The employee shall have the protection of the Union and have the right to return to his/her job.

- 10.5 All persons interviewed for a vacancy shall be notified of the decision when the vacancy is filled. In addition, following each Board meeting, the District shall send the Board personnel report containing all hires, adjusted appointments, suspensions and dismissals to the Union.

ARTICLE XI

INJURY ON THE JOB

- 11.1 All employees are covered under the Workers' Compensation Law for accidents occurring on the job. All accidents must be reported to their supervisor immediately.
- 11.2 Employees shall receive full pay at their salary for work absence arising from injury incurred while in the course of employment with deduction from accumulated sick leave until sick leave is exhausted.
- 11.3 Workers' Compensation shall be endorsed to the payment of the School District and submitted to the School District Business Office. When the employee submits his/her Workers' Compensation check, he shall be awarded two-thirds of his/her sick days used, excluding holidays.
- 11.4 Fringe benefits (sick days, life insurance, health insurance, disability insurance, vacation) will continue to accrue during the employee's absence from work related to injury or illness.
- 11.5 An employee on a work-related injury shall maintain his/her status as an employee for a period of at least six (6) calendar months following such injury notwithstanding that all accumulated sick leave shall have been exhausted prior to the expiration of such six (6) months, and seniority shall continue to accrue during such period. The employee during such period shall apprise the Personnel Office of the District of his/her medical status and ability to return to work, such to occur at regular intervals as may be reasonable under the circumstances but no less often than monthly unless such reports shall be waived in writing by an appropriate administrator.

ARTICLE XII

FRINGE BENEFITS

12.1 Hospitalization/Major Medical Insurance

The Board shall continue to provide health insurance, including major medical, and prescription drug coverage for term of this Agreement as is provided to all other employees of the District in accordance with the health insurance plans approved by the District from time to time. The Board shall offer a group dental insurance policy for each employee and his/her dependents. The premium cost for dental shall be in accordance with the annual recommendation of the Insurance Committee, listed separately from medical coverage, and will be provided to the employee on the same basis as medical coverage. In addition, even though listed separately, vision coverage will continue to be provided by the District. The total cost for health, dental, prescription drug and long-term disability plans, including administrative expenses, re-insurance premiums and other related costs will not exceed 105% of the prior year's cost. Should the cost exceed 105%, the District Insurance Committee will convene to discuss adjustments in the plans and/or employee contribution increases necessary to limit the Board's cost to 105% of the prior year.

Monthly Employee contributions shall be as established by the District's insurance plan which shall be the same for all covered employees (certified and non-certified) of the District.

The District Insurance Committee will consist of a number of representatives from the Board, the Union, other employee unions, administrators and non-represented employees as are agreed-upon by all concerned. The Committee shall review insurance cost data, claims history, cost projections and other information necessary to evaluate options for controlling insurance expenses. The Committee shall not have the authority to alter benefit or premium levels, but shall report findings and recommendations to the Board, the Union and other constituent groups.

12.2 Adjustment of Employee Premium Contributions

During the term of this Agreement monthly contributions for medical and dental premiums paid by full-time employees shall be adjusted (up or down) to the level paid by full-time teachers, and the premiums paid by part-time employees (less than thirty (30) hours per week) shall be adjusted pro-rata.

12.3 Life Insurance

The Board agrees to furnish during the period of this contract, term life insurance in the amount equivalent to the annual cash salary (rounded to the nearest thousand dollars), but not to exceed \$75,000. This insurance will also carry the Accidental Death and Dismemberment coverage in the same amount. The Board agrees to offer employees the

option of purchasing additional life insurance up to a maximum of \$150,000 of additional coverage provided the person meets the requirements of the insurance carrier in regards to insurability.

12.4 Long-Term Disability Insurance

The Board agrees to furnish during the period of this contract, a long-term disability income protection plan. Briefly, this is known as a 60% Plan (not to exceed \$2,500 monthly) coordinated with Social Security or Pension (IMRF), and carries a 180-calendar day elimination period. For any custodial/maintenance employee who becomes disabled on or before he/she attains age 60, benefits cease at attained age 65. For an eligible custodial/maintenance employee who becomes disabled after he/she attains age 60, benefits cease at earlier of 5 years or attained age 70.

12.5 Retiree Insurance

Any employee who retires and has worked for the District a minimum of eight (8) years and who is fifty-five (55) years of age or older at retirement may participate in the medical insurance plan until age sixty-five (65) at his/her own expense as per Board Policy provided the employee is enrolled in the medical insurance plan at the time of retirement.

ARTICLE XIII

WAGE SCHEDULES

- 13.1 The schedule of wages according to job classification on an annual, and hourly rate for the purpose of computing overtime for the contract years 2016-2017 and 2017-2018 are shown in Appendix A - attached hereto. For each of the last two years of this Agreement the applicable hourly rates shall be increased by the cost of living adjustment (as released by the Kane County Treasurer for the prior year as being applicable to the tax cap) with a floor of 1.0% and a ceiling of 1.5%. Beginning July 1, 2017 employees shall be paid every two weeks for the payroll cycle ending on the Friday occurring 7 days prior to the payroll date

Employees will be paid an annual longevity bonus as follows:

- 10 through 19 years- \$250
- 20+ years- \$400

ARTICLE XIV

PAID HOLIDAYS

14.1 Paid Holidays

The following holidays will be observed without loss of pay for all employees covered by this agreement and subject to provisions in 14.2.

1. Independence Day (July 4)
2. Labor Day (First Monday in September)
3. Veterans' Day
4. Thanksgiving Day (Fourth Thursday in November)
5. Friday after Thanksgiving Day
6. Christmas Eve (December 24)
7. Christmas Day (December 25)
8. New Year's Eve (December 31)
9. New Year's Day (January 1)
10. Memorial Day
11. Martin Luther King Day
12. Columbus Day
13. President's Day
14. One (1) day determined as described in Section 14.2, below.

If for any reason one of the foregoing holidays may not be observed, it shall be substituted by a floating holiday to be jointly determined by the employee and his/her non-bargaining unit supervisor.

- 14.2 When one or more of the holidays listed in Article XIV Section 14.1 fall on a weekend the holiday will be observed at a date jointly agreed upon by the Board and the Union to be determined within thirty (30) days of the establishment of the school calendar.
- 14.3 A holiday falling within a vacation period shall be added to the employee's vacation period. A holiday occurring while an employee is on a leave of absence for sickness or injury shall not count against his sick leave.

