

# **EXHIBIT A**

100 South Ashland Ave. \* Suite 400 \* Chicago, IL 60607-2746 \* (312) 787-5868

### Application for Membership

Print Name MANDEL ERILH J  
Last Name First Name Mid. Initial

Social Security No. [REDACTED] Date 8/15/14 Date of Birth 11/10/54

I hereby request and accept membership in SEIU Local 73, and authorize said Union to represent me and, in my behalf, to negotiate and conclude any and all agreements as to wages, hours and other conditions of employment. I understand that it is my responsibility to notify the Union if there is any change in my name, address or employment within 30 days of said change. Failure to do so may result in denial or loss of benefits that I may otherwise be entitled to.

Effective the date indicated above, I hereby request and authorize any employer to deduct from my earnings each month the current amount of initiation fees and dues, as established by the Union. This amount shall be paid to the Secretary-Treasurer of Local 73 as prescribed in the Collective Bargaining Agreement between the two parties.

Signature [Signature] Home Phone [REDACTED]

Home Address [REDACTED] City/Zip [REDACTED]

Employer SCHOOL DIST. 15 Work Location \_\_\_\_\_

Job Title MECHANIC Work Phone \_\_\_\_\_

Home Phone [REDACTED] Cell Phone [REDACTED]

Payroll Cycle one:  Seasonal  Monthly  Hourly

# **EXHIBIT B**

By signing below, I hereby request and accept membership in SEIU Local 73, and authorize said union to represent me and, on my behalf, to negotiate and conclude any and all agreements as to wages, hours and other conditions of my employment. I agree to abide by its Constitution and Bylaws and the SEIU Constitution and Bylaws.

Signature \_\_\_\_\_ Date 8/26/16

By signing below, I hereby request and authorize any employer to deduct from my earnings and transmit to the union initiation fees and dues as established by the Union effective the date indicated below. This authorization shall be irrevocable for a period of one (1) year from the date of execution or until the termination date of the Collective Bargaining Agreement, whichever occurs sooner, and from year to year thereafter, less not less than thirty (30) days and not more than forty-five (45) days prior to the end of any yearly period I give the Employer and Union signed, written notice of my revocation via U.S. mail.

Signature \_\_\_\_\_ Date 8/26/16 Circle one:  Full-time  Part-time  Seasonal

Print name MANDEL Last Name ERICH First Name J Mid. Initial Last 4 SSN [REDACTED]

Date of Birth 11/18/54 Cell Phone\* \_\_\_\_\_ Email \_\_\_\_\_

By providing my phone number, I understand that SEIU and its locals may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU will never charge for text message alerts. Message and data rates may apply to such text alerts. Text STOP to 787753 to stop receiving messages. Text HELP to 787753 for more information.

Home Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Employer SCHOOL DISTRICT 15 Work Location 1100 N. SMITH PALATINE IL. Job Title MECHANIC

Contributions or gifts to SEIU Local 73 are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses. The collective bargaining agreement with your employer may provide that you must become a member of SEIU Local 73 to the extent permitted by law. This means only the timely tender by you of the uniform initiation fees and periodic dues as may be lawfully required. While you do not have to become a full member of Local 73, membership in the Local provides you with very important rights in addition to the wages, benefits, and job security provided by the Collective Bargaining Agreement. These rights include the right to vote to accept or reject a proposed Collective Bargaining Agreement, fully participate in the development of contract proposals, vote in the election of your union officers, benefit from other programs such as credit cards, discount coupons, and other services available to union members. These rights and others are clearly set forth in the Union Constitution and Bylaws. If you choose to forgo the above rights and not be a full member of Local 73, you may file written objections to funding union expenditures that are not related to the union's role as a collective bargaining representative. Individuals desiring to file objections should notify the Local 73 Secretary-Treasurer in writing via U.S. mail and request a description of the procedures which must be followed and to obtain information as to how these fees are calculated. The fees charged to those individuals who decide to object are based on the most recent annual audit of the Union's expenditures, but historically range from 75 to 82 percent of full membership dues.

# EXHIBIT C

# NEGOTIATED AGREEMENT 2017-2021 between



Community Consolidated School District 15  
Board of Education

and



S.E.I.U. Local No. 73

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## **Community Consolidated School District 15**

### **Board of Education**

**Lisa Szczupaj, President**  
**Michael Smolka, Vice President**  
**Anthony Wang, Secretary**  
**Frank J. Annerino**  
**David Border**  
**Barbara A. Kain**  
**Zubair Khan**

### **Superintendent of Schools**

**Scott B. Thompson, Ed.D.**





**MEMORANDUM OF UNDERSTANDING  
AND  
WORKING AGREEMENT**

THIS AGREEMENT, made and entered into as of July 1, 2017 by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15 of Illinois, hereinafter referred to as the "Board" and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL No. 73, hereinafter called "Union."

The Board of Education of Community Consolidated School District 15 and the Service Employees Union Local No. 73, S.E.I.U. agree that the Board has the full and exclusive responsibility for providing high quality education for the children of District 15 and of carrying on vital and continuous programs in the field of education for the benefit of both the children and the community at large.

WITNESSETH:

THAT 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 the Constitution of the United States; and

WHEREAS, the Board recognizes the union as the exclusive bargaining representative for the personnel covered by the 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 15 and its programs; and set forth herein rates of pay, hours of work, and certain specified conditions of employment for the personnel covered by this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants herein contained, the parties hereto agree in matters relating to wages and hours of employment as follows:

**ARTICLE I  
RECOGNITION**

The Board recognizes the union as the sole and exclusive bargaining representative for its full-time and regular part-time school year custodial, maintenance, internal services, and transportation mechanic personnel, except for those persons designated as non-working supervisors or in comparable roles. For the purpose of this Agreement, the term employees shall include all personnel listed under the terms of this Agreement. This statement does not exclude any non-certified employee from voluntary union membership subject to the provisions of Section II below. Additional classifications may be added by mutual consent of the parties.

**EXHIBIT C**

**ARTICLE II  
UNION SECURITY**

- A. The employer agrees that it will not discriminate against any employee because of his or her affiliation with the union, nor will the employer in any way discourage any employee from joining the union and/or discriminate because of legitimate union activity. The employer further agrees to inform all present employees and all new employees, hired after the signing of the Agreement, that Local No. 73 Service Employees International Union is the exclusive bargaining representative of employees in the unit and that all matters of grievance must be handled through the procedures required by this Agreement.
- B. CHECK OFF OF UNION DUES: The employer agrees to deduct regular monthly dues uniformly required as a condition of the union membership from the wages of the employees who become or are union members and remit such dues to the union, providing the employee signs and submits to the employer a written authorization 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 No.73 which is required to maintain me as a member in good standing in said union, in accordance with the bylaws of the union. The amount deducted each month shall be forwarded to the Secretary-Treasurer of Local No. 73. The dues transferred to Local No. 73 shall be in the form of check or automatic deposit. This authorization and direction shall be irrevocable for the period of two (2) years, or until the termination of the collective bargaining agreement between the Employer and Local No. 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 bargaining agreement between the Employer and Local No. 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 bargaining agreement between the Employer and Local No. 73, whichever occurs sooner.
- C. The Secretary-Treasurer of the union shall certify to the employer the amount of the union dues and initiation fees, which shall be uniform. The union agrees to indemnify the Board for any erroneous collection of dues and to hold the Board harmless for any money turned over to the union.

**ARTICLE III**  
**S.E.I.U. COMMITTEE ON POLITICAL EDUCATION (COPE)**

- A. Upon receipt of a lawfully executed, written authorization from an employee, the District shall, during the term of this Agreement or until such authority is revoked by the employee in writing, deduct voluntary employee contributions to the S.E.I.U. Committee on Political Education (COPE), managed and operated by the union, in the amounts designated by the employee. Such deduction or deductions shall be made in twenty-four (24) equal installments and shall be remitted by the District to the union official designated by the union in writing to receive such funds. Employees who are hired after the first pay period of the fiscal year will have the deduction prorated for the remainder of the year. The S.E.I.U.– Committee on Political Education shall refund to the District or to the employee any contributions which may be deducted erroneously or any monies which may be remitted erroneously.
  
- B. The union agrees to indemnify and hold harmless the District against any and all claims, suits, orders, or judgments against the District resulting from any action taken or not taken by the District pursuant to the provisions of Section A of this article.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

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 a court of competent jurisdiction or, shall become inoperative because of any State or Federal law, the remaining portions of the 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 15, 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, assign, and supervise employees; to suspend, discharge, and discipline employees for just cause; to determine and change starting times, quitting times, and shifts, and the number of hours to be worked by 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 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 this Agreement, subject only to the provisions specified in this Agreement.

## ARTICLE V SENIORITY AND PROBATION

### A. School District Seniority

1. School District seniority is defined as the length of an employee's continuous employment by the Board.
2. All seniority shall be terminated:
  - a. When an employee is discharged for cause.
  - b. When an employee quits.
  - c. When an employee fails to report for work after a layoff, when properly notified in accordance with this Agreement.
  - d. When an employee is laid off for a period of more than two (2) years.
3. Absence due to injury or disease for which Worker's Compensation is payable shall not terminate seniority within the time limits as noted in Paragraph A.2.d above.

### B. Probationary Period

1. All new employees shall be considered on a probationary trial basis for a period of ninety (90) work days commencing on their first day of employment with the District, excluding workdays that fall during the summer when the regular school year is not in session. The probationary period may be extended by the employee's direct supervisor for up to ninety (90) work days if the probationary employee has had documented performance issues during the initial 90-work day period. During the probationary period, the employee's work performance will be evaluated by the employer to determine if continued employment is warranted. It shall be the responsibility of the principal, and Manager of Environmental Services or the immediate supervisor to acquaint them with the manner in which a new employee is performing the work assigned. New employees shall be informed by the head custodian if their work is satisfactory and, if not, how it can be improved. Complaints regarding unsatisfactory work performance of probationary employees shall be directed to the principal or the immediate supervisor. The Manager of Environmental Services shall be informed of all such complaints regarding employees in the department.
2. A probationary employee may be discharged without cause or recourse at any time prior to the end of the probationary period. If an employee is terminated at any time during the probationary period, such action shall not be subject to the grievance procedure.
3. The seniority of a new employee shall be established at the conclusion of the probationary period and shall begin as of the most recent date hired.
4. All new employees shall be provided with a copy of their job description at the time of hire. Within thirty (30) days of their starting date, the immediate supervisor shall outline the job expectations.
5. One week prior to the expiration date of the probationary period or sooner if warranted, the Manager of Environmental Services shall recommend, in writing, to the Assistant Superintendent for Personnel and Human Services or designee whether a new employee shall be granted continued employment or terminated.

