



AN AGREEMENT BETWEEN  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73  
AND  
THE BOARD OF EDUCATION OF SCHOOL DISTRICT 129  
July 1, 2017 to June 30, 2020



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## ARTICLE I RECOGNITION OF BARGAINING UNIT

### A. Bargaining Agent

The Board of Education, Aurora (West) Public School District 129, Aurora, Illinois (“Employer”) recognizes Local 73 Service Employees International Union (“Union”) as the sole bargaining agent for all full and part time (part time is defined as any employee working less than thirty 30 hours per week) custodial and maintenance employees with the exception of supervisors, managerial employees, confidential employees and temporary employees as such excluded employees are defined in Section 2 of the Illinois Educational Labor Relations Board.

### B. Bargaining Terms

The parties each voluntarily and without qualification waive any right which might otherwise exist under law to negotiate over any matter during the term of this collective bargaining agreement (“Agreement”). Each agrees that the other shall not be obligated to bargain collectively with respect to any matter, except as otherwise specifically provided herein, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

## ARTICLE II EMPLOYEE RIGHTS AND RESPONSIBILITIES

### A. Dues Deduction

Upon receipt of a lawfully executed written authorization from an employee, the Board shall, during the term of this Agreement or until authorization is revoked in accordance with its terms, deduct the regular bi-monthly union membership dues or initiation fee of such employees from their paychecks, and shall, on a bi-monthly, remit such deduction to the official designated by the union in writing to receive the same. The union shall notify the Board in writing of the exact amount of bi-monthly membership dues to be deducted. The authorization provided for by this section shall conform to all applicable Federal and State laws. The union shall refund to the Board or to the employee any dues which may be deducted erroneously or any monies which may be remitted erroneously to the union. The union will indemnify and hold harmless the Board of Education, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other claims or liability by reason of a faithful execution of this provision.

### B. Fair Share

1. Employees covered by this Agreement who are not members of the union shall be required to pay their fair share of the costs of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment, commensurate with the dues uniformly required of members. The Fair Share fee shall not include any fees for contribution related to the election or support of any candidate for political office or other political contributions. The union shall annually certify to the Board the amount constituting each non-member employee's fair share. Such certification shall be made in writing by the union steward and submitted to the Business Office by September 1 of each year.

2. In the event that the non-member employee does not pay his/her fair share fee directly to the Union on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, the Board shall deduct such fair share fee from the earnings of the non-member employee and pay such amount to the Union no later than ten (10) days following such deduction. Such amount shall be deducted at the proportionate rate per pay period.

3. If a non-member employee declares the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member, such employee shall be required to pay an amount equal to their fair share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to reach agreement on the matter, the employee may select a charitable organization from a list established and approved by the

Illinois Educational Labor Relations Board, or in the event no such list is established, such list shall be established by the Board of Education and the Union.

4. The Union shall indemnify and save harmless the Board and all of its agents and employees from any and all claims, demands or suits resulting from any reasonable action, or failure to act, by the Board or any of its agents or employees for the purpose of complying with the provisions of this article. The Board retains the right to select its own attorneys and the Union agrees to reimburse the Board for reasonable attorney fees incurred in connection with this provision.

#### C. Non-Discrimination

The Board shall not unlawfully discriminate against any employee on the basis of sex, race, color, creed, protected Union activity, or national origin. Any claim that there has been such unlawful discrimination shall not be subject to the binding arbitration procedures of this contract.

#### D. Monitoring of the Conditions of the Buildings and Premises

Custodians shall immediately report any condition that requires repair or constitutes a dangerous condition to their supervisor and/or the building principal. The District shall develop a form to be used to report such conditions.

#### E. Evaluations

Employees shall be evaluated in writing at least one time every other school year. Employees shall receive a copy of his/her evaluation and the contents will be reviewed by the employee with the Director of Operations and/or the building principal or facility director.

#### F. SEIU COPE Payroll Deduction

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 in writing on a form provided by the Union for that purpose. The Union shall indemnify and save harmless the Board and all of its agents and employees from any and all claims, demands or suits resulting from any reasonable action, or failure to act, by the Board or any of its agents or employees for the purpose of complying with the provisions of this section. The Board retains the right to select its own attorneys and the Union agrees to reimburse the Board for reasonable attorney fees incurred in connection with this provision.

#### G. Recognition of Web-Based and Electronically Recorded Sign-Ups

The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded telephone calls, by submitting to the Union an online deduction form authorization, or by any other means of indicating agreement allowable under state and federal law.

The parties acknowledge and agree that the term “written authorization” and any similar terms used in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirement of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.

#### H. Access to Employee Lists

By September 1 the Employer will send the Union a list of all current employees, which shall include each employee’s name, address, all telephone numbers (including personal phone numbers if available), work email address, job title, base hourly pay rate, identification number, and gross pay. The list will be provided in an agreed-upon format and transmitted electronically.

