

Working Agreement
Between
Venice CUSD #3
And
Service Employees International Union
Local #98
(Custodians)

July 1, 2012 – June 30, 2015

WORKING AGREEMENT BETWEEN THE COMMUNITYUNITSCHOOL DISTRICT #3
VENICE, ILLINOIS
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #98
(CUSTODIANS)

JULY 1, 2012 – JUNE 30, 2015
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WORKING AGREEMENT

The School Board of Community Unit District #3 recognizes the building Service Employees International Union as the sole bargaining agency for members of said Local #98 in its employ as custodians with regard to wages, hours and other conditions of employment.

ARTICLE I
VACATION SCHEDULE

1.1 The amount of vacation shall be determined by the length of employment by the school district as of June 1 of any year. The following schedule will be used for the determination of vacation entitlement.

2 months.	1 day	1 yr. & 4 months.	7 days
4 months.	2 days	1 yr. & 8 months.	8 days
6 months.	3 days	1 yr. & 10 months.	9 days
8 months.	4 days	4 yr. & 10 months.	10 days
10 months.	5 days	11 years.	15 days
1 yr. & 2 months.	6 days	15 years.	20 days
		35 years.	23 days
			25 days
			(When school is not in session)

1.2 An employee shall use his/her vacation in the year following its accrual or in the immediately following fiscal year, or the vacation time is lost if the employee cannot take all accrued vacation days before it is lost because or the Superintendent has not approved all requested vacation days due to operational necessity, then the employee shall be paid for those days at his/her hourly rate when the days were earned. An employee who retires, resigns or is reduced with or without cause shall be paid for all accrued, but unused vacation at the employee's hourly rate when the vacation day was earned.

1.3 The parties further agree that the payment of any earned but unused vacation days shall be limited in an amount to ensure the District is not subject to any IMRF 6% penalty. Any vacation pay that would cause the employee to exceed the 6% limit shall be paid to the employee post employment as non-IMRF creditable earnings. The post employment payment, if any, will be paid to the employee on the 65th day after the employee's last day of work.

1.34 Unless approved by the Superintendent otherwise, the period during which vacation are to be taken hereunder is to be between the time school is dismissed for the summer vacation until one week prior to the opening of school. Vacation schedules must have prior approval of the administration. Vacations may not be accumulated. The Board will allow an exception to this rule by allowing each employee two (2) days of vacation time which may be used during the school year, not including days when school is in session.

ARTICLE II
NEW EMPLOYEES: PROMOTIONS: TRANSFERS: ETC.

2.1 A new employee shall work under the provisions of this agreement but shall serve a probationary period of thirty (30) working days during which the Principal is in the building, for the purpose of supervision and evaluation. During this probationary period, he may be discharged without further recourse; provided that the employee may not discharge or discipline for the purpose of evading this agreement or discriminating against Union members. After this probationary period, the employee shall be placed on the regular Seniority List, unless he has been designated as a temporary or extra at the time of employment.

2.2 In the event that a new employee begins employment during the time that a building principal is not present, his probationary period will be extended in order to comply with the above paragraph. However, the pay will comply with Article 16.2. At the time of requesting employment, the District shall designate requirements, that is, whether such requested employee shall be employed temporarily.

2.3 Seniority rights for employee shall prevail in all promotions, transfers, lay-offs, and re-employment. However, no employee shall be promoted or transferred to a position who in the opinion of a qualifying committee as, outlined in Article 16 has not demonstrated an ability of potential ability to handle the new assignment.

2.4 After employment by the Board of Education as indicated by Board minutes, beginning pay for custodial services shall be thirty cents below regular shift rate for thirty (30) working days.

Exception to this rule would apply to an employee who has already worked thirty (30) consecutive working days, then when regularly employed, the employee shall begin at full pay for the new position.

ARTICLE III OVERTIME PAY DAYS

3.1 All employees shall be on a five (5) day week, consisting of eight hours per day and forty (40) hours per week, Monday through Friday schedule except as herein otherwise specifically set forth. This is not to be construed as work on any specific shift, and shift assignment may be changed during the time when school is not in session or for a more efficient operation in emergencies or during vacation periods, it may be necessary for an individual to work on Saturday and/or Sunday, in which case, he shall be given compensating days during the week.