### C. Promotions and Demotions

1. It shall be the general policy of the school district to consider internal applicants for promotional vacancies before advertising and accepting applications from candidates who are outside the district. No internal applicant will be promoted unless he or she can demonstrate the ability to perform the required work of the vacant position.
2. Subject to the Board's right to fill a vacancy on a temporary basis under paragraph F below, when a promotional vacancy occurs or a new position is created, notice will be posted for five (5) working days. Copies of the notice will be sent to each head custodian, each building principal for posting in the school, and the Union Chairperson. The posting will describe the position and advise that written applications will be accepted from employees within the bargaining unit. The notice will specify the final date and hour for the receipt of the applications. After the closing date, the Personnel Office will provide the Manager of Environmental Services, principal or supervisor, and Union Chairperson with a list of all internal applicants who apply for promotional vacancies.
3. The Manager of Environmental Services will conduct the initial screening and submit a list of qualified applicants to the principal or supervisor for consideration. The Personnel Office will prepare a summary of each candidate's employment history in the school district that includes information on evaluation and absences which shall exclude FMLA qualifying or other legally protected absences. If an internal applicant is not selected as a qualified candidate to be interviewed, he or she may request a meeting with the manager of Environmental Services to review the reasons for not being included on the list. All qualified applicants for positions shall be interviewed by the principal or supervisor with the Union Chairperson or designee present. The Manager of Environmental Services and the Assistant Superintendent for Personnel and Human Services may be included in the interview. No teacher shall be included in the interview.
4. It is agreed that the Board, in exercising its judgment, will give consideration to the employee's entire service record with the school district. The term "entire service record" as herein used shall include the following:
  - Length of service
  - Ability to perform the work assigned
  - All formal evaluations conducted on the employee while working in the school district.
5. When an employee is promoted, he or she will be placed on a 60 working day probationary qualifying period. During that time, the designated employee or the Board may request return to the previous classification.
6. Promotions shall be defined as a change in job category as outlined in Appendix B. Internal applicants who are promoted will be compensated by a raise of 10%. If an employee is promoted and subsequently returns to his/her previous classification during the probationary qualifying period, he/she shall be placed at the salary step for his/her previous classification consistent with his/her continuous service.
7. If the Board elects to demote an employee after the probationary qualifying period, his/her new salary shall be determined by lowering the base salary of that

employee by 10%. This paragraph shall not be construed to create any obligation on the part of the Board to demote, rather than to dismiss, such an employee.

D. Layoff and Rehire

1. In the event the Board of Education decides to reduce the number of classified personnel positions in the bargaining unit or discontinue some particular type of educational support service, the following guidelines will be in effect.
  - a. The Superintendent's recommendation regarding the dismissal or release of classified personnel or reduction in hours worked by classified personnel shall be based upon the length of continuing service with the school district within the respective category of positions.
  - b. The Superintendent may consider the requirements of available positions and the possibility of movement between classifications in reaching his/her recommendation.
  - c. The following categories of positions shall be subject to the provisions of this policy:
    - Custodian
    - Laborer
    - Driver (Internal Services, Nutrition Services, Utility)
    - Warehouse/Delivery Assistant (Nutrition Services)
    - Warehouse (Central Distribution)
    - Apprentice Mechanic
    - Warehouse (Nutrition Services)
    - Head Custodian
    - Maintenance
    - Mechanic
    - Security
2. The immediate supervisor of any employee whose release or hours reduction is to be recommended to the Board of Education shall schedule an individual conference with that person to inform him or her of the administration's recommendation.
3. Any classified staff member removed or dismissed or has his or her hours reduced under this provision shall be notified in writing of the Board's decision by certified mail at least sixty (60) days before the date of renewal or dismissal or reduction in hours. The notification shall include a statement of honorable dismissal and the reason(s) therefore.
4. Vacancies for the following school term or within one (1) calendar year from the beginning of the following school term within a specific category of position or any other category of position shall be tendered to employees so removed or dismissed from that category of position in order of seniority, so far as they are qualified to hold such positions. When rehiring employees who have been honorably dismissed, the Board will notify them by certified mail at the last known address. If such employees do not notify the Board within five (5) days from the mailing date of such notice that they will report for work on the date specified, or give reasonable and acceptable reasons for unavoidable delay beyond such

time, they shall be considered as having resigned and all seniority shall be terminated.

5. Any qualified staff dismissed or released pursuant to this provision shall be paid all earned compensation on or before the next payroll date following his or her last day of employment.

E. Seniority Lists

The Board shall furnish to the union two (2) copies of the current list of employees which shall include the employee's name, hiring date, and classification. The list will be provided to the union and posted in each building by February 1 of each year. If no errors are reported by the union within thirty (30) calendar days, the list shall be considered correct and stand as is without grievance.

F. Temporary Vacancies

1. A job will be considered vacant when an employee has resigned, is discharged, demoted, promoted, transferred, or when it is a newly created position. Any vacancy may be filled on a temporary basis for ninety (90) calendar days. The Board and the union can mutually agree to extend a temporary position beyond the 90-day limit.
2. When the time limit on a temporary vacancy expires, the job will be advertised as a permanent position and filled as per Paragraph D or C.
3. Employees temporarily assigned to a lower paid job shall receive their regular rate of pay.

## **ARTICLE VI GRIEVANCE PROCEDURE**

A. Definition

A grievance is defined as any controversy between the Board employees and any employee covered by this Agreement, which relates to a violation of any provision of this Agreement. All grievances must include the identification of the specific provision violated and an explanation that shows this Agreement has been violated.

- B. For the purpose of representation in negotiations and in the grievance procedure, the Board recognizes the Union Grievance and Negotiations Committee of nine (9) members or stewards.

- C. The union will keep the Board informed concerning current officers and representatives of Local No. 73.

- D. Should any differences arise as to the meaning or application of any of the provisions of this Agreement, the grievance shall be processed in accordance with the following procedure; it being mutually agreed that an earnest effort shall be made by both parties predicated upon the exercise of good faith to settle such differences as expeditiously as possible pursuant to such procedure.

#### E. Procedure

##### 1. Step One

Any employee with an alleged grievance, as defined by the provisions of this article, shall, within ten (10) working days of occurrence of the violation or interpretation, discuss the complaint with his/her immediate supervisor. The employee may be accompanied by the union steward and/or a duly authorized union representative, in this or any other level of the grievance procedure. It is agreed that all grievance meetings shall normally be held at a time that does not interfere with the needs of the school; at any rate, employees shall suffer no loss of pay by attending mutually agreed upon meetings. In Step One, the principal and/or the Assistant Superintendent for Personnel and Human Services shall be involved. If the difference is not settled satisfactorily at this level, the grievance shall be reduced to writing and processed to Step Two.

##### 2. Step Two

If the grievance remains unsettled in Step One, the employee may elect to advance the grievance to step 2 by submitting the grievance to the Manager of Environmental Services within five (5) working days. The involved parties, union steward, and Manager of Environmental Services shall meet again within five (5) working days after the receipt of the disposition to discuss the grievance at a mutually satisfactory time. The Manager of Environmental Services shall give his/her report in writing within five (5) working days after the meeting.

##### 3. Step Three

If the difference remains unsettled in Step Two, a written report may be submitted to the Assistant Superintendent for Business and Auxiliary Services of District 15 within five (5) working days. The Assistant Superintendent for Business and Auxiliary Services, involved parties, union representative of Local No. 73, and the union steward shall meet to discuss the grievance within five (5) working days after receipt of the written report from the Manager of Environmental Services. The Assistant Superintendent for Business and Auxiliary Services shall give his/her report in writing within five (5) working days after such meeting.

##### 4. Step Four

If the difference still remains unsettled in Step Three, a written report may be submitted within five (5) working days to the Superintendent of Schools of District 15. A meeting time shall be established that will be satisfactory to the Superintendent or representative, and all parties involved within ten (10) working days, at which time the grievance will be resolved.

##### 5. Step Five

Within ten (10) working days after receiving the decision of the Superintendent, Local No. 73 may submit the grievance to Arbitration.

#### G. Binding Arbitration

The arbitrator in his/her decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to the issue or issues presented by the parties and his/her decision must be based solely upon interpretation of the meaning of the express language of the Agreement.



#### H. Selection Process

The Board and the union will select a third party to act as the impartial arbitrator and the administrator of the proceedings which shall be held in a district building unless the parties mutually agree otherwise. The list of names can be provided by the American Arbitration Association or the Federal Mediation and Conciliation Service. Each party shall bear the full costs for its representation in the arbitration proceedings. The cost of the arbitrator, a certified court reporter, a written transcript and the American Arbitration Association shall be divided equally between the parties. However, each party shall be responsible for compensating its own representatives and/or witnesses.

### ARTICLE VII EMPLOYEE BENEFITS

#### A. Holiday Pay

1. All full-time employees, with the exception of security employees, will receive pay for Board approved holidays which fall during regular working schedules. This pay shall be computed at the regular straight time rate. Security employees will be granted such holidays according to a schedule mutually agreeable to the employee and the Manager of Environmental Services.
2. Holidays that fall on weekends when school is not in session shall be observed as follows:
  - a. A holiday falling on a Saturday will be observed the preceding Friday.
  - b. A holiday falling on a Sunday will be observed the following Monday.
3. To qualify for holiday pay, an employee must be present on the last work day before the holiday and the first work day after the holiday unless he or she has received prior approval for personal leave in accordance with Section D - Personal Business or vacation days. If an employee is sick on the day before or after a holiday, he or she may be required to furnish the employer with a doctor's statement in order to receive holiday pay.
4. Employees who are required to report for work on a holiday, but fail to report for and perform such work, shall not be entitled to any holiday pay.
5. Employees, except security employees, who work on a holiday shall be paid at one and one-half (1-1/2) times their regular straight time hourly rate for the hours actually worked.
6. Paid Holidays: The following are designated paid holidays:

New Year's Day	Columbus Day
Dr. Martin L. King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Labor Day

- a. Work performed on Good Friday shall be paid at time and one-half of the employee's regular rate unless it is a designated work day for other employees in the school district.
- b. Other non-work days may be declared by the Board or Superintendent. If these non-work days fall on days when students are not in school, the

Manager of Environmental Services may ask employees to volunteer to work on those days in exchange for another non-work day to be designated by mutual agreement between the Manager and employee. These non-work days are not official holidays and do not qualify for overtime pay.