The Union shall have the right to send emails to the members of the bargaining unit, with their origin as Union communications being clearly identified, regarding meeting notices and any other Union business.

In order to foster good communications among members of the bargaining unit, the Employer shall post a full and complete copy of this Agreement within ten (10) days of the signing of this Agreement on the Human Resources page of its website.

#### I. Access Other than at Orientation Meetings and Trainings

Officers and representatives of the Union, including stewards, will have access to the Employer’s premises for the purpose of engaging in Union business. When Union representatives enter the employer’s premises for such purposes, they will notify the Employer by whatever reasonable means are available, or by any specific means the Employer has designated, as soon as practical. The term “Union business” for the purposes of this Article shall include, but not be limited to, meeting with bargaining unit members, either individually or in groups; investigating grievances or potential grievances; meeting with management for any purpose; posting or distributing notices or other information; or any other legitimate union purpose.

#### J. Union Steward Representation Activities

The Union may designate union stewards who shall be granted reasonable time during working hours to conduct union representation activities without loss of pay. A non-exhaustive list of union representation activities includes adjusting disputes, observing and investigating working conditions, collecting dues/fees, meeting with employees concerning possible union membership, conducting new employee orientations, ascertaining that this Agreement is being adhered to, representation of employees at meetings, including pre-disciplinary meetings, investigating and processing grievances, up to an including arbitration, engaging in union contract negotiations and labor-management meetings with the employer, participating in union steward training, posting or distributing notices or information, and other legitimate union business.

#### K. Union Bulletin Board

The District shall provide a bulletin board in each facility for use by the union readily accessible to all bargaining unit employees. The union may post material on the bulletin board for any legitimate union purpose.

## ARTICLE III WORKING CONDITIONS

### A. Work Day and Work Week by Position Classification

1. Day Custodians - Work week shall consist of forty (40) hours per week. In addition to the eight (8) hour work day, the employees shall have an unpaid lunch period of thirty (30) minutes. Working hours for this shift will generally be between the hours of 5:00 am and 5:30 pm.
2. Lead Custodians - Work week shall consist of forty (40) hours per week. In addition to the eight (8) hour work day, the employees shall have an unpaid lunch period of thirty (30) minutes. Working hours for this shift will generally be between the hours of 5:00 am and 5:30 pm.
3. Night Custodians - Work weeks shall consist of forty (40) hours per week. The work day will include one-half hour paid lunch each day while on the night shift. Employees may not leave the building during their shift or for lunch. Exceptions to this rule may be made on a case-by-case basis at the discretion of the building principal, or the Assistant Superintendent for Operations or designee on a non-precedential basis. Working hours for this shift will generally be 3:00 PM to 11:00 PM.  
  
Night custodians may be assigned to the day shift when necessary and may work the day shift during the summer. When working during the summer, winter and spring breaks, night custodians may work the same shift and hours as the day custodians.
4. Non-Traditional Work Week (NTWW) Custodians - Work week shall consist of forty (40) hours per week. In addition to the eight (8) hours work day, the employees shall have an unpaid lunch period of thirty (30) minutes. Work week will typically run from Saturday through Wednesday for those hired into the position prior to May 1, 2017. Postings for any positions created after May 1, 2017 will specify the required work week.
5. Floaters - Work week shall consist of forty (40) hours per week. In addition to the eight (8) hour work day, the employees shall have an unpaid lunch period of thirty (30) minutes. Working hours and work week will vary according to daily assignment.
6. Temporary Positions - Employees shall normally not be employed in such temporary positions for more than six (6) months unless a temporary employee is filling in for a bargaining unit employee on a Board-approved leave of absence.
7. Maintenance - Work week shall consist of forty (40) hours per week. In addition to the eight (8) hour work day, the employees shall have an unpaid lunch period of thirty (30) minutes. Working hours for this shift will generally be between the hours of 5:00 am and 5:30 pm.

8. For salary schedule purposes, the term Maintenance may include different job categories including but not limited to skilled trades, general maintenance painters, grounds and skilled trade assistants. Each category may have its own schedule.

9. Part time – Part time positions are any positions that require fewer than thirty (30) hours of work per week. Working hours and work week for part time positions will be determined by need and posted and contracted accordingly. Job Descriptions - The District shall develop a job description for each of the positions in the bargaining unit. The job descriptions will be reviewed annually by a committee composed of District administration and the union.

10. Qualifications and Training – All Lead Custodians skilled trades, maintenance, skilled trade assistants and painters are required to be certified as deemed necessary by the District.

