

ARGO COMMUNITY HIGH SCHOOL DISTRICT 217
AND SERVICE EMPLOYEES INTERNATIONAL UNION
S.E.I.U. CTW, CLC LOCAL 73

CUSTODIAL AND MAINTENANCE STAFF
COLLECTIVE BARGAINING AGREEMENT

November 19, 2024
through June 30, 2027

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ARTICLE I

INTRODUCTION

The Board of Education, Argo Community High School District 217 (hereinafter collectively “the District” or “the Board”), recognizes Local 73, Service Employee International Union, CTW, CLC (hereinafter “the Union”), to be the representative of the custodial and maintenance employees, excluding all supervisory, managerial, professional, and administrative employees under the Illinois Educational Labor Relations Act, 315 ILCS 5/1 *et seq.* The Board will comply with its bargaining obligations under the Illinois Educational Labor Relations Act prior to making any changes in mandatory subjects of bargaining during the term of this Agreement. The Board will provide the Union with reasonable notice of any proposed changes in such mandatory subjects of bargaining.

Section 1. **Line of Supervision**

All employees are in the direct employ of the Board. The Board, through the Superintendent of Schools, assigns responsibility for all employees. The Director of Buildings and Grounds is charged with the responsibility and administration of all buildings and grounds, including the custodial and maintenance employees. All employment, advancement, and termination must be approved by staff in these positions and recommended to the Superintendent of Schools who in turn recommends to the Board.

Supervisors, as defined under the Act and any other non-bargaining unit personnel, shall not normally perform the work of bargaining unit employees except work (1) for the purposes of instructing or training employees; (2) of an experimental nature; (3) involving the review of new, altered or repaired equipment; (4) in emergency situations (i.e., safety of students, staff).

Section 2. **Non-Discrimination**

In accordance with applicable law, neither the District nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, disability, sexual orientation, ancestry, marital status, arrest record, military status or other legally protected categories, and Union membership or non-membership.

Section 3. **Job Description**

Duties of each job shall be set forth by the Director of Buildings and Grounds and shall be on a fair and equitable basis. For informational purposes only, the District will update the job descriptions and attached hereto as Addendum #1.

Section 4. **School Code**

Any provision in this Agreement not in conformity with the Illinois School Code or any other State statutes governing public schools shall be null and void, and this Agreement shall be rewritten in order to bring it into conformity with law.

Section 5. **Labor-Management Meetings**

Representatives of the Board and Union shall meet biannually to discuss areas of mutual interest involving this Agreement and so constitute a Labor-Management Committee.

ARTICLE II
EMPLOYEE'S JOB WITH THE SCHOOL

Section 1. **Hours and Days of Work**

The regular workweek for the first and second shifts shall consist of five (5) days of eight (8) hours each, Monday through Friday, with one half (1/2) hour unpaid time allowed for lunch, which is not included in the eight (8) hour day. If an employee leaves the premises for lunch, he/she must punch out upon leaving and punch in upon his/her return. No employee may start his/her work shift earlier or end later than scheduled unless he/she receives approval from the Director of Buildings and Grounds or his/her designee.

The regular workweek shall consist of forty (40) hours from Monday through Friday for the first and second shifts. The third shift shall begin at 10:30 p.m. on Sunday and end at 7:00 a.m. on Friday, or from 10:30 p.m. on Monday until 7:00 a.m. on Saturday. One-half (1/2) hour of each shift time shall be unpaid lunchtime, which is not included in the eight (8) hour day.

Notwithstanding any other provision of this Agreement, during the period of August 15 through June 1 of each school year, the District reserves the right to assign skilled Grounds Person employees to a regular work week of Tuesday through Saturday, when their respective skill level is needed for student activities. Such workweeks shall consist of five (5) days of eight (8) hours each, Tuesday through Saturday, for a total of forty (40) hours. One half (1/2) hour of each shift time shall be unpaid lunch time, which is not included in the eight (8) hour day. The Union recognizes that such employees may be assigned work not related to student activities. The Board and Union agree that references in the Agreement to a workweek of Monday through Friday shall be construed to mean Tuesday through Saturday with respect to skilled Grounds Person employees assigned to an alternate workweek in accordance with this section (See e.g., Article II, Section 2.).

Assignment of working hours shall be on the basis of needs for the school. Hours may be

scheduled as needed provided forty-eight (48) hours prior notice is given in writing of shift assignment change to the employees involved. Shift changes will not include overtime unless more than eight hours work is done.

Section 2. **Overtime**

Overtime work will be paid at a rate of one and one-half times the basic rate. Lunch taken during overtime is not paid. Overtime shall be assigned in a fair and equitable manner--with the exception of emergency situations. If an employee refuses overtime, that time will be recorded as a refusal for equalization purposes only.

Management will post overtime assignments for a minimum of 48 hours on four-hour shifts per skill level required. If overtime assignments are posted less than 48 hours before the overtime is to be worked, the District cannot mandate any employee to work the overtime. Overtime assignments shall be offered to employees based upon seniority within a job classification. An overtime list will be created for each job classification and posted with the most senior employee of that classification listed first. Overtime assignments will be offered by seniority rotation based on that specific classification list, when needed. If all employees on that specific list refuse, the least senior employee may be forced to work in that classification. If all employees refuse in that classification, the Employer may select another employee from another classification if he/she has the ability and skill for the overtime job assignment based on seniority rotation.

A workweek is to be made up of five (5) consecutive workdays of eight (8) hours each from and including Monday to Friday and shall be a forty-hour week. Time and one-half will be paid after eight (8) hours per workday and any hour(s) /day(s) worked that are in addition to the employee's 40-hour workweek.

When an employee must visit a doctor or dentist and provides proof of such visit to the Director of Buildings and Grounds, or his designee, such excused absence will constitute part of the 40-hour workweek and will be charged to the employee's sick leave. Proof of such visit will be returned to the Director of Buildings and Grounds, or his designee.