- c. If the number of holidays combined with paid non-work days falls below thirteen (13) during any year of this Agreement the Board agrees to negotiate the impact of the reduced holidays/paid non-work days on employee work schedules.
- d. Part-time employees shall receive the following paid holidays:

Thanksgiving Day  
 Christmas Day  
 Memorial Day  
 Fourth of July  
 (for part-time employees who work during the summer)

- 7. Overtime pay for employees other than security staff will be paid at two times the regular scheduled rate of pay for work performed on the following holidays:

Thanksgiving Day  
 Christmas Eve, December 24  
 Christmas Day, December 25  
 New Years Day, January 1  
 Independence Day, the designated legal holiday

#### B. Vacation Schedule

- 1. Vacation days are non-cumulative.
- 2. The employee must receive advance approval for all vacations from the principal and, when appropriate, the Manager of Environmental Services. No vacation request shall be denied in any arbitrary or unreasonable manner.
- 3. No vacation for custodians and maintenance staff will be permitted between August 15 and September 1 of each year.
  - a. As a general rule, only three (3) individuals per classification may be approved for vacation at one time unless otherwise authorized by the Manager of Environmental Services.
  - b. Requests for vacations should be received at least thirty (30) days and no later than forty eight (48) hours prior to the requested vacation period. In the case of a conflict between two or more vacation requests that are received at the same time, the more senior employee's request shall be approved. Once a vacation request is approved, it can only be changed by mutual agreement.
  - c. Employees in Internal Services shall be entitled to take vacation during the summer provided as a general rule that only one bargaining unit employee shall be scheduled for vacation leave at a time.
- 4. Vacations may be taken only after an employee has completed at least six months of continuous service as determined below; however, an employee discontinuing his or her service prior to six months will be granted no vacation allowance.
- 5. Employees who begin service on or before the fifteenth of the month earn full vacation credit for that month. Employees who begin service after the fifteenth of

the month begin earning vacation credit from the first day of the next succeeding month.

6. If on June 30 an employee has completed at least six months but less than twelve (12) months of continuous service, the amount of vacation earned, to the nearest full day, is .834 times the months worked in the fiscal year exclusive of legal holidays which fall within the vacation period. If, on June 30, an employee has completed twelve (12) months but not less than five (5) years of continuous service, the amount of vacation earned is ten (10) days exclusive of legal holidays which fall within the vacation period.
7. If, on June 30, an employee has completed at least five (5) years but less than ten (10) years of continuous service, the amount of vacation earned is fifteen (15) days exclusive of legal holidays which fall within the vacation period.
8. If, on June 30, an employee has completed at least ten (10) years of continuous service, the amount of vacation earned is twenty (20) days exclusive of legal holidays which fall within the vacation period.
9. If an employee discontinues service to the district and at that time has not taken all or part of earned vacation, a cash vacation allowance will be paid for the time not taken and computed at the employee's daily rate provided the employee has notified the district in writing at least two (2) weeks prior to the desired separation date and provided the Board has granted approval of the separation date.
10. Employees are permitted to carry over up to five (5) days of vacation that must be used no later than October 1st of the following school year. Requests to carry over vacation days must be made no later than June 30th of the preceding school year through the Personnel office and specify the number of days to be carried over.

#### C. Sick Leave

1. All full-time (12-month) employees will be allowed twelve (12) days of absence per year due to personal illness, quarantine at home, serious illness or death in the immediate family or household (as defined in the *School Code*), or birth, adoption, or placement for adoption without loss of pay. All part-time employees who are scheduled to work 600 hours or more per year will be allowed ten (10) sick days per year to be prorated based on hours worked.
2. The maximum amount of accumulated sick leave shall be unlimited. Payment for accumulated sick leave at the time of retirement for any days in excess of 240 days shall be paid at a rate of \$25.00 per day for a maximum of 90 days.
3. The plan of offering a sick leave program to employees should be regarded as a benefit and not taken lightly nor is it to be treated in an unethical fashion. In the administration of this Sick Leave Provision regarding personnel, it shall be the practice to make the twelve (12) days of sick leave available following the first day of work. This practice assumes that the employee will fulfill the annual contract.
4. An employee who is absent due to illness for three (3) or more consecutive days or as the District may deem necessary in other cases may be required to submit a doctor's excuse.

D. Personal Business

1. Each employee is allowed three (3) personal leave days annually without loss of pay in addition to allowable sick leave. Employees must request use of a personal day at least 48 hours before the use of a personal day except in cases of emergency. This leave is non-cumulative as emergency or legal days with the unused days to be added to the accumulated sick leave at the end of each contract year. The day immediately preceding or immediately following a legal holiday or vacation shall not be approved as personal leave except in the case of an emergency or religious holiday.
2. Form #PD2224 (5/90), "Personal Leave Request Form," is to be completed and submitted to the principal or, in his/her absence, the Manager of Environmental Services. Maintenance and utility service personnel will submit the request directly to the Manager of Environmental Services.

E. Reserve Duty

Upon advance notice to the principal and/or the Manager of Environmental Services, any employee who is a member of one of the reserve components of the armed forces of the United States and who is required by reason of such affiliation to attend a summer camp, take a cruise, or otherwise participate in a reserve function during the employee's contract period, shall be excused at full pay for the purpose of fulfilling this responsibility. This leave shall not exceed fifteen (15) consecutive school days in any fiscal year. The employee shall be obligated to refund to the district any compensation received from the government for such military leave less the travel allowance paid by the government.

F. Jury Duty

Any employee may be excused at full pay for the purpose of fulfilling a summons for jury duty.

G. Bereavement

Four (4) days are allowed without loss of pay for absence due to a death in the immediate family. Immediate family in this instance is defined as parents, spouse (including a civil union partner under Illinois law), brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, and legal guardians.

H. Family/Medical Leave

1. Employees are eligible for medical and/or family leave in accordance with the provisions in the Family and Medical Leave Act (FMLA) of 1993. Such leave is unpaid unless accumulated sick leave, vacation days or personal leave is available. The total family and medical leave, paid or unpaid under this provision, cannot exceed twelve (12) weeks during any fiscal year or, for service member family leave, twenty-six (26) weeks during any fiscal year. The following reasons are eligible for family/medical leave:
  - a. The birth of a child and to care for the newborn child, provided the leave is completed no later than twelve (12) months after the birth of the child;

- b. The placement of a child with the employee for adoption or foster care, provided the leave is completed no later than twelve (12) months after the placement of the child;
  - c. Because the employee is needed to care for the employee's spouse, child, or parent with a serious health condition; or
  - d. The treatment of a serious health condition that makes the employee unable to perform the functions of the job.
  - e. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered member of the military on active duty.
  - f. Service member family leave: Care of a covered service member with a serious injury or illness if the employee is the spouse, child, parent or next of kin of the service member.
2. Any other leave provided for in this agreement which may be taken for any of the above purposes will be credited to the employee's twelve (12) weeks of family/medical leave.
  3. A employee on family or medical leave will continue to be covered under the district's health and dental insurance plans under the same terms as if the employee had been continuously working during the leave period, provided that:
    - a. Coverage shall end when the employee notifies the district of his/her intent not to return to work, fails to return on the scheduled date or exhausts his/her family and medical leave rights under this provision;
    - b. The employee will be required to pay his/her share of applicable premium payments at the same time as such payments would be made if by payroll deductions. Coverage may lapse if a employee's premium payment is more than thirty (30) days late;
    - c. The district may recover its premium cost if the employee fails to return to work following an approved, unpaid leave unless the reason for the failure to return is a serious health condition of the employee, spouse, parent or child or serious injury or illness of a covered service member or other circumstance beyond the employee's control. In this event, the district may require a certification of the existence of a serious health condition which the employee must provide within thirty (30) days of the request.
  4. Upon conclusion of a family/medical leave, the employee will be restored to his/her former position or to an equivalent position as established by school board policies and practices and this agreement (with respect to pay, benefits and other terms and conditions of employment) with any general pay increases or benefit enhancements granted during the leave, provided that:
    - a. An employee will be required to submit a physician's release prior to returning from a personal medical leave;
    - b. An employee returning from family/medical leave has no greater rights to a position than had he/she been continuously working during the leave period (e.g. In case of RIF);
    - c. Where the employee seeks an intermittent/reduced schedule medical leave, the district may temporarily transfer the employee to an available alternative position with equivalent pay and benefits for which the employee is qualified if the transfer better accommodates the requested recurring periods of leave;

and

- d. An employee on an approved family/medical leave may not perform work for another employer during the leave.

5. Health Coverage and Other Benefits

- a. The employer must maintain coverage under any group plan that provides health care to the employee or employee's family. The coverage must be continued for the duration of the FMLA leave at the same level and under the same conditions coverage would have been provided if no leave had been taken, provided that:
- b. Coverage shall end when the employee notifies the district of his/her intent not to return to work, does not return on the scheduled date or exhausts his/her family and medical leave rights under this provision;
- c. The employee will be required to pay his/her share of applicable premium payments at the same time as such payments would be made if by payroll deductions. Coverage may lapse if an employee's premium payment is more than thirty (30) days late.
- d. The school district may recover the premium paid for coverage during the leave if the employee does not return to work. The exceptions are where the employee does not return to work:
  - 1) Due to the continuation, recurrence or onset of a serious health condition of a family member or employee that would otherwise entitle the employee to take leave, or;
  - 2) Due to the serious injury of illness of a covered service member; or
  - 3) Due to other circumstances beyond the control of the employee.
- e. The school district may recover its share of health insurance premiums through deduction from any sums due to the employee (e.g., Unpaid wages, vacation pay, etc.) provided such deductions do not otherwise violate applicable federal or state laws.

I. Absent Without Pay (AWP)

AWP days may be granted for non-consecutive absences to employees who have exhausted all paid leave and who are not eligible for FMLA leave. Medical documentation from a physician will be required and must be submitted to the Personnel Department no later than twenty-four (24) hours after the absence. If the absence is not for a medical purpose, such AWP days must be pre-approved by the Assistant Superintendent of Personnel and Human Services or designee, and will only be granted in extenuating circumstances.

**ARTICLE VIII  
UNIFORMS**

- A. New uniforms will be provided at the time of initial employment and replacement uniforms will be provided as needed. The Board will provide uniforms for custodians as follows:
  1. Five (5) shirts (long and/or short sleeve, depending on employee's choice).
  2. Five (5) pairs of pants.
  3. One (1) winter jacket.

- B. The Board will provide uniforms for maintenance personnel as follows:
  - 1. Five (5) long sleeve shirts.
  - 2. Five (5) short sleeve shirts.
  - 3. Five (5) uniform pants.
  - 4. One (1) insulated coverall.
  - 5. One (1) uninsulated coverall.
  - 6. One (1) winter jacket.
  - 7. One (1) spring jacket.
  
- C. The Board will provide and launder uniforms for mechanics as follows:
  - 1. Thirteen (13) sets of uniforms.
  - 2. Three (3) jackets.
  - 3. Two (2) sets of insulated coveralls.
  
- D. The Board will provide uniforms to central stores personnel as follows:
  - 1. Three (3) shirts and three (3) pairs of pants.
  - 2. Two (2) sets of coveralls, one (1) set to be insulated.
  
- E. The Board will also provide two (2) sets of coveralls to Head Custodians, one (1) set to be insulated.
  
- F. Employees who have been furnished with uniforms are required to wear them while on duty.
  
- G. Employees, with the exception of mechanics, will be responsible for laundering and repairing uniforms.
  
- H. The district will provide one pair of shoes per year for the maintenance employees and laborers who perform asphalt replacement, repair, seal coating, and striping with input on the specific selection from the employees.

