

Custodial Contract

**Winnetka Public Schools, District #36
Board of Education**

and

Service Employees Local #73

July 1, 2013 – June 30, 2018

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AGREEMENT

AGREEMENT made and entered into as of the 1st day of July 2013 between the BOARD OF EDUCATION of SCHOOL DISTRICT 36 of Illinois hereinafter referred to as the “Board” and SERVICE EMPLOYEES’ UNION, LOCAL #73 hereinafter called the “Union”.

WITNESSETH:

WHEREAS, the Union recognizes that the Board has the full and exclusive responsibility and obligation of providing high quality education for the children of District 36 and carrying on vital and continuous programs in the field of education for the benefit of both the children and the community at large; and

WHEREAS, it is not intended by the parties to modify any of the discretionary authority vested in the Board by the statutes of the State of Illinois; and

WHEREAS, the Board recognizes the Union as the collective bargaining representative for the personnel covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement respect and promote the said responsibility and obligation of the Board, as well as the interests of its personnel covered by this Agreement; avoid interruptions and interferences with the Board’s services to the children of District 36 and its programs; and set forth herein rates of pay, hours worked, and conditions of employment for the personnel covered by this Agreement.

NOW THEREFORE, in consideration of their mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 – Management

This Agreement shall not supersede any existing laws or future laws of the State or Federal governments as they affect the regular operation of the school system by the Board. If any article or provision of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any State or Federal law, the remaining portions of this Agreement shall continue in full force during the term of this Agreement. The parties understand and agree that the management of the schools of District 36, the control of the premises and the direction of the working force are vested exclusively in the Board and include, but are not limited to the following: the right to select, hire, transfer, promote, suspend, discharge for just cause, supervise, and discipline employees; to determine and change starting times, quitting times, and shifts, and number of hours to be worked by the employees; to determine staffing patterns, including but not limited to, the assignment of employees as to numbers employed, duties to be performed, qualifications required, and areas worked; to make 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; and to carry out all ordinary functions of management, whether or not exercised by the Board

prior to the execution of this Agreement, subject only to the provisions expressly specified in this Agreement.

ARTICLE 2 – Recognition

The Board recognizes the Union during the terms of this Agreement as the sole and exclusive representative for all of its employees working in excess of twenty-five (25) hours per week in the custodian and maintenance departments, provided, however, that teachers, students and part-time employees may be employed by the Board as in the past but shall not be permitted to displace any regular custodial or maintenance employee.

During the term of this Agreement, the Board will negotiate only with the Union regarding the terms and conditions of employment of bargaining unit members.

ARTICLE 3 – Union Security

Any employee covered by this Agreement who is a member of the Union in good standing on the date of this Agreement, and any employee who becomes a member of the Union after such date, may as a condition of employment with the Board, continue his or her membership in good standing for the duration of this Agreement to the extent of paying regular union initiation fees and periodical dues uniformly required as a condition of union membership. The Union shall furnish the Board with a notarized list of its members in the bargaining unit within thirty (30) days of this Agreement and shall keep the Board properly informed of any additions to said list.

The Board agrees to deduct union initiation fees and monthly dues uniformly required as a condition of union membership from the wages of the employees in the bargaining unit and remit them to the Secretary-Treasurer of the Union, providing the employees sign and submit to the Board written authorizations to deduct dues substantially in the following form:

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. The amount deducted each month shall be forwarded to the Secretary-Treasurer of Local 73.

This authorization and direction shall be irrevocable for the period of four (4) years, 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.

Signed _____

Dated _____

The Secretary-Treasurer of the Union shall certify to the Board the amount of the union dues and initiation fees, which shall be uniform.

ARTICLE 4 – “No-Strike” Clause

During the term of this Agreement, the Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee in the bargaining unit covered by this Agreement instigate or participate, directly or indirectly, in any strike, massive sick call, concerted withdrawal of services, slow-down, walk-out, work stoppage, picketing, or other interference with any operations of the Board. This Union shall cooperate with the Board throughout said period in continuing operations in a normal manner, and shall actively discourage any endeavor to prevent or terminate any violation of this Article.

Employees covered by this Agreement will not honor nor recognize any picket line which may at any time or for any reason be placed at the premises of School District 36.

The Board agrees that during the term of this Agreement it will not lock out any of its employees covered hereby.

Participation during the term of this Agreement in any strike, massive sick-call, concerted withdrawal of services, slow-down, walk-out, work-stoppage, picketing or other interference with the Board’s operations in violation of this Article shall be just cause for dismissal or other discipline by the Board and in its sole discretion of any or all employees participating therein.

In the event any violation of this Article occurs, the Union shall promptly notify all employees in the custodial and maintenance departments that the strike, massive sick call, concerted withdrawal of services, slow-down, walk-out, work stoppage, picketing or other interference with the Board’s operations is prohibited by this Article and is not in any way sanctioned or approved by the Union. The Union shall promptly order all custodial and maintenance department employees to return to work at once.

