## CONTRACT BETWEEN

## THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73

and

THE BOARD OF EDUCATION, DISTRICT NO. 131

2021-2025

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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 NON DISCRIMINATION

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 The Board shall, in accordance with Section 3 (c) of the Illinois Educational Labor Relations Act, provide the Union with reasonable access to and information about employees in the bargaining unit. Provided, however, such access shall at all times be conducted in a manner so as not to impede normal District operations.
- 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.
- 3.4 Each spring, the summer hours for all employees as well as work schedules for the next school year will be discussed. The District will make every effort to ensure consistent scheduling for all members, including during the summer and half-days. For clarification, the district shall have the final authority to set work schedules.

# 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.

- 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.
- 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. Two union representatives, one of which may be someone not employed by the district, may be present at the meeting of each step of the grievance procedure. The district may have two representatives of its own in the meeting.

#### 6.3 Procedures

Informal Conference: A complaint shall first be discussed with the object of resolving the

matter informally.

Step 1 The aggrieved employee and a representative of the aggrieved, as desired, shall file the grievance in writing with the Assistant Superintendent for Operations at the first step within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The written grievance shall state, but not be limited to, the nature of the grievance, the clause or clauses of the Agreement allegedly violated, and the remedy requested. The Assistant Superintendent for Operations will arrange for a meeting to take place within ten (10) days after receipt of the grievance to discuss the matter. The Assistant Superintendent for Operations or his/her designee shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) days of the meeting.

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 of his/her receipt of the Assistant Superintendent for Operations' or his/her designee's written decision or the last day such decision was otherwise due (if no Step 1 decision was timely issued), the grievance with the Superintendent. The employee shall send a copy of such grievance to the Union President. Within five (5) days after such written grievance is filed with the Superintendent, the aggrieved, a representative of the aggrieved, as desired, and the Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within five (5) days of the second step meeting and communicate it in writing to the employee and the Union President.

Step 3 If the grievance is not resolved satisfactorily at Step Two, the Union shall submit a written demand for arbitration to the Assistant Director of Staff and Students Services and the Federal Mediation and Conciliation Service within thirty (30) days of receipt of the step two answer. The Union shall request the Federal Mediation and Conciliation Service to issue a panel of arbitrators and their qualifications and experience. The arbitrator shall be selected in accordance with FMCS rules, with the first strike determined by lot. The arbitrator selected shall be jointly notified of his/her selection and requested to contact the parties with respect to setting up a time for a hearing. If the demand for arbitration is not filed within thirty (30) days of the date for the step two 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 in writing by the School Board and the Union, 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 arbitration shall not make any award void or prohibited by law, statutory, or decisional.

Each party shall bear full costs for its representation in the arbitration. The cost of the arbitrator and the FMCS shall be divided equally between the Board and the Union (or employee). If either party requests a transcript of the proceedings, that party shall bear full cost of that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union (or employee).

# ARTICLE VII PROBATION AND PHYSICAL EXAMINATION

### 7.1 Probationary Period

New employees, including utility custodians, shall be subject to a sixty (60) workdays 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 sixty (60) working days shall include at least-twenty (20) 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 Assistant Superintendent Staff & Student Services. 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. The Board shall require an agility test perform at the district by the HR department.

# ARTICLE VIII CONDITIONS OF EMPLOYMENT

#### 8.1 Work Hours

The normal work week shall consist of (40 hours). The standard work day for full time Employees shall be 5 consecutive days of eight (8) hours of paid time, which excludes a duty-free lunch or dinner break of thirty (30) minutes. The work day for regular part time employees shall be 5 consecutive days of less than 8 hours. The work week shall be computed to begin at 12:00 a.m. Monday.

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.

Shifts which regularly start before noon will be considered a "prime hour" shift.

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-presidentially 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 will: (a) on a non-shift callin, be guaranteed two (2) hours of work; or (b) have their regular shift extended by the time necessary to complete such work.

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 Director of Buildings and Grounds 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 any building but that are outside of his or her classification he or she shall be paid overtime at his or her regular rate, regardless of the month the work occurs. 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 upon return, does not constitute a day worked.

### 8.3 Rest Periods

The Board will permit two (2) rest periods per shift in the amount of ten (10) minutes, one 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.