ARTICLE XV

LEAVES

15.1 Sick Leave

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, and legal guardians. Medical verification, in the employee's name as shown on the District's employment records shall be required by the administration as evidence of personal illness for any sick days requested beyond three (3) consecutive days of absence. Failure to provide a required medical verification will result in the denial of additional requested sick days beyond the initial three (3) days for such claimed illness.

Any employee requesting a sick leave day or an emergency/personal leave day shall be required to notify the Buildings and Grounds Department at 630-299-8340. The employee may also leave a recorded message. Such notification shall be two (2) hours before his/her shift begins when such is possible or as promptly as circumstances permit.

Employees are entitled to sick leave at the rate of twelve (12) days per year without loss of pay if sickness is not a result of a violation of work.

As applied to eligible regular part-time employees, "days" as used herein shall mean the number of daily hours normally worked.

Such sick leave shall accumulate to a maximum of two hundred forty (240) days.

15.2 Uncompensated Sick Leave of Absence

Upon receipt of an employee's written request, the Board of Education may grant an employee a leave of absence, without pay or other benefits, for personal illness. Such leave may not commence until the employee has exhausted all accumulated sick leave. The leave shall be limited to a definite time period as granted by the Board, but may be extended at the Board's discretion upon the employee's written request should extenuating circumstances warrant it. Request for an unpaid leave of absence must be accompanied by a physician's statement as to the nature and extent of the illness or incapacity and estimated time necessary for recovery therefrom. The employee shall provide the Director of Human Resources with periodic medical updates as requested.

An employee granted an unpaid leave hereunder may continue his/her group insurance coverage, at his/her expense provided the carrier agrees to such continuance, upon timely advance payment to the business office of the full monthly premiums due. The full monthly premium is the total of the portion of the premium previously paid by the employee and

the amount paid by the District. The first month of participation shall require an employee to pay one full month's premium in advance. The District shall bill the employee for this premium and it will be the responsibility of the employee to deliver to the benefits facilitator, on or before the 15th day of the month a check payable to the District in the full amount of one month's premium for the following month. No later than fourteen (14) calendar days prior to the scheduled termination of leave, the employee shall notify the Superintendent/or designee of his/her intention to return to employment. Failure to provide such notification shall be deemed a submission of resignation from employment in the district effective at the end of the leave.

An employee who is either continuously absent from duties during the school more than ninety (90) out of one hundred twenty (120) consecutive calendar days shall be deemed permanently ill or permanently incapacitated.

Nothing in this policy shall prevent an employee from being deemed permanently ill or permanently incapacitated immediately or in less than ninety (90) calendar days, provided the employee presents to the Board a statement from a physician licensed in Illinois to practice medicine in all of its branches acknowledging the permanent nature and duration of the employee's illness or incapacity.

15.3 Emergency/Personal Leave Days

Emergency/personal leave days are not to be used immediately before or after a holiday, vacation period, or during the first or last week of the school year except for circumstances that are beyond the control of the employee and cannot be reasonably anticipated.

All custodial employees employed by the District as of the effective date of this Agreement shall retain the number of personal days per year earned and to which they are entitled pursuant to the Agreement in effect for the 2011-2012 school year, provided, however, that such employees shall be frozen at the number earned as of the date of this Agreement (so that a staff person with 3 such days may not move to 4 personal days in the future). All custodial employees newly employed beginning on or after July 1, 2012 shall receive (2) days personal leave at full pay. Emergency/personal leave days are not charged against existing sick leave. Any unused emergency/personal days as of June 30, will be credited to the individuals accumulated sick leave.

15.4 Jury Duty

An employee called for jury duty may be granted special leave to fulfill such duty at full pay.

An employee may retain duty pay for travel, food, and other expenses incurred in performing such jury duty. Other compensation for jury duty will be endorsed to the district.

An employee's regular compensation continues while he/she is on jury duty.

15.5 Reserve Duty

An employee who is a member of an armed services reserve or National Guard unit, when called for summer camp or special duty, when called for summer camp or special duty, may be granted special leave up to thirty (30) calendar days to fulfill such duty. No deduction will be made from sick leave. The employee will retain his/her armed services compensation, but will not be compensated by the Board of Education during his/her period of duty. Every effort will be made to schedule active duty during days school is not in session.

15.6 Family and Medical Leave Act

The Board acknowledges its responsibility to comply with the Family and Medical Leave Act and valid regulations promulgated thereunder. Any alleged violation of such shall be determined by the U. S. Department of Labor or as appropriately appealed therefrom, and shall not be subject to the arbitration provisions of the Grievance Procedure contained in this Agreement (Section 6.3, Step 4).

15.7 Maternity/Child Care Leave

In addition to the use of sick days as provided in subsection C hereof, and any FMLA leave to which an employee is entitled, the Board may, in its discretion, grant maternity/child care leave without pay or benefits to fulltime employees in the District subject to the following conditions:

A. All such leaves shall be for a fixed period with specific beginning and ending dates not to exceed one calendar year in duration. The length of such leaves shall be mutually agreed upon by the employee and the administration provided the termination of such leave during the school year shall be non-precedential. The duration of the leave shall take into consideration the continuity of instructional staff, support staff, instructional assistance, medical factors to the maximum possible degree, and the pertinent time factors related thereto. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term.

B. Requests to the Board for maternity/child care leave shall be in writing and made no later than thirty (30) calendar days prior to the date the employee is requesting the leave to commence.

C. Accumulated sick leave shall be used during periods of pregnancy-related illness or disability, and during any periods of FMLA leave, but is not available during any other portion of the unpaid maternity /child care leave used for child care or bonding.

D. In the case of adoption, an employee shall keep the Superintendent and/or designee informed and make appropriate arrangements for the commencement and the duration of the leave with the Superintendent.

Adoptions shall apply to a child of less than six (6) years of age and the provisions of 15.7.C. above shall apply except as clearly inappropriate because of the nature of the adoption proceedings.

15.8 Other Leaves

The Board may grant a leave of absence without pay or benefits, or an intermittent leave of absence without pay for the time not worked, to an employee for a purpose it, in its discretion, deems appropriate and beneficial to the School District upon such terms and conditions as the Board may elect. The granting, withholding or conditioning of such leave of absence shall be non-precedential with respect to any other request for such leave by such employee or any other employee.