ARTICLE 5 – Grievance Procedure

A. Definitions

1. Any claim by an employee that there has been a violation, misinterpretation or misapplication of this Agreement shall be a grievance.

2. The term “days” in this part shall mean calendar days. The number of days mentioned at each level shall be considered as maximum, but such maximums may be extended by mutual agreement.

B. Procedure

The parties hereto acknowledge that it is usually most desirable to resolve all problems through free and informal communications in a spirit of mutual trust and good will. Nothing contained in this Article shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the Administration, so long as the adjustment is not inconsistent with the terms of this Agreement. If, however, such informal processes fail to satisfy the employee a formal grievance may be processed as follows, unless agreed to otherwise in writing by the parties (e.g., extension of timelines to meet or reply to a Grievance):

STEP 1 Principal; Director of Building and Grounds. A custodial employee shall file the grievance in writing with the Principal; a maintenance employee shall file the grievance in writing with the Director of Building and Grounds. The written grievance shall state the nature of the grievance, shall identify the specific clause or clauses of this Agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at this step must be within ten (10) days from the date of the occurrence or becoming aware of the issue involved. The applicable Administrator or his/her designee shall arrange for a meeting to discuss the grievance within ten (10) days after receipt of the grievance, and shall provide the grievant with a written decision and the rationale therefore within ten (10) days after the meeting.

STEP 2 Business Manager. In the event a grievance has not been satisfactorily resolved at STEP 1, a custodial or maintenance grievant may file his/her appeal to the Business Manager within ten (10) days after receipt of the STEP 1 answer or within ten (10) days of the STEP 1 meeting, whichever is later. Within ten (10) days after his/her receipt of such appeal, the Business Manager or his/her designee shall meet with the grievant and other relevant persons whom the parties agree to have present in an attempt to resolve the grievance. The Business Manager or his/her designee shall make a decision and communicate it and the rationale in writing to the grievant, the Union and the STEP 1 Administrator within ten (10) days of the meeting.

STEP 3 Superintendent or Designee. In the event a grievance has not been satisfactorily resolved at STEP 2, a custodial or maintenance grievant may file his/her appeal to the Superintendent within ten (10) days after receipt of the STEP 2 answer or within ten (10) days of the STEP 2 meeting, whichever is later. Within ten (10) days after his/her receipt of such appeal, the Superintendent or designee shall meet with the grievant and other relevant persons whom the parties agree to have present in an attempt to resolve the grievance. The Superintendent or designee shall make a decision and communicate it and the rationale in writing to the grievant, the Union and the STEP 1 and 2 Administrators within ten (10) days of the meeting.

STEP 4 Arbitration.

If the Union is not satisfied with the disposition of the grievance at STEP 3, or the time limit expires without the issuance of the STEP 3 written decision, the Union may submit the grievance to binding arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the parties from lists supplied by the Federal Mediation and Conciliation Service ("FMCS"), the American Arbitration Association ("AAA") or another mutually acceptable impartial source of such lists. The parties shall follow the arbitrator selection procedure used by the FMCS, the AAA or other mutually acceptable impartial source of such lists, as applicable to the request for arbitration. If a demand for arbitration is not filed within twenty (20) days of the Superintendent's written decision in STEP 3, or within twenty (20) days of the expiration of the time limit for such decision where none is timely communicated to the Union, the grievance shall be considered withdrawn.

(A) The decision of the arbitrator will be binding on the parties.

(B) The arbitrator shall have no power to alter the terms of this agreement or to amend, modify, nullify, ignore or add to the provisions of this agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Union, and his/her decision must be based solely on his/her interpretation of the meaning or application of the express relevant language of this Agreement.

(C) Each party shall bear the full cost for its representation and expenses in the arbitration. The cost of the arbitrator and the referring organization shall be divided equally between the parties.

(D) If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties.

If the grievant and the Business Manager agree, STEP 1 of this procedure may be bypassed and the grievance brought directly to STEP 2.

C. Other Procedures and Principles

1. Every bargaining unit member shall have the right to present grievances in accordance with these procedures.

2. Any bargaining unit member has the right to be represented in this procedure by a union representative of his/her choice and no employee shall be required to discuss his/her formal grievance without such representation.

3. The Union will be notified in writing at each step of the disposition of the grievance, which disposition shall not be in conflict with any of the terms of this Agreement.

4. Meetings, conferences and hearings under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses to be present. When such meetings, conferences and hearings are held during work hours by mutual consent of all parties involved, all personnel whose presence is required shall be excused from their assignments for that purpose without loss of pay or benefits.

5. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. However, the Administration shall place a brief summary of the result of the grievance in the affected employee's(s') personnel file(s) and provide the Union a copy thereof. The grievant will have thirty (30) days from receipt of the summary to submit an addendum which shall be appended to the summary.