The District will work collaboratively with SEIU Local 73 to provide ongoing training in areas relevant to the assignments within the bargaining unit. Where appropriate, the District may provide training in-house and may utilize SEIU Local 73 members as instructors. If a local member is to conduct the training, a reasonable amount of notice and preparatory time outside of the regular work day may be requested. When outside training is required, the District will share equally the costs of the trainer and materials with SEIU Local 73 and pay employees to attend professional development classes. All professional development must be pre-approved by the Assistant Superintendent for Operations or designee and a representative from SEIU Local 73.

Annually members will be provided with notification of the certifications that they have obtained. It is the member's responsibility to insure the certifications listed are accurate and to provide supporting documentation where necessary.

11. Out-of-Classification Work - An employee assigned to work in a classification other than the one assigned shall receive the original assignment's rate of pay unless the work requires monitoring or working on a boiler. In that case, the employee must have boiler certification and will receive the rate of pay of that classification. Also, if an employee works in a classification other than the one assigned for more than five (5) days to a maximum of ten (10) days, the employee will receive the higher of the two hourly rates of pay.

12. Change in Working Hours or the Work Week - If the District finds it necessary to change the established work hours or work week, it will notify the bargaining unit employee(s) and the Union as far in advance as possible, but not less than ten (10) calendar days before implementing the change. The District will, upon request from the Union, arrange a meeting to discuss the change prior to the implementation for the purpose of reaching mutually acceptable resolution of any conflicts. This provision includes changes to summer hours.

## B. Rest Period

During every four-hour period of work, employees will be permitted a fifteen (15) minutes paid rest period to be taken at the job site or building where the employee is working. Rest periods are to be taken at times which do not interfere with the flow of the work and shall not be added to the lunch break.

## C. Overtime

1. The work week begins at 12:01 a.m. on Monday and ends at 11:59 p.m. on Sunday night. All hours worked in excess of forty (40) hours within a work week will be paid as overtime at one and a half the employee's regular hourly rate of pay.

2. For non-traditional work week employees, the work week begins at 12:01 a.m. on the first assigned day of the week and ends at 11:59 p.m. on the fifth night. All hours worked in excess of forty (40) hours within a work week will be paid as overtime at one and a half the employee's regular hourly rate of pay.

3. The District will rotate overtime opportunities by building and shift at the elementary schools and by seniority at the high school. When there is need for overtime work to be done at an elementary school, the day custodian within that building will be given the opportunity to work those hours. If he/she declines, the offer is made to the night custodian. If he/she declines then a floater custodian is called to work those hours. When there is need for overtime work to be done at the high school, the most senior custodian in the building will be given the opportunity to work those hours. If he/she declines, the offer is made to the next most senior member in that building. This process continues until someone accepts the offer. The next time the need arises for overtime work to be done at the high school, the offer is made to the next person on the list after the person who accepted the last overtime hours. If no one on the seniority list at the high school accepts the offer of overtime hours, the hours are given to a floater custodian. The District will maintain records about when it offers overtime opportunities and to whom. The Union and employees shall have access to these records upon request.

## D. Emergency Call-Back

1. An employee called back to work on any day after having left the premises shall be guaranteed and paid a minimum of two hours of overtime. This provision does not apply to instances when an employee is called in to start the shift early.

2. Employees called back on Sundays or holidays will be guaranteed a minimum of two hours work paid at double time. This provision does not apply to scheduled work on Sundays or holidays.

## E. Holidays

### 1. Holidays with pay are as follows:

Independence Day

Labor Day

Columbus Day

Thanksgiving Break (Wednesday, Thursday, Friday)

Christmas Day and the first work day prior to Christmas Day

New Year's Day and the first work day prior to New Year's Day

Martin Luther King's Birthday

President's Day

Friday before Easter

Memorial Day

2. Employees must either work the day before and after a paid holiday or use paid vacation or personal leave time on those days.

3. Legal holidays which fall on Saturday or Sunday shall be compensated by adding one (1) additional day's pay at the employee's regular rate or by having the day prior to or immediately following declared a vacation day for all employees. The District may change these designated holidays as necessary. If a holiday is eliminated the District will work collaboratively with the union to designate a replacement holiday.

## F. Vacation

Employees hired before July 1, 2017 will be granted twenty (20) days of vacation after completing the probationary period. Employees are not barred from using their vacation time during winter, spring or summer break, subject to coverage limitations. Employees may bank up to forty (40) days of vacation. Any unused vacation days over forty (40) will be removed from the employee's vacation balance. The District reserves the right to prorate the current year's allotment of vacation days for any staff who leave before a full year of service.