For a leave other than intermittent notification of intention to return to the employ of the school district from an unpaid leave of absence shall be made in writing to the Director of Human Resources at least ninety (90) calendar days prior to the expected return. If the leave is other than intermittent failure to so notify the Director, in writing, shall be deemed a resignation. Employees returning from an unpaid leave of absence shall be placed on the salary schedule at the same place they occupied at the beginning of the leave. Upon expiration of the leave and upon presentation of evidence satisfactory to the Board of Education manifesting compliance with the conditions of the leave, the employee shall be returned to a position within the school district, however, not necessarily at the same building and/or position formerly occupied.

ARTICLE XVI

VACATIONS

16.1 Vacations - Full-Time Employees

Employees shall become eligible for paid vacation days based upon their continuous full-time employment in the District as follows:

- (a) After one (1) year of employment, the employee shall be eligible for ten (10) vacation days per year.
- (b) After five (5) years of employment, the employee shall be eligible for fifteen (15) vacation days per year.
- (c) After fifteen (15) years of employment, the employee shall be eligible for twenty (20) vacation days per year.

Vacation time shall be scheduled so as to cause minimal disruption to the instruction program. The dates of vacation are to be approved by the Director of Buildings and Grounds, or designee. Vacation time must be requested not less than two weeks in advance. Unless specifically approved by the Director of Buildings and Grounds, employees shall not take vacation during the two weeks prior to the start of a new school year.

16.2 Part-Time Employees

Part-time employees who have one (1) or more years of continuous service with the District shall be awarded vacation time on a pro-rated basis.

16.3 Vacation Carry-Over

Employees may carry over a maximum of one hundred-sixty (160) hours vacation past July 1st through January 1st of each school year and may carry over eighty (80) hours vacation after January 1st through June 30. These "carry-over" limitations do not affect the use of current year vacation, but relate only to hours carried over from the previous school year. Vacation not used in accordance with this paragraph shall be lost, unless additional vacation carryover is approved by the Superintendent or his/her designee.

An employee who resigns or is discharged during the year shall receive, with his/her termination pay, the prorated amount of accrued vacation time.

16.4 Accumulation Reports

The amount of accumulated vacation time shall be reported on the regular paychecks for all employees.

ARTICLE XVII

REPAIR/REPLACEMENT OF GLASSES

- 17.1 The District agrees to repair or replace glasses or replace one (1) contact lens set that are damaged or destroyed in the line of duty with the following restrictions:
1. The individual must provide reasonable proof that damage occurred while on the job to the Building and Grounds Department.
 2. That all safety precautions were followed in protecting glasses: Example - When glasses are worn, individual must use protective straps; when not worn, glasses should be kept in protective case.
 3. Glasses will only be replaced -- individuals will not be reimbursed for re-examination or new prescriptions.

ARTICLE XVIII

UNIFORMS

- 18.1 The District agrees to replace uniforms that are badly damaged while in the line of duty with the following restrictions:
1. Replacement of the uniform will be determined and approved by the Building and Grounds Department.
 2. Damage to the uniform must be job related.
 3. All damaged uniforms must be submitted to the Building and Grounds Department.
- 18.2 Each employee shall be furnished with five (5) uniforms at the beginning of the first year of employment. After the initial year of employment the employee shall be issued two new uniforms per year. The employee is responsible for the laundering of these uniforms. Any new employee issued uniforms who leaves the employment of the District within the first year must return or have the cost of the uniforms deducted from the last paycheck. Coveralls may be substituted for any employee's uniform. If an employee requests insulated coveralls in lieu of regular coveralls, he/she shall pay the difference in cost.
- 18.3 Employees shall wear their uniforms at all times, including for school sponsored events, unless otherwise directed by their supervisor.
- 18.4 Based upon the work being performed, the employee shall wear safety shoes as directed by the employee's supervisor and such shoes shall be provided by the Board. All other dress or articles worn shall be such as not to constitute a safety hazard or be disruptive to the educational process.
- 18.5 The District agrees to provide the appropriate employee with a walkie-talkie (radio). Such radio is to be used only during the employee's working hours.
1. It is the responsibility of the employee to have the radio in his/her possession during working hours.
 2. The radio must be turned on during working hours.
 3. The employee is required to answer his/her radio when addressed by immediate supervisors (i.e. Principal, Assistant Principal, Director of Buildings and Grounds, B&G Supervisors).
 4. The individual must report damage to the radio immediately.
 5. The individual is responsible for turning the radio off and placing it on the charging cradle when work day is completed.
 6. Failure to comply will be grounds for disciplinary action.

ARTICLE XIX

ITINERANT TRANSPORTATION

Maintenance employees required to travel between buildings for work shall utilize a District owned vehicle unless otherwise directed by a supervisor.

Other employees required to use their own vehicle for travel between school buildings or for other District required travel shall be reimbursed the standard IRS mileage rate.

The Board may prescribe reasonable procedures to implement this Article.

ARTICLE XX

NO STRIKE - NO LOCKOUT

- 20.1 The Union hereby agrees that they will not strike during the term of this Agreement. The Board agrees that they will not lock out employees during the term of this Agreement.

ARTICLE XXI

CHECKOFF

21.1 Dues Checkoff

At the end of the probationary period, upon receipt of lawful executed written authorization from an employee, the Board shall, during the term of the Agreement or until such authorization is revoked in accordance with its terms, deduct the regular monthly Union membership dues and initiation fees of such employee from his bimonthly paychecks, and shall once a month remit such deductions to the official designated by the Union in writing to receive same. The authorization provided for by this section to the Board or to the employee any dues which may be deducted erroneously or any monies which may be remitted erroneously to the Union. The amount of the dues to be deducted shall not be changed more than once during any single school year.

21.2 Committee on Political Education (COPE)

The District, upon receipt of a payroll deduction authorization card signed by the employee, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to SEIU COPE. The District will regularly remit such sums deducted for that purpose to the Union. The employee may at any time revoke his/her authorization of the SEIU COPE payroll deduction.

ARTICLE XXII

RETIREMENT INCENTIVE

22.1 Retirement Plan

The Board shall recognize the services of bargaining unit employees who have rendered credible service to the District immediately preceding retirement and are eligible to receive pension benefits through the Illinois Municipal Retirement Fund (IMRF) of the State of Illinois.