6. A formal grievance may be withdrawn prior to a decision at STEP I without establishing a precedent.

7. Neither the Board nor the Union shall be permitted to assert any grounds or evidence before an arbitrator without disclosing the same to the other party sufficiently in advance as to allow time for rebuttal.

ARTICLE 6 – Union and Employee Rights

A. Union Use of Bulletin Boards

The Principal of each school shall designate a bulletin board in his/her school on which the Union shall have the right to post notices pertaining to matters with which it is directly concerned.

B. Use of Buildings for Union Meetings

The Union shall have the right to hold a reasonable number of meetings before or after school on school property in such manner as will not interfere with other school programs. Employees shall not be provided release time from normal work schedules to attend such meetings, except that the Union may hold up to two (2) meetings per school year of no more than thirty (30) minutes each, on days students do not attend school and provided such dates receive the prior written approval of the Administration. Any additional expense caused by such meetings shall be borne by the Union.

C. Union Use of District Mail Service

The Union shall have the right to use school mailboxes, e-mail (in accordance with District policy), and the inter-school mail distribution service to distribute a reasonable amount of communications related to Union affairs.

D. Union – Administration Meetings

In an effort to maintain open lines of communication, the Union and District Administration shall each designate two (2) representatives to meet a minimum of two (2) times per fiscal year on a mutually agreed upon date and time. Additional representatives may attend as agreed upon by the parties. The Union shall be responsible to propose meeting dates and times. The Union and Administration's designees may meet more frequently than two (2) times per fiscal year upon mutual agreement. Additional items may be added to the agenda by mutual agreement. The agenda for any such meeting shall be developed not later than one (1) week prior to the meeting. The meetings shall not be considered negotiations. If the meeting occurs during an employee's work time, the meeting time will be without loss of pay.

E. Personnel Files

An employee shall have the right to inspect and obtain copies of his/her personnel file. An employee shall be provided with a copy of any material placed in his/her personnel file within (10) calendar days of placement.

An employee shall be permitted to write a rebuttal or written comment pertaining to any material placed in the employee's personnel file provided the employee does so within thirty (30) calendar days of having first become aware of such material. The employee's rebuttal or written comment will be placed in the employee's file.

An employee may submit a written request for the removal of material from his/her personnel file. Such material may be removed no earlier than one (1) calendar year from the date of receipt of request and only upon the mutual agreement of the employee and the Business Manager.

Letters of recognition or commendation that are not initiated by the employee's efforts, or complaints, submitted to the District and related to an employee's job performance shall be placed in the employee's personnel file.

F. Vacancies

A notice of a vacancy in a permanent bargaining unit position will be posted in all school buildings as it occurs. Such notice shall be accompanied by a statement of minimum qualifications. Except in the case of a compelling circumstance, a vacancy shall be permanently filled only after the elapse of eight (8) calendar days from the date of posting.

G. Probationary Period

New employees shall be deemed to be probationary employees for a period of four (4) months of service from the effective date of their employment, except those employees hired during the summer when the regular school is not in session shall be probationary employees for a period of six (6) months, and during said periods they shall not acquire seniority status. During said periods, the Board may, at its option, demote, transfer, lay off or discharge such probationary employee prior to the expiration of the four (4) or six

(6) months of service periods hereinabove mentioned. Probationary employees retained at the expiration of said period shall become seniority employees and shall be credited with seniority from the dates of their employment.

ARTICLE 7 – Seniority / Reduction-in-force / Recall

A. Seniority

Seniority shall be defined as the continuous length of service with the District in all departments (i.e., custodial, maintenance), without deduction for temporary layoffs.

Movement from one department to another shall not affect the total seniority of an employee. Separate departmental seniority lists shall be maintained for the following groups of employees: custodial and maintenance.

When an employee's departmental seniority has been terminated as described below and he is later employed in the same department, his/her new departmental seniority date shall be the date of his/her re-employment in such department. An employee's seniority shall be terminated for the following reasons:

- 1) If the employee quits or is discharged for just cause.
- 2) Failure to report to work within three (3) working days after s/he is called for work unless he has a justifiable excuse for not returning.
- 3) Absence from work for three (3) consecutive working days unless s/he has a justifiable excuse for being absent and a reasonable excuse for not having notified the Board.
- 4) Layoff in excess of one (1) year; or
- 5) Failure to return to work the next day following the expiration of his/her leave of absence, unless s/he has a justifiable excuse for not returning.

By February 1 each year, the Board shall prepare and make available to the Union a list showing the relative continuous service of each employee in the bargaining unit.

B. Reduction-in-force

In the event of a reduction in force, the Board shall dismiss the employees with the least seniority within the department. In the event of a reduction of the work force, employees affected shall be given notice as required by law.

If an employee moves from one department to another and is thereafter subject to a reduction in force in his/her new department, such employee may not "bump" an employee with less total seniority in his/her former department.

