

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION  
OAK PARK ELEMENTARY SCHOOL DISTRICT 97**

**and**

**LOCAL NO. 73, SERVICE EMPLOYEES INTERNATIONAL UNION,  
CHANGE TO WIN (CTW)**

**2021 through 2025**

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## **ARTICLE I - LABOR CONTRACT AND WORKING AGREEMENT**

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This Contract, entered into this first day of July, 2021 by and between the Board of Education of Oak Park, Illinois, District 97, Cook County (hereinafter referred to as the "Board") and Local No. 3, Service Employees International Union, Change to WIN CTW (hereinafter referred to as the "Union").

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## **ARTICLE II - RECOGNITION**

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The Board recognizes the Union as the exclusive bargaining agent for all custodial floaters, custodians, delivery person(s), print shop employee(s), building engineers, and maintenance employees employed by Oak Park Elementary School District 97, excluding the Director of Buildings and Grounds and Administrative Personnel. This statement does not exclude any employee from voluntary union membership. No employee, either orally or in writing, shall enter into any agreement or arrangement that is contrary to, or conflicting with the terms and conditions of this Contract.

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## **ARTICLE III - NON-DISCRIMINATION**

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### **Section 1. Equal Opportunity Employer**

Oak Park School District 97 is in compliance with the U.S. Civil Rights Act of 1964 and the Title IX Educational Amendments of 1972, Part 86. The school district provides equal employment opportunities to all individuals and does not discriminate on the basis of race, color, religion, national origin, ancestry, sex, age, sexual orientation, or handicap.

### **Section 2. Non-Discrimination**

It is understood that there shall be no discrimination against any employee or any officers, committeemen, or member of the Union for fulfillment of their duties and obligations as officers and members of the Union. It is agreed, however, that employees are not to work on Union affairs during working hours except as specified herein.

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## **ARTICLE IV - MANAGEMENT RIGHTS**

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The Board shall retain all right to management of the property and buildings, and direction of the work forces; to make reasonable rules and regulations with respect to employees covered by this Agreement; to determine policies and procedures with respect to the establishment, management and conduct of its schools; to determine or change the methods and means by which its operations are to be carried on; to carry out all ordinary functions of management, whether or not exercised by the Board prior to the execution of the Agreement, subject to the provisions of this Agreement and the grievance procedure contained herein. The Union retains the right to bargain during the term of

the Agreement on changes in the employees' terms or conditions which are mandatory subjects of bargaining under the Illinois Educational Labor Relations Act.

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## **ARTICLE V - ADMINISTRATIVE ORGANIZATION**

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### **Section 1. Board of Education**

The Board is legally responsible for the determination of all policies and actions relating to the operation of the schools.

### **Section 2. Superintendent**

The Board delegates to the Superintendent of Schools the responsibility for the administration of all policies and plans of action.

### **Section 3. Assistant Superintendent of Finance and Operations**

The Superintendent of Schools delegates through the Assistant Superintendent of Finance and Operations the responsibility for the management of the physical plants of the schools.

### **Section 4 Supervision and Evaluation - Custodians and Engineers**

The Building Principals and Building and Grounds supervisory personnel shall be responsible for the supervision and evaluation of all custodians and building engineers. Principals shall direct minor concerns regarding the work of custodial employees in their buildings to their Building Engineers. If the minor issues are not resolved, or if there are more serious concerns, the Principals shall direct such concerns to the Director of Buildings and Grounds.

### **Section 5. Supervision and Evaluation - Other Covered Employees**

The Building and Grounds supervisory personnel shall be responsible for the supervision and evaluation of all other employees covered by this agreement.

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## **ARTICLE VI - UNION SECURITY AND DUES CHECK-OFF**

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Whereas, union membership is not mandatory, membership applications provide for maintenance of membership for the duration of the Agreement and all applications and/or revocation shall be processed by the Union office.

### **Section 1. Dues Notice**

The Union shall file notice in the Business Office of the School District as to the amount of dues payable by each employee.

### **Section 2 . Refunds**

- a. The Union shall refund to the School Treasurer or to the employee:
- b. Any monies which may be remitted erroneously to the Union; or
- c. Any dues which may be deducted erroneously.

### **Section 3 . Deduction Authorization**

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

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## **ARTICLE VII - INDEMNIFICATION**

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The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments against the Board resulting from any action taken or not taken by the Board pursuant to any written communications from the Union under the provisions of Article VI.

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## **ARTICLE VIII - SENIORITY**

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### **Section 1. Definition**

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service since the last date of hire.

### **Section 2. Seniority Termination:**

Seniority shall be terminated when an employee:

- a. Quits, or
- b. is discharged for just cause and is not reinstated under the grievance procedure; or
- c. retires; or
- d. is absent from work three (3) days without notification to his/her supervisor; or
- e. is laid off for a period of one year; or
- f. is absent from work due to disability in excess of twelve (12) months, provided said employee has exhausted all paid leave.

### **Section 3. Seniority Roster**

The Board shall maintain, post, and keep current a seniority roster noting date of hire, current position by job title, and building location. The Union shall be provided an up to date copy of this roster quarterly. In addition, the Union will receive notification of the following:

- a. new hires (name, address, work location, classification);
- b. terminations (with designation of "voluntary" or "involuntary"); and
- c. transfers.

### **Section 4. Layoff and Recall**

In the event of layoff due to economic reasons, the least senior employee within a job classification shall be laid off. Any employee so displaced from his/her job classification shall be permitted to displace the least senior employee in a lower job classification provided the employee is qualified to perform the work. Employees shall be recalled in reverse order of layoff (last off is first recalled) provided they are qualified to perform the work. The term qualified to perform the work as used in this section shall mean that the employee has the skill, ability, physical strength, and experience to perform the duties assigned.

There shall be no layoff of present employees for the term of this agreement other than through the

provisions of Article VIII or Article XVI of this contract.

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## **ARTICLE IX - VACANCIES, TRANSFERS, AND PROMOTIONS**

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### **Section 1. Promotions, Job Bidding and Posting**

When vacancies occur or new positions are created, the job shall be posted so that all employees may know the opening for five (5) working days prior to it being filled. Applications for vacancies shall be made in writing to the Director of Human Resources and Development. Each bid applicant shall be interviewed. Notice shall be given to the Chief Union Steward and all persons interviewed of the person recommended, prior to the final action being taken by the Board. Should a grievance be filed, final Board action will be delayed until the grievance is resolved. "Interview" shall be defined as a specific appointment at a given time and place between the applicant and an administrator. Copies of the notice of vacancy shall be sent to the Building Engineer of each building. The Building Engineer will be responsible for posting.

After the closing date of a vacancy posting, all efforts will be made to fill the position within two weeks. If circumstances prevent this timeline from being met, the Chief Union Steward will be notified in writing of the reason for the delay. Vacancies will be filled within 60 days after the last day of the posting period during the school year, and 60 days after the first day of school for vacancies occurring during the summer.