In case of cancellation of activities due to weather or other factors, employees called in to do work involved in these activities will be expected to work in their usual areas for one-half day or four (4) hours. The employee has the option, in the above situation, to choose not to work one-half day if he/she so prefers, and if he/she so chooses, will not be paid for one-half day's work.

The Director of Buildings and Grounds must approve all overtime in advance.

Section 3. **Emergency Call Back**

A call back in the event of an emergency will entitle the employee so called to a minimum of four hours overtime allowance. In the event the work exceeds four hours in duration, actual time worked will be paid on a time and one-half basis. The Director of Buildings and Grounds or designee must approve emergency callbacks.

Section 4. **Time Clock**

The custodial and maintenance staff will observe regular working hours and will clock in no earlier than five (5) minutes prior to the start of their shift and will clock out no later than five (5) after the end of their shift. All employees must have changed to his/her work uniform and be clocked in by his/her regular starting time. All employees must be ready to work at the beginning of their scheduled shift.

All employees must comply with this rule without exception. No employee shall clock in for any other employee. Employees will be allowed to take five (5) minutes of shift time at the end of his/her shift for wash-up time.

Clocked in/out time shall be the basis upon which pay will be computed. No clocked time before or after the employee's shift will be included in the employee's weekly work time for pay consideration unless overtime work has been approved by the employee's supervisor. Employees who violate the District's time clock procedures are subject to discipline up to and including discharge.

Section 5. **Uniforms**

All employees are required to wear the current District provided uniforms when performing work covered by this Agreement. The District shall provide, at no cost to the employees, five (5) uniforms (ten (10) components) for custodians and eight (8) uniforms (sixteen (16) components) for maintenance personnel. Each custodial employee shall annually –between July 1 and June 30 – receive reimbursement up to \$60.00 to purchase work shoes conducive to the employee's job duties; whereas all maintenance and grounds employees will receive annual reimbursement up to \$75.00 to purchase work shoes/boots conducive to their specific job duties. A purchase receipt must be submitted with the reimbursement request using the District's online reimbursement request system.

Employees will receive new uniforms upon their submission of an old, worn uniform at any time during their employment with the District in order to present a professional appearance while at work. Employees who fail to comply with the District's uniforms policy are subject to discipline up to and including discharge. If the District decides to change the uniform and/or color of uniforms, the Employer will provide another full complement of uniforms to the employees at no cost. During summer months, employees will be allowed to wear Argo T- shirts with sleeves and blue jeans or

shorts. Employees will receive five (5) Argo T-shirts each summer and may request a new T-shirt by turning in an old, worn T-shirt at any time. Employees performing snow removal duties will be provided coats, boots and gloves for such work. Employees may receive replacement coats, boots and gloves by turning in old, worn items at any time.

Uniforms are not to be worn off duty. Employees are required to change into uniforms before work.

Section 6. **Reduction in Force**

In the event of a layoff, the least senior employee(s) within a job classification shall be laid off first, provided the remaining employees in the classification are qualified to perform the work. Any employee so displaced from his job classification shall be permitted to displace the least senior employee in a lower job classification provided he is senior to the employee in the lower job classification, and, provided further, he is qualified to perform the work. Employees shall be recalled from layoff in order of seniority provided they are qualified to perform the work required in the position open. The term qualified to perform the work as used in this Section shall mean that the employee has the skill, ability, and physical capacity to satisfactorily perform the duties assigned. The District shall provide the affected employee and the Union with notice of the proposed lay-off at least thirty (30) days prior to the anticipated effective date of the layoff.

Section 7. **Recall from Layoff**

If the District has any vacancies for the following school term or within one calendar year from the beginning of the following school term after the effective date of a layoff under Section 7, the positions thereby becoming available within a specific classification shall be offered to the employees laid off under Section 7 from that classification, so far as they are qualified to hold such positions, in the reverse order of total bargaining unit seniority.

Section 8. **Certification**

An employee shall be eligible for a one-time bonus of \$250 for the successful completion of a course approved by the District, provided the employee obtains prior approval for the course from the Director of Buildings and Grounds or designee; the course is designed to improve the skills of the employee that are directly related to his/her duties; and the employee submits a certificate of successful completion of the course outside of regular work hours. The cost of the training, test, and renewal certification fee, if applicable, will be paid by the District.

In cases where the Employer requires an employee to attend off-site training, the Employer will pay for the actual classroom hours and IRS mileage for the total miles driven to/from the training site; provided, however, that the employee requesting the mileage reimbursement must

have driven his/her personal vehicle.

ARTICLE III

HOLIDAYS AND VACATIONS

Section 1. *Holidays with Pay*

All employees will observe the following days as paid holidays:

- | | |
|-----|-------------------------------------|
| 1. | New Year's Eve Day |
| 2. | New Year's Day |
| 3. | Martin Luther King Day |
| 4. | Presidents' Day |
| 5. | Good Friday |
| 6. | Memorial Day |
| 7. | Juneteenth |
| 8. | Independence Day |
| 9. | Labor Day |
| 10. | Columbus Day/Indigenous Peoples Day |
| 11. | Wednesday before Thanksgiving Day |
| 12. | Thanksgiving Day |
| 13. | Friday after Thanksgiving Day |
| 14. | Christmas Eve Day |
| 15. | Christmas Day |

Casimir Pulaski Day will be a workday, as it is necessary to the operation and maintenance of the school facilities. This workday will be paid at the employee's straight time rate.

Any holiday falling on a Saturday shall be observed on the preceding Friday. Any holiday falling on a Sunday shall be observed on the following Monday, unless otherwise designated by the Director of Buildings and Grounds or designee for necessary operations of the facility.

In the event school is in session on any of the above holidays, employees shall work their regular work schedule, and a day will be added to their vacation time or at a time mutually agreed upon with the Director of Buildings and Grounds, but in no case shall more than three (3) holidays be allowed to accumulate toward an employee's vacation time.

Should an employee be serving on jury duty during a holiday, said employee will receive pay for such a holiday but will not be granted another day in addition to the paid day.

