

MASTER AGREEMENT

BETWEEN

BOARD OF EDUCATION  
CICERO SCHOOL DISTRICT 99  
COOK COUNTY, ILLINOIS

AND

CICERO COUNCIL  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 73, CTW

CUSTODIAL AND MAINTENANCE

July 1, 2019 - June 30, 2024

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## **AGREEMENT**

THIS AGREEMENT is entered into this 15<sup>th</sup> day of January, 2020, by and between the BOARD OF EDUCATION OF SCHOOL DISTRICT 99, COOK COUNTY, ILLINOIS, (herein after referred to as the "BOARD") and the CICERO COUNCIL OF THE SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL #73, (herein after referred to as the "UNION").

## **WITNESSETH**

The BOARD and the UNION agree as follows:

Each recognizes a responsibility to insure an effective and orderly management and operation of custodial and maintenance services required for school plants and sites of the Cicero Public Schools in District #99, Cook County, Illinois, and for strengthening the relationship of mutual respect and understanding between employer and employees.

## **ARTICLE I - RECOGNITION**

The BOARD recognizes the UNION as the sole and exclusive bargaining agent for all non-certified School Custodians and Maintenance Service Technicians and Assistants (herein after referred to as Employees) in the various public elementary schools of District 99, Cook County, Illinois. The BOARD further agrees to negotiate with the UNION on such matters as salaries, fringe benefits and working conditions as set forth in this Agreement.

## **ARTICLE II - TERMS OF AGREEMENT**

### **2.1 Term.**

This Agreement shall be effective from July 1, 2019 through June 30, 2024.

### **2.2 Terms of this Agreement.**

The terms of this Agreement shall become part of the Policies, Rules and Regulations of School District 99, Cook County, Illinois, as applicable to the relationship between the non-certified Custodial and Maintenance Service Employees' UNION and the BOARD.

### **2.3 Past Practice.**

Any previously established terms, benefits, working conditions, and rules and regulations of the BOARD shall be continued except as they may conflict with this Agreement.

### **2.4 Amendments.**

This Agreement may be amended within its effective dates at any time by mutual consent of both parties.

### **2.5 Renewal of Agreement.**

This Agreement shall be automatically renewed upon reaching the expiration date unless either party notifies the other in writing of its desire to renegotiate the terms and conditions of this Agreement on or before April 30, 2024. In the event of such notice, both parties shall meet to negotiate for a new Agreement.

**2.6 Distribution of Copies.**

An endorsed, approved copy of this Agreement shall be submitted to the Executive Officers of the UNION electronically within fifteen (15) working days after its execution and shall be made available electronically on the District's website to the UNION and/or BOARD and to all employees members of the local unit.

**ARTICLE III - RETIREMENT BENEFITS**

**3.1 Retirement Eligibility.**

Unit members will be eligible to retire:

1. After ten (10) consecutive years of full-time service in the District immediately prior to their retirement date;
2. If the bargaining unit member meets IMRF requirements for retirees; and
3. The bargaining unit member has applied for and been approved by IMRF for retirement.

**3.2 Retirement Severance Pay.**

A Custodian or Maintenance Service Employee who has entered upon retirement allowance granted by the IMRF, whose last active service prior to such retirement was in the employ of the BOARD, and who has terminated his employment with the BOARD, shall be paid by the BOARD a post-retirement severance payment of two hundred fifty dollars (\$250.00) per year for each full year of service in the employ of the BOARD.

**3.3 Unused Sick Leave Reimbursement.**

Upon surrender of all eligible sick leave days to IMRF for service credit towards retirement, a service employee with ten (10) consecutive years service in District 99 will receive a post-retirement severance payment of one hundred dollars (\$100.00) per day for unused sick leave up to a maximum of one hundred (100) days.

**3.4 Retirement Medical Insurance.**

A. Personnel who wish to retire between the ages of 62 to 65 years of age shall have their individual medical insurance paid by the Board of Education until that person reaches the age of 65 or Medicare eligibility age as determined by the Federal Government. The retiree will bear the employee cost of such insurance as determined by the Teacher's Union from time to time.

B. Medical, surgical and hospitalization insurance shall be made available to retired employees of this school district up to the age of seventy (70) payable at the employee's expense.

## **ARTICLE IV -LEAVES**

### **4.1 Personal Days.**

Three (3) personal leave days per year from July 1 through June 30, shall be allowed each employee for personal business leave without loss of pay or sick leave for such business as family matters require, or for the observance of religious holidays. The UNION and the Employee shall recognize a moral obligation to restrict such absences for personal leave in the spirit of this Agreement. Written notice should be given by the Employee to the Business Office and the School Principal not later than twenty-four (24) hours before the personal leave day commences.

Personal leave may not be taken on the first or last day of a school year or on days immediately prior to or immediately following a holiday or school recess. The Superintendent, may, in his discretion, waive the provisions of the preceding sentence for good cause shown. Unused personal leave days shall be accumulated and credited toward the employee's sick leave days. In cases of emergency, an employee may use Personal Leave with less than twenty-four (24) hours notice.

### **4.2 Bereavement Leave.**

Employees shall be allowed up to four (4) work days of absence per incident during the school term, without loss of pay, in the event of the death of a member(s) of the immediate family. Immediate family shall include parent(s), spouse, civil union partner as defined by law, brother(s), sister(s), child(ren), grandparent(s), grandchild(ren), parent(s)-in-law, brother(s)-in-law, sister(s)-in-law, legal guardian(s) and verifiable step(s) (i.e. stepdad, stepmom, step-brother(s), step-sister(s), step-son(s) and step-daughter(s) OR any step as authorized by the Superintendent or designee). In the event of the death of other relative(s) not in the Employee's immediate family, an Employee shall be granted a one (1) total day of absence without loss of pay. Bereavement leave shall not be cumulative. Neither shall the use of such leave cause any reduction in sick leave.

Upon written request to the Superintendent, the Superintendent or his/her designee may grant an additional two (2) days absence without loss of pay by reason of extenuating circumstances.

The employee may be asked to provide a copy of an obituary from a publication and/or proof of relative's date of death for such leave.

The use of bereavement leave days shall be immediately after the death of an individual as noted above unless good cause may be shown for use of the leave at a time which is not immediately after the death (i.e. memorial service later in time). The employee shall notify the administration, in writing, of his/her intention to use some

or all of the bereavement days at a later date and of the reason(s) for the intended use of some or all of the bereavement days at a later date.

#### 4.3 Paid Sick Leave.

Each custodian and maintenance personnel shall be entitled to sick leave each school year which shall accumulate, without limit, in accordance with the following schedule:

<u>Number of Accumulated Sick Leave Days as of 6/30</u>	<u>Days of Sick Leave Per School Year</u>
75 days or less	12
76 to 100	13
101 or more	14

A. Employees who are absent because of illness shall be permitted three (3) consecutive sick days without a doctor's certificate being required before readmission to work. Employees shall be required to furnish a doctor's certificate to the school's business office before returning to work when consecutive sick days extend beyond such three day period.

B. Employees may be required to furnish a doctor's certificate to the Human Resources Department for any sick days taken immediately before or after a vacation day(s) where there is a pattern of use of sick leave in conjunction with vacation days.

C. Beginning with the tenth (10) year of service, when all of an employee's accumulated sick leave is exhausted, such employee shall be entitled to an additional six (6) days sick leave at reduced pay (reduced pay being defined as the employee's daily salary minus the salary of a substitute custodian.) Such days shall not be cumulative.

D. Once an employee reaches six (6) incidents of sick day usage during one (1) fiscal year, they will be required to provide a doctor's not for each absence thereafter. If one incident lasts three (3) consecutive days or more, the employee must provide a doctor's note.

E. Incident Definition: The employees first sick day off work starts an incident and that incident continues through each consecutive day off thereafter. Holidays and weekends are included for consecutive day purposes but preapproved time off days are not included for consecutive day purposes. A sick day off work includes personal and/or family illnesses. A half sick day counts as a whole incident day off. Once an employee returns to work for a full workday the incident ends.