22.2 Eligibility

1. Must have rendered at least eighteen (18) years of creditable service to East Aurora School District 131 prior to receiving the first payment of this benefit.
2. **Must be eligible to receive pension benefits through the Illinois Municipal Retirement Fund at the time of retirement from the District, and must actually retire with IMRF at the time of retirement from the District.** Retirement shall in all instances occur only at the end of the school term.
3. Must submit an irrevocable letter of resignation to the Board no later than June 1 four years (or such fewer years as may be applicable) prior to the year of retirement.
4. Retirement shall in all instances occur only at the end of the school term provided the Board reserves the right to waive this requirement on a non-precedent setting basis.

22.3 Benefits

1. If an employee gives the Board an irrevocable written notice of retirement by June 1 four years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in IMRF creditable compensation, for each of his/her remaining four years of service.
2. If an employee gives the Board an irrevocable written notice of retirement by June 1 three years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in IMRF creditable compensation, for each of his/her remaining three years of service:
3. If an employee gives the Board an irrevocable written notice of retirement by June 1 two years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in IMRF creditable compensation, for each of his/her remaining two years of service.

4. If an employee gives the Board an irrevocable written notice of retirement by June 1 one year prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in IMRF creditable compensation, for his/her remaining one year of service.
5. If, after submitting an irrevocable written notice of retirement by June 1 provided in paragraphs 1 through 4 above, the employee resigns from or is dismissed from duties for which the employee was paid a stipend or additional compensation in the previous year, the retirement incentive for that employee will be reduced accordingly.
6. An employee is not eligible for the District Retirement Benefit if his/her creditable compensation exceeded 106% of the prior year's creditable compensation in any of the employee's final four years.
7. Any bargaining unit employee who lost accumulated sick leave days as a result of having reached the maximum number allowable under this contract, shall have those lost days restored upon retirement for experience credit under IMRF to the extent permitted by law, provided, however, that any such restoration of lost days may not, in conjunction with any other creditable earnings of the employee, exceed 6% of such employee's prior years creditable earnings.

22.4 Conditions

1. Any bargaining unit employee who commences participation in this retirement incentive and fails to comply with the provisions herein, shall reimburse the District for any increase salary payments granted under this provision, including tax and pension withholdings. Upon complete reimbursement, the bargaining unit employee shall be entitled to any negotiated salary increase that would otherwise have been applicable during this period. Nothing in this retirement benefit shall be construed as taking away any benefit accorded to an employee under IMRF.
2. There shall be a maximum of two (2) persons per year allowable to partake in this retirement provision. If there are less than two (2) employees eligible in one year, the number shall carry over to the next year. In the event of any maximum limitation on bargaining unit employee participation in the program, the bargaining unit employee with the greatest District seniority shall have the first right to exercise their participation option.

ARTICLE XXIII

FAIR SHARE AGREEMENT

- 23.1 No employee shall be required to join the Union as a condition of employment. However, during the term of this Agreement, all non-union members covered by this Agreement, shall be required to pay fair share fee to the Union. After certification as provided below, such fair share fees shall be deducted by the Board from the earnings of the non-member employees and paid to the Union by the 15th of each quarter.

The fair share fee is for the purpose of deferring the costs of services rendered by the Union to non-members, including, but not limited to negotiating and administering this Agreement. The fair share fee will not be collected until the end of the probationary period. Periodically, the Union shall certify the amount of this fair share fee, which may not include any fees for contributions related to the election or support of any candidate for political office, nor may such fair share fee exceed the dues uniformly required of Union members. This certification must be written and signed by the Business Manager of the Union and must include a clear statement of the fact that the fair share fee so certified does not include any sum for contributions related to the election or support of any political candidate or party. Any employee required by this clause to pay a fair share fee who, based upon bona fide religious tenets or teachings, objects to payment of the fee shall not be required to pay such fee, as per the provisions of the Illinois Educational Labor Relations Act.

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

ARTICLE XXIV

GENERAL PROVISIONS

24.1 Personnel Records

Employees shall have access to records concerning payment of their salary and deductions therefrom. Also, personnel records concerning employment except confidential recommendations, shall be available upon request. A member of the administration must be present and the employee may not remove anything from his files. The Board shall no less often than monthly advise the Union of changes in the status of the bargaining unit.

24.2 Bulletin Boards

Employees represented by the bargaining unit shall have access to a office bulletin board for posting of meeting notices and other information of interest to its members.

24.3 Work Out of Classification

Except as provided in Section 8.2 relating to overtime, an employee assigned to work in another classification shall receive his own rate of pay unless the assignment to another classification (i) occurs between November 1 and March 31, the work out of classification requires the employee to monitor or perform basic operational functions on a boiler, and the employee has any required boiler certification, or (ii) the work out of classification if for a period of at least two weeks, in which event the employee shall receive his own rate of pay or the rate of the job he is performing, whichever is higher. It is understood that a custodian working out of classification will nevertheless perform duties or work that are primarily duties or work routinely performed by custodians. Employees shall not receive any other pay for work out of classification except as noted above.

24.4 Union Meetings

Up to two (2) Union meetings per fiscal year may be held during the workday at times approved by the Operations Manager or designee. An employee may attend other Union meetings without pay if the workload permits and if approved by the Director of Human Resources.

24.5 Subcontracting

The parties jointly recognize the benefits which accrue when the work to be done is assigned to the bargaining unit rather than to an outside vendor, assuming the capabilities and skills of the employees to complete such work, that limitations of time and/or other

duties do not conflict, and that there are no financial considerations which must be pursued in the best interests of the District.

24.6 Bargaining Unit Information

On a monthly basis, the District shall provide the Union, upon request, with notice of any changes to the bargaining unit. Example, employee's name, home address, date of hire, job title, rate of pay, number of hours worked by new hires or re-hires, any change of employment status, membership status (full dues or fair share) and/or work location. The District will provide an annual seniority report to the Union Stewards upon request.

24.7 Reduction in Force

In the event of a reduction in force for full time employees should become necessary the same shall be effectuated within the following classifications by inverse District seniority:

1. Part time
2. Utility custodians
3. Custodians, Mail Delivery Person, Groundskeeper
4. Firepersons, engineers, and Warehouse Person
5. Maintenance Workers

Recall shall also be within such classifications.

In the case of employees whose position is being eliminated within the respective classification by district seniority, the affected employee shall be allowed to displace or "bump" the employee with the least district seniority in the next lowest classification provided they are qualified for the position as determined by the authorized administrator in charge and the employee in the next lowest classification has less district seniority. If no one in the next lowest classification has less district seniority than the employee whose position was eliminated, then the employee shall have the right to a position in the next lowest subsequent classification in the same manner as described above until such time as a position is secured or all classifications are exhausted.