Should a holiday occur during an employee's vacation, an extra paid day will be added to the employee's vacation time.

No other holiday with pay will be allowed except for a national emergency duly authorized by state and local school boards.

The holiday will be paid for on the basis of the day observed as such holiday.

Holidays with pay are considered part of the forty (40) – hour work week. Any hours over forty (40) hours are to be paid at time and ½ the employee's hourly rate. If the employee submits for sick, personal or vacation time, then the overtime only applies to time worked more than eight (8) hours worked on a shift during that week's schedule.

Section 2. *Vacation With Pay*

Beginning with the effective date of this contract, vacation days shall be calculated using July 1 as the eligibility date. Vacation days accrued by employees based on the anniversary of hire date shall not be lost or given up because of this change.

Regular employees shall be granted vacations with pay as follows:

- Hire date* through 4th year = 80 hours (2 weeks)
- 5th year through 9th year = 120 hours (3 weeks)
- 10th year and above = 160 hours (4 weeks)

Vacation days are calculated and generated on July 1 of each year. First year employees who are employed before November of each year will receive 80 hours (2 weeks) of vacation as of the next July 1. Those initially employed after November 1 but before February 1 will receive 40 hours (1 week) of vacation as of the next July 1. Those employed after February 1 will not be eligible for vacation benefits until the second July 1 after the hire date. Those hired after November 1 must completed a full year of uninterrupted employment to advance on the established vacation allotment schedule. For example, it would be on the employee's 6th July 1 that he/she would advance to 120 hours (3 weeks) of vacation.

Vacation time shall not exceed two (2) weeks of continuous time without the approval of the Director of Buildings and Grounds. The Director of Buildings and Grounds must approve all vacation requests in advance. Requests for vacation must be made no less than three (3) working days in advance of the vacation. Vacation requests shall not be arbitrarily, capriciously, unreasonably, or inequitably denied. Vacation time must be used in either full or half-day increments. The needs of the District shall be the first consideration if vacation is requested and denied. Vacation time is earned for the preceding year of service.

Vacations shall be scheduled and approved at a time mutually agreed upon by the Director of Buildings and Grounds or such other designated Supervisor.

Second and third shift employees may take one week's vacation during the school year with the following restrictions:

- 1) Selection of the one (1) week during the school year shall be limited to one (1) employee per shift per week or day.
- 2) Vacation requests will be granted in the order in which they are received; conflicts shall be resolved by seniority.
- 3) Approval of such vacation requests shall be based on the operational needs of the District, provided, however, such approval shall not be withheld arbitrarily, capriciously, unreasonably, or inequitably.
- 4) Two weeks' vacation during the school year for second and third shift employees may be approved provided that the second week is taken in a block during winter or spring break.

Vacation time earned must be used one week prior to the next July 1 unless the employee chooses to carry over up to forty (40) hours of unused vacation time. If the District has denied an employee's vacation request for vacation days to be used after April 30th of a given year, then the employee may also carry over additional unused vacation days up to their annual allotment of days.

A vacation week consists of seven consecutive calendar days, including Saturday and Sunday. See Article III, Section 4 eligibility of Holiday pay.

No pay in lieu of vacation will be granted except upon retirement.

If an employee is terminated or resigns, all accrued vacation will be paid on the next regularly scheduled pay period.

Section 3. **Jury Duty**

If required to serve on jury duty, employees will receive the difference between jury duty pay and regular daily pay. Rather than take a deduction (which affects Pension), the jury pay can be remitted to the Business Office, and full pay on salary continues.

Section 4. **Absence Before and/or After a Holiday**

Employees must be on the job the last regularly scheduled workday preceding each holiday and the first regularly scheduled workday following the holiday in order to be eligible for holiday pay. However, if an employee is on sick leave (as certified by a physician), vacation, personal or jury duty, he will be paid for the holiday.

Section 5. **Military Leave**

Military leave shall be granted and administered in accordance with applicable state and federal law.

Section 6. County Paid Leave Ordinance Waiver

The parties to this Agreement have negotiated various leave benefits, including but not limited to sick leave, personal leave, bereavement leave, and vacation leave. The parties do not wish to adopt or incorporate any other forms of leave. The parties fully waive all requirements of the Cook County PAID Leave Ordinance, which they have reviewed with the assistance of counsel.

ARTICLE IV

SALARY AND COMPUTATION AND PAY PERIODS

Section 1. Pay Dates and Salary Computation

General salary ranges are in effect for all maintenance and custodial employees. These ranges are reviewed by the Board annually, and appropriate adjustments made. The ranges now in effect are shown on the Schedule. Salary is calculated as follows:

- 52 weeks times 40 hours equals 2,080 hours in working year;
- Annual salary divided by 26 equals bi-weekly salary;
- Bi-weekly salary divided by 10 equals daily salary rate.
- Annual salary divided by 2,080 hours equals hourly basis.

All salaries are subject to withholding as provided by law plus other deductions requested by the employee (Credit Union, Insurance, etc.) in accordance with law, provided the plans are in effect at the school.

Pay dates are calculated based on the fiscal year from July 1 through June 30. Employees will be paid every two weeks for time worked during the two (2) week period. Pay dates will be on the employee's last regularly scheduled workday every two (2) weeks.

Exceptions to the regular pay dates may be caused by winter and spring breaks. Early pay dates will not include overtime and shift pay. These will be paid the on the next regular pay date. All employees are required to utilize direct deposit for the payment of their wages.

Section 2. Overtime Pay

Overtime pay earned from the previous two (2) week pay period will be paid on the following two (2) week pay period with the exception of winter and spring breaks.

ARTICLE V
EMPLOYEE BENEFITS

Section 1. **Pension or Retirement Fund**

All full-time classified employees are automatically members of the Illinois Municipal Retirement Fund. Monthly contributions are withheld from salaries in a fixed and predetermined amount. Each employee receives notice of any change in deduction at the time the amounts are determined by the Fund.