## 8.4 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.

### 8.5 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.

### 8.6 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 saidchanges.

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.

8.7 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.

## 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 sixty (60) workdays 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

"District 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 employees first regular full-time day of employment 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.

Unless otherwise clearly indicated, use of the term "seniority" in this agreement shall mean "classification seniority" as defined in this section.

### 10.2 Layoffs and Recall

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

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.

Pursuant to Section 10-23.5 of the Illinois School Code, if the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific classification shall be tendered to the employees so dismissed from that classification or any other classification, so far as they are qualified to hold such positions. If an employee accepts the tender of a vacancy within one calendar year from the beginning of the following school term, then that employee shall maintain any rights accrued during his or her previous service with the Board.

#### 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 alateral transfer shall apply through the District's website or may apply by letter to the Assistant Superintendent for Staff and Student Services 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 bythe 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 working with in the classification 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, unless the vacancy created by the transfer is a "prime hour" shift. If the vacancy created by a lateral transfer is a "prime hour" shift, then lateral transfers may continue until the vacancy created is not a "prime hour" shift, or up to three lateral transfer, whichever is less. 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 may 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 interview process will include two bargaining unit members from the relevant job classification. The final decision shall be made by the Director of Buildings and Grounds with input 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 five consecutive days.

10.4 If promoted or hired in the months of June, July or August, the probationary period will be extended an additional sixty (60) working days, provided, however, such employee shall be paid the regular rate of the classification during the additional sixty (60) working days probationary period. Maintenance Mechanics promoted from a lower category position shall begin a sixty (60) working days 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 <u>Hospitalization/Major Medical Insurance</u>

A. All employees scheduled to work 30 or more hours per week are considered full time employees for insurance purposes. The Board shall continue to provide health insurance including major medical, dental, vision, and prescription drug coverage, in accordance with existing plans. The employee health insurance premium contribution and benefit levels (including but not limited to deductibles, co-insurance, copays, out of packet maximums, out of network penalties and coverages) shall remain the same as they were in the 2020-2021 school year for the life of the contract.

- B. 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. The committee shall make recommendations on a consensus basis and not by majority vote.
- C. Effective January 1, 2023, all bargaining unit members will be subject to a working spouse eligibility provision with respect to their medical, dental and/or vision insurance. If a spouse is eligible for employer-sponsored insurance coverage, that spouse will be ineligible to participate in the district's respective plan. For the 2022-2023 and 2023-2024 School years, all employees affected by a spouse's ineligibility for medical insurance participation shall receive an annual payment of \$250 no later than the first payroll in February to assist with the cost of their spouse's separate insurance plan. If a spouse has access to government-sponsored coverage (e.g. Medicare, Medicaid), access to District coverage will be a supplementary coverage; not primary coverage.

### 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 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. As soon as practicable, this policy shall be converted to a 120-calendar day elimination.

# ARTICLE XIII WAGE SCHEDULES

13.1 Employee will be paid in accordance with appendix "A" (pay calendar)

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 floating (1) day determined day will be jointly agreed upon by the Board and the Union to be determined within thirty (30) days of the establishment of the school calendar
- 15. Juneteenth, when it falls on a work day

All holidays will be scheduled by the district calendar

- 14.2 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.
- 14.3 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

### 15.7 Parental 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 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 Parental 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 Parental 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 Assistant Superintendent for Staff and Student Services at least ninety (90) calendar days prior to the expected return. If the leave is other than intermittent failure to so notify Assistant Superintendent for Staff and Student Services, 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 <u>Vacations - Full-Time Employees</u>

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.
- 18.6 Any employee who does snow removal will be allowed a \$150 reimbursement annually for snow boots, gloves, hats, or similar, with proper substantiation. The school district will not reimburse for tax paid by the employee.

# 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 mileagerate.

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

The Board shall deduct from the regular paycheck of each employee, for whom it previously receives written authorization or notice to do so from the Union, the required amount of Union dues. A list of employees from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper Union officer upon request. Deductions pursuant to this provision shall continue unless and until authorization is properly withdrawn or revoked by the employee in accordance with Union requirements and notice of such withdrawal or revocation is provided to the Board by the Union, or the employee is no longer employed in a bargaining unit position.