For new hires after July 1, 2017 the following vacation will be granted:

Year 1	5 days
Years 2-5	10 days
Years 6-8	15 days
Years 9+	20 days

By April 1 of each year employees will submit to the District in writing their preferences for vacation for the ensuing school year commencing July 1 and running through June 30. Where conflicts in vacation requests submitted on time exist, the more senior employee will be granted the time off. The District will notify employees no later than May 1 each year whether or not their vacation requests have been granted. Requests for vacation submitted at other times must be made at least four (4) weeks in advance and not conflict with the scheduling of building coverage and the flow of work. The District may grant requests to use vacation with less than four (4) weeks notice on a non-precedent setting basis.

#### G. Distribution of Work

A Labor Management work committee with equal representation selected by SEIU and management will be formed to attend the issues on an as needed basis. The initial charge of the committee will be to assess the needs of the district and to help to determine equity in the distribution of work. These initial meetings will be held quarterly. The committee will also consider the appropriate allocation of any additional FTE provided by the district. Criteria to be considered in the evaluation included square footage, room type and work required. Any committee work performed outside of the normal work day is not eligible for compensation.

On an ongoing basis, the committee may meet in smaller groups based on level to address concerns or to collaborate on upcoming projects and district initiatives.

## ARTICLE IV COMPENSATION

### A. Salary Schedule

Exhibit A contains current salary schedules for day custodians, swing shift custodians, night custodians, lead custodians, non-traditional work week custodians, floaters and maintenance, skilled trades, skilled trade assistants, and painters.

For each year of the next three years 17-18, 18-19 and 19-20 employees will receive an increase of \$.45 (forty five cents) per hour per year.

All employees currently receiving the longevity stipend and off the schedule, will be placed at the salary level of their respective classification 16-17 step 25.

### B. Salary Schedule Placement

The District may grant newly hired employees with verifiable work experience credit on the salary schedule.

Employees who move from lower paid custodial position to a higher paid custodial position will be placed on the appropriate salary schedule according to accrued years of service.

Employees who change classification from custodial to maintenance, assistant or skilled trade will receive an increase of \$3 per hour or step 1 of the schedule whichever is higher.

### C. Longevity

While those currently receiving the \$1,000 longevity stipend (non-compounding) will continue, no new members will be eligible for longevity stipend.

### D. Skilled Trades

The previously agreed to salary schedules for skilled trades and skilled trades assistants will be added to the contract.

Skilled trade employees will receive \$1,000 stipend annually (non-compounding).

### E. Building Checks

Building checks will be assigned by District administration on an as-needed basis. The number of assignments, the buildings to be checked and the hours worked will be at the administration's discretion. The assignments will be offered to employees on a rotating basis based on seniority within the District. If during a building check an employee

discovers work that must be done, a report will be made to the Buildings and Grounds Director who will authorize the assigned work and make necessary adjustments for the remaining building checks.

## ARTICLE V RETIREMENT

### A. District Paid Retirement-Stipend

1. An employee who has a minimum of ten (10) years' service with the district, who is/will be 55 years of age by June 30 of the year in which he/she intends to retire and who submits an irrevocable letter of intent to the School Board no later than February 1 of the year of retirement will be eligible for one of the following retirement options:

A retirement stipend of five thousand (\$5,000.) dollars to be paid on the payroll period thirty (30) days after the last day worked.

If an eligible employee submits a notice of their intent to retire up to 4 years prior to their retirement date, they will receive an increase of 2% over and above any other scheduled increases not to exceed 6%.

No category movement in the least four years of retirement may result in an IMRF penalty to the district.

If an employee returns to the district in another role, they are not eligible for an additional incentive.

### B. District Paid Retirement Benefit

The Board shall pay up to 4.5% of the employee's Illinois Municipal Retirement Fund (IMRF) obligation and shall remit these funds to IMRF.

## ARTICLE VI INSURANCE

### A. Health and Hospitalization

For each employee working thirty (30) or more hours per week and who desires to participate, the District shall contribute an amount equal to 85% of the total premium cost for individual (single) coverage and 70% of the total premium cost for one or more dependents or family coverage toward a group health plan provided by the district.

### B. Life Insurance

The Board shall provide a group term life insurance policy in an amount equal to \$50,000 for each full time employee of at least 30 hours per week. All employees are subject to any eligibility requirements for insurance.

## ARTICLE VII LEAVES

### A. Sick Leave

1. Each year on July 1, twelve (12) district paid sick leave days will be granted to all employees who have completed the probationary period. Unused district paid sick leave days may accumulate to a maximum of 180 days. Sick leave may not be granted for routine medical treatment, including routine dental services, unless agreed to by the supervisor and employee. Proof of illness, as certified by a physician, must be furnished upon request of the Administration Office.
2. Employees who begin employment after July 1 or who terminate employment prior to June 30 will be allocated district paid sick leave days on a pro-rated basis.
3. Employees must notify the Director of Operations of any absence by 5:30 AM for day shifts and 11 AM for evening shifts so that arrangements can be made for reassignment of duties. Notice of pending return also must be given as early as possible to prevent unnecessary duplication of cost and service should such services be provided.
4. Sick leave may be used for illness, injury or to care for an employee's immediate family or a member of the household with a health condition that requires treatment or supervision. Immediate family is defined as spouse, children, parents, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, stepparents, and stepchildren. Serious illness will be determined by a certificate from the attending physician upon request of the Administration Office.