Further information is available from the Business Office as to the exact operation of the Plan.

Section 2. **Insurance and Fringe Benefits**

A. Health & Life Insurance

All employees and their families are eligible for coverage in the group health insurance plans currently in effect for the school district. Choice of carrier will be decided by the Board of Education. The District shall provide annual in-person meetings during work time, one meeting for each shift, during open enrollment in order to explain the health insurance enrollment options to all bargaining unit members.

Included in the insurance program is a life insurance policy of \$100,000 through the effective date of this agreement, with an accelerated benefit for each employee; all premiums paid by the Board.

Employees shall have the option to elect coverage under the following plans:

1. Health Maintenance Organization (HMO). The Board shall provide HMO single and family coverage at no cost to the employee.
2. Blue Choice Options (BCO). The Board shall provide individual and family PPO coverage under the BCO program at the following contribution percentages:
 - Employee only coverage with premiums shared at 80% Board paid and 20% employee paid.
 - Employee + spouse coverage with premiums shared at 80% Board paid and 20% employee paid.

- Employee + children coverage with premiums shared at 80% Board paid and 20% employee paid
 - Family coverage with premiums shared at 75% Board paid and 25% employee paid.
3. Health Savings Account (HSA) with High Deductible PPO plan. The Board shall provide HSA individual and family coverage at the following participant contribution percentages with the Board paying 80% and the employee paying 20% for employee only, employee + spouse, employee + children and family coverages. The Board shall provide seven hundred dollars (\$700) annually to fund the HSA for the employee-only option, one thousand four hundred dollars (\$1,400) annually for the employee + spouse and employee + children options, and two thousand dollars (\$2,000) annually for the family option. Such contributions shall be made to the employee's HSA no later than January 1 of each plan year. New hires who have not completed a full year of employment shall receive a prorated contribution to their HSA.

B. Flexible Benefit Plan

The District will provide a flexible benefit plan which will allow each employee to allocate monies into tax-sheltered accounts for healthcare and childcare purposes, in compliance with the Internal Revenue Code.

C. Payment in Lieu of Insurance

In the event an employee elects not to participate in the District's health insurance plan, the Board shall contribute a maximum of four thousand five hundred dollars (\$4,500) into the employee's 403(b) plan account with a vendor approved for use under the District's 403(b) plan. The District will make these payments in installments payable on the District's regular payroll schedule. An employee must be employed by the District at the time of the particular installment payment in order to receive it, and the District will provide a pro-rated payment amount based on the number of days worked to employees that begin or separate their employment between payroll dates. The District will provide the Union with a list of approved vendors for the 403(b) account.

D. Dental Insurance

The Board shall pay eighty percent (80%) toward the premium for a dental plan, which plan is to provide for a maximum coverage of two thousand dollars (\$2,000) on an 80-20 basis and a deductible of \$100.

E. Vision Insurance

The Board shall maintain a plan to provide vision insurance which the employee may access annually during the open enrollment period and at their own expense.

F. Termination Date:

The effective date of termination for insurance benefits for those who separate from employment or otherwise become ineligible for insurance coverage is the last day of the calendar month in which such person terminates employment or ceases to become eligible. Any pre-paid insurance payments will be fully refunded.

Retirees shall be covered until the end of the fiscal year upon retirement. Any pre-paid insurance payments will be fully refunded.

Every school year, the Insurance Committee will meet to identify and evaluate potential plan changes designed to control insurance premium costs. The committee shall consist of two (2) representatives from each bargaining unit, one (1) representative from the confidential secretary group, and two (2) administrators. The Board of Education shall have the final authority to approve any plan recommended by the insurance committee.

The District in its discretion and after written notification to the Union, sixty (60) work days prior to any implementation, may during the life of this Agreement make such changes in the plans of the carrier and/or the carrier as it deems appropriate so long as those changes are equivalent or better and applicable to all other employees of the District. If at any time during the life of this Agreement the premium decreases, the bargaining unit employee(s) shall also have their insurance premium decreased at the effected time accordingly.

COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) is a federal law, enforced by the U.S. Department of Labor, Employee Benefits Security Administration. The District will follow the COBRA regulations in effect at the time of this contract.

Section 3. *Sick Leave and Personal Business Leave*

Sick Leave - Sick leave days are calculated and generated on July 1 of each year. Sick leave benefit allocation for probationary employees will be prorated from actual hire date through June

30 upon completion of the established probationary period outlined in this agreement. Proration shall be defined as follows: if hire date is the first (1st) to the fifteenth (15th), count as a full month. If hire date is after the fifteenth (15th), the proration shall be one-half (1/2) of the month. Effective July 1, each employee shall receive a full annual allocation of sick and personal leave time. Sick leave shall be defined to mean personal illness or disability, mental or behavioral health complications, serious illness in the immediate family or household, or quarantine at home, or birth, adoption, placement for adoption and acceptance of a child for foster care.

Sick leave is applicable to all regular employees who work 600 or more hours a year. Sick leave of thirteen (13) days per year, pro-rated for part-time employees, with unused leave cumulative to 260 days is granted to all regular, full-time employees. Said leave is to be at full pay for the hours of an employee's regularly scheduled shift.

Unused sick leave shall accumulate up to a limit of 260 days, provided that the employees who would have accumulated additional sick leave days but for the 260-day maximum shall be permitted to use such days if the maximum number of allowable accumulated sick leave days creditable toward retirement for I.M.R.F. purposes would otherwise be adversely affected.

Each employee shall be notified on July 1 of the accumulated sick leave days.

After three (3) consecutive days absence a physician's certificate in compliance with the official WH-380E or WH-380F forms, will be required as a basis of pay in accordance with the provisions of the Illinois School Code. The certificate must be turned in before an employee will be allowed to return to work.

An employee who is absent due to illness on the workday before or after a vacation period will be required to submit a physician's statement identifying the illness.

If an employee takes repeated individual days (e.g. three or more sick days on a Monday or Friday) in a month, a doctor's note may be required.