#### 4.4 Jury Duty.

Any full-time employee who misses work days because he/she is required to serve on jury

duty during the work week shall receive a full salary during the period of such service. Any compensation which an employee receives for jury duty, with the exception of the stipend paid for meals and travel, shall be remitted to the District.

## **ARTICLE V - HOURS OF WORK AND OVERTIME**

### **5.1 Hours of Work.**

A. Head Custodians shall have the following shift time:

Early Start Buildings:	6:00 a.m. - 2:30 p.m.
Regular Start Buildings:	6:15 a.m. - 2:45 p.m.

The schedule for the head custodian shall at all times take into consideration his responsibility for the opening of the school building. A one (1) hour variance either way shall be allowed for head custodians, with the approval of the Superintendent or his/her designee.

B. Day Custodians shall have the following shift time: 7:00 a.m. - 3:30 p.m.

The Director of Buildings and Grounds, Principal, and Head Custodian will determine the start times of the day shift custodians of the building within the guidelines of the contract. In the event these individuals cannot agree, the decision will be made by the Superintendent or his/her designee. A one and ½ hour (1 ½) flexible variance either way from their start time shall be allowed for scheduling day custodians, with the approval of the Superintendent or his/her designee.

C. Night Custodians shall have the following shift time: 1:00 p.m. - 9:00 p.m.

A one and one-half (1 ½) hour variance from the beginning of the start of the shift and a one and one-half (1 ½) hour variance from the end of the shift shall be allowed for scheduling night custodians with the approval of the Superintendent or his/her designee. A three hour variance shall be allowed for the Administration Building and Service Center.

D. Maintenance Staff: 12:00 p.m. to 8:00 p.m.\*

\*These hours began on January 1, 2020 and continue thereafter.

A one (1) hour variance either way from their start time shall be allowed for scheduling maintenance staff with the approval of the Superintendent or his designee.

Maintenance HVAC workers at Unity shall work 7:00 a.m. – 3:30 p.m. A two and ½ hour (2 1/2) flexible variance either way from their shift start or end time shall be allowed with the approval of the Superintendent or his/her designee.

Painters shall work 2:00 p.m. to 10:00 p.m. A one hour variance from the beginning of the shift and a one hour variance from the end of the shift shall be allowed for scheduling painters with the approval of the Superintendent or designee. The Superintendent or his/her designee shall have the right to change the shift hours, on a non-permanent basis, with 24 hours notice to the affected employee(s).

E. In all of the above instances variances are for permanent shift schedules. 48 hours prior notice will be given by the Superintendent or his/her designee prior to such a variance.

F. The schedule for head custodians, day and night custodians may be temporarily altered as follows:

- A. On days when the school building is used or a polling place by Board of Elections;
- B. On parent teacher conference days;
- C. On open house days; and
- D. Upon the absence of a head custodian.

#### 5.2 Night Shift Scheduling within a Building.

Seniority shall prevail within a building for the permanent scheduling of night shift custodians if requested in writing by the custodian(s).

#### 5.3 Paid Lunch on Night Shift.

Employees on night shift shall have one-half hour allowance for dinner.

#### 5.4 Work Day During School Breaks.

Custodial and Maintenance Service Employees shall work eight (8) hours daily during the Christmas, Spring, and summer vacation periods. Lunch time shall be limited to one-half (1/2) hour on the premises or in the building. Work hours shall be from 7:00 a.m. to 3:30 p.m. except in emergencies, or when contractor's work shall require rescheduling or when work hours conflict with other employee contracts. The BOARD shall have flexibility to vary the start time between 6:00 a.m. and 7:30 a.m. for permanent shift schedules. Forty eight (48) hour prior notice will be given by the Superintendent or Designee prior to such a variance.

#### 5.5 Pay for In-service and Special Meetings.

Periodic in-service and special meetings of the Custodial Maintenance Services Division employees shall be scheduled during work hours. If said meetings are held during other than normally scheduled working hours, the employees who are so effected shall be compensated at a premium pay (time and one-half) for the hours involved.

#### 5.6 Overtime.

Time and one-half shall be paid in excess of eight (8) hours in one (1) day and/or forty (40) hours in one (1) week (Monday through Friday), provided prior approval is secured in advance for such extra work from the Assistant Superintendent of Finance/Operations or Superintendent of Schools through the Building Principal.

### 5.7 Rotation of Overtime.

All custodial overtime shall be rotated equitably among bargaining unit members in custodial positions who volunteer to do the work. Custodial overtime shall first be offered to custodial staff assigned to the building where the work is to be performed and next to custodial staff assigned to other buildings. Offered overtime not worked shall be considered as worked for the purpose of overtime rotation. If a bargaining unit member establishes that he/she has not received overtime for which he/she was entitled, such employee shall have preference to future overtime work until a reasonable balance is recreated. To be eligible for overtime pay the employee must work the scheduled work day before and after the overtime shift. Additionally, the employee will only receive overtime pay of time and a half if the total amount of hours worked in one week exceeds (40) hours.

### 5.8 Bargaining Unit Members Working Weekends and Additional Hours for Cost Reimbursement Functions.

When special custodial services are required for extra hour cost reimbursement functions, the regularly employed custodians, if available, shall be brought in for servicing such functions. They shall receive time and a half compensation for such services. Also, the regularly employed school custodians, if available, are to be brought in for an emergency and all Saturday and Sunday extra work that may be required of them in such a school or building and they shall receive time and a half compensation for such services.

### 5.9 Overtime for Working on a Holiday.

Double time shall be paid to those employees who work on holidays, provided prior approval is obtained for such extra work from the Assistant Superintendent of Finance and Operations, or the Superintendent of Schools. However, the head custodian, or his designee, shall only be compensated for one hour's time for each day, at the time and one-half rate, for checking the school buildings on Saturday, Sunday and legal school holidays. (Reference Article VIII, 8.4)

### 5.10 Compensatory Time.

There shall be no compensatory time off in lieu of overtime for Custodial and Maintenance Service Employees.

### 5.11 Pay for Working in a Higher Classification.

Regularly employed custodians who substitute for an absent higher paid head custodian shall receive their regular rate of pay plus a \$70 stipend for each day of such substitute service.

### 5.12 Electronic Timekeeping

Employees agree to utilize the electronic timekeeping system to track employee work hours and sick, personal and vacation days.

### 5.14 Use of Temporary Employees.

The District shall only use temporary employees in the following circumstances:

1. For employee(s) on vacation;
2. For employee(s) on a leave of absence (paid or unpaid);
3. For employee(s) on sick leave;
4. During school recess periods, such as winter, spring, and summer breaks;
5. School related special projects not associated with daily work; and
6. The District shall have two regularly scheduled board meetings after the board meeting in which it approved the resignation or dismissal of an employee to hire and fill the vacant position.

The District will use its best efforts to assign a substitute employee to fill in for an absent employee. However, the first day there is an absentee employee fast track cleaning will be utilized. Fast track cleaning will include garbage removal, securing rooms, spot mop/cleaning, and cleaning washrooms. The second day there is an absentee employee two (2) hours of overtime will be granted upon the approval of the Executive Director of Buildings and Grounds or his/her designee. The third day there is an absentee employee four (4) hours of overtime will be granted upon the approval of the Executive Director of Buildings and Grounds and/or his/her designee. Overtime will not be unreasonably denied.

## **ARTICLE VI - SENIORITY, PROBATION, TRANSFERS AND PROMOTIONS**

### **6.1 Seniority List.**

A current updated seniority list shall be prepared and posted semi-annually.

### **6.2 Probationary Period.**

New employees hired as Probationary Custodians shall serve a probationary period of one (1) year from the date of employment at the current rate of compensation agreed to by the BOARD and the UNION as shown in Exhibit "A".