**ARTICLE IX  
WAGE SCHEDULE – JOB DESCRIPTIONS**

A wage schedule according to job classification is attached hereto and marked Appendix B. Job descriptions are attached and marked Appendix .

**ARTICLE X  
HOURS OF WORK**

- A. The standard work week shall be defined as forty (40) hours, Monday through Friday unless an alternate work week has been mutually agreed to between the employee and the supervisor with authorization by the Assistant Superintendent for Personnel and Human Services.
  
- B. The classification of Utility Service Personnel shall be designed to provide security building checks, substitute custodial service and/or maintenance assistance as may

be required. The hours for the Utility Service position(s) will include weekends, holidays, and night work as required and assigned by the Manager of Environmental Services without overtime pay.

- C. Head custodians shall work an eight (8) hour day from 6:30 a.m. to 3:00 p.m. or from 7:00 a.m. to 3:30 p.m. Custodians working the evening shift will work from 2:30 p.m. to 10:30 p.m. or from 3:00 p.m. to 11:00 p.m., including a half-hour (1/2) paid lunch period. Regardless of which schedule is selected for a school, there shall be a thirty (30) minute overlap between the ending time for head custodians and the beginning time for custodians. The principal and Manager of Environmental Services will determine the specific hours for each building. When schools are not in session during the regular school year, custodians will work five (5) days per week (excluding holidays) from 7:00 a.m. to 3:30 p.m. When schools are not in session during the summer, the regular work week shall consist of four (4) work days per week with the schedule for the first three (3) days to be from 6:30 a.m. to 5:00 p.m. and the schedule for the fourth days to be from 6:30 a.m. to 4:30 p.m. The first workday shall be established by the District based on the needs of the building or Department. All time off during the summer—including vacation, personal and sick days—shall be deducted at ten (10) hours per day.
- D. The work hours for first shift mechanics shall consist of eight consecutive hours between 5:00 a.m. and 5:00 p.m. The work hours for second shift mechanics shall be from 2:00 p.m. to 10:00 p.m. with one-half hour paid lunch period. When schools are not in session during the summer, the regular work week shall consist of four (4) work days per week with the schedule for the first three (3) days to be from 6:30 a.m. to 5:00 p.m. and the schedule for the fourth day to be from 6:30 a.m. to 4:30 p.m. The first workday shall be established by the District based on the needs of the building or Department. All time off during the summer—including vacation, personal and sick days—shall be deducted at ten (10) hours per day. Mechanics regularly assigned to work second shift shall also receive a one-half hour paid lunch period on days when they are required to work on the first shift. Attendance at in-service meeting for the transportation employees scheduled during the first shift shall be optional for mechanics assigned to the second shift. It will be the responsibility of the mechanics to obtain the information that is disseminated at the meeting.
- E. The work hours for night maintenance employees shall consist of eight consecutive hours between 2:00 p.m. and 10:00 p.m. with one-half hour paid lunch period. The work hours for other employees not covered by this agreement shall consist of eight consecutive hours within the time frame of 6:00 a.m. and 6:00 p.m. as determined by the immediate supervisor with input from the affected employees.
- F. Upon mutual agreement between the employee and the Manager of Environmental Services or designee, the work hours for maintenance employees may be adjusted in order to work on a specific project. If an employee's shift is adjusted such that his quitting time is after 6:00 p.m., the employee will qualify for one-half hour paid lunch period. Such adjustments shall be scheduled at least one week in advance. When



schools are not in session during the summer, the regular work week shall consist of four (4) work days per week with the schedule for the first three (3) days to be from 6:30 a.m. to 5:00 p.m. and the schedule for the fourth day to be from 6:30 a.m. to 4:30 p.m. The first workday shall be established by the District based on the needs of the building or Department. All time off during the summer—including vacation, personal and sick days—shall be deducted at ten (10) hours per day.

- G. The specific times detailed above are a general guideline. At the District's sole discretion, work schedules may be adjusted in order to assure the efficiency and effectiveness of the department. The decision to adjust work schedules shall not be arbitrary or capricious and will be made for legitimate business reasons.
- H. All overtime must be approved in advance by the Manager of Environmental Services or immediate supervisor.
- I. When a custodian is assigned to clean a section of an absent full-time or part-time custodian in addition to his or her own assigned section, the Manager of Environment Services will evaluate the work load of the staff at the school and authorize whether overtime is required, how much shall be assigned and to whom.

#### **ARTICLE XI UNSATISFACTORY PERFORMANCE AND DISCIPLINARY PROCEDURES FOR NON-PROBATIONARY EMPLOYEES**

From time to time it may be necessary to initiate disciplinary action against an employee for misconduct or unsatisfactory work performance. The employee has the right to request representation at any investigatory conference at which the employee reasonably believes his/her answers may lead to discipline. The employee is responsible for contacting the appropriate person to provide that representation. Notice to the union chairperson shall be given at least forty-eight (48) hours in advance unless impractical due to the seriousness of the employee misconduct.

##### **A. Unsatisfactory Work Performance Procedures:**

The employer shall provide employees with an opportunity to correct unsatisfactory work performance pursuant to the following steps.

1. Step 1—As soon as possible after the first incident of unsatisfactory performance, the immediate supervisor and, when appropriate, other supervisory personnel including the head custodian, Supervisor of Custodial Services, Supervisor of Maintenance, or Manager of Environmental Services, will meet with the employee to provide direction and guidance for appropriate job performance. A written record of the meeting shall be provided to the employee. A copy will be kept by the immediate supervisor.
2. Step 2—If unsatisfactory work performance continues, the employee shall be given a written notice detailing the deficiencies in his or her performance and identifying what steps must be taken to improve that performance. A 30-calendar day minimum timeline for correcting the deficiencies must be included in the

written notice.

3. If improvement is immediate and continues for 90 working days, the written notice shall be removed from the employee's personnel file upon written request from the employee. However, if similar unsatisfactory performance is exhibited within one (1) year of the remediation, the written notice shall be returned to the employee's personnel file and the disciplinary procedure will continue with Step 3.
4. Step 3—If improvement does not occur as a result of Step 2, a second written notice shall be given to the employee informing him or her that continued unsatisfactory work performance will lead to dismissal. At this step the employee's skills and abilities will be evaluated to determine if he or she can serve the school district in another capacity. A transfer to another position in the district may occur at this step.
5. Step 4—Continued unsatisfactory work performance shall result in dismissal from employment in the school district. The immediate supervisor shall present such recommended notice in writing to the employee stating the effective date of the dismissal.
6. The immediately above procedure for non-probationary employees is subject to the grievance procedure.

C. Misconduct Procedures:

1. The employer shall provide progressive discipline. For certain serious misconduct incidents or offenses, suspension or immediate termination may be the first step in the disciplinary process with the approval of the Manager of Environmental Services or the Assistant Superintendent for Personnel and Human Services.
2. Upon an Employee's request, written complaints or letters of discipline will be expunged from the Employee's file two (2) years after the date they are placed in the file and cannot be used for future disciplinary purposes unless there is another complaint or letter of discipline of a similar nature against the Employee during the two (2) year period. However, any written complaints or letters of discipline, which address behavior that has jeopardized the health or safety of others, shall remain in the Employee's file permanently and may be used for future discipline.

D. Excessive Absenteeism:

Employees who demonstrate a pattern of exceeding their accumulated sick leave benefits under this Agreement may be subject to progressive discipline up to and including termination.

## **ARTICLE XII LABOR/MANAGEMENT MEETINGS**

Joint labor/management committee meetings will be regularly scheduled on a quarterly basis as appropriately agreed to by both parties. Head custodian meetings will be held from time to time as the need arises. The local union chairman shall be informed of any joint meetings so he/she may attend. As part of the joint labor/management committee

during the 2012-13 school year, the parties will review data regarding District overtime requests to individuals, hours and dates of requests, and individual acceptance/rejection of overtime requests with all such data to be collected by head custodians. The committee will discuss and made a good faith effort to make recommendations designed to resolve any problems on an advisory basis only. Also as part of the joint labor/management committee, the parties will review data and suggestions regarding the need for replacement and additional mechanics tools maintained by the Transportation Department. The Assistant Superintendent for Business shall lead this topic. The committee will discuss and make a good faith effort to make recommendations designed to resolve any problems on an advisory basis only.

### **ARTICLE XIII TRAINING COURSES AND CAREER DEVELOPMENT**

- A. The union and employer recognize that the establishment of a cost effective system for employee growth and development yields significant benefits for both the employee and the Board.
- B. The employer and union hereby agree to plan an employee career development program which promotes the continuing education, training, and upgrading of employees. The career development program will enable employees to increase knowledge and skills, prepare for promotion, and advance career goals and professional status without compromising continued employment. The Board shall make every reasonable effort to meet personnel needs by way of internal promotion and career development prior to recruiting from outside the bargaining unit.
- C. The employer and union agree to establish a joint committee to plan and implement an employee career development program. The committee shall be composed of an equal number of employer and employee representatives. The Manager of Environmental Services will serve as chairman of the committee. The committee shall meet on a regular basis as necessary to accomplish its goals. Employee members of the committee shall be paid at their normal rate if the meetings are conducted during work time. When recommended by the employer, employees shall be permitted to attend approved classes during work hours without loss of pay. Tuition for such classes will be paid by the employer.
- D. The committee will conduct an assessment of employer and employee needs to serve as the basis for program planning and development. The needs assessment will be used to prepare an outline of programs to be developed and implemented. A timetable will also be established to aid in the planning and development activities. All programs which are developed must be consistent with the terms and conditions of this Agreement and shall not abridge the rights of any individual employee. Program plans are to be submitted to the Assistant Superintendent for Business and Auxiliary Services for review prior to implementation. Programs will be provided based on the availability of resources to conduct such programs.

**ARTICLE XIV  
MECHANICS TOOLS**

- A. The Board of Education recognizes that the district mechanics incur expenditures to maintain and purchase tools. It is agreed that a committee will be established with representation from the Transportation Department and the mechanics to determine the purchase of specialty tools on an annual basis. Specialty tools are defined as items that are:
- Used on a limited basis.
  - Usually more costly than standard tools.
- B. The committee will recommend the number and type of tools to be purchased. Final approval of all purchases will be made by the Director of Transportation Services.
- C. Beginning July 1 of each year, mechanics that have completed 12 months as a District 15 mechanic will be provided a tool allowance. Mechanics shall provide the District a receipt confirming such purchase. The reimbursement shall be equal to the amount paid, not to exceed \$500 annually.

**ARTICLE XIV  
IMRF**

All employees, except as otherwise specified, shall come under the provisions of the Illinois Municipal Retirement Fund as provided by state statute.

**ARTICLE XVI  
INSURANCE**

The health, dental, and vision insurance benefit plans for employees in the SEIU bargaining unit will be the same as those that are provided to the teachers in the school district. During the term of this Agreement, the employee premium payment for dependent health insurance will be 50% of the total premium.