The employee may use the yearly sick leave at any time before it is actually earned. In the event of termination of employment an adjustment will be made in the last paycheck if the employee has been paid more sick leave than earned. In the event of a work-related injury, workers compensation will be paid to the injured employee. In addition, the Board will pay the employee the difference of workers compensation and the employee's regular pay to the extent that accumulated sick leave will permit such payment. The days to be charged to the employee's sick leave will be rounded to the next nearest full day or half day. After sick days are exhausted, vacation days may be used on the same basis. This decision must be made when it is evident that a payment is forthcoming from workers compensation.

Personal Business Leave - Three (3) personal leave days will be granted to each full-time employee each year. Personal leave for probationary employees will not be subject to proration.

Personal days may not be used during the first or last week of school, the last week of

summer break, nor immediately before or after a holiday, except in the event of an emergency, in which case prior approval of the Director of Buildings and Grounds shall be required. Absent prior approval, employees may not use more than two (2) consecutive personal days. These days are not cumulative, but unused personal leave will be credited to the cumulative sick days until maximum sick days are reached. An employee shall give 24 hours' notice before using a personal day. As bereavement time is necessary, two paid personal days will be first used and then sick days may be used if necessary.

Section 4. **Family Medical Leave Act**

Refer to Board Policy regarding Family Medical Leave Act.

Section 5. **Bereavement Leave**

Employees will be granted up to 3 days of paid leave per occurrence in the event of the death of an immediate family member. "Immediate family member" includes spouses, domestic partners, children, grandchildren, parents and parents-in-law, grandparents, siblings, and stepsiblings, stepparents, and stepchildren. Sick days or personal business leave days may also be accessed for bereavement purposes and in the event of the death of a non-immediate family member, in which case a doctor's note shall not be required. However, the employee may be asked to provide documentation such as an obituary, memorial card, funeral notice or other written verification of death, burial or memorial services.

Section 6. **Credit Union**

Credit Union membership is available to all employees through the New Century Federal Credit Union. Payroll deductions are available if requested.

Section 7. **Reporting Injuries at Work**

Employees must report any injury at once to the Director of Buildings and Grounds and/or the designee in charge. All employees are fully covered under workers compensation insurance as well as disability benefits from I.M.R.F.

Section 8. **Payroll Deduction of Dues**

Upon confirmation by the Union that an employee covered by this Agreement has authorized deduction of dues, the District shall deduct such dues from wages owed to that employee, unless the authorization is revoked by the employee through written notice to the District and the Union. Union membership shall not be considered mandatory. Divisiveness among personnel must be discouraged and cooperation of all employees encouraged with the policies negotiated and adopted by the Board. No member of the Administration will interfere with the individual rights of

each employee to Union representation.

The District agrees, for the term of this Agreement, to deduct the monthly Union membership dues from the payrolls for each employee, provided the District has received an individual and voluntary authorization for such deductions. The total amount of such deductions shall be paid within ten (10) days following the Board meeting at which the payrolls are approved to the Secretary-Treasurer, Service Employees International Union Local 73, 300 South Ashland, Suite 400, Chicago Illinois 60607. No deduction authorization for the month can be made later than the fifth (5th) of the month.

The initiation fee for Union membership by any employee(s) will be paid in two successive pays, each one representing one-half of the fee.

Section 9. **Bulletin Board Privileges**

The Union will be allowed bulletin board privileges in quarters set aside for employees.

Section 10. **Union Meetings**

Union meetings shall be held on the members' own time; however, the school facilities may be used for such meetings.

Section 11. **Union Orientation for New Hires**

Each new employee within the bargaining unit shall be able to meet with their Union Steward and Union Representative no later than five (5) calendar days after s/he reports to his/her supervisor for regular assignment. The Union Steward and or Union Representative and new employee(s) shall have 30 minutes of work time to allow the Steward and or Representative to provide the union contract and explain the duties of the Union and the Union Steward.

Section 12. **No Strike/No Lockout**

During the term of this Agreement, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, informational picketing, sympathy strike, concerted stoppage of or refusal to perform work or any other intentional interruption of work or interference with work by this unit of employees of the District. In the event that any employee or group of employees shall participate or engage in any of the activities herein prohibited, the Union agrees, immediately upon being notified by the Board, to direct such

employee or group of employees to cease such activity and resume work at once.

The Board shall have the right to discharge or otherwise discipline any employee who engaged in any of the activities prohibited by this Article.

The employer will not lock out any of its employees during the term of this Agreement.

ARTICLE VI

GENERAL WORKING RULES

Section 1. Temporary Assignment

1. The Supervisor may assign employees as required.
2. When an employee is requested to perform tasks, on a temporary basis, which fall in a higher pay classification, the employee will be paid at the corresponding higher rate of pay for the classification. To qualify for the higher rate of pay, on a temporary basis, the employee must work a minimum of two (2) hours per day performing tasks which fall in the higher pay classification.

Section 2. Tardiness and Failure to Clock In

An employee will be docked for any tardiness in excess of fifteen (15) minutes. Employees who have more than three (3) tardies in a calendar month or seven (7) tardies in a calendar year shall be subject to progressive discipline up to and including discharge. Employees who fail to clock in or out for work more than two (2) times in a calendar month or more than five (5) times in a calendar year shall be subject to progressive discipline up to and including discharge.

Section 3. Call-in Procedures

An employee, not a relative, unless the employee is too ill to call, must call into the Maintenance Office phone number when they are sick and cannot work. This report must be made two (2) hours before the employee's starting time. Failure to make this report can result in discipline. The District may implement an online absence management reporting system, such as Red Rover, that the employee will be required to use to report absences.

Section 4. Insubordination

Refusal or failure to perform assigned work, or to comply with other rules relative to employment, shall be cause for dismissal. The Director of Buildings and Grounds, union steward and the employee together shall discuss the work situation to make clear to all concerned what is to be done to make the employee's work acceptable by the Director of Buildings and Grounds. Repeated or consistent failure to do work assigned will be cited in a written notice to the employee and the union steward. Three written notices of reprimand shall constitute just cause for dismissal.