A. All probationary Custodial employees shall be evaluated throughout the term of probation by observation of work performed under direction and instruction offered by the Head Custodian and other supervisory personnel. Periodic conferences and oral or written suggestions for improvement shall be given as needed, especially during the probationary period.

B. After one year an increase in salary will be in accordance with Exhibit "A".

C. If a probationary employee's employment is terminated before the probationary period

expires, he shall be reimbursed for any IMRF contributions he has made from IMRF. It is the employee's responsibility to contact IMRF and file appropriate paperwork with IMRF.

### 6.3 Probationary Period for Custodians Promoted to a Maintenance Position.

In the event that a Custodian employed by School District 99 applies for a vacant position in the Maintenance Services Division, and is a successful candidate, his/her salary shall not be reduced during the probationary period for the first six (6) months in that Division. After the probationary period he/she shall be eligible for the rate established in the Maintenance Division for the particular classification.

### 6.4 Definition of Seniority.

Seniority shall be considered to begin with the first day on the job. Upon successful completion of probationary period, seniority shall revert back to the last date of hire. Employees on workers' compensation leave, who have completed eight (8) or more years of service to the District, shall continue to accrue seniority during the term of such leave.

### 6.5 Reduction in Force.

In cases of decrease in the work force, probationary employees shall be the first to be laid off. If further reduction is necessary, the last employee hired shall be the first to be laid off. Inverse seniority shall prevail in any lay-offs.

### 6.6 Recall.

When vacancies occur during the school term in which an employee or employees are laid-off or during the following school term or within one (1) calendar year from the beginning of the following school term, employees will be recalled to work in accordance with their seniority, in reverse order of their lay-off.

### 6.7 Promotions.

It is the practice to promote from within the present staff, subject to the provisions herein after set forth, providing that the employee seeking promotion can fully and adequately meet the job requirements of the new assignment. In order to notify all members of the bargaining unit of openings and/or vacancies which are to be filled, the District shall provide notice via electronic mail to the head custodian in each building. It is the responsibility of the head custodian in each building to deliver the notice to each bargaining unit member in the head custodian's building in a timely fashion. The head custodian is also responsible for posting the notice of opening/vacancies in the location provided for such announcements in the building.

A. In considering candidates for Head Custodian, the top five (5) most senior qualified applicants shall be considered. They shall be evaluated based on the following criteria:

1. Past work history (i.e. evaluation, attendance and disciplinary history, etc.).

2. Successful completion of basic maintenance class or basic IT training.

If the applicants meet the qualifications in Number 1 & 2 above, then a determination of the successful candidate shall be made based upon Number 3 & 4 below:

3. Results of an aptitude test related to job responsibilities and required knowledge/skills of the posted job.

4. Interview.

If the factors of qualifications, skill, ability, and physical fitness are equal, seniority shall prevail.

B. In considering candidates for Maintenance, qualified applicants shall be considered. They shall be evaluated based on the following criteria:

1. Past Work History

2. Results of an aptitude test related to job responsibilities and required knowledge/skills of the posted jobs.

3. Have a current valid certification and/or licensure for the specific field as required by state law.

4. Interview.

If the factors of qualifications, skill, ability, and physical fitness are equal, seniority shall prevail.

C. In considering candidates applying for Day Custodian who are Night Custodians, the top three (3) most senior qualified applicants shall be considered. They shall be evaluated based on the following criteria;

1. Past work history (i.e. evaluation, attendance and disciplinary history, etc.).

2. Required knowledge/skills of the posted job.

3. Interview.

If the factors of qualifications, skill, ability, and physical fitness are equal, seniority shall prevail.

The successful candidate that transfers from the night shift to the day shift shall be subject to a ninety (90) day probationary period. If the individual does not successfully complete the probationary period, he/she shall be returned to a night shift position in the District.

D. The District will provide the Union the names of the individuals from the bargaining

unit that will be considered and interviewed for the opening and/or vacancy in A, B and C above.

E. Upon request, the District will provide the Union with the names of the individuals from the bargaining unit that applied but were not selected for interviews.

6.8 Transfers.

Head Custodians and Day Custodians shall not be involuntarily transferred to a night shift except in cases of reduction-in-force, discipline, consecutive negative evaluations or due to seniority issues.

6.9 Termination of seniority.

All seniority shall be terminated when:

1. An employee is discharged for just cause;
2. An employee quits or retires; and
3. An employee is laid off for a period in excess of the recall period defined in this Article.

6.10 Time Off

For probationary employees. Any time taken off will and/or leave of absences, including but not limited to sick, personal, and/or workers' compensation leave will not count towards the accrual time used to calculate probationary time frames.

Whenever an employee is promoted to either a day custodian or a head custodian they will incur a (90) ninety calendar day probationary period.

**ARTICLE VII - VACATIONS**

7.1 Vacation Accrual.

The annual vacation allowance for Custodial and Maintenance Services non-certificated personnel employed on an annual basis will be determined as follows:

- A. Vacations are based on the fiscal year (July 1 through June 30).
- B. Vacation time allowances

1. Employees shall accumulate vacation in accordance with the schedule below:

YEARS OF SERVICE	VACATION DAYS
1-2	10
3-11	15

12+

(see paragraph 2 & 3 below)

2. After twelve (12) complete years of employment for employees hired prior to July 1, 2014, the employee is eligible for three (3) weeks' vacation plus a bonus of, at the employee's choice, one (1) week's pay or one (1) additional weeks' vacation. Each eligible employee shall notify the Business Office of his/her choice on or before June 1 of each year. The bonus check will be issued for any newly eligible employees after their anniversary date. For all employees currently receiving this bonus check, their checks will continue to be issued in July. For employees electing to take the additional week of vacation (and hence have four (4) weeks of vacation to take in the year), one (1) week of the four (4) must be taken during the school year.

After twelve (12) complete years of employment for employees hired on or after July 1, 2014, the employee is eligible for three (3) weeks' vacation plus a bonus of, at the employee's choice, one (1) week of vacation time rolled into his/her accumulated sick leave or one (1) additional week of vacation. Each eligible employee shall notify the Business Office of his/her choice on or before June 1 of each year. For employees electing to take the additional week of vacation (and hence have three (3) weeks of vacation to take in the year), one (1) week of the three (3) must be taken during the school year.

7.2 Vacation Scheduling

A. Vacations shall be scheduled by seniority. On or within five (5) working days of April 1, the Director of Buildings and Grounds will distribute vacation request forms to all bargaining unit members. Employees will submit their vacation requests no later than April 20 or the first working day following April 20<sup>th</sup>. Competing vacation requests will be granted based on seniority with the most senior employee being granted the requested vacation time. The Director of Buildings and Grounds will distribute the vacation schedule no later than May 1<sup>st</sup> or the first working day following May 1<sup>st</sup>.

Any vacation which is not scheduled during the annual vacation pick must be scheduled in advance and approved by the Director of Buildings and Grounds. Requested vacation time that is cancelled notification to the Director of Buildings and Grounds will be counted against a bargaining unit member's vacation leave entitlement. All vacation requests and requests to cancel scheduled vacation time shall be in writing.

B. When school is in session (excluding summer school), no more than eleven (11) custodians may take vacation in any one week. Vacations, when school is in session (excluding summer school), shall be limited to up to three weeks per employee. Additionally, there will be a limit on the number of custodial staff in a building permitted to take vacation as follows:

Number of Custodial Staff In the Building	Number of Custodial Staff Permitted to Vacation During the Same Period
1-4	1
4.5-7	2

8-19	3
20+	4

C. No more than three (3) maintenance staff may schedule vacation during the same period during the school year.

D. All vacation accrued during a school term must be used between July 1<sup>st</sup> and June 30<sup>th</sup>. If an employee has not utilized all of his/her vacation time during the year in which it was accrued, the employee may cash out up to five (5) days of his/her remaining vacation time so long as the employee did not utilize the bonus provision contained in Section 7.1(8)(5). Any unused vacation time can be converted into sick time on June 30<sup>th</sup> of each contract year.