**ARTICLE XVII  
MISCELLANEOUS**

- A. Duly authorized representatives of the union shall have the right to use the District mail service, staff mailboxes, and bulletin boards for the following purposes:
- notices of union meetings
  - minutes of meetings
  - union election notifications
  - results of elections
  - social, educational, and recreational activities of the union.
- B. All visitors to schools and/or facilities who are not employed at that school or facility are required to report to the main office upon arrival.
- C. Employees required by the employer to attend training sessions shall be compensated for attendance plus any expenses in connection thereto.

- D. Appropriate in-service training meetings for employees covered by this Agreement will be held as determined by the administration.
- E. The Board understands it has a responsibility to provide employees with a safe and healthy work environment. Employees are expected to follow suggestions and recommendations established by the District Safety Committee, provided employees are properly notified of suggestions and recommendations of the committee.
- F. Employees assigned to work other than their own and at a higher classification as established by the starting salary rate shall be paid an additional \$5.00 per hour.
- G. Overtime pay for callbacks outside an employee's regular work schedule will be guaranteed at a minimum of three (3) hours.
- H. Employees in the bargaining unit will be evaluated once annually by April 15<sup>th</sup>.
- I. Overtime pay shall be at the rate of 1.5 times the regular rate of pay for work hours that exceed 40 in a work week. Paid holidays or other paid leave days, with the exception of paid sick leave days, pursuant to this Agreement, shall be included as actual time worked for purposes of computing eligibility for overtime pay. Paid sick leave days shall not be included as actual time worked for purposes of computing eligibility for overtime pay.
- J. Employees called into work for an emergency before or after their 8 hours shall receive pay at 1.5 times the regular rate of pay for the additional work hours regardless of whether they have exceeded 40 hours in a work week as defined immediately above in Section I. An emergency is defined as an unplanned weather or building related problem for which the employee is called into work with less than 12 hours of prior notice.
- K. Employees covered by this Agreement may submit input to the District Health Insurance Committee for consideration.
- L. The board agrees to permit the union chairperson or designee to use up to eight (8) hours per month for the purpose of conducting official union business related to District 15, with the approval of the employee's immediate supervisor and the manager of environmental services.

**ARTICLE XVIII  
INJURY ON THE JOB**

- A. Employees who are injured while working for the school district and who qualify for Worker's Compensation will receive full pay for the first three (3) days absent due to injury on the job with 1/3 day deducted from their accumulated sick leave. Employees who have exhausted all of their sick leave or who do not qualify for sick leave will receive 2/3 pay for the first three days absent due to injury on the job.

- B. If an employee is disabled more than three (3) days, he or she may draw upon his or her accumulated sick leave or vacation time based on the following formula:
- C. Regular daily salary rate - Worker's Compensation Rate = portion of accumulated sick leave or vacation to be deducted from the regular daily salary rate.
- D. If the lost time continues to 14 days or beyond, the above formula will apply from the first day the employee is absent.

**ARTICLE XVII  
METROPOLITAN L. CREDIT UNION**

The employer agrees to provide payroll deduction for the Credit Union of Local No.73. The union shall provide a copy of the Credit Union Application Form to the District payroll department specifying the amount of money to be deducted per paycheck. The union agrees to indemnify the Board for any erroneous collections of money and to hold the Board harmless for any money turned over to the Metropolitan L. Credit Union.

**ARTICLE XVIII  
NO STRIKE CLAUSE**

- A. 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 the Agreement instigate or participate directly or indirectly, in any strike, concerted sick call, concerted withdrawal of services, slow down, walkout, work stoppage, picketing, or other interference with any operation of the Board. The union shall cooperate with the Board throughout said period in continuing operations in a normal manner and shall actively discourage and 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 reason be placed at the premises of School District 15.
- B. The Board agrees that during the term of this Agreement, it will not lock out any of its employees covered hereby.
- C. Participation during the term of this Agreement in any strike, concerted sick call, concerted withdrawal of services, slow down, walkout, work stoppage, picketing, or other interference with the Board's operation in violation of this article, shall be just cause for dismissal or other disciplinary action by and in the sole discretion of the Board for any or all employees participating therein. In the event any violation of this article occurs, the union shall promptly notify all employees covered by the Agreement that the strike, concerted sick call, concerted withdrawal of services, slow down, walkout, 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 employees covered by this Agreement to return to work at once.

**ARTICLE XXI  
SUBCONTRACTING**

- A. The District agrees that upon considering subcontracting of any work presently performed by an employee in the bargaining unit, but that will not result in a reduction-in-force, it shall:
1. Notify the Union in advance of subcontracting, and
  2. Upon request, meet with the Union prior to letting contracts for the purpose of discussing alternatives to subcontracting of bargaining unit work.
- B. If the District is considering subcontracting any work presently performed by an employee in the bargaining unit which will result in a reduction-in-force, the District will notify the Union no later than six (6) months prior to entering into the subcontract.

**ARTICLE XXII  
FAIR SHARE**

- A. Each bargaining unit employee shall join 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, or pay a fair share fee to the Union for the cost of services rendered by the Union that are chargeable to non-members under state and federal law. The fair share fee shall not exceed the dues uniformly required of members of the Union. When a bargaining unit employee joins the Union, he or she must maintain membership or pay the fair share fee.
- B. In the event that the bargaining unit employee does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Union by the Board no later than ten (10) days following deduction.
- D. The parties expressly recognize the rights of non-members based upon the bona fide religious tenets or teachings of a church or religious body as provided for in Section XI of the Illinois Education Labor Relations Act.
- E. In the event any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
- The employer gives immediate notice of such action in writing to the Union and permits the Union intervention as a party if it so desires, and
  - The employer gives full complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- F. The Union agrees that in any action so defended, it will indemnify and hold harmless

the employer from any liability or damages and costs imposed by a final judgment or court or administrative agency as direct consequences of the employer's non-negligent compliance with this Article. It is expressly understood that this same harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.










**ARTICLE XXIII  
RATIFICATION**







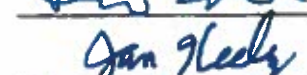


This Agreement, upon ratification by both parties, replaces and supersedes in entirety any and all other prior Agreements in effect between the parties and will remain in effect until June 30, 2021. Notification to change or modify this Agreement shall be made in writing prior to June 30, 2021.

IN WITNESS WHEREOF, the parties hereto, acting by their respective duly authorized representatives have executed and delivered this Agreement on December 15, 2017.

**BOARD OF EDUCATION  
OF COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT 15**

 Michael Smolka  
 Barbara Kain  
 Lisa Nuss  
 Corey Bultmeier  
 Adam Palmer  
 Craig Phillips  
 Van Le

**LOCAL NO. 73,  
SERVICE EMPLOYEES INTERNATIONAL  
UNION**

 Dian Palmer  
 SEIU Trustee  
 Negotiating Team for SEIU  
 Richard Perry  
 Jim Hilbert  
 Mark Exline  
 Matt Zastrow  
 Steve Walsh  
 Brad Downey  
 Jan Keeley  
 Carmen Dickenson  
 SEIU Local 73 Representative

**APPENDIX A**  
Service Recognition Benefit  
Cost Containment Program

- A. This program will be open to a total of seven (7) eligible employees until December 31, 2018.
- B. Eligible employees must:
1. submit an irrevocable notice of intent to retire on or before April 1, 2018, with a retirement date no later than December 31, 2018. If an employee submitting a notice is not one of the 7 most senior employees eligible to retire under this program, then the retirement date can be no earlier than April 30, 2018. If the employee is one of the 7 most senior employees eligible to retire under this program, then the retirement date may be earlier than April 30, 2018.
  2. have twenty (20) consecutive years of full-time employment in the school district;
  3. be age fifty-five (55); and be otherwise eligible for retirement through the Illinois Municipal Retirement Fund (IMRF).
  4. The employees must work through their declared date of retirement.
  5. Eligibility for participation will be based on seniority.
- C. This incentive program will sunset on December 31, 2018 and will not continue into a successor contract.
- D. Costs:
1. Eligible employees receive incentive lump sum payment of \$9,000 that does not exceed (6%) towards IMRF.
  2. The incentive payment will be made so as to avoid IMRF accelerations and penalties.
  3. Any remaining payment over (6%), per D.1 and D.2 above, will be paid out in the first regular pay period after separation.

**APPENDIX B**  
**SALARIES**  
Starting Annual Rates

Category	Position	Beginning Salary
A	Custodian	38,483
A	Laborer	38,483
A	Driver (Internal Services, Nutrition Services, Utility)	38,914
A	Warehouse/Delivery Assistant (Nutrition Services)	38,914
A	Warehouse (Central Distribution)	38,914
A	Apprentice Mechanic	42,855
A	Warehouse (Nutrition Services)	43,914
B	Head Custodian	48,334
C	Maintenance	50,490
C	Mechanic	50,490
D	Security	51,106

**Starting Hourly Rates**

Substitute Custodian	\$16.25/hour
Part-Time Custodian	\$17.47/hour

Annual Increases for continued employment:

2017-18	2% increase
2018-19	2% increase
2019-20	2% increase
2020-21	2% increase

## **APPENDIX C STIPENDS**

### ***Mechanic/Journeyman Stipend***

Applications for the Journeyman stipend will be accepted on July 1 of each year, with the final decision on awarding journeyman status being the responsibility of the Board of Education.

The amount of the mechanic/journeyman stipend is **\$3,000/year**.

### ***Maintenance/Journeyman Stipend***

The Journeyman stipend application process will be made available to employees once a year on July 1. The District will determine the criteria that employees must meet to qualify for the stipend and the application and review process to be used. Maintenance employees may qualify for only one journeyman stipend.

The amount of the maintenance/journeyman stipend is **\$3,000/year**.

### ***Winston Campus Head Custodian Stipend***

The head custodian at Winston Campus will receive a stipend for the additional duties required to maintain the building and grounds.

The amount of the Winston Campus Head Custodial stipend is **\$5,000/year**.

**APPENDIX D**  
**JOB DESCRIPTIONS**

A committee will be formed with representatives from both the District and SEIU to review and update the job descriptions. To the extent that the parties cannot agree upon an aspect of a job description, the final decision shall be made by the Assistant Superintendent of Personnel and Human Resources.

## JOB DESCRIPTION

**TITLE:** Custodian (Category A)  
**LOCATION:** Various  
**FLSA EXEMPT:** No  
**REPORTS TO:** Building Principal  
Manager of Environmental Services  
**ANNUAL WORK DAYS:** 260

### Essential Duties and Responsibilities

- Directly responsible to the Head Custodian.
- Perform all phases of the housekeeping and operations assigned by the Head Custodian.
- Perform work required for the routine cleaning and upkeep of the building.
- Mop, sweep, scrub floors and other surfaces.
- Clean, renovate, and renew floor surfaces.
- Clean and dust furniture, exhibit cases, fixtures, windows, doors, trim, and related furnishings.
- Wash and/or clean windows and door glass.
- Move furniture, supplies, and miscellaneous equipment as directed.
- Collect all waste paper and debris and dispose of according to building operations.
- Clean and service all toilets and restrooms.
- Clean drinking fountains and wash basins.
- Report items that require repair.
- Lock and secure all doors and windows before leaving building at the end of the day.
- Perform all other such duties assigned by the Head Custodian, Principal, or Supervisor of Buildings and Grounds.
- Report any injury or accident immediately. Assist the head custodian in filling out the proper forms relating to the injury or accident.