Section 5. *Inappropriate Language*

The use of profane or offensive language on school grounds or in the presence of faculty or students is strictly prohibited and may result in discipline up to and including discharge.

Section 6. *Use of Tobacco Products*

Employees are not permitted to smoke nor use tobacco products on school property.

Section 7. *Drug and Alcohol Policy*

The District and the Union agree that employees who violate the District's Drug and Alcohol Free Workplace Policy are subject to discipline up to and including discharge. However, in lieu of discipline and depending on the seriousness of the offense, the District may offer an employee who has violated the District's Drug and Alcohol Free Workplace Policy one (1) opportunity to satisfactorily participate in and complete a drug and/or alcohol abuse assistance or rehabilitation program that has been approved by the District.

Section 8. *Employee Responsibility*

It is the function of every employee to assume responsibility whenever he or she may find it, whether or not assigned. Responsibility is to include sharing of information, mechanical or factual, covering procedures within the organization. Also a cooperative effort is necessary to assist each other with problems that may occur.

Section 9. *Disciplinary Records*

Upon the written request of the employee, disciplinary records over two years old may be removed from the employee's personnel file by the Superintendent depending on such factors as the date of misconduct, nature of misconduct and any repeated instance of misconduct.

Section 10. *Progressive Discipline*

For individual instances of unsatisfactory work performance, misconduct, or attendance, discipline will progress as follows:

1. An oral reprimand or warning.
2. A written reprimand or warning.
3. Suspension, with or without pay.

4. Dismissal.

However, in cases of serious misconduct involving harm or threat of harm to students and/ or staff more severe consequences, up to and including dismissal from employment, may result.

Except in cases of inappropriate conduct involving and/or endangering students, disciplinary action shall be removed from an employee's file if two (2) years pass without the employee receiving additional discipline for the same/like violation.

Section 11. Just Cause Discipline

No employee who has successfully completed his probationary period may be dismissed or otherwise disciplined except for just cause.

Section 12. Health and Safety Committee

A health and safety committee made up of management and Union representatives will meet, discuss, research and develop solutions for health and safety issues at the District.

Section 13. Union Representation

An employee shall be entitled to the presence of a Steward and/or Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Section 14. Notice of Discipline to Union

The District shall timely send to the representative of the exclusive bargaining unit, copies of all written warnings, suspensions and discharges given to bargaining unit employees.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

Section 2. Grievance Steps

Step 1- Informal Meeting. Between the employee, either alone or with the Shop Steward and/or Union Representative and the employee's supervisor. The supervisor will give an answer within 24 hours.

Step 2 - Director of Buildings and Grounds. The grievance will be reduced to writing if the supervisor's answer is not satisfactory and will be submitted to the Director of Buildings and Grounds within 20 workdays of the occurrence giving rise to the grievance, or from when the employee knows or should have reasonably known of the issue. The exception to the time limit shall be grievances regarding salary, pay and benefits deductions which may be filed within one calendar year. A meeting may be held between the Grievant, the Union Grievance Committee, and the Director of Buildings and Grounds. The Director shall provide a written answer to the grievance within 10 workdays of the meeting.

Step 3 - Assistant Superintendent for Business. If the grievance is not satisfactorily resolved, it may be appealed to the Assistant Superintendent for Business within five (5) workdays of the Grievant's receipt of the Step 2 answer. A written answer will be filed with all parties as soon as possible but no later than five (5) workdays from date of submission in Step 3.

Step 4 - Superintendent or Board of Education. If the grievance is not resolved satisfactorily at this point, it may be appealed in writing to the Superintendent of Schools or the Board. Within 10 workdays of the receipt of the appeal the Superintendent, or in the case of the Board, within ten (10) workdays after their board meeting, shall issue a written decision to the employee with a copy to the Steward and Union Representative involved in presenting the Step 4 grievance.

Section 3. Arbitration

If the grievance is not settled in Step 4 and the Superintendent or Board's final answer is not satisfactory to the Union, the Union may appeal the grievance to arbitration by giving written notice of its desire to arbitrate to the Superintendent and to the President of the Board within forty-five (45) workdays after the date of the Superintendent's or Board's final answer in Step 4. Within 15 workdays of providing the written notice to the Board President or Superintendent, the Union shall advise, in writing with a copy to the Superintendent and Board President, the Federal Mediation and Conciliation Service (FMCS) of its intent to arbitrate and shall request a list of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators, in accordance with its rules on labor arbitration. Within 5 workdays from the issuance of this list of arbitrators, the Union shall contact the District and the parties shall select an arbitrator. The selection of the arbitrator will occur in the following manner: The District and the Union shall first attempt to agree on an arbitrator. If the parties cannot agree, the parties shall select an arbitrator by alternating the striking of names until only one (1) arbitrator is remaining. The parties shall alternate who begins the striking process with each Step 4.

The arbitrator shall be notified of his/her selection by a joint letter from the Board and the Union requesting that he set a time and a place for the hearing, subject to availability of the Board and Union representatives, and the letter shall specify the issue to the arbitrator. The arbitrator shall

have absolutely no power nor right to amend, modify, nullify, ignore, or add to the provisions of this Agreement. He/She shall consider only the particular issue presented to him/her in writing by the Board and the Union, and his decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Board, the Union and the employee or employees involved. The Board and the Union shall share the expenses of the arbitrator, including his/her fee, equally.

Section 4. *Time Limits*

For the purposes of this Article only, the term “workday” shall refer to Monday through Friday, excluding weekends and holidays. Failure to follow the time limits by the Grievant, except as mutually extended, shall bar the advancement of the grievance by the Grievant. Failure to follow the time limits by the District shall permit the Grievant to advance the grievance to the next step.

Section 5. *Discharge*

Grievances concerning the discharge of an employee shall be taken up initially at Step 4 of the grievance procedure.