An employee displaced in the above procedure shall also have the right to a position in the manner as described above. An employee exercising such "bumping" rights shall be paid at the rate of the job to which they transfer.

ARTICLE XXV

DURATION

This Agreement shall constitute the entire Agreement between the Board and the Union and concludes collective bargaining for the term.

This Agreement shall be effective July 1, 2016. This Agreement shall continue in effect until 11:59 p.m., June 30, 2020.

This Agreement is signed this 17 day of October, 2016.

In Witness Whereof:

For the Service Employees
Union, Local Seventy-Three
S.E.I.U. - AFL-CIO

By:

Maribel 12/22/16
Juan Carlos Lopez 1-3-17
Jesus Medina 1-13-17
Frank Miller 1-3-17
Donna M. Perkins 01-03-17
Dee J 1-3-17
Anthony Rhoads 1-3-17
M. J. 1-3-17

For the Board of Education

By:

Ann Johnson

APPENDIX "A"

SALARY SCHEDULE 2016-2017

Title:	Probationary	Salary
1. Utility Custodian	N/A	\$12.79
2. Custodian A	\$17.94	\$18.42
3. Lead Grounds Custodian	\$20.16	\$20.70
4. Custodian B	N/A	\$25.61
5. Fireman hired after 7/1/05 (External Candidate)	\$22.39	\$23.01
6. Fireman hired after 7/1/05 (Internal Candidate)	\$23.19	\$23.84
7. Fireman hired before 7/1/05	\$27.36	\$28.11
<u>Middle School Engineers:</u>		
8. Engineer hired after 7/1/05 (External Candidate)	\$22.29	\$23.01
9. Engineer hired after 7/1/05 (Internal Candidate)	\$23.08	\$23.84
10. Engineer hired before 7/1/05	\$29.85	\$30.82
<u>High School Engineers:</u>		
11. Engineer hired after 7/1/05 (External Candidate)	\$24.27	\$24.92
12. Engineer hired after 7/1/05 (Internal Candidate)	\$25.32	\$26.00
13. Engineer hired before 7/1/05	\$30.80	\$31.63
<u>District Wide:</u>		
14. Maintenance Mechanic	\$30.80	\$31.63

APPENDIX "A"

SALARY SCHEDULE 2017-2018

Title:	Probationary	Salary
1. Utility Custodian	N/A	\$13.01
2. Custodian A	\$18.25	\$18.74
3. Lead Grounds Custodian	\$20.51	\$21.06
4. Custodian B	N/A	\$26.06
5. Fireman hired after 7/1/05 (External Candidate)	\$22.78	\$23.41
6. Fireman hired after 7/1/05 (Internal Candidate)	\$23.60	\$24.26
7. Fireman hired before 7/1/05	\$27.84	\$28.60
<u>Middle School Engineers:</u>		
8. Engineer hired after 7/1/05 (External Candidate)	\$22.68	\$23.41
9. Engineer hired after 7/1/05 (Internal Candidate)	\$23.48	\$24.26
10. Engineer hired before 7/1/05	\$30.37	\$31.36
<u>High School Engineers:</u>		
11. Engineer hired after 7/1/05 (External Candidate)	\$24.69	\$25.36
12. Engineer hired after 7/1/05 (Internal Candidate)	\$25.76	\$26.46
13. Engineer hired before 7/1/05	\$31.34	\$32.18
<u>District Wide:</u>		
14. Maintenance Mechanic	\$31.34	\$32.18

NOTE: Mail Delivery position is paid at Custodian A rate;
Warehouse Shipping and Receiving position is paid at Fireman Rate.

APPENDIX "B"

DISCIPLINE & DISMISSAL

A. Disciplinary Procedures

Due to an employee's failings, it may become necessary to institute disciplinary action. There are several degrees of severity of offenses which require different disciplinary measures. In all instances, disciplinary action should be taken only after a conference between the supervisor and the employee and with the advice and consent of the Director of Human Resources or designee. The employee may be accompanied at such conference by a representative of the Union. The Board acknowledges the principle of progressive discipline.

B. Disciplinary Sequence

The usual disciplinary sequence would be:

1. First written warning, during a conference, with a copy to the employee's personnel file;
2. Second written warning, with a copy to the employee's personnel file.
3. three (3) day suspension without pay with a copy to the employee's personnel file;
4. dismissal.

Suspension or dismissal may result as the first step in the disciplinary procedure for more serious offenses, as determined by the Director of Human Resources or designee. For circumstances other than items 5 through 12 of subsection C of this Appendix B an employee shall start over at the first step of progressive discipline if such employee has not had a second infraction of the same type for two or more years.

C. Discipline and Dismissal Circumstances

Disciplinary action, up to and including termination of employment may result from any one of the following circumstances that prove to be detrimental to the operation of the School District, including but not limited to:

1. Insubordination
2. Refusal to perform assigned tasks
3. Unsatisfactory performance of duties or assigned tasks

4. Excessive tardiness and/or absence
5. Willful damage to District property and/or equipment
6. Abusive behavior to co-workers, superiors or subordinates
7. Immoral, indecent, or disorderly conduct
8. Unauthorized release of confidential information
9. Falsification of a time sheet or any employee record
10. Theft or dishonesty
11. Intoxication on the job or possession or drinking of intoxicating beverages on District premises
12. Possession and/or use of illegal drugs on District premises
13. No call- No show for work except in the event of an emergency or circumstance beyond the employee's control
14. Failure to wear a required uniform unless otherwise directed by a supervisor.

D. Conference

Except when detrimental to the general welfare of the District, the supervisor or designee must schedule a conference with the employee to discuss his/her failings, prior to recommending dismissal or suspension without pay. Such conference may include a maximum of two Union Stewards or designee. Whenever possible, the District shall provide advance written notice of not less than five (5) business days to the Business Agent, Chief Steward and the employee. Such notice shall include a full description of the alleged violation(s) the employee is being charged with. Requests to extend the time limit for disciplinary conferences shall not be unreasonably denied.

E. Dismissal

An employee may be dismissed by the Board of Education. Such recommendation must be submitted in writing, substantiating the reason for such action, with copies provided to the employee and the Union President or designee.