3.2 Hours worked in excess of eight (8) hours a day or forty (40) hours a week shall be at the rate of time and one-half providing however, that said eight (8) hour day shall be exclusive of lunch.

3.3 Pay Day shall be every other Friday, payment of a one week pay would be permissible should it become necessary to deviate from the presently existing two week schedule.

ARTICLE IV DUES CHECK OFF

Upon obtaining the written approval of the individual Union members, the Board shall check off and collect from such members all dues and assessments of the Union and pay the same to the Union and the Union shall furnish a statement of the amount to be deducted from the pay of each member, which statement shall be approved by members.

ARTICLE V JURY DUTY

In the event that a Unions member receives a notice of jury duty and reports for such duty, the Board shall pay the individual he difference between his normal wage and the wages he received for said jury duty. It shall be the obligation of the person serving on jury duty to submit to the Business Office written evidence of payment to him for such services immediately upon receipt of such payment.

ARTICLE VI HOLIDAYS

6.1 The following holidays to be observed by the members of the said Local #98 area as follows:

July 4 th	Lincoln's Birthday
Labor Day	Casmir Day (if school is not in session)
Columbus Day	Martin Luther King Birthday
Veterans Day	Maundy Thursday (if school is not in session)
Good Friday	Thanksgiving Day
Day after Thanksgiving	Memorial Day
New Year's Day	Christmas Eve
Christmas Day	New Year's Eve

6.2 When any of the above holidays falls on Saturday or Sunday, the preceding Friday or the following Monday will be observed as a holiday if school is not in session. Any "lost holiday" will be made up at some time during the regular school year when school is not in session.

6.3 Members required to work on holidays above indicated shall receive one an one-half times their regular rate of pay in addition to their holiday pay with a minimum guarantee of not less than four hours pay at this holiday rate.

ARTICLE VII SICK LEAVE, EMERGENCY LEAVE, FUNERAL LEAVE

7.1 The school board shall grant each full-time support personnel 14 days of paid sick leave each school year. Unused sick leave shall accumulate without limit. Sick leave shall be charged in increments of no less than one hour.

7.2 Sick leave shall be interpreted to mean personal illness, quarantine at home, or illness or death in the immediate family or household. The school board does require a physician's certificate as a basis for pay during leave after an absence of 3 days.

7.3 Absentee forms shall be filled out in after each absence regardless of reason. The form is reviewed and signed by the Superintendent's Office with the third copy to be returned to the employee before the next payday. Forms may be filled out in advance whenever possible.

7.4 For purposes of this Section, "immediate family" shall include parents, spouse, brothers, sisters, children, (including step-children), aunts, unclcs, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

7.5 Funeralleave for death in the "immediate family." This is defined as deaths of parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and legal guardians. Up to five days per year are allowed and are not counted against emergency leave. If required by the Superintendent, members shall be required to furnish written proof of relationship to the deceased (copy of death certificate, obsequies,etc.)

7.6 Each full-time support personnel shall be granted two (2) days of personal business leave per year. Personal leave shall be charged in increments of no less than one hour. Personal leave shall not accumulate from year to year. However, unused personal leave at the end of any year shall convert to sick leave. Personal business is defined as business that can only be resolved during school hours. Requests for this leave must be submitted and approved by the Superintendent no later than 10:00 a.m. of the working day preceding the leave. There shall be no use of these two (2) days during the first two weeks or the last two weeks of the school year.

ARTICLE XIII
PERFECT ATTENDANCE BONUS

8.1 Any member of the custodial staff employed on a 12 month basis who has had a perfect attendance record for any month by having been neither absent nor tardy shall receive a bonus of \$22.50 for paid the first pay day in July.

ARTICLE IX
SEVERANCE PAY

9.1 Persons who were in full-time employment on July 01, 1981, and who retire or resign from this School District after having been employed by the Board of Education for fifteen (15) years or more shall receive compensation for sixty percent of their unused earned absences.