### **Section 2. Lateral Transfers**

Seniority shall be the sole determining factor for lateral transfers (i.e., transfers within an employee's same job class) providing the eligible employee has been assigned in his/her current position for a minimum of 18 months, the employee is qualified to perform the duties of any different position within the same job class (e.g., a custodian seeking a lateral transfer to the position of delivery man, must possess a valid Illinois CDL license), the most recent Building and Grounds Performance Assessment has a cumulative rating of 2 or more and the employee is not in any stage of progressive discipline. The duration of the progressive discipline is one year from the last date of action. Seniority shall apply for the first opening only.

### **Section 3. Selection of an Individual to Fill a Vacancy**

The District shall consider an employee's performance, training, experience, skills, attendance and whether the employee is in any stage of current progressive discipline when determining his/her suitability for a vacant position. When there are two (2) or more qualified employees applying for a vacant position and the above criteria are determined by the District to be equal, the employee with the most seniority shall be selected to fill the vacant position. However, if none of the employees who apply for the vacant position are determined by the District to be qualified for the vacant position, the District shall have the right to fill the position through the reassignment of a qualified employee or with an external applicant.

### **Section 4. Reassignment:**

The District retains the right to reassign staff as it deems necessary to meet its operational needs. However, the Director of Building and Grounds will not involuntarily reassign an employee from a day job to a night job, unless it is necessary to meet the temporary operational needs of the District and only after first seeking volunteers without success. (For purposes of this section, "temporary" shall be defined as no more than thirty (30) calendar days.)

### **Section 5. Internal Candidates**

It is agreed that wherever practicable, the District will fill vacancies in existing positions with employed staff. The Board reserves the right to reduce positions in the Bargaining Unit through the attrition of current employees or layoffs as provided in Article VIII, Section 4.

**Section 6. Bargaining Unit Work**

Bargaining unit work shall not be assigned to non-bargaining unit members unless no bargaining unit members are available to perform the work.

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**ARTICLE X - PROBATION**

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**Section 1. New Hires**

Probationary Period :

Each new employee hired for a permanent assignment is on probation for a period of ninety (90) workdays after starting employment. A probationary employee may be discharged without cause and without recourse to the grievance procedure. Performance records will be reviewed with probationary employees prior to the end of the 90workday periods. At the end of this period, each employee is placed on the regular staff with full vested seniority rights in all programs or is terminated. Seniority shall revert to date of hire upon completion of the probationary period.

**Section 2. Transfers or Promotions**

Probationary Period

- a. The successful bidder shall be given a probationary period of thirty (30) calendar days in the new position. Written evaluation of the adequacy or inadequacy of performance must be provided within the thirty (30) calendar day probationary period. Should the employee's performance in the job be rated unsatisfactory, the employee will be reassigned in the job classification he/she held prior to the transfer or promotion. The posting and bid procedure would be repeated should a position be declared vacant because of poor performance.
- b. In case of an outside hire, Section 1 of this Article will be followed. Should a person be terminated under this provision, the posting and bid procedure would be repeated.
- c. Upon commencement of the training period the employee or new hire will receive the rate of pay described in Article XVII. If an existing employee is promoted or transferred between job classes, he/she shall be placed on the same step as he/she was placed in the previous classification.

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**ARTICLE XI - HOURS OF WORK AND OVERTIME**

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**Section 1. Workday and Work Year**

The standard workday shall consist of eight (8) consecutive hours. The standard workweek shall consist of forty (40) hours, 12:00 a.m. Thursday through the following Wednesday at 11:59 p.m. The standard work year begins July 1 and ends June 30 each year. To determine hourly rates for overtime, yearly contract amounts will be divided by 2080. The eight consecutive hours for the day shift shall be exclusive of the lunch period. Eight consecutive hours for the other shifts shall include a one-half hour lunch period. Two fifteen (15) minute breaks shall be permitted for rest and relaxation, normally to be taken in the middle of each four hours of schedule. No employee will leave the building during the standard workday without informing and receiving permission from the Senior Director of Buildings and Grounds. In addition, those who leave during school hours shall inform the Principal.

**Section 2. Observing Work Hours**

Employees shall observe regular working hours, arriving and leaving at their scheduled time and there shall be no exceptions except for authorized Union meetings in a District 97 building. Following the meeting, employees shall return to their buildings to complete their shifts or to secure the

building.

### **Section 3. Start and End Times**

The starting and quitting times shall be established by the Director of Buildings and Grounds in accordance with operational requirements. Once established for the year, the workday starting time may be changed by agreement between the Director of Building and Grounds and the Union Steward(s).

### **Section 4. Day and Night Shift**

Day shift work assignments will begin between the hours of 4:30 a.m. and 12:00 noon. Night shift work assignments will begin between the hours of 12:01 p.m. and 8:00 p.m.

### **Section 5. School Closing**

In the event of an unusual District closing due to unforeseen circumstances, the employees will be notified of the closing. When the District Office is open, employees covered by this contract will be required to report for work unless notified to the contrary. If the Administration decides that it is necessary to have selected staff work when the District Office is closed for an emergency situation, custodial and maintenance personnel requested to work on such a day will be paid for the time worked at their regular straight time hourly rate for the number of hours worked, in addition to their regular day's pay. In the event of a District closing, no attendance will be recorded and that day will not be charged against an employee's personal sick leave, vacation leave, holiday, or emergency time. In case of closing of an individual building during the working day, all custodial/maintenance personnel will be expected to work. If the Building Administrator deems it necessary to release custodial/maintenance personnel due to emergency reasons, such release will be without loss of pay.

### **Section 6. Overtime Work**

Authorized overtime work related to the outside use of a school building, a planned event or activity at a school building, or planned additional housework at a school building shall be equalized amongst the custodians and Building Engineer assigned to the building insofar as practicable and will be meted out by the Building Engineer. It will be the responsibility of the Building Engineer to assure that staff members who have actually worked 40 hours during the week the overtime is scheduled are given priority when assigned overtime opportunities.

For purposes of assigning overtime opportunities, pre-approved leave for vacations and personal leave will be considered days and hours worked. Overtime work shall be limited to the ability of the individual employee to perform the work available. A record of overtime work will be provided to the Chief Steward.

### **Section 7. - Call back**

Employees called back after completing their workday, or on a Saturday shall be guaranteed a minimum payment of three (3) hours at time and one half. However, if the call back starts after 11:30 p.m. and before 5:30 a.m., the employee shall be guaranteed a minimum of four (4) hours at time and one half. Additionally, if the call back starts on a Sunday, the employee shall be guaranteed a minimum of (4) hours at time and one half. This applies only to emergency callback for a specific job and is not applicable when an employee is required to work overtime immediately before or after his/her assigned shift. It does not apply to a planned overtime. Employees called back after completing their workday, or called in on a day off to remove snow are expected to be as responsive as possible.