### B. Parenting Leave

An employee shall be granted parental/child-rearing leave of absence without pay if no sick or vacation days are available if a written request for such leave is submitted. This leave will be granted for the birth or adoption of a child. An employee desiring parental/child-rearing leave as a result of the birth of a child shall make such request in writing to the Executive Director for Human Resources or designee at least ninety (90) calendar days prior to the anticipated birth of the child. Said request will be submitted to the Board for approval.

The employee shall supply a statement from the attending physician indicating anticipated date of birth. The date of the commencement of the leave shall be a date mutually agreeable to the employee and the Executive Director for Human Resources. Irrespective of the agreed upon date for commencement of the leave, it shall begin on the actual date of delivery or the date on which the employee is medically unable to continue employment.

The leave shall not exceed the balance of the school year in which it commences and one additional school year. An employee on parental/child-rearing leave shall be required to

give notice of his/her intent to return to the District by March 1 of the year prior to the school year he/she intends to return. Said employee shall be returned to the same position he/she left, or another position for which the employee is qualified. Any employee granted a parental/child-rearing leave who completed ninety (90) days of the school term prior to his/her leave shall be considered to have completed a full year for the purposes of vertical advancement on the salary schedule. The employee can continue insurance in the group at his/her expense by paying the premiums on a timely basis.

Nothing in this Article shall be construed as requiring any employee to apply for a parental/child-rearing leave. Actual disabilities arising out of pregnancy shall be deemed illness subject to Article VII, Section A provided that such sections shall not be applicable during the period of the parental/child-rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment in the district. An employee granted child-rearing leave hereunder shall not be eligible for additional parental leave until such employee has returned to full-time employment in the district for at least one (1) year.

#### C. Adoptive Leave

An employee's adoption of a child will be considered an approved use of sick leave. Approved adoptive uses of sick leave will include the employee meeting with an adoption agency, attorney, or physician, health verification of the employee, home visitations, travel time to pick up the adoptive child, and support of an adoptive child after placement in the home. Verification of an employee's absence will be provided to the District for absences of more than five (5) consecutive days by an attorney, adoption agency or physician. The adoption of a child by an employee qualifies for leave provisions of this contract including but not limited to the provisions of the Family and Medical Leave.

#### D. Bereavement Leave

Bereavement occasioned by death in the immediate family or a member of the household of an employee will constitute basis for utilization of up to three (3) days of leave to attend services and/or handle personal affairs of the deceased. An extension of up to two (2) additional days because of distance or other extenuating circumstances may be granted upon request to the Executive Director for Human Resources. Additional days that are approved shall be deducted from district paid sick leave or personal leave. For bereavement leave, immediate family is defined as spouse, children, parents, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, stepparents, and stepchildren. Bereavement shall be available for each occurrence that qualifies under this provision. Administration reserves the right to request documentation from the employee citing the death of the individual for which the leave is taken.

#### E. Personal Leave

1. Each year on July 1, two (2) district paid personal leave days will be granted to all employees. Employees may accrue up to a maximum of three (3) days of personal leave. Use of district paid personal leave must be approved by the Director of Operations at least forty-eight (48) hours prior to the leave date. Approval of the leave will be based on the scheduled workload and the availability of substitutes at the time of the request. The leave shall not be granted during the first or last five (5) days of student attendance or the day preceding or following a school vacation or holiday.

F. The use of three consecutive personal leave days must be prior approved by the Executive Director for Human Resources. District paid personal leave is to be used for employee personal and business uses which cannot be scheduled outside regular employment hours.

#### G. Planned Medical Leave

1. It is the intent of the District that leave or authorized absences be arranged to protect the health of the employee. For planned medical procedures, notification to the District should be made as soon as the dates are known.

2. Consistent with the orderly continuance of the District's program, the leave or authorized absence may begin and continue for a period of up to one calendar year from the date the leave commences.

3. When the interruption of performance of duty occurs within an annual work period, then for that period of time which the employee's personal physician shall certify the employee physically unable to perform the responsibilities of the contract, any sick leave accrued to the employee's credit may be taken in lieu of absence without pay.

#### H. Jury Duty Leave

When an employee is called for jury service in any municipal, county, state or federal court the employee shall advise the supervisor and Human Resources office immediately upon receipt of such call, and if taken from work for such service shall be reimbursed at the rate of pay as would normally be accrued during performance of regular duties. A copy of the summons shall be attached to the Request for Absence. Any compensation received by the employee shall be paid to the District.