E. No employee shall take a vacation during the Christmas or Spring Break. No vacations shall be scheduled during the last week of the school year or during the two (2) weeks prior to the opening of the school term and the first week of school.

F. The foregoing notwithstanding, the District shall allow up to five (5) employees to take vacation during the Christmas or Spring Break, or the last two (2) weeks prior to the opening of the school term and the first week of school. The selection process for Christmas, spring break and blackout periods will be based on the procedures found in Section 7.2A above. In the event these vacation requests are not submitted by April 20 and slots exist for Christmas, spring break or blackout periods listed above, the slots will be filled based on the order in which requests are received. Only one week will be allowed during these time periods per employee. For purposes of this Section, a week consists of Monday through Friday, including holidays, with the first day of vacation being a Monday. Exceptions to this rule may be granted at the sole discretion of the Executive Director of Buildings and Grounds and/or his/her designee upon the written request of the employee.

G. No vacations shall be granted during the above mentioned blackout times, except by approval of the Superintendent or designee.

H. Vacations may not be taken in blocks of more than two (2) consecutive weeks except by the approval of the Superintendent.

**7.3 Vacation Paid Upon Termination of Employment.**

Employees who retire or resign from their job shall be credited and paid for their earned vacation on a pro-rated basis from date of employment to date of termination.

**ARTICLE VIII - WAGES AND LONGEVITY**

**8.1 Longevity.**

Employees hired prior to July 1, 2003 shall receive the annual longevity increments as follows:

Annual Longevity Increments are as follows:

After 10 full years of service	\$800
After 15 full years of service	\$900
After 20 full years of service	\$1,050
After 25 full years of service	\$1,200

8.2 Wage Schedule.

The wages of all regular full time custodian and maintenance employees shall be as per schedule (see Exhibit "A" attached) beginning July 1, 2019. Pay days shall be scheduled every other week on Friday.

8.3 Prior Service Credit.

The Board of Education shall grant service credit to a returning or re-hired former employee for prior years of employment in the District as it would apply to current pay schedules; and, to IMRF benefits only if his IMRF contributions were left to accrue with said agency. However, such previous employment service in the District shall not be recognized for seniority status as it would apply to job promotions or more preferable work shifts.

8.4 Pay for Building Checks.

Head custodians or their designees, as named by the Head Custodian and approved by the Assistant Superintendent of Finance and Operations or his/her designee, shall be compensated for an hour's time for each day, at time and a half, for checking the school buildings on Saturday and Sunday, and legal school holidays. On such days as defined by this section, building checks must be performed prior to 2:00 p.m. Building checks may be performed after 2:00 p.m. with prior approval from the Assistant Superintendent of Finance and Operations or his/her designee.

8.5 On-Call and Emergency call-in pay.

The Head Custodian will be responsible to be available for emergency call-in during weekends and paid holidays and after the end of the 2<sup>nd</sup> shift, but he/she may designate another bargaining unit employee who is assigned to the building provided the Director of Buildings and Grounds grants approval to do so.

When the Head Custodian designates another bargaining unit employee who is assigned to the building to be available for emergency call-in, such employee shall also perform the building checks on weekend days and holidays and shall be compensated at their overtime rate plus seven dollars (\$7.00) per hour or at the Head Custodian overtime rate, whichever is less. This rate will be paid for hours spent performing building checks and responding to emergency call-backs.

Overtime pay for a call-back outside an employee's regular work schedule will be guaranteed for a minimum of three (3) hours.

If no Head Custodian or other bargaining unit member volunteers to cover the pages for emergencies, the Director of Buildings and Grounds may assign a head custodian as he

deems appropriate.

#### 8.6 Pay for Opening/Closing School Facility

On days when custodians are not regularly scheduled for work, a minimum of two (2) hours pay at the custodian's regular rate of pay shall be granted for opening, inspecting and securely closing the school facility while authorized work is being performed by independent contractors and/or their representatives, provided that prior approval has first been obtained from the Assistant Superintendent of Finance/Operations or the Superintendent of Schools. The designated custodian(s) approved for opening, inspecting and securely closing the school facility shall remain in the school while the authorized work is being performed by independent contractors and/or their representatives. If there is a District custodial and/or maintenance employee who is part of or performing the authorized work being performed, no additional custodian(s) shall be assigned and/or paid for opening, inspecting and securely closing the school facility pursuant to this Section of the collective bargaining agreement.

#### 8.7 Attendance Incentive

Any Custodian or Maintenance employee using two (2) or fewer full days of Sick Leave from July 1<sup>st</sup> to December 31<sup>st</sup> shall be given \$250.00 as incentive pay at the conclusion of the fiscal year. Any Custodian or Maintenance employee using two (2) or fewer full days of Sick Leave from January 1<sup>st</sup> to June 30<sup>th</sup> shall be given \$250.00 as incentive pay at the conclusion of the fiscal year.

### **ARTICLE IX - HOLIDAYS**

#### 9.1 Paid Holidays.

Custodial maintenance staff shall receive 15 paid holidays.

A. These holidays shall be: July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Lincoln's Birthday or President's Day, Pulaski Day, and Memorial Day. The Board shall determine one additional floating holiday per year.

B. Should any days not fall on a normally scheduled work day (Monday-Friday) or should school be in session on these days the administration shall provide a floating day or days in lieu of said holiday. While double time shall be paid to employees who work on a legal holiday, any bargaining unit member required to work on such floating days will be paid at the rate of time and half.

#### 9.2 Eligibility for Holiday Pay.

Employees must be in attendance for a full day on regularly scheduled workdays immediately preceding and after the holiday to receive holiday pay. The following are the only absences immediately before or after a holiday for which an employee shall receive holiday pay:

A. Bereavement due to death of an immediate family member (as defined in Article IV

Section 4.2).

B. Subpoena for court appearance for District 99 business only

C. Jury Duty

D. Superintendent approved union business day

E. Doctor's note pursuant to 105 ILCS 5/24-6.

F. Superintendent approved extended illness of three or more days.

G. Superintendent approved personal/business leave days.

## **ARTICLE X - GRIEVANCE PROCEDURES**

### **10.1 Definition.**

A grievance is a complaint involving a work situation or a complaint that there has been a deviation from different interpretation of, or misapplication of a practice or policy; or, a complaint that there has been a violation, a misinterpretation or a misapplication of any provisions of this Agreement; or any matter relating to an official reprimand, continued service, or reemployment of a Building Service Employee.

### **10.2 Basic Principles.**

- A. Any custodian or Maintenance Services Division Employee or group of such employees shall have the right to present grievances in accordance with these procedures. A group shall consist of Custodians or Maintenance Employees who hold the grievance in common.
- B. All discussions shall be kept confidential by all parties involved during the first stage of a grievance.
- C. A Custodian or Maintenance Employee who participates in the grievance procedure shall be free from disciplinary action or reprisal because of such participation.
- D. The Administration has the responsibility to consider and take prompt action within authority delegated to it, on grievances presented to it.
- E. The failure of the UNION to act within the time limits herein set forth will act as a barrier to any further appeal. The Administrator's failure to render a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.
- F. Hearings and conferences held in the nature of executive sessions under this procedure shall be conducted in one of the school offices at a time that will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.
- G. It is agreed that no grievance will be suspended or delayed by the summer vacation.