### Primary Relationships

- Manager of Environmental Services and Principal: All personnel in the school building are under the supervision of both the Manager of Environmental Services and the principal. Custodians will be responsible for directions given directly by the principal or through the head custodian.
- Head Custodian: The custodian is responsible directly to the head custodian in the building.
- Supervisor of Custodial Services: The custodian shall be under the technical supervision of the supervisor for custodial services' office. He or she shall be responsive to instructions or recommendations of the supervisor relative to the manner in which the job is performed. The supervisor of custodial services is the primary source of information and guidance in the performance of head custodian duties.
- Teachers: Custodians, as members of the building support staff, are requested to be responsive to reasonable requests of teachers for assistance. The principal will indicate guidelines for the extent and scope of such assistance.
- Students: The custodian's first concern with students shall be for their safety and well being. Conduct towards students must at all times be exemplary. The attitude should be one of helpfulness within the limits of assigned duties.

## **JOB DESCRIPTION**

**TITLE:** Laborer (Category A)  
**LOCATION:** Maintenance Department  
**FLSA EXEMPT:** No  
**REPORTS TO:** Manager of Environmental Services  
**ANNUAL WORK DAYS:** 260

### **Essential Duties and Responsibilities**

- Receives oral and written instructions daily on work to be performed.
- Responsible for assisting the maintenance mechanic in performing repairs, construction, and preventative maintenance to buildings and equipment.
- Performs various tasks individually, as directed.
- Assists in the maintenance mechanic in performing interior and exterior plumbing, general carpentry and electrical repair, construction and preventative maintenance.
- Makes scheduled inspections of buildings, structures, and adjoining grounds to detect defects and signs of deterioration. Reports discrepancies to maintenance mechanic or supervisor.
- Performs some routine electrical repairs, replaces and makes minor repairs, replaces sockets, plugs, and outlets.
- Nails down loose boards, repairs door hinges, and other minor repairs.
- Performs preventative maintenance of equipment such as oiling moving parts, motor bearings, etc.
- Assist in inspection of equipment to detect worn or damaged parts.
- May perform touch-up painting in areas where repairs are made.
- Performs grounds or outdoor work, cutting grass, trimming, etc.
- Performs other related duties as assigned.

### **Education, Experience, and Skills Required**

- High school graduate or equivalent.
- Knowledge and ability to use hand tools, rulers, and power tools. Mechanical aptitude.

## **JOB DESCRIPTION**

**TITLE:** Internal Services Driver (Category A)  
**LOCATION:** Various  
**FLSA EXEMPT:** No  
**REPORTS TO:** Manager of Environmental Services  
**ANNUAL WORK DAYS:** 260 Days

### **Essential Duties and Responsibilities**

- Deliver and pick up mail, as needed.
- Deliver and pick up supplies and equipment, as directed.
- Make money pick up at designated schools and the bank delivery/pick up.
- Sort, prepare and deliver outgoing mail. Operate the postage meter.
- Assume overtime and emergency assignments during off hours on a rotating basis.
- Assume other responsibilities when school is not in session, such as working with the maintenance and custodial departments.
- Assume other responsibilities as may be assigned from time to time.

### **Education, Experience, and Skills Required**

- Must be at least 21 years of age and a good driving record.
- High school graduate or equivalent.
- Prompt, reliable and dependable.
- Posses valid CDL and Illinois driver's license and able to drive a standard transmission.
- Be safety minded, neat and able to get along with numerous people district-wide.
- Able to lift 50-75 pounds.



## **JOB DESCRIPTION**

**TITLE:** Nutrition Services Delivery Driver (Category A)  
**LOCATION:** Food Services  
**FLSA EXEMPT:** No  
**REPORTS TO:** Director of Nutritional Services  
**ANNUAL WORK DAYS:** 260/173 (prorated)

### **Essential Duties and Responsibilities**

- Safe delivery of satellite school lunches and on site food items.
- Pick up empty racks and unload at central kitchen.
- Perform duties in keeping with the procedures and methods established by the nutrition services department.
- Load truck with all items for school sites. Ensure that all items required are loaded and delivered.
- Maintain proper refrigeration temperatures for food items.
- Unload items safely at schools and put food in refrigerator to maintain safe temperatures and HACCP standards. Non-food items placed in appropriate locations.
- Return empty racks to the central kitchen.
- Pickup and/or take food and/or non-food items to schools if needed.
- Custodial responsibilities including, but not limited to and sweeping and mopping central kitchen area, cleaning bathroom and lounge area to maintain district/nutrition service standards.
- Assist in keeping dock garage areas clean and free of debris.
- Perform other duties as required.

### **Education, Experience, and Skills Required**

- High school diploma or equivalent.
- Excellent driving record.
- Hold a valid commercial driver's license (CDL-B).
- Knowledge of HACCP

## **JOB DESCRIPTION**

**TITLE:** Utility Driver/Transportation Delivery (Category A)  
**LOCATION:** Transportation  
**FLSA EXEMPT:** No  
**REPORTS TO:** Director of Transportation  
**ANNUAL WORK DAYS:** 260

### **Essential Duties and Responsibilities**

- Check the oil of all vehicles in the bus fleet and fill as required two times per week.
- Ensure that the buses are locked and the lot is secured at the end of each day.
- Pick up parts for mechanics as needed.
- Organize and clean the parts storage room and the shop area.
- Under the direction of the mechanic, make minor repairs on the buses such as replacing lights, mirrors, tires, etc.
- Assist in conducting regular service checks on buses.
- Assist mechanics on service calls as needed.
- Perform additional tasks as required by management.

### **Education, Experience, and Skills Required**

- Must be at least 21 years of age and a good driving record.
- High school graduate or equivalent.
- Prompt, reliable and dependable.
- Posses valid CDL and Illinois driver's license and able to drive a standard transmission.
- Be safety minded, neat and able to get along with numerous people district-wide.
- Able to lift 50-75 pounds.
- Basic mechanical knowledge of automobiles is preferred.

## **JOB DESCRIPTION**

**TITLE:** Warehouse/Delivery Assistant - Nutrition Services  
(Category A)  
**LOCATION:** Nutrition Services Department -Walter R. Sundling  
**FLSA EXEMPT:** No  
**REPORTS TO:** Director of Nutrition Services  
Line Coordinator  
**ANNUAL WORK DAYS:** 189

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Assist in receiving, sorting, and storing multiple deliveries of food products and supplies for Central Kitchen under guidance of Warehouse Worker.
  - Matches invoices with delivery goods -reporting any shortages or substitutions to the Warehouse.
  - Checks and insures that all perishable products are dated appropriately for use.
  - Understands first-in, first-out (FIFO) procedures and assists in maintaining proper storage and rotation of food supplies in the warehouse, refrigerator, and freezers.
- Fill requisition requests to the Central Kitchen and on-site kitchens on a daily basis and assist in ensuring items are available and marked for drivers.
- Keep warehouse and kitchen clean and clear of debris and garbage during production hours.
- Maintain personal hygiene that is appropriate for working with food products in the kitchen and warehouse areas.
- Perform custodial duties as directed by Warehouse.
- Able to clean floors, washrooms, laundry area and office.
- Able to drive and load/unload department delivery truck as needed.
- Perform other duties as assigned.

### **EDUCATION, EXPERIENCE, AND SKILLS REQUIRED**

- High school diploma or equivalent.
- Previous warehousing experience, preferably in a food service environment.
- Knowledge in tracking warehouse inventory.
- Able to lift 70 pounds.
- Ability to maneuver and operate pallet jacks.
- Hold a valid CDL license.
- Preferred completion of a valid sanitation certification.
- Ability to demonstrate organizational skills in receiving, storage, and issuing of all food and supplies.
- Ability to work cooperatively with others.
- Ability to work under conditions in the department that require handling of merchandise, scheduling, interruptions, and emergencies as they arise.

## **JOB DESCRIPTION**

**TITLE:** Warehouse Worker - Central Distribution (Category A)  
**LOCATION:** Central Distribution Facility  
**REPORTS TO:** Manager of Environmental Services  
**FLSA EXEMPT:** No  
**ANNUAL WORK DAYS:** 260

### **Essential Duties and Responsibilities**

- Responsible for receiving, storing, and delivering products to warehouse or school facilities
- Assist in inventory of furniture, equipment and supplies
- Move furniture and equipment of various nature to schools and/or other structures.
- Take deliveries at receiving warehouse
- Catalog received deliveries, sort and process
- Stage and/or stack deliveries and supplies
- Pick up furniture or equipment from buildings and transport to warehouse or school buildings
- Stack and arrange products, furniture or supplies at CDF, CLA and WRS.
- Assist in the cataloging and inventory of equipment, supplies, or furniture.
- Perform other duties as assigned.

### **Education, Experience, and Skills Required**

- Must be 21 years old and have good driving record
- Hold a valid Illinois CDL license
- High school graduate or equivalent
- Ability to drive vehicles with standard transmission
- Ability to lift 50-75 pounds and be physically fit
- Be safety minded, neat and able to get along with numerous people district-wide
- Must be able to demonstrate good organizational skills
- Previous experience in a warehouse operation is desired.
- Must be flexible and able to handle interruptions and emergencies effectively.

## **JOB DESCRIPTION**

**TITLE:** Apprentice Mechanic (Category A)  
**LOCATION:** Transportation  
**FLSA EXEMPT:** No  
**REPORTS TO:** Director of Transportation  
**ANNUAL WORK DAYS:** 260

### **Essential Duties and Responsibilities**

- Responsible for assisting the mechanics in repairing school buses and performing routine service on all vehicles in the fleet.
- Change the oil on all buses in the fleet on a regular basis and perform minor mechanical repairs.
- Assist the mechanics with major repairs.
- Ensure that the transportation facility is secure at the end of each day.
- Act as utility driver when needed.
- Respond to service calls as needed or assigned.
- Complete additional tasks as required by management.

### **Education, Experience, and Skills Required**

- Must be 21 years of age and have a good driving record.
- Must hold or qualify for a commercial driver's license (CDL-B).
- Must have knowledge of routine maintenance required for automobiles or other vehicles and be able to perform a service check on a car, truck, or bus.