C. Recall

When there has been a reduction in force, employees reduced and with recall rights will be given first consideration for re-employment in other departments where vacancies

exist based on total seniority with the District provided they demonstrate the ability to perform the work involved.

Notice to an employee of a direction to return to work shall be sent to the employee by certified mail, return receipt requested, directed to the last known address of the employee as shown by the Board's records. It shall be the sole responsibility of the individual employee to keep the Board informed of his/her correct address.

In the event that an employee fails to provide written confirmation of his/her acceptance of a direction to return to work within seven (7) work days after receipt, the employee's right of recall shall be forfeited and the Board shall offer the position to the next senior employee in the departmental group with recall rights, if any.

ARTICLE 8 – Leaves

A. Sick Leave

1. The definition of sick leave shall be interpreted to mean personal illness; quarantine at home; serious illness in the immediate family or household; or birth, adoption or placement for adoption, as permitted by the *Illinois School Code*.
2. After three (3) consecutive sick days have been taken, a physician's certificate shall be required by the Board in order for the absence to be counted as sick leave.
3. An employee shall be granted sick leave in the amount of fifteen (15) days in each fiscal year. New full-time employees shall be granted sick leave credit of one and a quarter (1 ¼) days per month up to fifteen (15) days for the fractional part of the first year's work.
4. Unused sick leave shall accumulate to three hundred and sixty (360) days.

B. Personal Leave

A full-time employee who has completed six (6) months continuous service will be eligible for three (3) full days, or pro-rated if part-time, for personal days each year without deduction from pay or sick leave shall be allowed for absence for the purpose of attending to personal business. Prior approval, as far in advance as possible, shall be obtained from the Business Manager or designee except in the case of an emergency. Subject to such limitation as may be applicable, personal leave days not used during the fiscal year may be applied to an individual's sick day accumulation.

C. Jury Duty

An employee who receives a summons for jury duty shall promptly provide a copy thereof to his/her immediate supervisor. Provided that the employee submits his/her jury

duty compensation to the District Business Office, the employee will receive his/her full pay during the jury service.

Provided that an employee contacts the Director of Building and Grounds soon enough to cancel a substitute arranged by the Director, an employee excused from jury duty prior to his/her scheduled reporting date shall work his/her normally-scheduled shift. If notice is not provided so that the substitute can be cancelled, the employee assigned to jury duty may use either an available vacation or personal leave day. If the employee has exhausted all vacation and personal leave days, the employee may use an available sick day.

D. Bereavement

In the event of the death of an employee's parents, spouse, son or daughter, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, spouse's or employee's grandparents or any child for whom the employee is the primary caregiver, it is recognized that up to three (3) consecutive working days may be needed by the employee to attend the funeral services. If any of these days are regular working days, the employee shall receive eight (8) hours pay for each working day at his straight time hourly rate. The last of the three (3) days shall be the day of the funeral. Permission to be absent with pay for out-of-state funerals or for days in excess of three (3) days, shall be determined on a case-by-case basis by the Business Manager.

E. Holidays

The following holidays will be recognized as such under this Agreement:

New Year's Day	Yom Kippur (if a school holiday)
Martin Luther King's Birthday	Rosh Hashanah (if a school holiday)
President's Birthday	Columbus Day
Veteran's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Day prior to Christmas
Labor Day	Day prior to New Year's Day

Said holidays shall be observed on their calendar dates unless otherwise provided by law except holidays falling on Saturday, which shall be observed on the preceding Friday, and holidays falling on Sunday, which shall be observed on the following Monday, provided schools are not then in session. All employees who are on the active payroll on said holidays shall receive eight (8) hours holiday pay at the individual employee's regular straight time rate, provided (1) the employee has been continuously in the service of the Board for thirty (30) days, and (2) the employee works the entire last scheduled work day preceding the holiday and the entire first scheduled work day after the holiday, unless absent due to bonafide illness or unless the employee has permission from the Business Manager at least two (2) days in advance of the holiday not to work on either or both of said scheduled work days.

If an employee is required to work on any of the days observed as such holidays, he shall be paid at one and one-half (1 ½) times his regular straight time rate with a minimum of four (4) hours for any work performed on said days in addition to the holiday pay set forth above. Should a question arise as to the day for which work on a holiday shall be paid, the day observed as such holiday shall be the holiday.

Holidays will be in accordance with the school day schedule.

In the event that the number of school holidays is reduced by law or by Board of Education action, then an adjustment in the number of paid holidays shall be made as follows:

- a) If there is a reduction of one school holiday, that holiday shall be removed as a paid holiday.
- b) If there is a reduction of two school holidays, those holidays shall be removed as paid holidays and in lieu thereof, one floating holiday shall be available beginning with the 2009-10 school year on days of non-pupil attendance.
- c) If there is a reduction of three or more school holidays, then the Union and the Board shall meet to negotiate the issue.