### **Section 8. Absent Employees and Work Loads**

In cases of absence due to use of sick or personal leave; the necessary work of the absent employee will be redistributed among other employees. If it is known in advance that an employee will be off



work for an extended period due to illness, attempts will be made to cover the work of the absent employee with temporary help. Workloads may be adjusted by direction of the Director of Buildings and Grounds.

**Section 9. Clocking In and Out**

Employees shall clock in at the beginning and end of their shift/lunch period each day using an electronic device to be determined by the Administration.

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**ARTICLE XII - WORKING CONDITIONS**

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**Section 1. Working Conditions**

In order to maintain the physical well-being of the students, it is the function of every Building Service Employee to assume responsibility wherever the employee may find it, whether assigned or not.

**Section 2. Workload**

It shall be the policy of the Board not to schedule a workload beyond the reasonable capacity of an employee.

**Section 3. Time**

Sufficient time will be allocated to all assignments to permit the necessary work to be accomplished.

**Section 4. Safety**

No employee will be required to perform duties that adversely affect his health and safety.

**Section 5. Substitute Custodians**

Substitute custodians may be assigned as required, per determination by the Director of Buildings and Grounds, when employees are on vacation.

**Section 6. Shortage of Personnel**

Based upon the district need, when a shortage of custodial personnel exists, the Director of Buildings and Grounds shall reassign custodians to perform the necessary work.

**Section 7. Building Engineer**

There shall be a Building Engineer assigned to each of the ten school buildings.

**Section 8. Board Policy**

**All employees are required to follow all Board of Education Policies. Section 9. Job Descriptions**

Comprehensive job descriptions shall be attached to this document and be incorporated in this agreement as Appendix "B". "Duties" does not apply to route assignments, but to overall job responsibilities and tasks outlined in Appendix "B". The comprehensive job descriptions may be changed by direction of the Senior Director of Buildings and Grounds with consent of the Union when such changes will result in improved operations or in a financial savings to the District.

**Section 10. Union Meeting Space**

When employees desire to hold official Union meetings in a school, the Director of Buildings and Grounds shall provide a meeting room.

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## **ARTICLE XIII - UNIFORMS AND ALLOWANCES**

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### **Section 1. - Uniforms and Allowance**

A professional image begins with proper appearance. During assigned work hours, employees are expected to wear clean uniforms, with a tucked in shirt, belt or suspenders and the required steel-toed boots. Employees may wear their District uniforms/boots while in transit to and from work, but are not to otherwise wear their District uniforms/boots when off duty. The District will furnish uniforms for all regularly scheduled full time Building Service Employees. Five (5) uniform pieces will be furnished for each new custodial employee and seven (7) uniform pieces for each new maintenance employee. Continuing employees will receive an allowance for uniforms equal in value to three (custodial) and five (maintenance) new sets on a yearly basis, dating from the date the first sets were received. In addition, Tee shirts will be provided by the Board of Education for use in hot weather when school is not in session. Employees may select clothing from the supplier(s) provided by the Supervisor of Buildings and Grounds. The District shall furnish those employees within the maintenance and building engineer classifications a snow suit which will be replaced as needed as determined by the Director of Buildings and Grounds.

### **Section 2. - Boot Allowance**

The District shall yearly reimburse employees for the purchase of District-approved boots to a maximum of one hundred twenty-five dollars (\$125) per employee.

### **Section 3. - Cell Phone**

Those employees in the maintenance and delivery classification for which the District requires regular communications in the field shall have a cellular telephone, which is in good working order. Employees shall have the option of the following two (2) choices, which are:

1. The District will provide a District issued cell phone to employees for District-related business number.
2. Employees can use their own personal cell phone for District-related business and will provide to the District their cell phone number.

If employees in the maintenance and delivery classification choose to use their own personal cell phone for District-related business, that employee will be reimbursed fifty dollars (\$50.00) per month. In addition, the District will provide a one-time reimbursement within the term of this Agreement to employees in the maintenance and delivery classification for the cost of the purchase of a cell phone to a maximum of two hundred dollars (\$200.00) per employee. The employee shall provide proof of purchase in order to receive the one-time reimbursement within the term of the agreement.

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## **ARTICLE XIV - ATTENDANCE**

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Regular employee attendance is critical to meet the Board's goal of ensuring the District's schools and other facilities function in an efficient and orderly manner. Therefore, the Board shall provide an attendance incentive as follows: Those employees with one or fewer days of sick leave absence, from July 1st through January 1, shall receive a check, by January 30, in the amount of \$500.00, less

applicable taxes and other required/authorized withholdings. Employees with one or fewer days of sick leave absence from January 2, through June 30, shall also receive a check, by July 30, in the amount of \$500.00, less applicable taxes and other required/authorized withholdings.

Time off for pre-approved vacation, pre-approved personal leave, bereavement, jury duty, authorized Union leave, and military leave shall not disqualify an employee for purposes of this attendance incentive. An employee must be employed during the entire 6-month period to qualify for the attendance incentive for that period.

An employee with an irregular attendance record can expect to be questioned by the Principal, Director of Buildings and Grounds, Senior Director of Human Resources, Assistant Superintendent for Finance and Operations, or the Superintendent as to the reasons for those absences. Insufficient reasons for being absent will lead to a written warning indicating that the employee's job performance is unsatisfactory and stating that attendance must be highly regular in the future to continue in the employment of District 97. The parties agree that documentation from a licensed physician is sufficient reason for absence. It is also agreed that, in the event the documentation is furnished by the employee's own physician, subject to any applicable legal requirements, the District may require a second medical opinion from a physician of its choosing and at District expense.

If attendance does not improve, or if attendance improves temporarily, the frequently absent employee can expect to be released from employment.

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## **ARTICLE XV - EVALUATION**

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### **Section 1. Evaluation Process**

Formal evaluations shall be conducted on a quarterly, semi-annual or annual basis in accordance with the Buildings and Grounds Assessment Form re-evaluation schedule. Prior to completing the evaluation, an evaluator shall meet with non-probationary employees to review the Buildings and Grounds Assessment Form and to discuss the various components of the evaluation with the employees.

A team consisting of the Building Principal, Director of Buildings and Grounds, Custodial Supervisor and the Building Engineers shall collaboratively evaluate custodians assigned to the various schools.

A team consisting of the Building Principal and the Director of Buildings and Grounds shall evaluate the Building Engineers.

A team consisting of the Director of Buildings and Grounds and the Maintenance Supervisor shall evaluate all maintenance employees.

Each employee shall have an evaluation conference during which the employee's evaluation will be reviewed. During this discussion, each employee shall be given the opportunity to comment. Upon the observations of the employee's work performance, and to participate in the formulation of the Work Performance Improvement Plan and the Employee Future Individual Objectives portions of the Assessment Form. Within 10 working days after this discussion, the Director of Buildings and Grounds shall complete the Assessment Form and provide a copy of it to the employee. If the employee disagrees with any matter set forth in the Assessment Form, the employee may note such disagreements on the Assessment Form in the portion labeled Comments by Reviewed Employee. The employee shall return a signed copy of the Assessment Form to the Director of Buildings and Grounds within 5 working days of his receipt of the Form. Each evaluation on the Buildings and Grounds Assessment Form shall be a summative evaluation covering the period of time from the date of the last evaluation on the Buildings and Grounds Assessment Form, or, if there was no preceding evaluation, a period of at least 10 months. During each evaluation period, the supervisor will make a reasonable effort to notify the employee of observed deficiencies in his/her work

performance to provide an opportunity for the employee to eliminate the deficiencies.