### 10.3 Procedures.

- A. First Stage: The aggrieved Building Service Employee shall request an informal conference with the immediate supervising administrator regarding the adjustment of any grievance. This is to be done within ten (10) administrative office days after the employee becomes aware of the alleged violation. At such and all future conferences regarding the alleged grievance, the employee may be represented by a UNION representative or by any Custodial or Maintenance Employee of his choice. The immediate supervising administrator may also have a representative of his choice. The aggrieved employee must be present at this as well as at all subsequent meetings. No other UNION organization shall represent the Building Service Employee. If the aggrieved is dissatisfied with the outcome of the conference, he must request to proceed to the second stage within ten (10) days of receiving the administrative decision.
- B. Second Stage: In the event the grievance has not been settled satisfactorily at the first stage, the aggrieved Custodial or Maintenance Employee, if he chooses the UNION as his representative, shall file a signed statement setting forth all of the pertinent facts, dates relative to the complaint, and the remedy sought to the Union's Grievance Committee in order that it may review and evaluate the merits of the complaint. Copies shall be submitted to the immediate supervising administrator of the aggrieved employee, to the Superintendent, Assistant Superintendent of Finance/Operations, and Assistant Superintendent for Human Resources within ten (10) days of receiving the first stage decision.

If the Building Service Employee chooses another Custodial or Maintenance Employee other than an official UNION representative as his representative, he shall submit the same type of report to this representative who will also sign it and present it to the immediate supervising administrator of the grievant, to the Superintendent; to the Assistant Superintendent of Finance/Operations and to the Assistant Superintendent for Human Resources within ten (10) days of receiving the first stage decision.

The aggrieved Building Service Employee, having filed the grievance in writing, shall at a mutually agreeable time discuss the matter with the immediate supervision administrator and his representative if he so desires in the presence of a UNION representative, or in the presence of any Custodian or Maintenance Employee of the grievant's choice with the objective of resolving the matter. The filing of the grievance at the second stage must be within ten (10) days of the first stage decision. The immediate supervising administrator who has authority to make a decision on the grievance shall make such a decision and communicate it in writing to the aggrieved employee, to the Superintendent, to the Assistant Superintendent of Finance/Operations, the Assistant Superintendent for Human Resources and to the UNION President within ten (10) days.

- C. Third Stage: In the event a grievant has not been satisfactorily resolved at the second stage, the aggrieved employee or his representative, within ten (10) days of the Administrator's written decision, shall submit a written statement of rejection with specific reasons to the Superintendent and to the Assistant Superintendent of Finance/Operations and the Assistant Superintendent for Human Resources. Copies of this statement are also to be forwarded to the grievant, to the Administrator involved, and to the UNION President.

Within fourteen (14) days after the written rejection is submitted, the aggrieved Building Service Employee, the Administrator, the Superintendent, the Assistant Superintendent of Finance/Operations, the Assistant Superintendent for Human Resources, and the UNION representative (if the aggrieved employee wishes) shall meet in attempt to resolve the grievance. The Superintendent shall file an answer within ten (10) days of the third stage grievance meeting and communicate it to each party participating in the third stage conference.

- D. Fourth Stage: If the grievance cannot be settled at the third stage, said grievance shall be submitted, within ten (10) days of the third stage, to the BOARD through the Superintendent at a mutually agreed upon "Executive Session." This "Executive Session" shall be held at the next regularly scheduled monthly Board meeting as long as notification is given at least seven (7) calendar days prior to the meeting. If notification is given after seven (7) calendar days notice then the grievance will be heard at the following month's regularly scheduled board meeting. The BOARD shall allow the employee and his representative to present their case orally at the "Executive Session."
- E. Fifth Stage: In the event the parties are unable to come to an agreement at the fourth stage meeting, the Aggrieved Party within twenty-five (25) administrative office days after receipt of the BOARD's decision may request in writing the appointment of an Arbitration Committee. Said committee shall be activated within thirty (30) days after the written request has been submitted. The Arbitration Committee shall consist of one member selected by the BOARD, one member selected by the UNION, and one neutral member who shall be chosen by the aforementioned two members to serve as chairman of the committee. If the BOARD and the UNION committee cannot agree on a third member, the Office of the Regional Services Division (County Superintendent of Schools) shall be requested to assist by appointing the third member.

The Arbitration Committee shall convene within twenty (20) days after its appointment, hold formal hearings as necessary, and provide adequate opportunity to all parties to testify fully and present evidence regarding their respective positions.

At least five (5) days written notice shall be given to all parties of the time and place of hearing. Within twenty (20) days after conclusion of the hearing the Arbitration Committee shall render its decision. The decision shall be final and binding on the parties. All expenses of the Arbitration Committee shall be equally shared by the BOARD and the UNION.

## **ARTICLE XI - GENERAL PROVISIONS**

### **11.1 Uniforms.**

- A. **Current Employee Uniforms**  
Employees shall be furnished two (2) polos, two (2) pants, and three (3) t-shirts each year. Jackets will be replaced for all staff every five (5) years, beginning in October 2020.
- B. **New Employee Uniforms**  
New employees will be furnished with three (3) complete uniform sets, which will be comprised of three (3) polo shirts, three (3) pants, and three (3) t-shirts. New employees will receive jackets upon completion of probation, but will only receive a replacement jacket with

the rest of the staff if more than one (1) year has passed since receiving their initial jacket.

C. General Uniform Provisions

The District does not provide employees with shoes or shorts. Additional shirts, pants, or jackets damaged in the performance of an employee's duties shall be repaired or replaced without charge based on reasonable need. During work hours, employees shall be required to wear the uniform provided to them by the District. During the summer months and school breaks or as work assignments allow, except at schools where summer school is in session, employees shall be permitted to wear shorts. However, the shorts must be properly fitted, knee length, black, green, navy and/or tan.

- D. If for any reason the District changes the color or style of any piece of uniform and requires the employee to only wear this new color or style, the District will provide five (5) new pieces of the changed uniform.

11.2 Labor Management Committee.

A "Labor-Management Committee" shall be established consisting of two (2) custodial employee representatives, one (1) maintenance service employee representative, and the Maintenance Services Coordinator to meet as needed with the Assistant Superintendent of Finance/Operations; Assistant Superintendent for Human Resources and/or the Superintendent of Schools. Such a committee shall meet to discuss problems of mutual concern for recommendation to the BOARD OF EDUCATION toward improving district custodial and maintenance service operations, including the job classifications. Request to meet pursuant to this section must be made by a Union council member.

11.3 Survivors' Benefits.

In the event of the death of an employee while in active service, such deceased employee's heirs at law or designated beneficiaries, in addition to insurance and death benefits provided for the School District, shall be entitled to termination pay (Reference Article 3.2) and earned pro-rated vacation compensation (Reference Article 7.3) from the preceding date of employment to date of death.

11.4 Mileage Reimbursement.

When an employee uses his automobile for school district approved purposes, and such use first has been authorized in writing by the school Principal, or by the Superintendent or designee, such employee shall be reimbursed at the current per mile Board approved rate for District employees for such car usage for school purposes upon written request for such reimbursement.

11.5 Required Training.

Custodians, Head Custodians and Maintenance staff may be required to attend, at Board expense, certification or training programs. If such programs cause an employee to work more than forty (40) hours per week, such employee shall be compensated at the rate of time and a half for the hours involved over forty (40) hours in that work week. Employees

shall be reimbursed at the prevailing District rate for use of their own vehicle for transportation to and from such programs. The Board has the option of altering a custodian's schedule for the purpose of attending such a program.

#### 11.6 Tuition Reimbursement.

Subject to the provisions of this article, the Board shall reimburse custodian and maintenance employees who have completed two (2) full years of service, an amount equal to fifty percent (50%) of the tuition and/or fees paid by an employee for taking courses or workshops for the purpose of improving ones skills as relating to his job. No employee shall be paid for more than two (2) classes per contract year and/or a maximum of \$400.00 per contract year. The Board shall not pay in excess of \$2,500.00 per contract year for tuition reimbursement for the entire unit.