If students are not in attendance on the day before Thanksgiving, and all other District employees are not required to work, bargaining unit members shall receive the day off with pay. Such day will not be deemed a holiday for purposes of this Agreement.

F. Vacations

All eligible employees within the bargaining unit who, on their anniversary dates of employment with the Board, have been continuously employed with the Board for the period set forth below shall receive vacations with pay as follows:

Vacation is accrued as listed below:

Six (6) months or more but less than one (1) year	= One (1) week *
One (1) year or more but less than four (4) years	= Two (2) weeks
Four (4) years or more but less than nine (9) years	= Three (3) weeks
Nine (9) years or more but less than twenty (20) years	= Four (4) weeks
Twenty (20) years or more	= Five (5) weeks

Vacation is granted at the beginning of every fiscal year, July 1st – June 30th.
Vacation days are determined by years of employment as of July 1st.

*** For First Year Employees –**

Employee must work one (1) full year to accrue two (2) weeks of vacation. However, one (1) week may be available after six (6) months with approval from the Business Manager or designee and taken within the fiscal work year.

Example Year 1:

New custodian start date is October 1st; vacation will accrue from start date to end of fiscal year, June 30th (9 months).

9 month (9/12 = 75% of year) 75% of 10 days = 7.5 days accrued to be used the following school year.

Year 1 – October 1st – June 30th = 7.5 days to be used during year 2.

If 5 days were used between April 1st – June 30th, 2.5 days remain to be used in year 2.

Year 1 – July 1st-June 30th = 10 days to be used during Year 2

Year 2 – July 1st-June 30th = 10 days to be used during Year 3

Year 3 – July 1st-June 30th = 10 days to be used during Year 4

Year 4 – July 1st-June 30th = 15 days to be used during Year 5

Year 5 – July 1st-June 30th = 15 days to be used during Year 6

Year 6 – July 1st-June 30th = 15 days to be used during Year 7

Year 7 – July 1st-June 30th = 15 days to be used during Year 8

Year 8 – July 1st-June 30th = 15 days to be used during Year 9

Year 9 – July 1st-June 30th = 20 days to be used during Year 10

Year 10 – July 1st-June 30th = 20 days to be used during Year 11

Year 11 – July 1st-June 30th = 20 days to be used during Year 12

Year 12 – July 1st-June 30th = 20 days to be used during Year 13

Year 13 – July 1st-June 30th = 20 days to be used during Year 14

Year 14 – July 1st-June 30th = 20 days to be used during Year 15

Year 15 – July 1st-June 30th = 20 days to be used during Year 16

Year 16 – July 1st-June 30th = 20 days to be used during Year 17

Year 17 – July 1st-June 30th = 20 days to be used during Year 18

Year 18 – July 1st-June 30th = 20 days to be used during Year 19

Year 19 – July 1st-June 30th = 20 days to be used during Year 20

Year 20 – July 1st-June 30th = 25 days to be used during Year 21

The vacation pay shall be forty (40) hours pay at the employee's regular rate for each week of vacation to which he is entitled and shall be payable no later than the working day immediately prior to the commencement of his vacation; provided, however, that if an employee takes his vacation in a year when his vacation allowance increases, and if his right to increased vacation occurs after he has taken his vacation for that year, his increase in vacation pay shall be payable on his anniversary date.

A maximum of ten (10) unused vacation days earned in the prior year may be carried into the current year.

All vacations must be authorized by the Business Manager and taken within the fiscal work year. No vacation request shall be denied in an unreasonable or arbitrary manner subject to all of the other provisions in this article.

To be eligible for a vacation in any calendar year during the term of this Agreement, the employee must (a) have six (6) months or more of continuous service with the Board and (b) have worked sixty-five percent (65%) or more of the total working days during the required period preceding his anniversary date of employment.

Vacations will, as far as possible, be granted for the period preferred by each employee in accordance with his length of service, but the Board reserves the right to make changes in the vacation periods at any time that such action is considered necessary by the Board for the efficient operation of its programs and maintenance of the properties under its control.

An employee who otherwise is eligible for a vacation or for vacation pay who is discharged for stealing or willful destruction of school property shall forfeit his right to vacation pay under this Article.

G. Leaves of Absence without Pay

Leave of absence without pay may be granted by the Board upon written application for conditions of ill health, military service, or other reasons approved by the Board. No employee, however, shall be granted a leave of absence to seek employment elsewhere.

ARTICLE 9 – Insurance

The Board of Education will offer health insurance to eligible employees as follows:

- 1) Single HMO – 100% paid by the Board
- 2) Single PPO – 80% paid by the Board; 20% paid by the employee
- 3) Single +1 HMO – 70% paid by the Board; 30% paid by the employee
- 4) Family HMO – 70% paid by the Board; 30% paid by the employee
- 5) Family PPO – 70% paid by the Board; 30% paid by the employee

Notwithstanding the foregoing, in the event that during the term of this Agreement the Board signs a contract with the Winnetka Educational Association (the “WEA”) under which the members of the WEA agree to pay some percentage of Single HMO insurance, eligible employees under this Agreement shall pay the same percentage, effective as of the first day of the month following the signing of the contract with the WEA.