F. Suspension/Dismissal Notice

Any employee covered by this agreement who is discharged or suspended for any reason shall be given such notice in writing which notice shall state cause for such action and a copy of such notice shall be sent to the Union by the Employer.

G. Termination of Employment/Final Pay

Any employee terminating his/her employment with the district shall notify the Director of Human Resources in writing prior to receiving final pay. Final payments shall be made as prescribed by law.

H. Discipline and Dismissal Subject to Grievance Procedure

All cases of discipline and dismissal are subject to the regular grievance procedure, except for the termination of probationary employment.

APPENDIX "C"

JOB DESCRIPTIONS

UTILITY CUSTODIAN

POSITION: Utility Custodian

TERM OF

EMPLOYMENT: 12 months – 5 day work week as assigned
8 consecutive hours between 6:00 am – 11:00 pm
Two (2) 10 minute breaks

EVALUATION: Annual written evaluation by Director of Buildings and Grounds with input from the Building Fireperson or Engineer, and if appropriate, and Custodial Supervisor.

QUALIFICATIONS: High School Diploma/GED Equivalent Required
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

ESSENTIAL JOB FUNCTIONS:

1. Ensures overall security of the building as it relates to the activation/deactivation of the security system, locking/unlocking doors, securing of windows, doors, locks, removal of safety hazards etc.
2. Assists the fireperson/engineer with the overall appearance of the building and grounds regarding of specified areas, including, but not limited to: removal of snow, housekeeping.
3. Changing of light bulbs.
4. Assists in set up for regular and special functions such as, but not limited to, gym and lunchroom uses, student activities, open house events, PTA events, etc.
5. Adheres to and promotes standard building and safety operating procedures.
6. Assists with receiving of deliveries.
7. Assists in setting up for breakfast and/or lunch in the gym/lunchroom when necessary.
8. Cleaning of assigned area(s) with the following responsibilities:
 - a. Empty all trash in area and place in dumpster.
 - b. Vacuum/dust mop classrooms daily. Wet mop as needed.
 - c. Clean chalkboards daily, wash one (1) time weekly or as needed.
 - d. Dust mop hallways daily. Wet mop when needed. Buff two (2) times weekly.

- e. Clean and sanitize all drinking fountains and clean mirrors daily.
- f. Clean and sanitize restrooms in assigned area daily.
- g. Vacuum all carpeted areas, including doormats daily.
- h. Clean window glass one (1) time weekly or as needed and door glass daily.
- i. Refill/replace hand towels, soap dispensers and toilet paper daily.
- j. Dust desktop and shelves as needed with a minimum of three (3) times weekly.
- k. High dust (door frames, clocks, exit signs, picture frames etc.) one (1) time monthly or as needed.

9.

Assumes other responsibilities assigned by the Fireman or Engineer, Principal, and/or Custodial Supervisor.

CUSTODIAN

POSITION: Custodian

TERMS OF EMPLOYMENT: 12 Months – 5 day work week as assigned

EVALUATION: Annual written evaluation by the Director of Buildings and Grounds with input from the Building Fireperson, or Engineer, or EHS Maintenance Supervisor..

QUALIFICATIONS: High school diploma or G.E.D. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

ESSENTIAL JOB FUNCTIONS:

1. Ensures overall security of the building as it relates to the activation/deactivation of the security system, locking/unlocking doors, securing of windows, doors, locks, removal of safety hazards etc.
2. Assists the fireperson/engineer with the overall appearance of the building and grounds regarding of specified areas, including, but not limited to: removal of snow, trimming & cutting of lawn & shrubbery, housekeeping.
3. Engages in light maintenance such as, but not limited to, changing of light bulbs; cleaning/changing of filters; repair of lockers, desks and other minor repairs.
4. Assists in set up for regular and special functions such as, but not limited to, gym and lunchroom uses, student activities, open house events, PTA events, etc.
5. Adheres to and promotes standard building and safety operating procedures.
6. Responds promptly to all emergencies including when school is closed.
7. Helps to ensure compliance with the various federal, state, county and local codes, inspections, and other required sanitation and safety standards.
8. Assists with shipping, receiving, and inventory as needed.
9. Assists in setting up for breakfast and/or lunch in the gym/lunchroom when necessary.
10. Cleaning of assigned area(s) with the following responsibilities:
 - a. Empty all trash in area and place in dumpster.
 - b. Vacuum/dust mop classrooms daily. Wet mop as needed.
 - c. Clean chalkboards daily, wash one (1) time weekly or as needed.
 - d. Dust mop hallways daily. Wet mop when needed. Buff two (2) times weekly.
 - e. Clean and sanitize all drinking fountains and clean mirrors daily.
 - f. Clean and sanitize restrooms in assigned area daily.
 - g. Vacuum all carpeted areas, including doormats daily.
 - h. Clean window glass one (1) time weekly or as needed and door glass daily.
 - i. Refill/replace hand towels, soap dispensers and toilet paper daily.

- j. Dust desktop and shelves as needed with a minimum of three (3) times weekly.
 - k. High dust (door frames, clocks, exit signs, picture frames etc.) one (1) time monthly or as needed.
11. Assumes other responsibilities assigned by the Principal or Building and Grounds Supervisors.

MAIL RUN/CUSTODIAN

POSITION: Mail Run/Custodian - BGC

TERM OF

EMPLOYMENT: 12 months – 5 day work week as assigned 6:00 a.m. – 3:00 p.m.
Two (2) 10 minute breaks, 60 minute unpaid/duty free lunch

EVALUATION: Annual written evaluations by the Director of Buildings and Grounds and/or Designee

QUALIFICATIONS: High School Diploma/GED Equivalent required, valid Illinois Driver's License, ability to work alone, good communication skills, ability to lift up to 80 lbs.