9.2 Employees in the above category Article 9.1 retiring or resigning from the District who have been employed by the Board for fewer than fifteen (15) years but for three (3) or more years shall receive compensation for twenty-five (25) percent of their unused earned absences.

9.3 Persons hired on or after July 01, 1981 shall be compensated for unused absences under this Article based on the daily rate for substitute custodians at the time of their resignation or retirement. For the 1998-99 Contract year only, the limit on Severance pay shall be \$6,000.00. For the remaining 2 years (1999-00 and 2000-01) of this Agreement the limit on Severance pay shall be \$5,000.00.

9.4 To receive this compensation an individual must, except in the case of death, give written notice of retirement or resignation to the Board at least 30 days prior to the effective date of such retirement or resignation.

9.5 In the event of the death of the employee while still in the employ with the District, any and all monies due under the provisions of this Article shall be paid to the estate of the deceased.

9.6 Exception to the notification requirement will be granted only in the event of illness or emergency unforeseeable prior to the time of retirement or resignation, or other reason(s) at the discretion of the Board.

9.7 The parties agree that an eligible employee's receipt of compensation for unused sick leave will be added to the employee's IMRF creditable earnings in the employee's last paycheck, but the payment shall be limited in an amount to ensure the District is not subject to any IMRF 6% penalty. Any sick leave monies that are not paid to the employee because of the 6% limit, will be considered a retirement severance benefit and will be paid to the employee on the 65th day after the employee's last day of work. This severance payment will not be treated as creditable earnings under IMRF.

ARTICLE X
GRIEVANCE AND ARBITRATION

10.1 The Union and the Employer agree that there shall be no tie-up or interruption of work, or work stoppages within the compliance of this contract without first using all possible means of settlement, as provided for in this Agreement, of any controversy (as defined below) that may arise. The Union and the Employer further agree that

- (a) Every effort will be made to solve all controversies at the lowest possible level and as expeditiously as is feasible.
- (b) There shall be no discrimination against any employee for having filed a grievance
- (c) There shall be no solicitation of grievances from employees

- (d) The failure to file a grievance as provided will relieve the Employer of all financial obligations and shall not be binding on such Employer
- (e) An employee and the shop steward may present a complaint or grievance in the event of a controversy between that employee and the School District in accordance with the procedures specified in 2 below, provided the first step (2a below) is initiated within thirty working days of the incident resulting in the controversy
- (f) The Union Business Agent may present a complaint or grievance in the event of a controversy between two or more Union members and the School District in accordance with the procedures specified in 2 below, provided the first step (2a below) is initiated within thirty working days of the incident resulting in the controversy.

10.2 Should differences arise between the Employer and the employees as to the meaning and application of the provisions of this Agreement or others related to employee working conditions not covered by this Agreement, an earnest effort will be made to settle same in the following manner.

- (a) First step The employee and the shop steward (1e above) or the Business Agent (1f above) shall discuss the controversy with the supervisor or administrator responsible for the incident resulting in the controversy. The responsible supervisor or administrator shall investigate the incident fully and provide the person(s) with whom this issue was discussed a response within five working days of the time the matter was brought to his attention. In the event the matter remains unsettled at this point the Union may proceed to the second step as provided below.
- (b) Second step The Union shall reduce the grievance to writing to include the signature of the aggrieved employee or the Union representative and present the grievance to the next higher level of administration for consideration. Unless otherwise mutually agreed to the responsible administrator shall, within two working days arrange for a meeting with the Union representative for the purpose of gaining mutual understanding of the grievance. This administrator shall within five working days investigate the grievance and provide the Union representative a written response to the grievance. In the event the matter remains unsettled at this point, the Union may proceed to the third step as provided below.
- (c) Third step If the dispute is not disposed of, then within the next fifteen (15) school days, the President of the Union (or his designee) and the Superintendent' of Schools (or his designee) shall meet and attempt to resolve or dispose of the dispute. The Superintendent shall answer in writing within fifteen (15) school days of the meeting unless the time is extended by mutual agreement. If this fails to satisfy settlement in writing, the matter may be advanced to arbitration within five (5) working days following the next regularly scheduled Union meeting (Meetings are scheduled on the second Saturday of each month.)