Each employee is expected to demonstrate continued and consistent satisfactory performance. Failure to meet this standard of performance may result in dismissal.

**Section 2. Confidentiality**

In administering the provisions of Section 1, it is understood that adverse action and/or criticism of custodial employees shall be private and confidential and shall involve the Building Principal and/or Director of Buildings and Grounds.

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**ARTICLE XVI - TERMINATION**

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**Section 1. Involuntary Termination**

Upon the recommendation of the Superintendent to the Board, non-probationary employees may be terminated from employment for reasons including, but not limited to, poor performance or misconduct, provided just cause exists and due process is followed.

**Section 2. Reassignment or Discharge - Inability to perform job duties** In the event an employee becomes unable to perform duties as per the employee's regular job assignment, the Administration reserves the right of re-assignment or discharge. In the case of a job related injury, the employee shall be terminated if unable to return to his/her regular work assignment within 12 months of injury.

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**ARTICLE XVII - COMPENSATION**

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**Section 1.** Wage Schedule: 3% increase July 1, 2021 – June 30, 2022

Definition of CPI-U :

For the 2022-2023, 2023-2024, and 2024-2025 school years, the increase over the prior year's base salary values shall be equal to the percentage attributable to the corresponding fiscal year in accordance with the Property Tax Extension Limitation Law (PTELL),

commonly referred to as the “tax cap.” More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for all Urban Consumers in the U.S. (CPI-U) as published by the US Department of Labor’s Bureau of Labor Statistics, two calendar years prior to the year in which taxes are actually extended (collected). This CPI-based calculation shall apply irrespective of any increase in the District’s extension limitation that may occur due to the passage of a referendum. For example, the increase for the 2022-2023 year will reflect the CPI-U for 2020 which represents the percentage increase between December 2019 and December 2020.

Full-time employees will be paid according to the following schedules:

2021-2022

Step		Job Class 1 Custodial Floater*	Job Class 2 Custodian	Job Class 3 Building Engineer & Delivery Driver	Job Class 4 General Maintenance	Job Class 5 Maintenance Specialist & Print Shop	Calculation
1	(0-12 months)	\$27,446	\$41,382.36	\$50,504.42	\$51,269.39	\$52,799.35	75% of Step
2	(13-24 months)		\$44,141.18	\$53,871.38	\$54,687.35	\$56,319.31	80% of Step
3	(25-36 months)		\$46,900.01	\$57,238.34	\$58,105.31	\$59,839.27	85% of Step
4	(37-48 months)		\$49,658.83	\$60,605.30	\$61,523.27	\$63,359.22	90% of Step
5	(49-60 months)		\$52,417.65	\$63,972.26	\$64,941.23	\$66,879.18	95% of Step
6	(Start of 61st month)		\$55,176.48	\$67,339.22	\$68,359.19	\$70,399.14	

2022-2023

Step	2.5% increase 2022-2023	Job Class 1 Custodial Floater*	Job Class 2 Custodian	Job Class 3 Building Engineer & Delivery Driver	Job Class 4 General Maintenance	Job Class 5 Maintenance Specialist & Print Shop	Calculation
1	(0-12 months)	\$28,133	\$42,416.92	\$51,767.03	\$52,551.13	\$54,119.34	75% of Step
2	(13-24 months)		\$45,244.71	\$55,218.16	\$56,054.54	\$57,727.29	80% of Step
3	(25-36 months)		\$48,072.51	\$58,669.30	\$59,557.95	\$61,335.25	85% of Step
4	(37-48 months)		\$50,900.30	\$62,120.43	\$63,061.36	\$64,943.20	90% of Step
5	(49-60 months)		\$53,728.09	\$65,571.57	\$66,564.76	\$68,551.16	95% of Step
6	(Start of 61st month)		\$56,555.89	\$69,022.70	\$70,068.17	\$72,159.11	

1.0% < CPI-U < 2.5% Increase							
2023-2024, 2024-2025 (TBD)**							
Step		Job Class 1 Custodial Floater*	Job Class 2 Custodian	Job Class 3 Building Engineer & Delivery Driver	Job Class 4 General Maintenance	Job Class 5 Maintenance Specialist & Print Shop	Calculation
1	(0-12 months)						75% of Step
2	(13-24 months)						80% of Step
3	(25-36 months)						85% of Step
4	(37-48 months)						90% of Step
5	(49-60 months)						95% of Step
6	(Start of 61st month)						

\*\*For purposes of the salary increase for 2023 and 2024, CPI-U shall represent the percent increase used in the Property Tax Extension Limitation (PTELL) formula to calculate the District's aggregate extension base. Therefore, if the District is subject to a property tax freeze, whereby the percent increase used in the formula is 0%, then the percent increase for the applicable year would be the minimum increase of 1%. If another collective bargaining agreement in the District is negotiated and agreed upon during the term of this collective bargaining agreement (2021-2025) and does not include language regarding the impact of a property tax freeze, the language in this provision related to the impact of a property tax freeze on annual pay increases shall become null and void. This language shall expire on June 30, 2025 and is subject to negotiation.

Seasonal hourly employees (*i.e.*, summer help) are not covered by the terms and conditions of this agreement.

\*Custodial Floaters – There shall be no more than two (2) employees assigned to the custodial floater category.

The basic rate shown on the schedule is to apply when starting time is between 6:30 am and 2:00 p.m.

**Section 2. Shift Differential**

In addition to the basic rate, seven hundred twenty four dollars (\$724) annual premium will be paid when the assigned starting time for a regular assignment is at or after 2:01 p.m. No starting time for a regular assignment may be scheduled after 8:00 p.m. without mutual agreement of the Board and the Union. If less than a full year is scheduled, the premium will be pro-rated based on a fraction of days worked divided by 180 days. The shift differential shall apply only to employees in Job Class 2 - Job Class 5.

**Section 3. Overtime Pay**

The first forty (40) hours worked each week shall be paid as straight time at the employee's regular hourly wage rate. All time actually worked in excess of the first forty (40) hours per week shall be paid at the rate of time and one half, with the exception of holiday work as defined in Section 4. An employee who works on a holiday shall receive the holiday pay plus double time for the hours the employee works (for example, If an employee earns \$6/hour, the employee will earn \$12/hour worked in addition to their holiday pay). In order to be compensated for overtime work, employees shall submit a timesheet to their supervisor no later than 30 days after the date worked.