#### I. Family Medical Leave Act

The District will abide by the provisions of the Family Medical Leave Act.

## ARTICLE VIII REDUCTION IN FORCE (RIF)

### A. Seniority

1. Seniority shall be defined as the length of continuous service from the employee's date of hire. Periods of board-approved unpaid leaves shall not constitute a break in continuous service. Seniority shall commence on the first employment day as a regular employee.

2. Head custodians have seniority as custodians as well as seniority as head custodians. Part-time custodians have seniority only in the category of position of "part-time custodian."

3. For purposes of RIF and recall, seniority based on continuous service will be maintained by employees who move from a custodial to a maintenance position or from maintenance to a custodial position.

### B. Seniority List

The District shall deliver to the union steward or designee an updated seniority list, separating full-time and part-time employees, on or about February 1 of each year.

### C. Layoff or Reduction to Part-Time

In the event of a layoff or reduction to part-time becomes necessary due to an elimination of work or shortage of funds, the following order of layoff or reduction to part-time shall occur:

1. Temporary employees, probationary employees, part-time employees who are performing work for which the regular unit employee is qualified.

2. Regular unit employees by seniority, the least senior first, and so on, who are performing work for which the more senior unit employee is qualified.

3. Layoff shall be done by category: custodian, part-time custodian and maintenance.

### D. Recall from Layoff

1. Unit employees on layoff shall be placed on a recall list by seniority for a period of twenty-four (24) months. Such list shall be delivered to the union steward and kept updated.

2. Recall shall be done by category: custodian, part-time custodian and maintenance.

3. The laid-off employee shall have the responsibility to inform the District of any change of address. The Board shall recall such employees, most senior first, by telephone or first class or certified mail.
4. The Board shall not employ new persons in unit positions until the recall list has been exhausted or there is no qualified person on such recall list. Following a recall from the list, the district shall have the authority to employ new persons consistent with the terms of the Agreement.
5. An employee's failure to respond or refusal to accept a comparable position to that held prior to the layoff within seven (7) calendar days of receipt of such notice of recall or within fourteen (14) calendar days of mailing of such notice shall extinguish all recall rights.

## ARTICLE IX PROBATIONARY PERIOD AND DISCIPLINE

### A. Probationary Period

All permanent employees shall serve a ninety (90) day probationary period commencing on the first day of work. During the probationary period, employees may be disciplined or terminated without cause or recourse. Any terminations during the probationary period will not be subject to the grievance process.

### B. Suspension or Termination

Any regular employee who has successfully completed the probationary period may have his/her employment terminated or be suspended without pay for cause. Suspensions without pay of less than five (5) work days and lesser discipline are not subject to the binding arbitration provisions of this contract.

## ARTICLE X VACANCIES, TRANSFERS AND REASSIGNMENTS

### A. Vacancies

1. Vacancies and newly created positions and their job descriptions and rates of pay shall be posted for five (5) work days in each building's break room. As used herein, "vacancy" shall mean a position which the District has decided to fill. Employees who apply for a vacancy shall be considered for the position.

2. In filling vacancies in the bargaining unit, the district shall first consider internal applicants, beginning with full-time employees and then part-time employees. Among other relevant factors in filling vacancies will be an employee's work performance, qualifications, suitability of the position and seniority. Internal applicants may include a letter of recommendation from his/her lead custodian and/or principal with his/her application for the posted vacancy. Such recommendation(s) will also be a factor in filling vacancies.

The three most senior employees applying for job vacancies shall be interviewed. If not chosen for the position, the employee may meet with the supervisor to discuss why he/she was not selected. Part-time custodians will not be interviewed for full-time positions if one or more full-time custodians apply for the position.

3. Employees who are promoted to lead custodian shall have a sixty (60) calendar day probationary period and if, in the opinion of the administration or the employee, the custodian fails to successfully complete this probationary period, the custodian will be returned to a non-lead custodial position.

4. Employees who change assignments must remain in the new assignment for a minimum of one (1) calendar year before submitting his/her candidacy for another vacancy unless the position for which he/she is applying is lead custodian.

### B. Reassignment

The Director of Operations will provide written notice to any employee who is reassigned from one position, building, or shift to another at least five (5) days prior to the reassignment and shall provide reasons to the employee for the reassignment.

### C. Lead Custodian

All lead custodians are required to have certification in boiler/HVAC maintenance and general maintenance as provided by SEIU or other accredited institution as approved by the district. Employees in lead custodian positions prior to July 1, 2011 are not required to have said certification.