10.3 In the event the grievance cannot be settled using the procedures specified in 10.2 above, either party may request the matter be submitted to arbitration using the following procedures.

- (a) Within ten (10) days after the receipt of a request that the matter be submitted to arbitration, the Union and the School District shall select an arbitrator. In the event the Unions and the School District cannot agree on the arbitrator to be selected, a joint request signed by both the Union Business Agent and the Superintendent of Schools (or his designee) shall be submitted to the American Arbitration Association or to a State agency providing for arbitrators that is mutually

acceptable to both parties, requesting a panel of not more than five or less than three qualified arbitrators be furnished from which the Union and the School District shall select the arbitrator.

(b) The arbitrator shall begin his investigation as early as possible and by a date mutually agreeable to all parties. The decision of the arbitrator shall be final and binding on both parties unless contrary to the laws of the State of Illinois. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement. The Union and the School District shall equally bear the expense and salary of the arbitrator.

10.4 The employer will not use any information from an employee's Personnel file that is older than four (4) years from the date of any action taken by the Board against an employee.

ARTICLE XI MEDICAL INSURANCE

11.1 The Board of Education will furnish hospitalization, medical, and major medical insurance for personnel and where applicable, coverage for spouse and/or dependent child or children when desired, insurance to be plan adopted by a majority of district employees and the Board of Education. Beginning July 01, 1983, the Board of Education will not furnish dependent insurance coverage to newly hired custodians who become member of Local 98.

11.2 Coordination of benefits will be in effect with any earned group coverage to which the employee or his dependents belong

11.3 Effective date of such coverage will be the current rate change date of the presently existing policy.

11.4 The Board will receive all dividends occurring under all insurance plans.

11.5 Should the Board decide to seek proposals from carriers other than the present carrier, the Union will be consulted.

ARTICLE XII TEMPORARY EMPLOYEES

12.1 Temporary employees, those working for infrequent and irregular periods, shall not come under the provisions of this contract.

ARTICLE XIII LEAD MEN DUTIES

13.1 The person designated to serve as lead man may work any full-time shift as long as the shift overlaps with the normal school day for a minimum of at least one hour so that the lead man can have contact with the Principal or Superintendent. Lead man duties and pat do not apply during the summer when school is not in session.

13.2 The duties of the lead man are:

- A To serve as liaison between the principal and the rest of the custodial staff
- B He shall assist the principal in the formulation of work schedules for all custodians.
- C He shall transmit from the principal to the other members of the staff such instructions as are given to him by the principal.

- D He shall coordinate the work of the custodians so that there will be a smooth and efficient operation of the school plant.
- E He shall be responsible for the operation of the boilers on weekends and holidays.
- F Upon and after June 30, 2005, prior written approval of the Superintendent is required before the lead man shall perform cleaning of the boilers. The boilers shall be cleaned after regular school hours. When so approved the lead man shall be paid time and one-half his regular hourly rate if this work constitutes overtime after his regular shift.
- G The lead man must accept and properly discharge the responsibility for the proper maintenance of the entire school plant in which he works; this includes grounds as well as the building itself.
- H He is not to assume the role of a foreman but rather that of a lead man or coordinator of the custodial work in his school plant. He shall carry his share of the custodial tasks that need to be performed and that are assigned to him on a regular schedule by the building principal.
- I The lead man, building principal and building custodian shall inspect each building one each six weeks for cleanliness. A written report of findings shall be submitted to the Superintendent and Board of Education.

ARTICLE XIV
OVERTIME DUTY AND PAY

14.1 In cases where a breakdown or other unusual circumstance prevents completion of the normal work assignment, it is the responsibility of the custodian to notify the Superintendent who may authorize overtime work for which the custodian will be reimbursed at one and one-half times his regular rate of pay.

14.2 Whenever a custodian is called back for overtime duty for a period of four or more hours, a thirty minute lunch period shall be included as a part of the working period. In an eight (8) hour shift a lunch period is not part of the eight hours.