**Section 4. Paid Holidays**

Holiday pay will not be earned if an employee records a personal or sick leave day on a scheduled workday immediately preceding or following a holiday unless the illness is verified by a doctor's certificate. Each twelve month employee covered by this contract shall be granted 15 paid holidays each year. These paid holidays shall include six (6) holidays designated in the calendar each year and the following designated days:

- |   |  |
|---|--|
| New Year's Day                                | Thanksgiving Day<br>Friday after Thanksgiving Day        |
| Memorial Day<br>Independence Day<br>Labor Day | Christmas Eve Day<br>Christmas Day<br>New Year's Eve Day |

When a holiday falls on a Saturday or Sunday, another day off shall be granted by the Board if that day is a non-school day. If school is in session on any of the above holidays, another day shall be designated by the Board as a paid holiday. The Department of Human Resources shall publish via memo each year the six (6) days in addition to the holidays identified above by June 1 for the following school year.

One (1) additional floating holiday shall be granted to each employee acknowledged by this Collective Bargaining Agreement for the 2021-2022 school year only. The floating holiday cannot be taken on a blackout day.

**Section 5. Jury Duty and Other Related Appearances**

An employee required to serve on jury duty or who is subpoenaed to testify during work hours in any criminal proceeding shall receive full pay plus any remuneration for service and absence shall not be deducted from sick leave. Transportation allowance shall be retained by employee.

**Section 6. Weekend Shift**

For security and operational requirements, employees may be assigned on a voluntary basis for a 5-day workweek other than Monday through Friday. This assignment will include an eight (8) hour workday for Saturday and Sunday (including breaks and lunch totaling one hour). If the regular workweek includes Saturday and Sunday, the Sunday pay is time and one-eighth. A maximum of two (2) employees may be utilized with the understanding that if no current employees bid for these positions,

the Board will employ new hires that accept the above terms of employment.

**Section 7. Tuition Reimbursement**

The District will reimburse employees for the cost of tuition for coursework pre-approved by the Director of Building and Grounds to a maximum of \$1000 per year per employee. Such approved courses must be successfully completed by the employee for tuition reimbursement to occur.

**Section 8. Negotiated Wage Rates**

The existing wage rates as provided in this agreement are recognized as negotiated rates and may be increased or decreased by mutual agreement in accordance with the Local 73 Code of Standards which states: "We recognize the human right to job satisfaction is related to decent wages and working conditions; we have a right to expect as compensation for our work, but also that it is most basically related to what the individual puts into his work."

**Section 9. CDL Renewal**

The Board shall reimburse any employee whose assigned duties require him/her to maintain a commercial driver's license, the cost of: 1) renewing such license; 2) any endorsements required by the District, and; 3) the cost of any related medical examination. The Board shall pay such costs only one (1) time per renewal cycle (i.e., if the employee loses his/her license, fails an exam, etc., the Board shall not pay for replacements, subsequent tests in the same renewal cycle).

**Section 10. - Matching (Non-Elective) 403(b) Contributions**

The Board shall make a matching contribution to each eligible employee's 403(b) account. To be considered eligible to receive an annual matching contribution, an employee must establish a 403(b) account and make personal contributions during the Plan Year. The Board will match, at a rate of 50%, the employee's first 4% of elective personal contributions (i.e., the Board will contribute a maximum of 2%). Any matching contributions made to an eligible employee's 403(b) account shall be made by the Board in accordance with the 403(b) Plan Document and applicable law and IRS Regulations.

Example - if an employee who earns \$40,000 contributes:	The Board will contribute:
1%/\$400	0.5%/\$200
2%/\$800	1%/\$400
3%/\$1,200	1.5%/\$600
4%/\$1,600	2%/\$800
5%/\$2,000	2%/\$800

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**ARTICLE XVIII - INSURANCE BENEFITS**

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**Section 1. - Life Insurance**

The Board shall provide term life insurance for each full-time, 12-month employee in an amount equal to the employee's annual salary to a maximum of \$50,000, provided, however that for employees age 65 or above, the amount of the life insurance benefit may be reduced as set forth in the carrier's policy.



**Section 2. Medical and Dental Insurance**

Eligible, full-time 12 month employees covered by this Contract will receive the same group medical and dental insurance premium contribution rates and benefits as stated in the OPTA Collective Bargaining Agreement. If changes take effect in the OPTA Collective Bargaining Agreement during the term of this Agreement, eligible employees will receive the same premium contribution rates and benefits effective the same contract year as the change(s) take effect for the certified staff.

**(MOVE TO ARTICLE XXI Retirement and Benefits)**

**Section3. Insurance Assistance**

Employees having difficulty with an insurance carrier should consult the Administration for assistance.

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## ARTICLE XIX - LEAVES

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### **Section 1. Sick Leave**

Each employee is entitled to thirteen (13) days of sick leave at full pay during each year. Sick leave may only be used in no less than half-day increments. Such leave shall be accrued at a rate of one day for each 20 days or fraction thereof the employee is scheduled to work, including holidays. Unused days of sick leave may be accumulated on an unlimited basis.

#### **REPORTING NEED FOR SICK LEAVE:**

An employee who is not able to report for work for the day due to illness must notify the Director of Buildings and Grounds as soon as possible in advance of the start of his/her shift.

- Employees scheduled to begin work on or after 12:00 noon should notify the Director of Buildings and Grounds at least two hours in advance of their scheduled start time, except in cases of emergency.
- Employees scheduled to begin work before 12:00 noon should notify the Director of Buildings and Grounds the day before the anticipated absence when possible, or as soon as possible in advance of their scheduled start time on the day of absence, but in no event less than two (2) hours in advance of their scheduled start time except in cases of emergency.
- In all circumstances of reporting the need for use of sick leave, the employee is to follow the Sick Leave Procedures for Local 73 Employees provided to Local 73 employees by the Director of Buildings and Grounds.

Except in cases of emergency, failure to follow proper, prescribed call-in procedures for use of sick leave shall result in progressive disciplinary action as outlined in Article XXIV.

When an employee's sick leave use is judged excessive, such employee may be required to meet with the Director of Buildings and Grounds to review the employee's use of sick leave. The Union Steward shall attend such meeting at the request of the employee involved.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household or birth, adoption or placement for adoption. The immediate family shall include parents, spouse, civil union partners, domestic partners, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. The Board of Education may require, at its sole discretion, proof of such a relationship.

The Board of Education may require, as a basis for pay, medical proof of the validity of sick leave use if an employee is absent for three or more consecutive days for personal illness or 30 days for birth or as the school board may deem necessary in other cases. If the Board does require medical proof as a basis for pay during a leave of less than 3 days for personal illness, it shall pay the expenses incurred in obtaining said medical proof.

Where the employee is entitled to leave under the *Family and Medical Leave Act*, 29 U.S.C. 2601, et seq., ("FMLA"), and the use of sick leave otherwise qualifies for FMLA leave, the employee's FMLA leave entitlement shall run concurrently with the employee's use of sick leave.