- A. In order to secure reimbursement, the Superintendent or his/her designee shall first evaluate each course before the employee enrolls. Each course must be directly related to job responsibilities. Video and/or correspondence courses requires approval.
- B. Upon successful completion of an approved course (grade C or better), the employee shall submit to the Superintendent a request for reimbursement, together with a receipt of payment and grade report and/or official transcript.
- C. Request for reimbursement shall be submitted within sixty (60) days following completion of each course. Special consideration shall be granted if there is a delay in the transmittal of such grade report and/or transcripts.

#### 11.7 Emergencies.

In the event a bomb or emergency situation is reported in or about school premises, the employee shall fulfill the duties assigned as part of the EOP plan as reviewed with the building principal.

#### 11.8 Work-related injury.

An employee may be required to undergo drug and/or alcohol testing after experiencing a work related injury.

#### 11.9 Cell Phones

All Head Custodians and Maintenance Employees shall be provided a \$15 per month stipend for use toward the employee's personal cell phone as a communication device in lieu of the District issued pager system. In order to receive the stipend, the employee must provide the District with evidence of the employee's monthly payment for the cell phone. In addition, the employee must provide the cell phone number for the District to keep on record for use in case of need to contact the employee during work hours, while the employee is on call or for an emergency. If the employee knows that he will be unavailable, the employee must notify the Director of Buildings and Grounds, or his designee in case the Director of Buildings and

Grounds is to be absent, and provide the designated individual to call and the duration for how long the designated individual will receive telephone calls in the absence of the employee.

**ARTICLE XII - INSURANCE**

**12.1 Fringe Benefits.**

Fringe benefits heretofore granted by the BOARD such as Group Life, Medical, Surgical and Hospitalization Insurance, Major Medical Coverage, Longevity payments, retirement allowance, vacations based upon years of service, and the BOARD's regular payments of substantial percentage contributions to IMRF for pension purposes shall remain in effect.

**12.2 Life Insurance.**

The Life Insurance Policy shall be \$30,000 for employees with less than five (5) years service. After five (5) full years of service the policy shall be \$35,000.

**12.3 Medical Insurance.**

- A. The BOARD agrees to provide hospitalization and major medical insurance including full coverage of maternity costs, providing benefits not less than those being presently provided to the employees at the cost listed below. Married employees, or employees with a spouse as defined by 750 ILCS 75/1 et. seq., shall be provided benefits themselves, their spouses, and their dependents. Unmarried employees shall be provided benefits for themselves and their dependents, if any.
  
- B. Employees who elect to participate in the District's insurance program shall pay the amount listed below per check for twenty-four (24) checks.

**UNDER BA1 of Teacher's Salary**

<u>HMO Blue Advantage</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2019-2020	\$51.75	\$90.00
2020-2021	TBD*	TBD*
2021-2022	TBD*	TBD*
2022-2023	TBD*	TBD*
2023-2024	TBD*	TBD*
<u>HMO Illinois</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2019-2020	\$57.00	\$99.25
2020-2021	TBD*	TBD*
2021-2022	TBD*	TBD*
2022-2023	TBD*	TBD*

2023-2024	TBD*	TBD*
PPO		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2019-2020	\$62.00	\$112.00
2020-2021	TBD*	TBD*
2021-2022	TBD*	TBD*
2022-2023	TBD*	TBD*
2023-2024	TBD*	TBD*

**OVER BA1 of Teacher's Salary**

HMO Blue Advantage		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2019-2020	\$67.50	\$112.50
2020-2021	TBD*	TBD*
2021-2022	TBD*	TBD*
2022-2023	TBD*	TBD*
2023-2024	TBD*	TBD*
HMO Illinois		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2019-2020	\$75.00	\$125.00
2020-2021	TBD*	TBD*
2021-2022	TBD*	TBD*
2022-2023	TBD*	TBD*
2023-2024	TBD*	TBD*
PPO		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2019-2020	\$80.50	\$138.00
2020-2021	TBD*	TBD*
2021-2022	TBD*	TBD*
2022-2023	TBD*	TBD*
2023-2024	TBD*	TBD*

\*TBD will be based on the PRSP/Secretaries contract.

- C. Coverage will be specified in an annual summary of benefits provided by the insurance broker.

- D. An insurance committee shall be established. The Committee will be composed of eight (8) members appointed by the Union, four (4) Board appointees, one custodian; one bus driver; and one exempt employee. The Committee shall meet annually or as needed to review the District's insurance program. The Committee may prepare recommended modifications or changes in the insurance program to be submitted to the Board and the Union for ratification.
- E. The District will provide a wellness program at no cost to the employee at a site(s) of the District's choosing.
- F. The Board reserves the right to utilize any insurance carrier or to self-insure using a professional claims administrative service so long as the coverage(s) selected are comparable to the current coverage.
- G. Any full-time employee employed by the Board who has been enrolled in the District's health insurance program pursuant to Section XII. A. above for at least six months of the

fiscal year prior to the start of the following school year may elect to receive \$1,500.00 as additional compensation if the employee is eligible for single health insurance but does not enroll in any health insurance the following school year; or may elect to receive, \$2,275.00 as additional compensation if the employee is eligible for family insurance but enrolls only in single health insurance in the following school year; or may elect to receive \$3,000.00 as additional compensation if the employee is eligible for family health insurance but does not enroll in any health insurance the following school year. Such compensation will be paid to the employee in the school year after the employee withdraws enrollment in the District health insurance coverage and/or the employee's health insurance eligibility changes as long as appropriate documentation, if needed, is provided to the District within the open enrollment period for insurance.

Such a decision to accept the additional compensation in lieu of enrolling in District health insurance must be made by the qualified and eligible employee prior to the health insurance open enrollment period immediately prior to the school year in which the additional compensation is to be paid. Employees may change insurance coverage mid-year due to a change of life events as required by the District's health insurance carrier's policies. Changes in the amount of this insurance opt out benefit due to changes in life events may not be received until the following school year in accordance with the provisions of the preceding paragraph.

The additional compensation shall be added to the employees' gross salary and paid in equal installments as part of his/her regular paycheck. Any amounts paid to the employee under this election shall be subject to usual and customary withholding of taxes, IMRF contribution (if required), and any other withholdings required by law. If the employee leaves employment with the District during the school year, the district's obligation to pay any remaining compensation under this Section shall cease on the last day of employment.

No individual who is currently enrolled in/enrolls in the Retirement program in Article III and/or any other current or future retirement provisions shall be eligible to receive such additional compensation pursuant to this section of the Agreement. In addition, if an individual who seeks to receive the additional compensation from this provision would

cause the District to violate the laws and regulations which specifically preclude an employer from offering a financial incentive or other benefit to an employee not to enroll in, or to terminate enrollment in, a general health plan that is or would be primary to Medicare shall not be eligible for the additional compensation.

Employees who seek to re-enroll in the District's health insurance may do so in accordance with the rules of this plan.

### **ARTICLE XIII - UNION SECURITY**

#### **13.1 Dues Check-off.**

The Board agrees to deduct Union members' dues, assessments, COPE, or fees from the paycheck of each member authorizing such deductions as long as the corresponding authorization is provided in writing on a form approved by the District and created and provided to the member by the Union. The Union shall tender copies of the executed forms to the District. Upon receipt of this documentation and confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, assessments, COPE or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to the employee and remit them to the secretary or treasurer of SEIU Local 73.

The Union shall notify the District immediately if any member(s) revoke their written authorization to withhold union dues from their paycheck. It is the responsibility of the Union to immediately advise the District in writing of any such revocation.

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or resulting from, an action taken by the Board for the purpose of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union to the District related to this article. The Union and its members may not file a grievance to resolve any disputes over the provisions of this section. Furthermore, the parties agree to act in compliance with all State and Federal laws regarding this article at all times.

#### **13.2 Employee Data.**

The Superintendent or his designee, upon request shall furnish the Union a complete list of the names and addresses of the employees in the bargaining unit, provided that such a list shall not be provided more than one per pay period. The Union shall use the list exclusively for bargaining representation purposes and shall not disclose any information contained in the list for any other purposes.