14.3 In cases when the building is used by non-school groups, the time of ending the use of the building shall be one-half hour prior to the end of the evening shift, and in cases where admission is charges, or when 20 or more persons are involved in a meeting that is non-school, and extra custodian shall be called back to work a minimum of four hours.

14.4 All extra services necessary for overtime authorized by the Superintendent shall be paid at the rate of one and one-half times the regular rate of pay. All extra custodial services, when possible, shall be given to custodians working in that building, otherwise is should be assigned to a member of Local #98

14.5 If a custodian is required to work a shift other than that to which he is regularly assigned, he shall be paid the rate of pay of the man whose shift he is working providing that rate is greater than his own. This does not include vacation schedules.

14.6 If a lead man is recalled to work a shift other than his own, he shall receive his lead man's rate of pay. This applies only to outside activities in the school and does not apply to lead men who have other responsibilities as set forth in the contract.

14.7 If an employee must return to work after leaving his regular shift, he shall be paid at the rate of one and one-half times his basic rate of pay for a minimum of 1 (one) hour. This does not apply to lead. This does not apply to lead men who have responsibilities as outlined in Article 14.2

14.8 All rental fees shall be collected by the Board of Education and the custodians are to be paid by the Board of Education.

14.9 All extra custodial overtime service for OUTSIDE THE SCHOOL functions shall be paid at the rate of time and one-half. Any changes in this rate shall be based on an agreement with the outside organization using the building and the custodian involved.

14.10 ANY CUSTODIAN MAY BE CALLED IN TO REPLACE THE LEAD MAN ON HIS FIRST DAY OF ABSENCE, BUT ON THE NEXT DAY(S), CALL-IN WILL BE BASED ON SENIORITY.

ARTICLE XV BIDDING PROCEDURES

15.1 If a vacancy should occur in the custodial staff or a new job is created, present employees of the school district who are members of Local #98 shall be given the first opportunity to bid for the job that is open. Jobs shall be advertised on bid for a period of three days and the notification of the opening returned in duplicate, one copy to the Personnel Office and one copy to the Business Agent of Local #98.

15.2 Bids shall be evaluated by a committee or not less than three, consisting of any of the following: not more than two administrators, and not more than two from among the following. Union Business Agent, Union President, Shop Steward, or Lead persons of the group with whom the bidder is currently working. The decision of this group regarding the qualifications of the individual shall be final and without appeal. If, in the opinion of the evaluators, all bidders are qualified for the job, the individual with the greatest seniority shall be given the job.

ARTICLE XVI TERM OF AGREEMENT

16.1 This agreement settles all outstanding collective bargaining matters between the parties for the period from July 1, 2009 – June 20, 2012.

16.2 The parties desire to negotiate changes or revisions in this written agreement for the fiscal year beginning July 1, 2009, and have agreed to enter into good faith collective bargaining for that period.

16.3 In the process of bargaining in good faith for a new contract, or a contract containing desired modifications, the parties recognize that it may be necessary to continue their negotiations after the date upon which this agreement by its terms. Therefore, in order to provide for their duties and obligations for the period of time between termination date of this contract and the date upon which they conclude a new contract, or one containing the desired modifications it is understood and agreed as follows:

- (1) The parties shall continue to bargain and negotiate in good faith in an effort to reach a complete agreement and understanding covering the terms and provisions of a new contract to take place of this or a contract containing the desired modifications and such negotiations shall continue until either or both parties conclude that it is not probable that further negotiations will result in an agreement.

- (2) All of the terms and provisions of this contract shall be continued in full force and effect and extended from the termination date hereof to such time as the parties enter either into a new agreement, or agreement containing the desired modifications or terminate further negotiations in the manner above mentioned.
- (3) Should the parties reach an agreement upon the terms and provisions of a new contract, or a contract containing the desired modifications, at a time subsequent to the termination date of this contract then, in such event, all of the terms and provisions of the new contract, or the contract containing the desired modifications shall be made retroactive to the termination of this contract.
- (4) The union agrees that there shall be no strike or withholding of service during the term that this agreement is in full force and effect.