### **Section 2. Personal Business Leave**

Employees shall be permitted two (2) personal leave days per year, accumulative to three (3) days, for personal business that cannot be conducted at any other time. The request must be presented to the Director of Buildings and Grounds in writing on the appropriate form at least three (3) working

days prior to the requested day, except in an emergency. Any unused personal leave days not accumulated as personal leave days will accrue as sick leave.

Personal business leave may not be used to extend a vacation or be taken: (1) before or after a holiday; or (2) on the day the school celebrates Halloween.

**Section 3. Bereavement Leave**

In the case of death of a leave as defined in Section 1, up to three (3) days of leave will be granted with pay per year and said leave not deducted from any accumulated sick leave. Should an employee request additional days off for a death of a person as defined in Section 1, these additional days shall be deducted from any accumulated sick leave or should an employee not have sufficient accumulated sick leave, will require a per diem deduction. For a day of leave to be deemed "bereavement leave," under this section, and not be deducted from any accumulated sick leave, the employee shall furnish to the Senior Director of Buildings and Grounds, proof of the type of relationship defined in Section 1 within a reasonable amount of time of taking the leave.

**Section 4. Unpaid Leave of Absence**

Leave of absence without pay may be granted for up to one year by the Board of Education upon written application, for conditions of ill health or other reasons approved by the Board. No employee, however, shall be granted a leave of absence to seek employment elsewhere. Seniority shall be retained during the authorized leave of absence. In the case of military service, the provision of Illinois law requires that the employee shall be returned to his former position without loss of time or seniority. The employee shall receive the current rate of pay at the time of returning to employment.

**Section 5. Parental Leave**

**An employee who has been employed by the District for a minimum of one (1) year, shall be granted fifteen (15) paid parental leave days from the Board to employees who are eligible for FMLA leave based on birth or adoption. These days shall run concurrently with FMLA leave. During a twelve (12) week short-term parental leave, an eligible employee can use a maximum of sixty (60) paid sick leave days, inclusive of any days the employee has available. If an employee plans to use more than thirty (30) days of paid sick leave, the employee must have a minimum sick leave balance of five (5) days upon return from the leave.**

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**ARTICLE XX - VACATIONS WITH PAY**

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**Section 1. Vacation Leave**

Vacation days are granted on June 30<sup>th</sup> each year. An employee who is newly hired from July 1<sup>st</sup> to June 30<sup>th</sup> does not earn vacation days unless he/she is actively employed in the District on the following June 30<sup>th</sup>. Then, his/her vacation days shall be prorated according to the following formula: 1 day vacation for each 23 days worked (if an employee works at least 13 days, he/she would be granted a half (1/2) day of vacation provided he/she is employed by the District on June 30<sup>th</sup>).

**Section 2. Vacation Credits**

Continuing employees into a second year of employment shall be credited with paid vacation days

according to the schedule below as of June 30 each year.

<u>At the End of:</u>	<u>12 Month</u>
1 – 4 Years	10 days
5 – 9 Years	15 days
10 Years	16 days
11 Years	17 days
12 Years	18 days
13 Years	19 days
14 – 19 Years	20 days
20+ Years	25 days

### **Section 3. Vacation Scheduling and Approval**

The scheduling of vacations shall be subject to the approval of the Senior Director of Buildings and Grounds and requests must be presented in writing to the Senior Director of Buildings and Grounds. The Senior Director of Buildings and Grounds and representatives of the Union shall develop a plan for employees to schedule the use of vacation leave. Such plan shall list critical periods of the year during which, except for extenuating circumstances, vacation leave may not be used.

### **Section 4. Vacation and Holidays**

If a vacation period falls in a week where a paid holiday is included, the holiday will be added to the vacation time.

### **Section 5. Vacation Use within a Contract Year**

Vacation days shall not be accumulative and must be used by the end of each fiscal year. If at the time of an employee's resignation or retirement, he or she is owed pay for earned and unused vacation days, such pay shall be issued by the District in the month following the first full month after the employee's resignation or retirement.

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## **ARTICLE XXI - RETIREMENT AND BENEFITS**

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### **Section 1. IMRF Provisions**

All full-time, non-hourly employees, except as otherwise specified, shall come under the provisions of the Illinois Municipal Retirement Fund and the Social Security Act as provided by Statute.

### **Section 2. Retiree Service Recognition**

An employee retiring after the age of fifty-five (55) and with at least twenty (20) years of service in District 97, shall receive from the Board of Education the amount of \$800.00; for fifteen (15) years of service the amount of \$600.00; for ten (10) years of service the amount of \$400.00; and for five (5) years of service the amount of \$200.00.

### **Section 3. Retiree Insurance Plan Continuation**

To recognize the contributions of those employees who have provided long and effective service to the District, employees who have been employed in the District at least ten (10) years and who are eligible for and who retire under an IMRF covered pension plan will be eligible for the following benefit:

All retiring employees shall be entitled to remain in the group health insurance plans until age 65 or until they are Medicare eligible at their own cost provided continued coverage is authorized by the District's health insurance carrier.

### **Section 4. Unused Sick Days**

Employees shall be permitted unlimited accumulation of sick leave. Upon retirement, unused sick days of two hundred twenty-one (221) days will be sent to IMRF to add one (1) year service credit. Any days in excess of 221 will be paid at \$25.00 per day for a maximum of 60 days or \$1500.

### **Section 5. Notice for Retirement Benefits**

To be eligible for retirement benefits as defined in Sections 2, 3 and 4, an employee shall notify the Superintendent of Schools at least ninety (90) days preceding the last day of work. The Superintendent of Schools may waive the 90 day notice due to extraordinary circumstances at their discretion.

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## **ARTICLE XXII - WORKER'S COMPENSATION**

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### **Section 1. Worker's Compensation**

Employees shall be compensated for work absence arising from an injury incurred while in the course of employment according to the Illinois Industrial Commission Handbook on Workers' Compensation and Occupational Diseases.

- Employees who must lose time from work in order to recover from the injury or disease are entitled to receive weekly payments until they are able to return to work that is reasonably available to them.
- The employee will receive two-thirds (66 2/3%) of his/her average weekly earnings during the year before the accident or last exposure, subject to certain limits. This compensation is paid by the District's Workers' Compensation insurance carrier.
- No workers' compensation is payable for the first (3) working days, unless the lost time continues for 14 or more calendar days from the date of injury.

### **Section 2. District Insurance Contribution**

During the time an employee is authorized to be absent from work as a result of a Worker's Compensation claim, the district will continue to contribute to the cost of the employee's health, dental, and life insurance at the same rate as contributed during the time of active employment. The employee will continue to be responsible for paying his/her portion of such costs.

### **Section 3. Length of District Insurance Contribution**

All benefits payable by the District as indicated in Section 2 above to an employee shall remain in force for up to twelve (12) months from the date of commencement of Worker's Compensation claims. If retirement is elected by the employee, all provisions of the contract will be used to determine retirement allowances including the period of Worker's Compensation payments.