ESSENTIAL JOB FUNCTIONS:

1. Pick up all U.S. Mail, interoffice mail, reprographics, boxes and supplies and deliver to the proper location in all buildings daily in a timely manner.
2. Take stamped U.S. Mail and packages to the Post Office and make special deliveries/pickups when required on a daily basis.
3. Ensure security and confidentiality of District interoffice/U.S. Mail.
4. Pick up trash outside Service Center daily and keep inside hallways and mail room clear of boxes.
5. Shovel snow at entrances of Service Center/Hill Ave. when necessary.
6. Prepare set ups for special events in Board Room at the Service Center when necessary.
7. Make deliveries to Aurora Public Library, District 129 and/or any other locations as required.
8. Assist warehouse fireperson with daily operations.
9. If needed, must be able to perform the essential job functions of a Custodian as outlined in the job description in the Custodial Contractual Agreement, as well as the following responsibilities:
 - a. Empty all trash in area and place in dumpster.
 - b. Vacuum/dust mop classrooms daily. Wet mop as needed.
 - c. Clean chalkboards daily, wash one (1) time weekly or as needed
 - d. Dust mop hallways daily. Wet mop as needed. Buff two (2) times weekly.
 - e. Clean and sanitize all drinking fountains and clean mirrors daily.
 - f. Clean and sanitize restrooms in assigned area daily.
 - g. Vacuum all carpeted areas, including doormats daily.
 - h. Clean window glass one (1) time weekly or as needed and door glass daily.
 - i. Refill/replace hand towels, soap dispensers and toilet paper daily.
 - j. Dust desktops and shelves as needed with a minimum of three (3) times weekly.
 - k. High dust (door frames, clocks, exit signs, picture frames, etc.) one (1) time monthly or as needed.

10. Any other duties as assigned by the Director of Buildings and Grounds and/or his/her designee.

SHIPPING AND RECEIVING CLERK

POSITION: Shipping and Receiving Clerk/Fireperson

TERM OF

EMPLOYMENT: 12 Months – 5 day work week as assigned, 8 consecutive hours between 6 a.m. and 11 p.m., two (2) 10 minute breaks and a 30 minute unpaid/paid lunch

EVALUATION: Annual written evaluation by the Director, Buildings and Grounds and/or Custodial Supervisor

QUALIFICATIONS High School Diploma/GED equivalent, Computer literate, Microsoft Word/Excel, knowledge of inventory control, knowledge of maintenance of vehicles, operation of a fork lift, ability to operate a snowplow, ability to lift up to 80 lbs.

ESSENTIAL JOB FUNCTIONS:

1. Keeps accurate inventory of all supplies, materials and equipment at Buildings and Grounds.
2. Checks in and receives deliveries.
3. Fill all custodial supply requests and deliver to buildings on a timely basis.
4. Keeps all storage areas in an orderly fashion.
5. Keeps vehicles clean and maintains accurate records for service. Arranges for service on vehicles.
6. Keeps grounds at Buildings and Grounds picked up of all trash and debris. Shovel walks and salt in inclement weather.
7. Clean daily, all offices, break areas, kitchen and restrooms.
8. Keeps current records of MSDS sheets on all chemicals provided to the District.
9. Works and communicates with Supervisors and Secretaries on a daily basis.
10. Assists Supervisors with information to prepare bid specs for supplies, equipment and materials.
11. Responds to emergency requests for supplies and/or setups in a timely manner.
12. Deliver/pick up luggage at Lorado Taft as needed.
13. Any other duties as assigned by the Director, Buildings and Grounds and/or Custodial Supervisors.

FIREPERSON

POSITION: Fireperson

TERM OF EMPLOYMENT: 12 Months – 5 day work week as assigned

EVALUATION: Annual written evaluation by Director of Buildings and Grounds with input from the Building and Grounds Supervisors.

QUALIFICATIONS: High school diploma or G.E.D. Successful completion of the Basic Boiler Operations Class and basic facets of General Building Repairs.

ESSENTIAL JOB FUNCTIONS:

1. Ensures overall security of the building as it relates to the activation/deactivation of the security system, locking/unlocking doors, repair of windows, doors, locks, removal of safety hazards etc.
2. Assumes responsibility for the overall appearance of the building and grounds regarding cleanliness of specified areas, including, but not limited to: removal of snow, trimming & cutting of lawn & shrubbery, housekeeping.
3. Engages in general maintenance such as, but not limited to, changing of light bulbs; cleaning/changing of filters; inspection of mechanical systems; repair of lockers and other repairs.
4. Sets up for regular and special functions such as, but not limited to, gym and lunchroom uses, student activities, open house events, PTA events, etc.
5. Adheres to and promotes standard building and safety operating procedures.
6. Provides direction to and supervision of the custodial staff regarding standard operating procedures and cleaning standards.
7. Assists and supports the Director of Buildings and Grounds in the evaluation of the custodial staff.
8. Responds promptly to all emergencies including when school is closed.
9. Helps to manage and ensure compliance with the various federal, state, county and local codes, inspections, and other required sanitation and safety standards.
10. Assists with shipping, receiving, and inventory as needed.
11. Set up for breakfast and/or lunch in the gym/lunchroom daily.
12. Cleaning areas assigned to the Fireperson with the following responsibilities:
 - a. Empty all trash in area and place in dumpster.
 - b. Vacuum/dust mop classrooms daily. Wet mop as needed.
 - c. Clean chalkboards daily, wash one (1) time weekly or as needed.
 - d. Dust mop hallways daily. Wet mop when needed. Buff two (2) times weekly.
 - e. Clean and sanitize all drinking fountains and clean mirrors daily.
 - f. Clean and sanitize restrooms in assigned area daily.

- g. Vacuum all carpeted areas, including doormats daily.
 - h. Clean window glass one (1) time weekly or as needed and door glass daily.
 - i. Refill/replace hand towels, soap dispensers and toilet paper daily.
 - j. Dust desktops and shelves as needed with a minimum of three (3) times weekly.
 - k. High dust (door frames, clocks, exit signs, picture frames (etc.) one (1) time monthly or as needed.
13. Assumes other responsibilities assigned by the Principal or Buildings and Grounds Supervisors.

BUILDING ENGINEER

POSITION:	Building Engineer
TERM OF EMPLOYMENT:	12 Months — 5 day work week as assigned
EVALUATION:	Annual written evaluation by Director of Buildings and Grounds with input from the Building and Grounds Supervisors.
QUALIFICATIONS:	High school diploma or G.E.D. Successful completion of the Basic Boiler Operations Class and basic facets of General Building Repairs.