### **ARTICLE XIV DISCIPLINE**

#### **14.1 Just Cause for Discipline.**

Bargaining unit members who have successfully completed their probationary period shall be subject to discipline, for just cause. Except for serious offenses that may warrant suspension or termination, the BOARD agrees to the concept of progressive discipline. In

all cases, employees will be afforded due process.

Steps in progressive discipline shall include verbal warning, written warning, suspension and termination. The BOARD and UNION agree that the commission of certain serious offenses, and/or multiple offenses of the same or similar infractions, would permit the Board to skip some or all of the steps in the progressive disciplinary process.

A. When an administrator calls a conference with an employee which might lead directly to dismissal or possible disciplinary action against the employee, the following provisions shall be applicable:

1. The employee and bargaining unit President shall be informed in advance of the purpose of the conference;
2. The employee shall have the right to have a union representative present at the conference;
3. The decision regarding discipline will not be made until the employee has responded to any charges shared at the conference; and
4. The employee will receive written notice of the administrator's decision, including discipline if merited.

B. In the event a bargaining unit member is relieved of his/her duty with or without pay, he/she may discuss the matter with the Superintendent before proceeding to Stage Four of the grievance procedure.

C. In the event a decision to suspend or dismiss a bargaining unit member is made by the Board of Education, the Union may proceed to Stage Four (4) before the Board without resort to prior steps.

#### 14.2 Removal of Adverse Material from Personnel File.

Upon the employee's written request, any record of disciplinary action or other adverse material shall be removed from the employee's personnel file after three (3) years, provided there has been no reoccurrence of the same or similar incident. Except that record of major disciplinary action such as a suspension from work, may be removed after five (5) years, provided there has been no reoccurrence of the original (or similar) infraction or incident. Evaluations shall not be removed.

### **ARTICLE XV SUBCONTRACTING**

#### 15.1 Subcontracting.

It is the general policy of the District to continue to utilize its Custodial and Maintenance employees to perform work they are qualified to perform. However, the District agrees to follow Section 10-22.34c of the Illinois School Code (105 ILCS 5/10-22.34c) as required should it decide to subcontract the work performed pursuant to this collective bargaining agreement.

This does not include subcontractor work traditionally utilized through past practices such as window washing services, etc. and may include such services as construction clean up, water and fire damage clean up, and other emergency cleaning services as may be needed in order to ensure the safety and security of students and staff.

## **ARTICLE XVI DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES**

### **I. GENERAL POLICY REGARDING DRUGS AND ALCOHOL**

The use of illegal drugs and the abuse of legal drugs and alcohol by all District employees presents unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interests of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of students, employees, and residents, the Board and Union agree to establish a program that will allow the Board to take the necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol.

### **II. DEFINITIONS**

A. "Drugs" shall mean any controlled substance(s) listed in the Illinois Compiled Statutes, 720ILCS 570 et seq., also known as the Controlled Substances Act, and 720 ILCS 550 et seq., also known as the Cannabis Control Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act or the Cannabis Control Act, but which have adverse effects on perception, judgment, memory or coordination.

B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug, which results in impairment while on duty.

C. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of drugs or alcohol in his/her body. When an employee tests positive for drugs or alcohol, there is a rebuttable presumption of impairment.

### **III. PROHIBITIONS**

Employees shall be prohibited from:

A. Consuming or possessing alcohol or drugs at any time during the work day on any of the District's premises or job sites, including all of the District's buildings, properties, vehicles and the employee's vehicle while engaged in District business.

B. Illegally selling, using, possessing, purchasing or delivering any drug during the work day or when off duty.

C. Being under the influence of alcohol or drugs during the course of the work day.

D. Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs that he/she is taking.

Violations of these prohibitions shall result in disciplinary action up to and including discharge.

#### IV. THE ADMINISTRATION OF TESTS

##### A. Informing Employees Regarding Drug Testing

All current employees will be given an electronic copy of the drug and alcohol testing policy upon execution of the Agreement between the parties. All newly hired employees will be provided with an electronic copy at the start of their employment.

##### B. Pre-Employment Screening

Nothing in this policy shall limit or prohibit the District from requiring applicants for bargaining unit positions to submit urine specimens or submit to a breathalyzer to be screened for the presence of drugs and/or alcohol prior to employment.

##### C. When A Test May Be Compelled

As set out more fully in the following provisions, the District shall have the right to require an employee to submit to drug/alcohol testing including but not limited to the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug-related activity on or off duty.

2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse.

3. When an employee is involved in an on-duty motor vehicle accident where there is reasonable suspicion of illegal drug use or alcohol abuse.

4. Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty. Such reasonable suspicion shall be confirmed by two administrators. One administrator may be the Executive Director of Buildings and Grounds. The other may include any administrator outside the Custodian and Maintenance Unit. After 4pm, only one administrator is necessary.

5. Random Testing, pursuant to the District's random testing procedures.

D. Reasonable Suspicion Testing (Pertaining to Items 1-5 under Section 4, C)

1. Reasonable Suspicion Standard

Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:

a. Observable phenomena such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances;

b. Information provided by an identifiable third party which is independently corroborated.

2. Order to Submit to Testing

Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. In such instances of reasonable suspicion, the District shall provide the employee with written notice of the order to submit to drug testing.

3. Procedure

The employee must then report to a testing facility within one (1) hour of receiving the order and submit to testing. The drug testing company will provide on-site testing within one (1) hour. In the event the employee needs to report elsewhere, transportation will be provided for the employee to and from the facility. At the time the employee is ordered to submit to testing, the District shall notify the Union representative on duty and if none is on duty, the District shall make a reasonable effort to contact an off-duty Union representative. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered evidence that the employee would test positive for alcohol or drugs on the screening. Any employee who refuses to comply with the order for a drug/alcohol screening shall be subject to discipline as if they had tested positive.

The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. When testing is ordered, the employee may be removed from duty and placed on leave with pay pending the receipt of results.

E. Random Testing (Pertaining to Item 6 under Section 4, C)

1. Frequency and Selection

a. The random selection of employees to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any employee. Each work day shall present every employee with a substantially equal statistical chance of being required to submit to the random testing program, regardless of samples previously submitted.

- b. The number of random tests to be performed shall be 8 per month.
- c. The collection of specimens for random testing shall be evenly distributed throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant.
- d. Random testing may be conducted on different days of the week throughout the annual cycle to prevent employees from anticipating patterns in collection schedules.
- e. The computerized random selection listing shall be generated from the common selection pool of all employees using a confidential identification number uniquely assigned to each individual employee. The association with and identification of the employee's name shall be known only to the Superintendent until such time as the daily selection for testing list is prepared for notification.
- f. The process will be unannounced as well as random. Employees will be notified that they have been selected for testing after they have reported for duty on the day of collection. The District may bypass an employee on the random list if he/she is on vacation or otherwise unavailable at the time the testing is scheduled.
- g. An employee shall not be required to submit to random testing more than two (2) separate times in one (1) fiscal year.

## 2. Procedure

- a. Upon notification that an employee has been selected for random testing, the employee shall be required to report immediately to the Executive Director of Buildings and Grounds and will be directed to the District designated Random Drug and Alcohol Testing Location, the transportation center, and no later than one (1) hour from notification. On-site testing will be provided within one (1) hour.
- b. Upon arrival at the District designated Random Drug and Alcohol testing location, the employee will identify himself or herself by use of the photo identification card and present the original Random Drug and Alcohol Testing Notification Form.
- c. Upon completion of the specimen collection process, the employee will, if his or her shift is not completed, immediately return to duty status.

## V. CONDUCT OF TESTS

In conducting the testing authorized by this Agreement, the District shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has and/or is capable of being accredited by the National Institute of Drug Abuse (NIDA).