### **Section 4. Workplace Safety**

The District and its employees recognize that safety is an important aspect of the workplace. Accidents caused by employee negligence will not be tolerated. A member of the bargaining unit shall be invited to serve as a member of the District's Safety Committee.

### **Section 5. FMLA Leave and Worker's Compensation**

Where an employee is entitled to leave under the *Family and Medical Leave Act*, 29 U.S.C. 2601, et

seq., ("FMLA"), and his/her workers' compensation-related absence also constitutes a "serious health condition," as that term is defined in the FMLA, then the District shall designate the absence as FMLA-qualifying and the FMLA leave shall run concurrent with any time an employee is authorized to be absent from work as a result of a Worker's Compensation claim.

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## **ARTICLE XXIII - GRIEVANCE PROCEDURE AND GRIEVANCE COMMITTEE**

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### **Section 1. Definitions**

**Definition:** A claim by an Employee or group of Employees covered by this contract that there has been a violation, misinterpretation, or misapplication of the terms of this contract.

**Time Limit for Filing:** No grievance shall be entertained or processed unless it is submitted within fifteen (15) business days after the Employee concerned has become aware, or should have become aware, through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within these time limits, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer or its designee does not answer a grievance, or an appeal thereof, within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

The time limit in each Step may be extended by mutual written agreement of the Superintendent, or his/her appointed designee, and the Union representatives involved in each Step. The term "business day" as used in this Article shall mean the weekdays Mondays through Fridays, inclusive, and excludes Saturdays, Sundays, holidays and other days on which the District Business Office is not open.

**Grievance Withdrawal:** A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, will be treated as though never having been filed.

**Bypass:** By mutual written agreement, any step of the grievance procedure may be bypassed.

**Settlement:** By mutual written agreement, a grievance may be settled at any step without establishing precedent.

**No Disruption of Work Activities:** It is agreed that any investigation or other handling or processing of any grievance by the grieving Employee(s) or Union representative shall be conducted so as to result in no interference with or interruption whatsoever to related work activities of all District 97 staff members.

### **Section 2. Procedures**

**Step One:** The Employee shall attempt to resolve any dispute or complaint by informal, verbal discussion with his/her immediate supervisor. The Union building representative may be present if desired by either party. If, after such informal discussion, the Employee is not satisfied with the disposition of the matter, the Employee may submit a grievance as described below.

**Step Two:** If a dispute or complaint is not resolved informally, then within fifteen (15) business days after the Employee concerned has become aware of, or should have become aware through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance, the Employee or the Union shall submit a grievance to the Director of Buildings and Grounds, or his/her

appointed designee, provided that any said grievance shall be in writing and signed by the aggrieved employee. The grievance shall state the article, section and clause allegedly violated and the specific remedy sought. Upon receipt of the grievance, the Director of Buildings and Grounds, or his/her appointed designee, shall schedule with the Employee and his/her Union representative, a grievance conference to take place within ten (10) business days of the Director of Buildings and Grounds' receipt of the grievance, and at a time mutually agreeable to the parties. The Director of Buildings and Grounds, or his/her appointed designee, shall give the Employee and the Union a written response to the grievance within ten (10) business days after such grievance conference.

Step Three: If the grievance is not resolved at Step Two, then the Employee or the Union may, within ten (10) days following receipt of the grievance response from the Director of Buildings and Grounds, or his/her designee, file a written appeal of such decision at Step Three with the Assistant Superintendent for Finance and Operations. The Assistant Superintendent for Finance and Operations shall schedule with the Employee and his/her Union representative a grievance conference to take place within ten (10) business days of the Assistant Superintendent for Finance and Operation's receipt of the appeal and at a time mutually agreeable to the parties. The Assistant Superintendent for Finance and Operations, or his/her appointed designee, shall give the Employee and the Union a written response to the grievance within ten (10) business days after such grievance conference.

Step Four: If the grievance is not resolved at Step Three, then the Employee or Union may, within ten (10) days following receipt of the grievance response from the Assistant Superintendent for Finance and Operations, file a written appeal of such decision at Step Four with the Superintendent. The Superintendent shall schedule with the Employee and his/her Union representative a grievance conference to take place within ten (10) business days of the Superintendent's receipt of the appeal and at a time mutually agreeable to the parties. The Superintendent, and/or his/her appointed designee, shall give the Employee and the Union a written response to the grievance within ten (10) business days after such grievance conference,

Step Five: If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within thirty (30) business days after receipt of the Superintendent's answer in Step 4. The Union shall make a demand for arbitration following the labor arbitration rules of the American Arbitration Association. All arbitration hearings shall be held in Oak Park, Illinois, unless the parties mutually agree otherwise.

The arbitrator shall act in a judicial, not legislative capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. In the event the arbitrator finds a violation of the terms of this Agreement, he or she shall fashion an appropriate remedy. The arbitrator shall submit in writing his or her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fees and expenses of the arbitrator and the cost of the court reporter and a written transcript for the arbitrator shall be divided equally between the Board and the Union; provided, however, that each party shall be responsible for compensating its own representatives. In addition, if a bargaining unit employee is required to be a witness or participant for the arbitration and is scheduled to work during that time, the Union will compensate that employee for the time present but no more than eight (8) hours at the employee's straight time hourly rate of pay.

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## **ARTICLE XXIV - PROGRESSIVE DISCIPLINE**

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If the employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before the other employees or the public. This shall be done in a timely fashion. Disciplinary action may be imposed upon a non-probationary employee only for just cause. The Employer agrees with the tenets of progressive corrective discipline as set forth below. However, nothing shall prohibit the employer from skipping a step for a serious offense or from dismissing an employee on the first offense, if such offense is cardinal in nature.

**A. Verbal Warning**

This will include written documentation of the date and time of the verbal warning. A copy will be given to the employee, the Director of Buildings and Grounds, and one will be placed in the employee's file.

**B. Written Warning or Reprimand**

A copy will be given to the employee, the Director of Buildings and Grounds, and one will be placed in the employee's file. An employee may receive two written warnings or reprimands before a suspension without pay is implemented.

**C. Suspension Without Pay (One (1) day minimum – Five (5) day maximum for initial suspension)**

An employee may receive a second and third suspension prior to moving to Step D (Demotion or Dismissal). The Employer reserves the right to determine the length of a second or third suspension and to advance to Step D (Demotion or Dismissal) without issuing a second or third suspension.

**D. Demotion or Dismissal**

A meeting will be held with the employee and representative to discuss if the employee should be dismissed or as an alternative, demoted.

A clear and concise statement listing the reason for the suspension, demotion, or dismissal shall be given to the employee in writing, prior to any disciplinary action taking place.

At its option, the District may place an employee on a corrective action plan in combination with one of the above disciplinary actions.

An employee's signature on a disciplinary notice does not constitute an admission of guilt, but only acknowledges receipt of such action.