ARTICLE XVII
RATES OF PAY

17.1 The basic hourly rate of pay shall be

	3%	3%	3%
	FY-13	FY-14	FY-15
1 TO 5 Years	\$ 16.93	\$ 17.44	\$ 17.96
6 TO 10 Years	\$ 17.48	\$ 18.00	\$ 18.54
11 TO 15 Years	\$ 18.80	\$ 19.36	\$ 19.94
16 TO 20 Years	\$ 19.01	\$ 19.58	\$ 20.17
20 PLUS Years	\$ 19.33	\$ 19.91	\$ 20.51

17.2 Premium rates above the basic rate shall be paid on the following schedule. Premium rates do not apply to summer time, June 01 to August 21.

Lead Men	2 to 5 workers
Lead Men	6 to 10 workers

1

ARTICLE XVIII
TRAINING REQUIREMENTS

18.1 Effective July 01, 1985, all members of Local #98 may be required to attend workshops, training session, etc., that are designed to improve cost efficiency and/or lead to a more effective performance of one's job.

ARTICLE XIX
FAIR SHARE

19.1 Any present or future employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share of the cost of the collective bargaining process and contract administration. The fair share fee shall not exceed the amount of dues and fees uniformity of Union members.

A Payroll Deduction

With respect to any employee who is not a member of the Union, the Employer shall deduct from the wages of the employee, the dues and/or financial obligations uniformity

required of Union members. The full amount of dues and/or financial obligation collected in this manner shall be in accordance with a schedule to be submitted to the Employer and the Union during the 15 day period immediately preceding the expiration date of the Agreement.

B Fair Share Fees

Fair share fees shall be deducted according to a schedule submitted to the Employer by the Union. Fees collected in this manner shall be paid to the Union along with dues collected during that time period as provided by the law.

C Religious Exemption

Employees having a bona fide religious objection to financially supporting a labor organization may elect to contribute an amount equivalent to the fair share fee to a designated non-religious charity. The employee and the Union shall mutually agree upon the charity so designated, otherwise, the charity shall be selected as provided by applicable Illinois law.

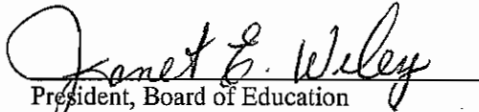
D Preservation of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit, and shall not take any action directed at eroding it. Except in a bona fide emergency, non-bargaining unit employees of the Employer shall not perform bargaining unit work to the extent that it would regularly deprive bargaining unit employees of hours of work or overtime opportunities.

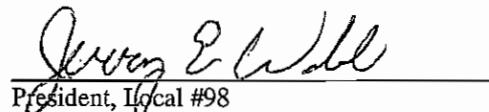
E The Union shall indemnify and hold harmless to the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of complying with the above provision of this article, or in any provisions.

BOARD OF EDUCATION
Community Unit School District #3

BUILDING SERVICE EMPLOYEES
Local #98



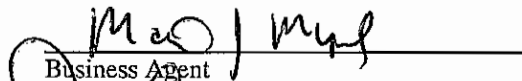
President, Board of Education



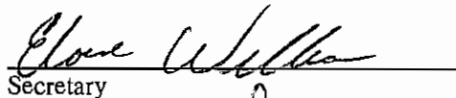
President, Local #98



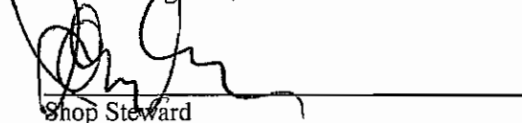
Vice President, Board of Education



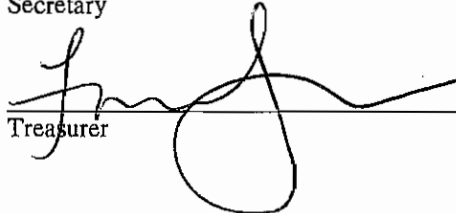
Business Agent



Secretary



Shop Steward



Treasurer