## JOB DESCRIPTION

**TITLE:** Warehouse Worker - Nutrition Services (Category A)  
**LOCATION:** Nutrition Services Department - Walter R. Sundling  
**REPORTS TO:** Director of Nutrition Services  
**FLSA EXEMPT:** No  
**ANNUAL WORK DAYS:** 260

### **Essential Duties and Responsibilities**

- Establish efficient operations between warehouse, central kitchen and nutrition service locations throughout the district in a safe and sanitary environment.
- Plan, direct and assist in receiving, marking, storing, and delivering of all food and non-food items.
- Supervise the overall receipt, recording and inspection of incoming warehouse items to ensure product is delivered in a sanitary and wholesome condition with adequate usage dates.
- Organize warehouse and drivers on daily assignments to best benefit departmental activities based on weather, delivery schedules, staff absences.
- Maintain proper storage requirements, optimum placement, rotation of food and supplies, and proper method of inventory control in the warehouse refrigerator and freezer.
- Understand and follow FIFO procedures.
- Receive incoming invoices of delivered goods.
- Report shortages, damages and other discrepancies to Central Kitchen Manager and office.
- Work closely with Director, Assistant Director, Kitchen Manager and other managers to identify and develop procedures to streamline warehouse operation.
- Develop inventory procedures and train and assist warehouse drivers on these procedures.
- Direct staff in proper cleaning procedures of kitchen, warehouse and office.
- Fill requisition requests to the central kitchen on a daily basis.
- Ensure that warehouse and kitchen are kept clean and clear of debris and garbage during production hours.
- Ensure that kitchen floors, washrooms, laundry area, and office are cleaned on a daily basis.
- Maintain personal hygiene that is appropriate for working with food products in the kitchen and warehouse areas.
- Assist in the organization and delivery of summer programs.
- Provide recommendations on equipment needs.
- Assist in the organization of staff for holidays/time off.
- Maintain cleaning schedule of all walk-in refrigerators and freezers.
- Able to drive and load/unload department delivery truck as needed.
- Performs other duties as assigned.

### **Education, Experience, and Skills Required**

- High school diploma or equivalency
- Previous warehouse experience preferred
- Must have Illinois Sanitation Certification or willing to obtain one within three (3) months of employment
- Ability to multi-task, work effectively and efficiently without direct supervision
- Able to communicate effectively

**JOB DESCRIPTION**

Warehouse Worker - Nutrition Services  
(continued)

- Must have valid CDL
- Be able to lift 70 pounds, use pallet jacks, bend, squat and stand for extended periods of time

## JOB DESCRIPTION

**TITLE:** Head Custodian  
(Category B)  
**LOCATION:** Various  
**FLSA EXEMPT:** No  
**REPORTS TO:** Building Principal & Manager of Environmental Services  
**ANNUAL WORK DAYS:** 260

### Essential Duties and Responsibilities

- Responsible for the custodial program in a building assigned.
- Responsible for promoting a safe, healthy, and pleasant school environment.
- As a member of the custodial staff may, as the occasion arises, or as scheduled, perform any or all duties of a custodian.
- Provide the leadership necessary to establish cleaning and sanitation of the school as a top priority.
- Take charge of all aspects of the physical operation of the building to which assigned.
- In consultation with the principal and supervisor of the custodial services, develop a work schedule for all custodians in the building.
- Assign personnel to cover the building for scheduled activities pertaining to the school operation and non-school activities.
- Train and instruct new personnel in the performance of their duties.
- Supervise the work of all custodial personnel assigned to the building.
- Recommend to the supervisor of custodial services necessary maintenance supplies and equipment.
- Assist in the development of the annual budget for the operations and maintenance.
- Be responsible for the proper and economical use of all supplies, tools, and equipment assigned to the building.
- See that the rules, regulations, and policies governing safety and the use of facilities are enforced.
- Keep required records and reports.
- In consultation with the principal, recommend the promotion of an individual custodian who performs duties as well and the termination of those who are not performing the job in a satisfactory manner.
- Report all injuries and accidents immediately to the principal of the building and complete the appropriate forms relating to the injury or accident.
- The head custodian has the responsibility of maintaining all mechanical equipment in the building and making repairs inclusive of minor carpentry, plumbing, electrical repairs (such as ballast replacements), temperature control, and mechanical systems.
- The head custodian is responsible for maintaining and trimming shrubbery and grass around the building and disposing of paper and debris on the grounds of the school.
- Snow removal of sidewalks, paths, and entries around the building.
- The head custodian must be proficient in the use of computers to perform job related duties including but not limited to: email communications, work orders, service calls, and energy management.
- The head custodian will perform such other duties assigned by the principal or Supervisor of Custodial Services.



## **JOB DESCRIPTION**

Head Custodian  
(continued)

### **Primary Relationships**

- Manager of Environmental Services and Principal: The head custodian reports directly to both the Manager of Environmental Services and the building Principal.
- Teachers: The custodial staff, as members of the support services team, is expected to be responsible to reasonable requests of teachers under guidelines of the principal. the relationship should be one of helpful cooperation.
- Custodians: The head custodian is responsible for training and direct supervision of custodians assigned to his or her building.
- Supervisor of Custodial Services: The head custodian shall be under the technical supervision of the supervisor of buildings and grounds office. He or she shall be responsive to instructions or recommendations of the supervisor relative to the manner in which the job is performed. The supervisor of buildings and grounds is the primary source of information and guidance in the performance of head custodian duties.
- Students: A head custodian's first concern with students is for their safety and well being. Relationships with students are governed by the highest standards of conduct and concern within the context of assigned responsibilities.

### **Education, Experience, and Skills Required**

- Preferred completion of the Illinois Association of School Business Officials Facilities Operations Courses specializing in Custodial Operations.

## JOB DESCRIPTION

**TITLE:** Maintenance (Category C)  
**LOCATION:** Various  
**FLSA EXEMPT:** No  
**REPORTS TO:** Manager of Environmental Services  
**ANNUAL WORK DAYS:** 260

### **Essential Duties and Responsibilities**

- Performs all phases of building and grounds maintenance and related work.
- Responds to emergency situations of a mechanical nature.
- Performs general grounds, maintenance, repair, and construction work in two or more trades.
- Able to receive general instructions and exercise initiative and latitude in determining technical details of assignments.
- Performs all work incidental to construction of small structures or minor remodeling of buildings.
- Constructs or repairs sidewalks and makes masonry repairs.
- Resurface and repair roofs.
- Paint interior and exterior of buildings.
- Make electrical installations and repairs.
- Inspect and repair or replace plumbing, piping, fixtures, traps, valves, gauges, pumps, coils, gaskets, and related work.
- Construct shelves, cabinets, and other simple furniture as well as repair desks, tables, chairs, and other furniture.
- Operate tractor equipped with front loader and backhoe, install drainage lines, and make minor blacktop repair. Diagnose and make repairs on any mechanical equipment within the scope of training, experience, and ability; refer repairs beyond ability to immediate supervisor.
- Respond to any emergency requests within the scope of ability.
- Report all injuries and accidents to the supervisor of maintenance and assist with preparing proper forms.
- Assist with snow plowing and grounds.
- Perform such other duties as may be assigned or requested by the supervisor of maintenance or the supervisor of custodial services.
- Routine manual work in planting, fertilizing, spray lawns, shrubs, and trees.
- Responsible for the pruning of trees and shrubs and mowing and trimming grounds areas.
- Keep assigned parking lots and sidewalks clear of snow.
- Keep blacktop and other outside grounds area in good repair.
- Keep tools, mechanical equipment, vehicles, and tractors owned by the district in clean condition and good repair.
- Remove all debris from school grounds and parking lots and dispose of properly.
- Install playground equipment and keep pea gravel underneath equipment when requested by the principal and approved by the supervisor of custodial services.
- During times of the year when outside work is not required, complete inside work as directed by the supervisor of maintenance.

## **JOB DESCRIPTION**

Maintenance  
(continued)

### **Primary Relationships**

- Supervisor of Maintenance: Maintenance employees generally receive instructions and report to the supervisor of maintenance but, on occasion, may be directed by the manager of environmental services for specific tasks.
- Principals and Coordinators: In the interest of orderly procedure, the maintenance employees receive instructions for the Supervisor of Maintenance. They may, however, respond to reasonable requests for minor maintenance tasks by administrators when is feasible.
- Teachers and Students: As part of the non-instructional team, maintenance employees help prove the environment for learning and practice courtesy and consideration in all contacts with other staff members and students.

### **Primary Relationships**

- May be required to hold a commercial driver's license (CDL)

## JOB DESCRIPTION

**TITLE:** Mechanic (Category C)  
**LOCATION:** Various  
**FLSA EXEMPT:** No  
**REPORTS TO:** Director of Transportation  
**ANNUAL WORK DAYS:** 260

### **Essential Duties and Responsibilities**

- Responsible for repairing and maintaining the school bus fleet in order to provide transportation services for the school district.
- Must possess a complete set of basic tools at the time of employment.
- Perform brake inspections every 10,000 miles on each school bus to ensure safety.
- Perform minor and major repairs on all District 15 vehicles.
- Unlock gates, buses, and buildings as required for job function.
- Check all buses in the fleet on school days to make sure they are started and running so drivers can begin their routes on time as required by the shop foreman.
- Perform the duties of the apprentice mechanic and utility driver as needed.
- Respond to all service calls involving bus breakdowns and accidents.
- Complete additional tasks as assigned by management.

### **Education, Experience, and Skills Required**

- Must be a minimum of 21 years old and have a good driving record.
- Must hold a commercial driver's license (CDL-B)
- Must be able to perform minor/major repairs on buses or similar vehicles.
- Previous experience as a mechanic is desired.
- Must be able to carry out physical requirements of job responsibilities.
- School Bus ASE Certified preferred.

## JOB DESCRIPTION

**TITLE:** Security (Category D)  
**LOCATION:** Various  
**FLSA EXEMPT:** No  
**REPORTS TO:** Manager of Environmental Services  
**ANNUAL WORK DAYS:** 260

### **Essential Duties and Responsibilities**

- Provide security building checks and serve as a substitute for custodians and head custodians.
- Work schedule includes weekends, holidays, and evening hours without overtime pay for the first 40 hours worked during the week. The schedule will be established by the Supervisor of Custodial Services.
- Check all buildings when school is not in session including weekends, holidays, and breaks.
- Perform minor repairs on any mechanical equipment that is not functioning properly. If backup assistance is needed, follow the appropriate repair procedures.
- If vandalism has occurred at one of the buildings, notify the police immediately and take appropriate steps to temporarily repair and damage. Contact the supervisor of custodial services and head custodian, if necessary.
- Substitute for head custodian or night custodians who are absent and perform all duties normally assigned to that employee.
- Utilize computer to input new and completed work orders.
- Complete all other tasks as assigned.

### **Education, Experience, and Skills Required**

- Previous experience as a custodian or similar position is required.
- Must have knowledge of mechanical systems in schools and be able to make minor repairs.
- Should be an independent worker who requires little direct supervision in order to complete duties.
- Knowledge of school cleaning procedures is required.
- Must have good attendance record in previous employment and possess the physical ability to complete work required.