Section 6. *Grievances of Probationary Employees*

Grievances may not be presented concerning the disciplinary suspension, discharge or layoff of an employee who is a probationary employee (new employee).

ARTICLE VIII **JOB SECURITY**

Section 1. *Seniority Definition*

General Definition of Seniority: Seniority shall be defined as the length of continuous service to the employer for purposes of wages and benefits. Upon employment, each employee shall receive a seniority date which shall be the date the Board approved his/her employment or their first day of actual work, whichever is earlier. If two or more employees have the same seniority date, the District shall conduct a drawing of lots witnessed by the affected employees and authorized Steward or Union Representative.

Classification seniority applies to these distinctive classifications: Custodian, Grounds Worker 1 and 2, Grounds Person 3, and Maintenance Person 1, Maintenance Person 2 and Maintenance Person 3. Classification seniority shall be defined as the date the employee begins to work in a classification. Classification seniority shall apply to layoffs and recall rights in accordance with Article II, Section 7 and 8, choice of vacation period, lateral transfer, and overtime.

Section 2. **Probationary Period**

Each new employee is considered to be on probation for a period of one hundred twenty (120) calendar days after starting employment. The Director of Buildings and Grounds will review performance records with probationary employees at the end of the first month and third month, and prior to the end of the one hundred twenty (120) calendar day probationary period. At the end of this period each employee is placed on the regular staff or will be terminated.

Following satisfactory completion of the probationary period, the employee shall be covered by the just cause sections of this Agreement. Upon hire, the employee will be eligible to participate in the Union, insurance programs, and eligible to participate in the Illinois Municipal Retirement Fund.

All personnel moving from one classification to a higher classification shall be on probation for sixty calendar (60) days. During the probationary period the pay will be granted at the rate of the step on which he/she is working. Refer to Salary Schedule.

Section 3. **Continuous Service**

Continuous service is broken only for the following:

- a) Resignation or retirement;
- b) Discharge for just cause;
- c) An employee's transfer out of the bargaining unit;
- d) An employee's failure to return to work within three (3) days after written notice of recall has been sent via certified mail, return receipt requested to the address appearing on the employee's records, it being the employee's obligation to keep the District informed on the current address;
- e) An employee has been laid off and his/her recall rights have expired.

Continuous service shall not be broken and shall continue to accumulate during an approved leave of absence, lay-off, or disability within the limits provided for.

Section 4. **Seniority - Promotion**

It is the policy to promote from within the present staff to give each employee the opportunity to use his ability and interest in his work to better his position.

In considering candidates, the District will review their qualifications, including skill, ability, completion of any required certification tests with a passing mark, attendance, and work record. If candidate qualifications are relatively equal, seniority will prevail. The principal criteria will be to obtain the best possible employee for the job.

All job openings will be posted at the clock station for ten (10) working days. Employees

who see a posting that looks interesting are invited to submit their bids to the Director of Buildings and Grounds. The Director of Buildings and Grounds and/or the Business Manager will screen all applicants. Final recommendations are made to the Superintendent of Schools for approval. Notification will be given at once when a decision by the Board has been made.

Section 5. **Lateral Transfer**

A lateral transfer is movement to another position in the same classification. If a vacancy occurs or there is a newly created position(s), an employee may submit their bid to the Director of Buildings and Grounds at the time of posting in accordance with Section 1. The position will then be filled with the employee with the most seniority. If the employee decides to return to their previous shift or if the District has just cause to return the employee to their previous shift, this will be conducted no less than 10 workdays from the move. If there are no employees that have placed a bid for a lateral transfer, the position will be filled in accordance with Article VIII, Section 1.

Section 6. **Separation**

If it becomes necessary to resign, employees should advise the Director of Buildings and Grounds at least two (2) weeks in advance to permit replacement. This notice will entitle the employee to accumulate vacation pay, if any, to date of resignation.

Section 7. **Retirement**

The retirement policy of the District follows the School Code. Each employee retiring must make application for separation benefits from Social Security. The Business Office will complete all necessary papers and forms for the I.M.R.F. for those qualified for retirement income. Payment starts soon after application has been completed.

Any employee covered by this Agreement may elect to receive only one of the following two retirement benefits:

- (1) A post-retirement annuity (or cash) payment equal to the number of years of service times two- hundred fifty dollars (\$250). For example, an employee with thirty (30) years of service would receive a post-retirement annuity in the amount of seven thousand five hundred dollars (\$7,500); OR
- (2) Co-payment by the Board of post-retirement single insurance coverage, based on the employee's plan prior to retirement, at a rate of 50% of the insurance premium cost for employees with 20-24 years of employment with the District, and 75% of total premium cost for employees with 25 or more years of employment with the District, from the time of retirement until the employee is eligible for Medicare.

To be eligible for one of the benefits listed above, an employee must sign an irrevocable letter submitting his/her request to retire one year prior to the date of retirement. For example, if an employee wishes to retire June 30, 2026, he/she must submit their signed letter no later than June

30, 2025.

Section 8. *Workload*

The Board declares that it is the policy of the District not to arbitrarily increase employees' workload when a wage increase is granted.

When work assignments are changed, any employee who feels that he/she is being unjustly treated has recourse through the grievance procedures.

Section 9. *Subcontracting*

The District and the Union recognize that staffing has a bearing on the quality of the custodial/maintenance program. The parties agree that staffing should be maintained at levels commensurate with the quality of the work the District deems necessary. The District agrees that during the term of this Agreement it will not subcontract work traditionally performed by this bargaining unit, defined as those responsibilities set forth in the job descriptions attached to the Agreement and ordinarily performed by bargaining unit members. This prohibition shall not include work which requires a license or certification not required for the position, nor work performed by an authorized contractor to preserve warranties.

Section 10. *Substitute Custodians*

Substitute Custodians are temporary, non-regular employees who may work sporadic schedules to fill in for regular full-time custodians who are absent. A substitute custodian shall not work for more than 600 hours per year. Substitute custodians shall be paid the hourly rate appropriate for the shift worked.