## ARTICLE XI GRIEVANCE PROCEDURES

### A. Definitions

A grievance is a claim filed by a member, Steward, or SEIU with the consent of alleging that the District has violated, misinterpreted, misapplied, unfairly applied, or not applied any provision of this Agreement which affects said employee. SEIU may file a grievance on behalf of a group of employees if the violation affects multiple members of SEIU. This Article will not limit an employee's right to discuss a complaint via administrative channels and to solve the problem without resort to these grievance procedures.

### B. Contents of a Grievance

During each step where a grievance is submitted in writing, the written statement will clearly specify:

1. The name of the aggrieved person, persons or group of people, the manner in which the aggrieved person(s) has been injured, and the proposed remedy or remedies for resolution of the grievance;
2. The specific section of the Agreement allegedly violated;
3. When this alleged violation occurred;
4. In what way there has been a violation, misinterpretation or misapplication of this Agreement.
5. The results of the previous step in the grievance procedure and why the suggested solution(s) was unsatisfactory.

### C. Days

A day is defined as a day when the Administration Office is open for business.

### D. Grievance Form

A grievance form shall be attached to this agreement as Exhibit B.

#### E. Rights Guaranteed

Witnesses may be utilized by either party at any step of the grievance procedure. All documents, communications and records dealing specifically with the process of a grievance will be considered confidential and filed separately from the personnel records. No reprisals of any kind will occur by the District or SEIU against any grievant or other bargaining unit employee participating in the grievance procedure. The individual circumstances of an alleged grievance will not be subject to negotiations.

#### F. Class Grievances

If a majority of members in one building are aggrieved, SEIU may act as the grievant in their stead and such grievance shall be filed at the principal level (step 1). If an alleged grievance involves aggrieved members in more than one building, SEIU may act as grievant and such grievance shall be filed at the Superintendent's level (step 3). In either case, a single grievance claim may be initiated in the interest of a group of employees having a common complaint.

#### G. Cooperation of Board and Administration

The Board, the Administration, and SEIU will cooperate in the investigation of any grievance, and further, will furnish such information as is requested for the processing of any grievance.

#### H. Procedures

An attempt must be made to resolve any potential grievance in informal discussion between the employee and his/her building principal or supervising administrator. If, however, the informal process fails to satisfy the employee, a formal grievance may be processed as follows:

1. Provided the employee, their immediate supervisor, and SEIU agree, and the contract provision grieved is not within the purview of the supervisor, Step 1, Step 2 and/or Step 3 of the grievance procedure may be bypassed and the grievance brought directly to the next step.
2. **Step 1** – The aggrieved employee must file in writing with the principal or supervising administrator within 15 days from the date of the occurrence of the event giving rise to the grievance or within 10 days of the last informal discussion provided that the first informal discussion occurred within 15 days from the date of occurrence of the event giving rise to the grievance, whichever is later. In the event the grievance is the result of events occurring on multiple days the last day on which an event occurs will be the starting point for the fifteen (15) days. The written notification must include items designed by section 2 Content of a Grievance. The member shall notify an SEIU representative of the claim and the representative shall participate in all further discussions outlined in this article.

3. **Step 2** – Within fifteen (15) days of receipt of the grievance, the principal or supervising administrator shall submit a written response to the grievant with a copy to the Superintendent and the SEIU Steward. Should the principal, supervising administrator, or grievant feel further conversations are needed before the written response, such conversations must occur within five (5) days of receipt of the grievance and written response must follow within the fifteen (15) day time limit for submitting the response.
4. **Step 3** – If the member or SEIU is not satisfied with the disposition of the grievance or if no disposition has been made within fifteen (15) days, the grievance shall be transmitted to the Superintendent and/or designee. Such transmittance shall be within ten (10) days of the receipt of the written response from the principal or supervising administrator or the end of the fifteen (15) day timeline indicated in Step 2. The grievant shall meet with the Superintendent and/or designee to discuss the grievance, accompanied by an SEIU representative. The Superintendent and/or designee may request the Principals and other affected persons to attend. The Superintendent and/or designee shall make a written disposition of the grievance within ten (10) days of such meeting.
5. **Step 4** – If not satisfied with the disposition of the grievance at Step 3, the Association may submit the grievance to the Board of Education, such to be filed no later than five (5) days following the written decision of the Superintendent and/or designee. The appeal may be in writing or by way of an oral hearing, as SEIU may request, and if the latter, shall be closed unless otherwise mutually agreed and shall be before the full Board of a committee thereof as the Board shall designate. Any such hearing shall be scheduled within ten (10) days of the date of filing of the grievance at Step 4. The Board shall communicate its decision in writing to the aggrieved member and the SEIU Steward within five (5) days following the hearing. Those persons who have the right to participate in the meeting at the Superintendent's level shall have the right to appear at the Board hearing, and legal counsel may also appear.