ESSENTIAL JOB FUNCTIONS:

1. Ensure overall security of the building as it relates to the activation/deactivation of the system, locking/unlocking doors, repair of windows, doors, locks, removal of safety hazards, etc.
2. Assumes responsibility for the overall appearance of the building and grounds regarding cleanliness of all areas, including, but not limited to: removal of snow, trimming and cutting of lawn and shrubbery, mopping floors, removal of graffiti, and other general housekeeping.
3. Engages in general maintenance such as, but not limited to, changing of light bulbs/Ballast, cleaning and changing of filters; inspection and repair of mechanical systems; repair of lockers; repairs of electrical, and carpentry.
4. Sets-up for regular and special functions, such as, but not limited to, gym and lunchroom uses, student activities, open house events, PTA events, etc.
5. Adheres to and promotes standard building and safety operating procedures.
6. Provides direction to and supervision of the custodial staff regarding standard operating procedures and cleaning standards.
7. Assists and supports the Director of Buildings and Grounds in the evaluation of the custodial staff.
8. Responds promptly to all emergencies including when school is closed.
9. Helps to manage and ensure compliance with the various federal, state, county, and local codes, inspections, and other required sanitation and safety standards.
10. Assist with shipping, receiving, and inventories as needed.
11. Supervise/assist in setup for breakfast and/or lunch daily.
12. Cleaning areas assigned to the Building Engineer with the following responsibilities:
 - a. Empty all trash in area and place in dumpster.
 - b. Vacuum, dust mop classrooms daily. Wet mop as needed.
 - c. Clean chalkboards daily, wash one (1) time weekly or as needed.
 - d. Dust mop hallways daily. Wet mop when needed. Buff two (2) times weekly.
 - e. Clean and sanitize all drinking fountains and clean mirrors daily.

- f. Clean and sanitize restrooms in assigned area daily.
 - g. Vacuum all carpeted areas, including doormats daily.
 - h. Clean window glass one (1) time weekly or as needed and door glass daily.
 - i. Refill/replace hand towels, soap dispensers and toilet paper daily.
 - j. Dust desktops and shelves as needed with a minimum of three (3) times weekly.
 - k. High dust (door frames, clocks, exit signs, picture frames (etc.) one (1) time monthly or as needed.
13. Assumes other responsibilities assigned by the Principal or Building and Grounds Supervisors.

MAINTENANCE MECHANIC

POSITION: Maintenance Mechanic

TERM OF EMPLOYMENT: 12 Months – 5 day work week as assigned

EVALUATION: Annual written evaluation by Buildings and Grounds Supervisors.

QUALIFICATIONS: High school diploma or G.E.D. Successful completion of the Basic Boiler Operations Class and Advanced Boiler Operations Class. General knowledge of Basic Electrical (Line and Low Voltage), HVAC, plumbing, carpentry, and all facets of General Building Repairs. Proven successful, prior job experience in a related area.

ESSENTIAL JOB FUNCTIONS:

1. General working/knowledge repair in all areas of steam/hot water boiler, forced air, electric heating and cooling both chilled water and DX.
2. Individual must furnish their own tools and transportation. Fuel allowance will be provided.
3. Ensure overall security of District buildings assigned as it relates to the activation/deactivation of the security system, locking/unlocking doors, repair of windows, doors, locks, removal of safety hazards, etc.
4. Assumes responsibility for the overall appearance of District buildings and grounds regarding cleanliness of all areas, including, but not limited to: removal of snow, trimming and cutting of lawn and shrubbery, mopping floors, removal of graffiti, and other general housekeeping.
5. Knowledge of snow removal equipment to include the operation of plows, tractors, and snow blowers.
6. Engages in general maintenance such as, but not limited to, changing of light bulbs/Ballast, cleaning and changing filters; inspection and repair of mechanical systems; repair of lockers; repairs of electrical and carpentry.
7. Sets-up for regular and special functions, such as, but not limited to gym and lunchrooms uses, student activities, open house events, PTA events, etc. when filling in at a building.
8. Adheres to and promotes standard building and safety operating procedures.
9. Responds promptly to all emergencies including when school is closed.
10. Fill-in and cleaning of assigned areas for the building engineer/fireperson, as needed.
11. Helps to manage and ensure compliance with the various federal, state, county, and local codes, inspections, and other required sanitation and safety standards.
12. Assists with shipping, receiving, and inventories as needed.
13. Assumes other responsibilities assigned by the Principal or Building and Grounds Supervisors.

LEAD GROUNDSKEEPER/FIELD PERSON

- POSITION:** East High School
Groundskeeper/Field Person/Custodian
- QUALIFICATIONS:** High School Diploma or G.E.D. Successful completion of Custodial Training Program within a year pending availability of the training course. Meets District Physical/Lifting Examination standards and has pesticide certification. Reports to the building supervisor and the Athletic Director.
- WORK SCHEDULE:** Eight consecutive hours between 6:00 a.m. and 11:00 p.m. Monday through Friday, or Tuesday through Saturday, as determined by the Supervisor or the Director of Buildings and Grounds (some scheduled weekend work may be required), with a ½ hour lunch and two ten minute breaks.
- EVALUATION:** Annual written evaluation with input from the Athletic Director and the building supervisor.
- QUALITIES:** To meet the above goals the custodian must:
1. Be accessible; stay in contact with the Building Engineer/Fireperson and Principal.
 2. Communicate; relay his/her concerns to the proper authorities; listen and act on the concerns of those authorities.
 3. Carry out custodian tasks without causing classroom disruption or distraction.
 4. Show initiative, be creative in solving problems, and be willing to go beyond routine.
 5. Be dependable; be reliable in both attendance and consistent quality of work.
 6. Have a positive attitude; take a professional approach to work, carry out the directive of Principal, Fireperson, or Engineer in a positive expedient manner.
 7. Be knowledgeable, continue ones professional development so that goals and tasks are accomplished in an efficient, effective and economical manner.

ESSENTIAL JOB FUNCTIONS

1. Set up athletic field for all sporting, practice, and physical education class events per IHSA guidelines and/or as directed by building supervisor including: football, track and field, tennis, cross country, soccer, baseball, softball, etc. including field, all outside entrances and drives.
2. Clean stadium, with help or assigned staff, after usage.

3. Cut grass in stadium and on athletic fields, along with aid of other staff members.
4. Provide grounds care and upkeep of school grounds, such as tree trimming, edging, raking, leaf removal, spraying, trash barrel dumping and sweeping of porches as directed by building supervisor
5. Police grounds twice daily for litter.
6. Supplies, remove snow, trimming and mowing, secure building, minor (tool pouch) maintenance; set up/break down special events, remove litter, move furniture and paint.

AREAS: Some examples of areas that the custodian may be assigned:

Lavatories, shops, auditoriums, sidewalks, kitchens, corridors, laboratories, gymnasiums, parking lots and heating plant facilities.