If the Union does not provide the Board with actual copies of employee authorization or revocation requests, then the Board shall rely on information provided by the Union regarding whether deductions were properly authorized or revoked and the Union shall indemnify the Board for any damages and reasonable costs incurred for any claims made by an employee for deductions made in good faith reliance on that information.

### 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.

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 planuntil 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.

### 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 his/her remaining three years of service
- 3. If an employee gives the Board an irrevocable written notice of retirement by June 1 two year priors 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 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.

### 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 GENERAL PROVISIONS

### 23.1 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.

### 23.2 Bulletin Boards

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

### 23.3 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 is 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.

### 23.4 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. Assistant Superintendent for Staff and Student Services.

### 23.5 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.

### 23.6 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.

## ARTICLE XXIV **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, 2021. This Agreement shall continue in effect until 11:59 p.m., June 30, 2025.						
This Agreement is signed this 4th day of April, 2022						
In Witness Thereof:						
For the Service Employees Union, Local Seventy-Three S.E.I.U – AFL-CIO	For the Board of Education					
By: Marshe	By: Africa					

# APPENDIX "A" SALARY SCHEDULE

	2021-2022	2022-2023	2023-2024	2024-2025
Utility Custodian	15.25	15.71	16.18	16.66
Custodian/Mail Run	20.28	20.89	21.52	22.16
Groundskeeper	22.80	23.48	24.19	24.91
Fireperson Buildings (0-300 students)	26.25	27.04	27.85	28.68
	30.95	31.88	32.84	33.82
Fireperson (0-300 students - hired before 7/1/2005)				
Fireperson (301-700 students)	26.50	27.30	28.12	28.96
Fireperson (301-700 students - hired before 7/1/2005)	31.25	32.19	33.15	34.15
Building Engineer/Fireperson (701-1100 students)	27.01	27.82	28.65	29.51
Building Engineer (1101-4500 students)	29.46	30.34	31.25	32.19
Maintenance Mechanic	34.82	35.86	36.94	38.05

### NOTES:

- Mail Delivery position paid at custodian rate.
- Warehouse Shipping and Receiving / Admin Center position paid at Fireman (0-300 student) rate.
- During the 2021-2022 school year, a one- time \$1000 stipend will be paid to all night-shift employees who occupy such position at the ratification of this agreement.

# APPENDIX "B" DISCIPLINE & DISMISSAL

### A. <u>Disciplinary Procedures</u>

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 Assistant Superintendent for Staff and Student Services or designee. The employee may be accompanied at such conference by a

representative of the Union. The Board acknowledges the principle of progressive discipline.

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.

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.

### B. <u>Disciplinary Sequence</u>

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 Assistant Superintendent for Staff and Student Services 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 Steward or designee. Whenever possible, the District shall provide advance written notice of not less than three (3) 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. <u>Discipline and Dismissal Subject to Grievance Procedure</u>

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.

- 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**

**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, skilland/or ability required.

- 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 lightbulbs; 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.
  - i. 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

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 or G.E.D. Equivalent required, valid Illinois Driver's License, ability to work alone, good communication skills, ability to lift up to 80 lbs.

- 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/orhis/her designee.

#### SHIPPING AND RECEIVING CLERK

### POSITION: Shipping and Receiving Clerk/Fireperson

**TERM OFEMPLOYMENT:** 12 Months - 5-day work week as assigned, 8 consecutive hours between 6a.m. and 11 p.m., two (2) 10 minute breaks and a 30 minute unpaid/paid lunch. **EVALUATION:** Annual written evaluations by the Director of Buildings and Grounds and/or Custodial Supervisor

**QUALIFICATIONS:** High school diploma or G.E.D. equivalent required, 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.

- 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. equivalent required, Successful completion of the Basic Boiler Operations Class and basic facets of General Building Repairs.

- 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.

- 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 far 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 fallowing 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.

- 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.
- 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. Must have a current and valid driver's license 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 1/2-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 example of areas that the custodian may be assigned: Lavatories, shops, auditoriums, sidewalks, kitchens, corridors, laboratories, gymnasiums, parking lots and heating plant facilities.