#### K. Binding Arbitration

1. If SEIU is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator to be mutually acceptable. If the parties cannot agree, the arbitrator shall be selected by the Federal Mediation and Conciliation Service in accordance with its rule. The decision of the arbitrator shall be binding to the parties concerned in the grievance. The fees and expenses of the arbitrator shall be shared equally by the parties. SEIU will notify the Board of its intent to pursue arbitration within thirty (30) days of the receipt of the Board's findings.
2. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The arbitrator shall consider and decide only the specific issues submitted and shall base the decision solely upon the arbitrator's interpretation of the meaning and application of the specific terms of this Agreement, as well as the

parties' past practices and bargaining history, to the facts of the grievance presented.

L. General Provisions

1. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties
2. If an individual member has a personal complaint and desires to discuss it with the supervisor, the member is free to do so without recourse to the grievance procedure.
3. No grievance shall be adjusted without prior notification to SEIU and opportunity for an SEIU representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
4. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.

## ARTICLE XII NO STRIKE/NO LOCKOUT PROVISION

A. During the term of this agreement, the union will not support nor authorize a work stoppage, slowdown, informational picketing, strike, or any other disruption nor interference with the operation of the district, nor will it authorize nor condone such action on the part of any member or groups of members of said Union.

B. In the event of any violation or violations of any provisions of this Article by the Union, its members or representatives or by any employee, any violating employee shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board. The Union shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations and make every other reasonable effort to end any violation(s). Informational picketing will be permitted during the hiatus period of the contract, that is, after June 30, 2017.

C. During the term of this contract, the District shall not lock out bargaining unit employees.

## ARTICLE XIII MISCELLANEOUS

### A. Work Apparel

1. The District will provide on an as-needed basis appropriate apparel and equipment needed by employees according to the requirements of their assignments including uniforms, rain apparel, overcoats, gloves, snow boots and work boots. The District will provide at its own cost. In the first year of employment, full-time employees shall be furnished with five (5) uniforms and part-time employees will be furnished with two (2) uniforms by the district as soon as possible after the hiring process is complete. Additional uniforms will be provided on an as-needed basis as determined by the Director of Operations. Employees shall be responsible for maintaining the cleanliness of their uniforms.
2. The District shall provide reimbursement up to \$200 every other year for the purchase of work boots when a receipt is submitted within 30 days of purchase. If reimbursement is provided, employee is expected to wear said boots. On a case by case basis, the district may agree to reimburse more frequently than every other year.

All custodians must wear the uniforms furnished by the school district at all times.

### B. New Employee Orientation

The union steward or designee shall be permitted to have a thirty (30) minute meeting with each new employee to be scheduled in conjunction with the Human Resources Department's hiring protocol.

### C. Notification of New Employees and Status Changes

The Human Resources Department will notify the union steward in writing of new employees including the date of hire, classification and assignment.

The Human Resources Department will notify the union steward in writing of employee changes such as resignations, terminations, promotions and transfers.

### D. Subcontracting

The union recognizes occasions when subcontracting work normally considered within the purview of the bargaining unit is necessary. The District will discuss the use of subcontractors with the union prior to subcontracting work. In cases of emergency, the District will subcontract work without prior discussion and inform the union about the subcontracted work and what emergency existed to warrant waiving prior notification.

#### E. Severability and Right to Re-Open

In the event any of the provisions of this Agreement are or shall become invalid, illegal, or unenforceable by reason of any Federal or State Law, Local Ordinance, Decision of any Court, or Ruling of any Federal or State Board, Agency, or other governmental entity such invalidity, illegality, or unenforceability shall not affect the remainder of the provisions of this Agreement. If any such event occurs, at the request of either party, the Union and the Employer shall meet and negotiate in good faith for the purpose of bargaining over the effects of the invalidity, illegality, or unenforceability of the provision or provisions.

#### F. Term of Contract

The Agreement shall be in effect from July 1, 2017 to June 30, 2020. The parties will commence negotiations for a successor agreement no later than sixty (60) days prior to June 30, 2017. The terms of this agreement shall continue in effect unless otherwise specified until agreement on a successor agreement or impasse in negotiations.

SIGNATURE PAGE

FOR THE UNION

FOR THE DISTRICT

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Robert Gonzalez, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
SEIU Local 73

\_\_\_\_\_  
Jeff Craig, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joy Engfer, BOE Sec.

\_\_\_\_\_  
Date

EXHIBIT B  
GRIEVANCE REPORT FORM  
SEIU LOCAL 73, CTW

1. Date of Act/Event Leading to Grievance: \_\_\_\_\_

2. Description of the Act/Event Leading to Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Contract Provision(s) Violated: \_\_\_\_\_

\_\_\_\_\_

4. Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Grievance Mailed or Delivered: \_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Cc: Grievant  
Union Steward  
Union Representative  
Building Principal or Immediate Supervising Administrator  
Executive Director for Human Resources