- B. Ensure that the laboratory or facility selected conforms to all NIDA standards, including blind testing.
- C. Use of tamper-proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the Union at any time. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such results available to the Union upon request. All testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GS/MS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for Inter testing if requested by the employee.
- D. Collect samples in such manner as to ensure a high degree of security for the sample and its freedom from adulteration.
- E. Confirm any sample that tests positive in the initial screening for drugs by testing a second portion of the same sample by gas chromatography plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- F. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the District manager in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.
- G. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive.
  - 1. Provide each employee tested with a copy of all information received by the District in connection with the testing and the results; and
  - 2. Provide each employee tested with a copy of all reports received by the District in connection with the testing and the results;
- H. Ensure that no employee is subject to any adverse employment action except emergency temporary reassignment with pay or relief from duty with pay during the pendency of any testing procedure. Any such reassignment from duty shall be immediately discontinued in the

event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.

- I. Require that the laboratory or hospital facility report to the District that a urine sample is positive only if both the initial and confirmatory test is positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the District inconsistent with the understanding expressed herein, the District shall not use such information in any manner or forum adverse to the employee's interest.
- J. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by an employee being tested to provide information of food and medicine or other substances eaten or taken by or administered to the employee in the event of a positive test results and to interview the employee in the event of a positive test results to determine if there is any innocent explanation for the positive reading.

#### VI. CUTOFF LEVELS

The following minimum initial cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

##### Initial Test Level

Marijuana metabolites.....	50ng/ml
Cocaine metabolites.....	150ng/ml
Opiate metabolites.....	2000ng/ml
Phencyclidine.....	25ng/ml
Amphetamines.....	500ng/ml

All specimens identified as a positive during the initial screening test shall be confirmed using GC/MS techniques at the minimum cutoff levels listed below.

##### Confirmatory Test Level

Marijuana metabolites	15 ng/ml
Cocaine metabolites	100 ng/ml
Opiates	
Morphine	2000ng/ml
Codeine	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	250ng/ml
Methamphetamine	
Delta-9-tetrahydrocannabinol-9-carboxylic acid	250ng/ml
Benzoylecgonine	250ng/ml

The minimum cut off level have been established based on Department of Health and Human Services recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the District may, for good cause (e. g., NIDA or Health and Human Services recommendations), implement new or changed cutoff levels on an interim basis while negotiations are being conducted, subject to challenge by the Union through the grievance procedures.

## VII. RIGHT TO CONTEST

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this agreement.

## VIII. VOLUNTARY REQUEST FOR ASSISTANCE

The District shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, unless the request follows the order to submit to testing or unless the employee is found using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in his current assignment, the District may authorize sick leave or other assignment if it is available and for which the employee is qualified and/or is able to perform. The District shall make available through its Employee Assistance Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential.

## IX. DISCIPLINE

### A. Alcohol

a. If an employee tests positive for a blood alcohol concentration between .02 and .079, the employee will receive a strike, five (5) day unpaid suspension, and must participate in an EAP Program. Additionally, that employee will be subject to four (4) random tests during the 12-month period following the positive test.

b. After one strike, if the employee tests positive for any alcohol above .00 the employee will be subject to termination.

c. If an employee tests positive for a blood alcohol concentration at or above .08, the employee will be subject to termination, regardless of whether it is the employee's first time testing positive.

### B. Other Drugs

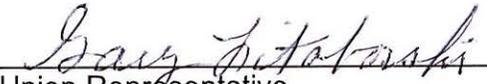
a. Regarding illegal drugs outside of alcohol, the District has a zero-tolerance policy and any violations of such provisions will result in immediate discharge.

b. Legally prescribed drugs will be reviewed on a case by case basis at the District's discretion.

C. Falsification of any document or information or failure to cooperate shall be considered grounds for discipline, up to and including discharge.

IN WITNESS WHEREOF, the parties hereto, after due consideration, have caused this Agreement to be executed in duplicate by their duly authorized officers on the day and year first above written at Cicero, Illinois.

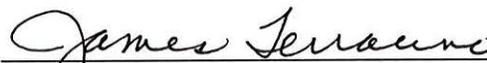
**CICERO COUNCIL  
SERVICE EMPLOYEES' INTERNATIONAL UNION  
LOCAL 73 CTW**

  
Union Representative 1/16/2020

  
Union President 1/16/2020

**BOARD OF EDUCATION  
CICERO SCHOOL DISTRICT 99  
Cook County, Illinois**

  
President 1/16/2020

  
Secretary 1/17/2020

**EXHIBIT A**

**CUSTODIANS**

**Custodians Hired After June 30, 2019:**

**Custodians hired after June 30, 2019, shall be paid the following pay rates during the first year of his/her employment and thereafter their maximum yearly compensation will not exceed \$50,000:**

	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>Maximum Compensation</b>
Custodian Yearly Salary	\$29,585	\$29,585	\$29,885	\$29,885	\$29,885	\$50,000

**Custodians who have completed their first year of employment shall receive the following pay increases per school year until they reach the yearly salary maximum of \$50,000:**

<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>Maximum Compensation</b>
3.0%	3.0%	3.5%	3.5%	4.0%	\$50,000

**Custodians hired after June 30, 2019 will not receive an annual pay increase per school year after they reach the yearly salary maximum of \$50,000.**

**Custodians Hired Prior To June 30, 2019:**

**Custodians hired prior to June 30, 2019 shall receive the following pay increases per school year until they reach the yearly salary maximum of \$60,000:**

<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>Maximum Compensation</b>
3.0%	3.0%	3.5%	3.5%	4.0%	\$60,000

**Custodians hired prior to June 30, 2019 who have reached the yearly salary maximum of \$60,000 shall receive a 2% annual pay increase per school year for the remaining term of this Collective Bargaining Agreement.**

**HEAD CUSTODIANS, HVAC WORKERS, PAINTERS, ELECTRICIANS, AND  
GENERAL MAINTENANCE STAFF**

**Head Custodians, HVAC Workers, Painters, Electricians, and General Maintenance Staff  
Hired After June 30, 2019:**

**When an individual is promoted to a new position their initial hire date will be used for calculating schedule, vacation and seniority. However, their new position probationary period will begin as of their first work day in the new position.**

**Head Custodians, HVAC Workers, Painters, Electricians, and General Maintenance Staff hired after June 30, 2019, shall be paid the following pay rates during the first year of his/her employment and thereafter their maximum yearly compensation will not exceed \$75,000:**

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Maximum Compensation
Head Custodian Yearly Salary	\$60,210	\$60,210	\$60,821	\$60,821	\$60,821	\$75,000
HVAC Workers, Painters, Electricians, and General Maintenance Staff Yearly Salary	\$60,210	\$60,210	\$60,821	\$60,821	\$60,821	\$75,000

**Head Custodians, HVAC Workers, Painters, Electricians, and General Maintenance Staff who have completed their first year of employment shall receive the following pay increases per school year until they reach the yearly salary maximum of \$75,000:**

2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Maximum Compensation
3.0%	3.0%	3.5%	3.5%	4.0%	\$75,000

**Head Custodians, HVAC Workers, Painters, Electricians, and General Maintenance Staff hired after June 30, 2019 will not receive an annual pay increase per school year after they reach the yearly salary maximum of \$75,000.**

**Head Custodians, HVAC Workers, Painters, Electricians, and General Maintenance Staff  
Hired Prior To June 30, 2019:**

**Head Custodians, HVAC Workers, Painters, Electricians, and General Maintenance Staff hired prior to June 30, 2019 shall receive the following pay increases per school year until**

they reach the yearly salary maximum of \$80,000:

<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>Maximum Compensation</b>
3.0%	3.0%	3.5%	3.5%	4.0%	\$80,000

**Head Custodians, HVAC Workers, Painters, Electricians, and General Maintenance Staff hired prior to June 30, 2019 who have reached the yearly salary maximum of \$80,000 shall receive a 2% annual pay increase per school year for the remaining term of this Collective Bargaining Agreement.**