The Board shall only offer health insurance to employees who are covered by this Agreement and who work at least 25 hours per week. Each eligible and participating member of the union shall be responsible for paying any remaining percentage toward such premiums on a timely basis as reasonably established by the District.

ARTICLE 10 – Flexible Benefit Plan

The Board shall establish a plan of flexible benefit compensation for the benefit of employees covered by this Agreement, in compliance with Section 125 of the Internal Revenue Code of 1986 as amended (the “Code”), and in compliance with Sections 79, 104, 105, 106, 125, 129 of the Code. Eligible employees may elect to purchase with pre-tax dollars the following plans:

- a) Health Insurance

- b) Term Life Insurance
- c) Dental Insurance
- d) Long-Term Disability
- e) Reimbursement Uncovered Medical Expenses
- f) Dependent Care Reimbursement

ARTICLE 11 – Hours of Work and Overtime

The basic hours of work shall be eight (8) hours per day inclusive of meal break, and forty (40) hours per week. However, this is not a limitation on, nor a guarantee of hours of work per day or days per week. The pattern of scheduling and assigning work, including shift rotation, weekend rotation and holiday rotation, will be determined by the Board in accordance with current practice, provided, however, that variations therefrom may be made by the Board in order to meet operational needs and changes.

If weekend and holiday building checks are requested by the Board, the checks shall be compensated at the appropriate rate for the hours actually worked or two (2) hours, whichever is greater. Head custodians shall be responsible for training persons in their buildings to perform building checks and ensuring the building check is performed. Any weekend and holiday work must be approved by the Business Manager.

Employees covered by this Agreement shall be paid one and one-half (1 ½) times their regular straight time rate of pay for all hours authorized by the Board which are worked in excess of forty (40) hours in any one work week, provided, however, that overtime payments shall not be duplicated for the same hours worked.

Time and one-half (1 ½) shall be paid for all work performed on a paid holiday (in addition to holiday pay).

ARTICLE 12 – Snow Shoveling and Snow Plowing

When an employee is required by the Director of Building and Grounds or other Administrator to perform snow removal (e.g., shoveling or snow plowing) services at any time other than during said employee's normal eight (8) hour work day, said employee shall be entitled to overtime hours worked in excess of forty (40) hours in any one work week. Any employee required to come to work to perform snow removal or other emergency services over four (4) or more hours from their regular work schedule, shall be guaranteed four (4) hours pay at the appropriate rate in the event a special trip was necessary to the building at the beginning or end of the day.

Any employee required to report to work pursuant to this Article will be compensated as set forth herein whether or not there is snow to be removed, but as in all cases may be assigned other duties during such overtime.

ARTICLE 13 – Wages

- A. The classification of employees under this Agreement shall be custodian, assistant head custodian, elementary head custodian, middle school head custodian, journeyman maintenance and skilled maintenance.
- B. For an employee who began his/her employment prior to July 1, 2013, the employee's salary shall be increased for each school year (July 1 to June 30) of this Agreement based on the following:

<u>School Year</u>	<u>Increase</u>
2013-2014	3%
2014-2015	3%
2015-2016	To be determined in salary re-opener April 15, 2015
2016-2017	To be determined in salary re-opener April 15, 2015
2017-2018	To be determined in salary re-opener April 15, 2015

Employee salary increases for the 2013-2014 school year will be retroactive to July 1, 2013.

- C. For an employee who begins his/her employment on or after July 1, 2013, the base pay shall be as follows for the 2013-2014 school year, to be increased by .5% on July 1, 2014 and 2015:

<u>Custodial</u>	<u>Rate</u>
Custodian	\$14.84
Assistant head custodian.....	\$16.32
Elementary head custodian.....	\$17.46
Middle school head custodian....	\$17.97
<u>Maintenance</u>	
Journeyman maintenance.....	\$18.54
Skilled maintenance.....	\$19.41

For the second year of employment and each year thereafter under this Agreement, such employee's increase shall be determined based on the applicable increase for the school year as specified in subsection c) above.

- D. Employees promoted to a higher classification in the bargaining unit will receive the differential between the lower and higher classification as an increase to base pay.
- E. If a head custodian requires an extended leave, the regular custodian or the assistant head custodian replacing the head custodian for more than four (4) weeks shall be placed in the head custodian pay classification in the same base pay that he holds his regular job. Pay shall be retroactive to the first day that the head custodial responsibilities began. Upon return of the head custodian, he returns to the regular salary paid prior to the temporary placement. Vacation is not a reason for a salary adjustment.