At the employee's election, the District will provide a copy of any written discipline to the SEIU Field Representative. However, the failure to provide a copy shall not serve to nullify or void the discipline or have any negative impact on the District's ability to impose such discipline. Disciplinary action documentation shall remain in the Employee's file. However, the application of progressive discipline for an offense shall conclude one (1) year from the date of the last action.

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## **ARTICLE XXV - DURATION**

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This contract shall become effective July 1, 2021 when ratified by the parties and shall remain in full force and effect until and including the close of business of June 30, 2025 ,providing the specifics of the Memorandum of Agreement regarding continuation of high quality maintenance and custodial services are satisfied. Notice of intent to commence negotiations for a successor contract may be submitted by either party in writing by March 31 of the final contract year. Representatives of the Board and Union will meet annually to review adherence to this memorandum.

In Witness Thereof:

Local No. 73  
Service Employees' International Union  
Change to Win (CTW)

Board of Education  
Oak Park School District No.97  
Oak Park, Illinois

BY: *Mark*

BY: *[Signature]*

Union Representative

President

Steward *Frank R. Parlo*

Steward *Jane J. Kocilka*

Bargaining Team *Mr. Jones*

Bargaining Team *Mike*

Bargaining Team *Edward Henry*

## MEMORANDUM OF AGREEMENT

With the completion of this working agreement, the Board of Education and the Union specifically recognize the current financial plight of the District at this time. While agreeing that present finances restrict the ability of the District to provide desired resources necessary to enhance maintenance and custodial service in District facilities, both the Board and the Union are committed to maintaining or improving existing services at the lowest possible cost.

To accomplish the goal of high quality maintenance and custodial services while reducing overall costs of such services, both parties realize that some past practices must change, specifically:

1. Daily attendance of every employee is essential. Building staffs should not expect any regular assignment of a substitute for an absent custodian.
2. Full-time staff should expect to be more flexible in accepting temporary assignments when necessary.
3. The Director of Buildings and Grounds, the Building Engineers, and the Maintenance staff shall collaboratively create a uniform set of standards for cleanliness and maintenance of District facilities. Periodic inspections shall be conducted by the Director of Buildings and Grounds and the Union Steward to assure that such standards are being met. Meetings between the District Administration and Union leadership shall be held not less than quarterly to ascertain the success of meeting these standards and to address problems that are interfering with such success.
4. Building Engineers are expected to create cleaning and preventative maintenance schedules that assign priorities to achieve standards.
5. The District shall provide training as necessary to assist employees in developing proficiency in their assigned tasks.

Providing the above five conditions are met, the Board agrees that no employees will lose their jobs due to use of any outside contractor to perform any work historically performed by the bargaining unit. All present employees will continue in their current assignments unless retired, terminated for just cause, promoted, or demoted. Any reduction in force will be done by attrition as often as possible; some reduction in force may be necessary during the life of this agreement to allow the Board to achieve its financial goals.

If the Board and Union can continue its present cooperative relationship while operating under severe cost restraints yet providing quality maintenance and custodial services, the Board will not solicit bids for services from private firms. Should the goals of this contract – and specifically the goals of this memorandum – not be met, the Board will notify the Union of the Board's intent to seek formal bids from private services ninety days after such notice. This time period will allow the Union to meet with the Administration to identify and address issues of concern, and to negotiate regarding the decision to subcontract and the impact of such action.

## APPENDIX "A"

### AUTHORIZATION TO DEDUCT DUES

I, the undersigned, authorize and direct the hereinafter named employer to deduct from my wages each and every month dues and initiation fees which may be charged against me by Local 73 which is required to maintain me as a member in good standing in said Union, in accordance with the By Laws of the "Union." In addition, I direct the Employer to deduct from my pay the amount of \_\_\_\_\_ as a contribution to the SEIU COPE. The amount deducted each month shall be forwarded to the Secretary-Treasurer of Local 73.

This authorization and directive shall be irrevocable for the period of one (1) year, or until the termination of the collective agreement between my Employer and Local 73, whichever occurs sooner, and I agree and direct that this authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between my Employer and Local 73, whichever shall be shorter, unless written notice is given by me to the Employer not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between my Employer and Local 73, whichever occurs sooner.

Signature: \_\_\_\_\_

## **APPENDIX "B"**

In the 2008-2011 Collective Bargaining Process the Job Descriptions were changed to require High School Degree or equivalent. It was agreed that:

Employees who were hired by the District prior to June 30, 2008 and who did not meet the newly established requirement for employment or advancement shall be exempt from that requirement for the term of their employment with the District. This new requirement shall not be cause for any denial in advancement / promotion or cause any adverse effect on the abovementioned employees.

### **JOB DESCRIPTIONS AND CUSTODIAL TASKS**

## **CUSTODIAL TASKS**

### **I. DAILY ROUTINE**

- A. Heating functions to be checked.
  - 1. Boilers
  - 2. Incinerator
  - 3. Hot water
  - 4. Pump
  - 5. Air compressor
  - 6. Air system for controls
  - 7. Control board
  - 8. Classroom temperatures
  - 9. Ventilating system
- B. Communication functions to be checked.
  - 1. Bell system
  - 2. Fire Alarm system
  - 3. Clock system
  - 4. Security system
  - 5. Check work request system
- C. Lighting functions to be checked.
  - 1. Exit
  - 2. Emergency
  - 3. Exterior
  - 4. Interior
- D. Security functions.
  - 1. Lighting system
  - 2. Doors
  - 3. Panic hardware
  - 4. Alarms, if present
- E. Exterior cleanliness
  - 1. Entrances
  - 2. Parking areas
  - 3. Playground
  - 4. Remainder of site
- F. Interior cleanliness.
  - 1. Dust mop or sweep all interior floor space. In the case of carpeting, vacuum daily.
  - 2. Wet mop all toilet room areas
  - 3. Wet mop all kitchen areas
  - 4. Clean and sanitize all sinks, toilets, and urinals
  - 5. Pick up all refuse
  - 6. Dust
- G. Miscellaneous
  - 1. Keep supplied as needed, paper and soap products
  - 2. Check interior glass and clean as needed
  - 3. Check exterior glass, temporary repairs should be made as needed
  - 4. Dispose of trash
  - 5. Removal of snow from entrances, as needed

**II. WEEKLY ROUTINE OR AS NEEDED**

**A. Interior**

1. Scrub and re wax as needed
2. Clean carpet areas daily
3. Clean interior glass and outside glass at entrance daily
4. Replace light bulbs as needed
5. Correct clocks as needed
6. Wash walls, stairs, lockers, and chalk boards
7. Wash desks, furniture, cabinets, and windowsills
8. Make minor repairs to building or equipment

**III. VACATION CLEANUP PERIODS**

- A. Wash walls and furniture
- B. Clean light fixtures
- C. Wash lockers, inside and outside
- D. Scrub and wax floor areas, not carpeted
- E. Clean all inside glass including exterior windows
- F. Thoroughly clean all toilet and kitchen areas
- G. Empty and reorganize all janitor closets

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