The Administration may utilize Substitute Custodians after overtime has been posted per the procedures of Article II Section 2 and if there are no Custodians who have volunteered to work those hours. For absences reported less than 48 hours from the shift a group text will be sent to custodians on the other shifts and overtime will be awarded to the first responder. If no one responds within one hour after the text was received, the work may be assigned to Substitute Custodians. For extended leaves of absence (exceeding 2 work weeks) the Administration may utilize Substitute Custodians without following the overtime procedure described above. Compensation for personal use of cell phone use has been negotiated as part of the overall compensation agreement.

Substitute Custodians shall accrue seniority proportionately, except that seniority shall reset for a break in service if a substitute rejects more than three consecutive work assignments within a 12-month period.

In the event a full-time custodian position becomes vacant and after full time custodians have had the opportunity to move into that open position in accordance with Article VIII Section 5, substitute custodians shall be given preference in filling that position on the basis of seniority. Substitute Custodians shall not be eligible for benefits nor the just cause provisions of this contract, except

substitute custodians shall accrue sick leave at the rate of 1hr for every 40hrs worked. Sick leave shall be taken and reported in accordance with all other provisions of this Agreement.

ARTICLE IX

UNION NOTIFICATON

Section 1. *Union Notification*

The Union shall be notified in writing by the Business manager or his/her designee of the following:

- a) New hires, including name, address and work location within (3) three workdays of being hired,
- b) Terminations, including designation of “voluntary” or “involuntary;”
- c) A complete seniority list on July 1 of each contract year.

Section 2. *Payment of Salaries*

Employees shall be paid on the basis of twenty six (26) pay periods per fiscal year beginning July 1 through June 30. The District shall provide employees with a schedule of their pay dates with their first paycheck of the fiscal year.

Section 3. *Placement in Certified Maintenance Positions*

All Maintenance employees hired after September 1, 2021 must pass a District issued certification test with a score of 70% or better. The certification test will assess the skills and qualifications listed on the “Maintenance 1” Category Job Description, attached hereto as Addendum #1.

To be placed in a Maintenance 2 positions after September 1, 2021, an employee must pass the District-issued certification test with a score of 70% or better and must possess licensure/certification in one of the following trades: painting, carpentry, plumbing, electrical, or HVAC.

To be placed in a Maintenance 3 positions after September 1, 2021, an employee must pass the District-issued certification test with a score of 70% or better and must possess licensure/certification in two (2) of the following trades: painting, carpentry, plumbing, electrical, or HVAC.

ARTICLE X

DURATION

This Agreement shall remain in full force and effect from November 19, 2024, through June 30, 2027. This Agreement shall continue in effect from year to year unless either party notifies the

other in writing at least sixty (60) days prior to the expiration date of the Agreement or yearly extension, indicating its desire to modify, amend, or terminate the Agreement.

ARTICLE XI

SCHEDULE OF WAGES

Section 1. Salary Schedules

Retroactive to July 1, 2024, all employees shall receive a wage increase of 4% to their 2023-2024 wage rate.

On July 1, 2025, all Custodian employees shall receive a 4.0% wage increase, and all Grounds and Maintenance employees shall receive a 3.4% wage increase to their 2024-2025 wage rate.

On July 1, 2026, all employees shall receive a wage increase equal to the average Consumer Price Index – All Urban (CPI-U) percentage for the period measured December 2024 through December 2025, except that the minimum increase shall not be less than 2.75% and the maximum increase shall not exceed 5%.

Custodians: Employees designated as custodians shall be paid in accordance with the following schedule. The hourly rates shown below include the applicable shift differential.

Year	First Shift	Second Shift	Third Shift
2024-2025	\$21.38	\$21.98	\$22.28
2025-2026	\$22.24	\$22.84	\$23.14
2026-2027 (Min.)	\$22.85	\$23.45	\$23.75
2026-2027 (Max)	\$23.48	\$24.08	\$24.38

Year	First Shift Grandfathered I	First Shift Grandfathered II	Second Shift Grandfathered I	Third Shift Grandfathered I
2024-2025	\$27.58	\$30.17	\$26.93	\$26.01

2025-2026	\$28.68	\$31.38	\$27.98	\$27.01
2026-2027 (Min.)	\$29.47	\$32.24	\$28.73	\$27.73
2026-2027 (Max)	\$30.28	\$33.13	\$29.51	\$28.47

Shift Differential for Custodians

The shift differential for second shift, 2:30 p.m. to 11:00 p.m. shall be sixty cents (\$.60) per hour; and ninety cents (\$.90) per hour for third shift, 10:30 p.m. to 7:00 a.m. The shift differential will only be paid to employees assigned to second and third shift; first shift employees who work late will be paid overtime for their work and will not be eligible for the shift differential.

Shift Lead Differential

The shift lead differential for employees shall be two dollars (\$2.00) per hour on first shift and three dollars (\$3.00) per hour on second or third shift as assigned by the Director of Buildings and Grounds or designee.

Grounds Workers: Employees designated as grounds shall be paid in accordance with the following schedule:

Year	Grounds I	Grounds II	Grounds II Grandfathered	Grounds III
2024-2025	\$29.58	\$31.49	\$42.16	\$33.75
2025-2026	\$30.58	\$32.56	\$43.59	\$34.90
2026-2027 (Min.)	\$31.42	\$33.46	\$44.79	\$35.86
2026-2027 (Max)	\$32.29	\$34.38	\$46.02	\$36.85

Maintenance Workers: Employees designated as Maintenance shall be paid in accordance with the following schedule:

Year	Maintenance I	Maintenance II	Maintenance III
2024-2025	\$36.55	\$37.98	\$40.90
2025-2026	\$37.79	\$39.27	\$42.29
2026-2027 (Min.)	\$38.83	\$40.35	\$43.45

2026-2027 (Max)	\$39.90	\$41.46	\$44.65
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