ARTICLE 14 – Evaluation/Merit Pay Component

The District may, if it wishes, implement an annual evaluation system that states that if an employee received an overall rating of unsatisfactory, the District may withhold the employee increase for up to six (6) months or until the employee improves his performance to a satisfactory level or is dismissed.

It is agreed that within ninety (90) days following ratification of this Agreement by the Union and the Board, the parties will commence further negotiations regarding the development of an evaluation instrument and rubric.

ARTICLE 15 – Fair Share Deduction

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

In the event that the non-member custodian or maintenance person does not pay his fair share fee directly to the Union on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, the Board shall deduct such fair share fee from the earnings of the non-member employee and pay such amount to the Union beginning with the first payroll occurring no later than ten (10) days following receipt of written notice from the Union. Such amount shall be deducted at a proportionate rate per day pay period.

If a non-member custodian or maintenance person declares the right of non-association based upon bonafide religious tenets or teaching of a church or religious body of which such employee is a member, such employee shall be required to pay amount equal to their fair share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to reach agreement on the matter, the employee may

select a charitable organization from a list established and approved by the Illinois Educational Labor Relations Board, or in the event no such list is established, such list shall be established by the Board of Education and the Union.

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

ARTICLE 16 - Retirement Benefits

A. Insurance

For an employee retiring at age 60 or greater who elects to continue participation in the District's Health Insurance Plan, the Board of Education shall pay 80% of the cost of the premium for the retiree's individual coverage under the District's health insurance plan and the retiree shall pay the remaining 20% until the retiree reaches age 65 or becomes eligible for Medicare coverage, whichever is last to occur, but in no event exceeding seven (7) years.

Upon retirement between the ages of 60 and 65, the employee may elect to receive a \$20,000 five-year term life insurance policy or the equivalent of the premium cost in cash.

In addition, a retiring employee may elect to continue to purchase the "optional" portion of life insurance, equal to one and one-half (1 ½) times salary at the employee's cost at the same rate charged to active employees, provided that the underwriter agrees to write such coverage.

B. Lump Sum Post-Retirement Severance

The Board recognizes that long and continuous service in which an employee has displayed regular and above average attendance to his duties, produces additional and valuable past and future benefits to the district. Accordingly, the Board of Education will make a lump sum post-severance payment to a custodian or maintenance person, who has been employed by the District for at least eight (8) years, an amount equal to one-half of the employee's accumulated sick leave at the current rate of pay, such amount not to exceed \$2,000.00. The payment will be made during the month of August following the school year of the employee's retirement. The foregoing benefit will not be available to an employee who elects to retire under a Board Policy that provides a retirement benefit or incentive.

ARTICLE 17 – Complete Agreement; Terminology

The parties have met together and freely exercised their full rights to bargain collectively. They recognize that this Agreement represents their full and complete collective bargaining agreement, and for the duration hereof, waive any and all other demands or claims for other wages, hours and conditions of employment. The terms “he”, “his” and “him” are used in this Agreement for convenience, and shall refer to the relevant individual regardless of the individual’s gender.

ARTICLE 18 – Duration

This Agreement shall continue in full force and effect to only and including June 30, 2018 but may be extended with or without modification by mutual agreement of the parties. By March 15th preceding the termination date of this Agreement, the Union shall submit a letter advising of its intent to open negotiations. Except as otherwise agreed by the Board and the Union, negotiations for a re-opener on salary only for the last three (3) years of the Agreement shall begin no later than April 15, 2015, and for a successor Agreement by April 15th of the final year of this Agreement.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

BOARD OF EDUCATION OF WINNETKA PUBLIC SCHOOLS, DISTRICT 36

By: _____
President

Attest: _____
Secretary

Date: _____

SERVICE EMPLOYEES’ UNION, LOCAL # 73

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

ARTICLE 17 – Complete Agreement; Terminology


The parties have met together and freely exercised their full rights to bargain collectively. They recognize that this Agreement represents their full and complete collective bargaining agreement, and for the duration hereof, waive any and all other demands or claims for other wages, hours and conditions of employment. The terms “he”, “his” and “him” are used in this Agreement for convenience, and shall refer to the relevant individual regardless of the individual’s gender.

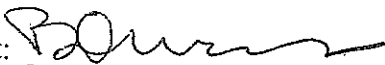
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IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

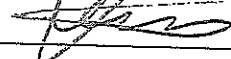
**BOARD OF EDUCATION OF WINNETKA
PUBLIC SCHOOLS, DISTRICT 36**

By: 
President

Attest: 
Secretary

Date: 6/10/14

SERVICE EMPLOYEES’ UNION, LOCAL # 73

By: 

Date: 6/6/14

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

MEMORANDUM OF UNDERSTANDING.

PAYMENT FOR EARNED, UNUSED VACATION

The parties agree that notwithstanding anything to the contrary in this July 1, 2009 – June 30, 2013 Custodial Contract between the Winnetka School District #36 Board of Education and Service Employees Local #73 or any Board Policy, if the termination of employment of an employee (whether voluntary or involuntary) who has submitted notice to participate in either the IMRF Plan under Board Policy 5:295 or the Retirement Incentive under Board Policy 5:____ and whose participation has been accepted by the Board in accordance with such Policy, results in the Board being required to pay the employee for any earned, unused vacation, such payment shall be made one week after the conclusion of the first calendar month following the month in which the employee's employment was terminated such that the payment will not constitute IMRF earnings. (e.g. for an employee terminating employment on October 20, 2011, vacation shall be paid after the first week in December 2011.)

This Memorandum of Understanding, signed this December 13, 2011, shall be effective as of December 14, 2011, and shall remain in effect throughout the duration of Board Policy 5:
296.

SERVICE EMPLOYEES' UNION LOCAL 73

By: Pranda Woodall

By: [Signature]

By: _____

By: _____

WINNETKA BOARD OF EDUCATION

[Signature]
PRESIDENT

[Signature]
SECRETARY

5/2/14

MEMORANDUM OF UNDERSTANDING

Re: Negotiations Dates and Times – Contract Re-opener

The Board of Education of the Winnetka Public Schools, District 36 ("the Board") and the Service Employees' Union, Local # 73, ("the Union"), enter into this Memorandum of Understanding ("MOU") related to the reopening of negotiations for the final three (3) years of the 2013-2018 Collective Bargaining Agreement ("CBA").

Recitals


Whereas, the Board and the Union have concluded negotiations for a five-year CBA for 2013-2018; and

Whereas, the CBA provides for a reopener by April 15, 2015 to determine salary for the final three (3) years of the CBA.

It is therefore agreed by the Board and the Union as follows:


1. The Board and the Union agree to meet before the commencement of negotiations on the salary reopener to discuss negotiations dates and times.
2. This MOU shall not be considered a violation of any of the terms and conditions of the parties' CBA. This Memorandum is deemed nonprecedential in effect and will not be cited by the Union or any bargaining unit member in any future grievance proceeding except as may be necessary to implement the terms of this Memorandum.

Service Employees' Union, Local # 73

By: 
Authorized Representative

Date: 6/6/14

**Board of Education of Winnetka Public
Schools, District 36**

By: 
President

Attest: 
Secretary

Date: 6/10/14

AMENDMENT #1 TO CUSTODIAL CONTRACT FOR 2013-2018

This Amendment to Custodial Contract for 2013-2018 ("the Amendment") is made and entered into on the date(s) hereinafter set forth between the BOARD OF EDUCATION of WINNETKA PUBLIC SCHOOLS, DISTRICT 36 ("the "Board") and the SERVICE EMPLOYEES' UNION, LOCAL #73 ("the "Union").

RECITALS

WHEREAS, the Board and the Union have entered into a Custodial Contract for 2013-2018 ("the CBA"); and

WHEREAS, ARTICLE 9 – Insurance of the CBA provides in the event that if the Board signs a contract with the Winnetka Educational Association ("the WEA") during the term of the CBA under which the members of the WEA agree to pay some percentage of Single HMO insurance, eligible Union employees under the CBA shall pay the same percentage, effective as of the first day of the month following the signing of the contract with the WEA; and

WHEREAS, the Board has entered into a contract with the WEA that provides for the teachers' payment of a percentage of the cost of Single HMO insurance; and

WHEREAS, ARTICLE 18 – Duration of the CBA provides that except as otherwise agreed by the Board and the Union, negotiations for a re-opener on salary only for the last three (3) years of the CBA shall begin no later than April 15, 2015.

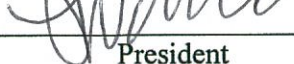
NOW THEREFORE, in consideration of the promises each to the other made as set forth below, and other good and valuable consideration, it is hereby agreed as follows:

1. Without prejudice to the Board's right to charge Union employees a percentage of the cost of Single HMO insurance coverage under Article 9 of the CBA commencing December 1, 2014, the Board and the Union agree to include such charges in the salary re-opener negotiations for the last three (3) years of the CBA beginning no later than April 15, 2015.

2. The Board shall refrain from charging Union employees a percentage of the cost of Single HMO insurance coverage under Article 9 of the CBA until the re-opener negotiations beginning no later than April 15, 2015 are concluded.

IN WITNESS WHEREOF, the Board and the Union have executed this Amendment on the date(s) written below.

**BOARD OF EDUCATION OF WINNETKA
PUBLIC SCHOOLS, DISTRICT 36**

By: 
President

Attest: 
Secretary

Date: _____

SERVICE EMPLOYEES' UNION, LOCAL # 73

By: 
Authorized Representative

By: _____
Authorized Representative

Date: November 18, 2014