# **EXHIBIT D**

# NEGOTIATED AGREEMENT 2012-2017

between



Community Consolidated School District 15  
Board of Education

and



S.E.I.U. Local No. 73

**EXHIBIT D**

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## Community Consolidated School District 15

### Board of Education

Timothy Millar, President  
Scott Herr, Vice President  
Peggy Babcock, Secretary  
Richard L. Bokor  
Gerard Iannuzzelli  
David W. Sieffert  
Manjula Sriram

### Superintendent of Schools

Scott B. Thompson



## MEMORANDUM OF UNDERSTANDING AND WORKING AGREEMENT

THIS AGREEMENT, made and entered into as of July 1, 2012 by and between the BOARD OF EDUCATION OF SCHOOL DISTRICT 15 of Illinois, hereinafter referred to as the "Board" and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL No. 73, hereinafter called "Union."

The Board of Education of Community Consolidated School District 15 and the Service Employees Union Local No. 73, S.E.I.U. agree that the Board has the full and exclusive responsibility for providing high quality education for the children of District 15 and of carrying on vital and continuous programs in the field of education for the benefit of both the children and the community at large.

WITNESSETH:

THAT 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 the Constitution of the United States; and

WHEREAS, the Board recognizes the union as the exclusive bargaining representative for the personnel covered by the 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 15 and its programs; and set forth herein rates of pay, hours of work, and certain specified conditions of employment for the personnel covered by this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants herein contained, the parties hereto agree in matters relating to wages and hours of employment as follows:

### **I. RECOGNITION**

- A. The Board recognizes the union as the sole and exclusive bargaining representative for its full-time and regular part-time school year custodial, maintenance, internal services, and transportation mechanic personnel, except for those persons designated as non-working supervisors or in comparable roles. For the purpose of this Agreement, the term employees shall include all personnel listed under the terms of this Agreement. This statement does not exclude any non-certified employee from voluntary union membership subject to the provisions of Section II below. Additional classifications may be added by mutual consent of the parties.

### **II. UNION SECURITY**

- A. The employer agrees that it will not discriminate against any employee because of his or her affiliation with the union, nor will the employer in any way discourage any employee from joining the union and/or discriminate because of legitimate union activity. The employer further agrees to inform all present employees and all new employees, hired after the signing of the Agreement, that Local No. 73 Service Employees International Union is the exclusive bargaining representative of employees in the unit and that all matters of grievance must be handled through the procedures required by this Agreement.

**EXHIBIT D**

- B. CHECK OFF OF UNION DUES: The employer agrees to deduct regular monthly dues uniformly required as a condition of the union membership from the wages of the employees who become or are union members and remit such dues to the union, providing the employee signs and submits to the employer a written authorization 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 No.73 which is required to maintain me as a member in good standing in said union, in accordance with the bylaws of the union. The amount deducted each month shall be forwarded to the Secretary-Treasurer of Local No. 73. This authorization and direction shall be irrevocable for the period of two (2) years, or until the termination of the collective bargaining agreement between the Employer and Local No. 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 bargaining agreement between the Employer and Local No. 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 bargaining agreement between the Employer and Local No. 73, whichever occurs sooner.

The Secretary-Treasurer of the union shall certify to the employer the amount of the union dues and initiation fees, which shall be uniform. The union agrees to indemnify the Board for any erroneous collection of dues and to hold the Board harmless for any money turned over to the union.

### **III. S.E.I.U. COMMITTEE ON POLITICAL EDUCATION (COPE)**

- A. Upon receipt of a lawfully executed, written authorization from an employee, the District shall, during the term of this Agreement or until such authority is revoked by the employee in writing, deduct voluntary employee contributions to the S.E.I.U. Committee on Political Education (COPE), managed and operated by the union, in the amounts designated by the employee. Such deduction or deductions shall be made in twenty-four (24) equal installments and shall be remitted by the District to the union official designated by the union in writing to receive such funds. Employees who are hired after the first pay period of the fiscal year will have the deduction prorated for the remainder of the year. The S.E.I.U.–Committee on Political Education shall refund to the District or to the employee any contributions which may be deducted erroneously or any monies which may be remitted erroneously.
- B. The union agrees to indemnify and hold harmless the District against any and all claims, suits, orders, or judgments against the District resulting from any action taken or not taken by the District pursuant to the provisions of Section A of this article.

### **IV. MANAGEMENT RIGHTS**

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 a court of competent jurisdiction or, shall become inoperative because of any State or Federal law, the remaining portions of the 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 15, 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, assign,

and supervise employees; to suspend, discharge, and discipline employees for just cause; to determine and change starting times, quitting times, and shifts, and the number of hours to be worked by 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 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 this Agreement, subject only to the provisions specified in this Agreement.

## **V. SENIORITY AND PROBATION**

### **A. School District Seniority**

1. School District seniority is defined as the length of an employee's continuous employment by the Board.
2. All seniority shall be terminated:
  - a. When an employee is discharged for cause.
  - b. When an employee quits.
  - c. When an employee fails to report for work after a layoff, when properly notified in accordance with this Agreement.
  - d. When an employee is laid off for a period of more than two (2) years.
3. Absence due to injury or disease for which Worker's Compensation is payable shall not terminate seniority within the time limits as noted in Paragraph A, 2, d above.

### **B. Probationary Period**

1. All new employees shall be considered on a probationary trial basis for a period of seventy-five (75) working days excluding workdays that fall during the summer when the regular school year is not in session. The Board shall be the sole judge of acceptance of employees during the probationary period and no controversy concerning continued employment of these employees shall be deemed a grievance, provided, however, that probationary employees shall be subject to all terms of this Agreement not inconsistent with this clause.
2. The seniority of a new employee shall be established at the conclusion of the probationary period and shall begin as of the most recent date hired.

### **C. Promotions and Demotions**

1. It shall be the general policy of the school district to consider internal applicants for promotional vacancies before advertising and accepting applications from candidates who are outside the district. No internal applicant will be promoted unless he or she can demonstrate the ability to perform the required work of the vacant position.

Subject to the board's right to fill a vacancy on a temporary basis under paragraph 5, when a promotional vacancy occurs or a new position is created, notice will be posted for five (5) working days. Copies of the notice will be sent to each head custodian, each building principal for posting in the school, and the Union Chairperson. The posting will describe the position and advise that written applications will be accepted

from employees within the bargaining unit. The notice will specify the final date and hour for the receipt of the applications. After the closing date, the Personnel Office will provide the Manager of Environmental Services, principal or supervisor, and Union Chairperson with a list of all internal applicants who apply for promotional vacancies.

The Manager of Environmental Services will conduct the initial screening and submit a list of qualified applicants to the principal or supervisor for consideration. The Personnel Office will prepare a summary of each candidate's employment history in the school district that includes information on evaluation and absences which shall exclude FMLA qualifying or other legally protected absences. If an internal applicant is not selected as a qualified candidate to be interviewed, he or she may request a meeting with the manager of Environmental Services to review the reasons for not being included on the list. All qualified applicants for positions shall be interviewed by the principal or supervisor with the Union Chairperson or designee present. The Manager of Environmental Services and the Assistant Superintendent for Personnel and Human Services may be included in the interview. No teacher shall be included in the interview.

2. It is agreed that the Board, in exercising its judgment, will give consideration to the employee's entire service record with the school district. The term "entire service record" as herein used shall include the following:
  - Length of service
  - Ability to perform the work assigned
  - All formal evaluations conducted on the employee while working in the school district.

When an employee is promoted, he or she will be placed on a 60 working day probationary qualifying period. During that time, the designated employee or the Board may request return to the previous classification.

Internal applicants who are promoted will be compensated by a raise of 15%. If an employee is promoted and subsequently returns to his/her previous classification during the probationary qualifying period, he/she shall be placed at the salary step for his/her previous classification consistent with his/her continuous service.

If the Board elects to demote an employee after the probationary qualifying period, his/her new salary shall be determined by lowering the base salary of that employee by 15%. This paragraph shall not be construed to create any obligation on the part of the Board to demote, rather than to dismiss, such an employee.

#### D. Layoff and Rehire

1. In the event the Board of Education decides to reduce the number of classified personnel positions in the bargaining unit or discontinue some particular type of educational support service, the following guidelines will be in effect.
  - a. The Superintendent's recommendation regarding the dismissal or release of classified personnel or reduction in hours worked by classified personnel shall be based upon the length of continuing service with the school district within the respective category of positions.
  - b. The Superintendent may consider the requirements of available positions and the possibility of movement between classifications in reaching his/her recommendation.

- c. The following categories of positions shall be subject to the provisions of this policy:
  - Custodian/Utility Staff
  - Head Custodian
  - Internal Services
  - Maintenance
  - Mechanic
2. The immediate supervisor of any employee whose release or hours reduction is to be recommended to the Board of Education shall schedule an individual conference with that person to inform him or her of the administration's recommendation.
3. Any classified staff member removed or dismissed or has his or her hours reduced under this provision shall be notified in writing of the Board's decision by certified mail at least sixty (60) days before the date of renewal or dismissal or reduction in hours. The notification shall include a statement of honorable dismissal and the reason(s) therefore.
4. Vacancies for the following school term or within one (1) calendar year from the beginning of the following school term within a specific category of position or any other category of position shall be tendered to employees so removed or dismissed from that category of position in order of seniority, so far as they are qualified to hold such positions. When rehiring employees who have been honorably dismissed, the Board will notify them by certified mail at the last known address. If such employees do not notify the Board within five (5) days from the mailing date of such notice that they will report for work on the date specified, or give reasonable and acceptable reasons for unavoidable delay beyond such time, they shall be considered as having resigned and all seniority shall be terminated.
5. Any qualified staff dismissed or released pursuant to this provision shall be paid all earned compensation on or before the next payroll date following his or her last day of employment.

#### E. Seniority Lists

1. The Board shall furnish to the union two (2) copies of the current list of employees which shall include the employee's name, hiring date, and classification. The list will be provided to the union and posted in each building by February 1 of each year. If no errors are reported by the union within thirty (30) calendar days, the list shall be considered correct and stand as is without grievance.

#### F. Temporary Vacancies

1. A job will be considered vacant when an employee has resigned, is discharged, demoted, promoted, transferred, or when it is a newly created position. Any vacancy may be filled on a temporary basis for ninety (90) calendar days. The Board and the union can mutually agree to extend a temporary position beyond the 90-day limit.
2. When the time limit on a temporary vacancy expires, the job will be advertised as a permanent position and filled as per Paragraph D or C.
3. Employees temporarily assigned to a lower paid job shall receive their regular rate of pay.

## VI. GRIEVANCE PROCEDURE

### A. Definition

A grievance is defined as any controversy between the Board employees and any employee covered by this Agreement, which relates to a violation of any provision of this Agreement. All grievances must include the identification of the specific provision violated and an explanation that shows this Agreement has been violated.

B. For the purpose of representation in negotiations and in the grievance procedure, the Board recognizes the Union Grievance and Negotiations Committee of nine (9) members or stewards.

C. The union will keep the Board informed concerning current officers and representatives of Local No. 73.

D. Should any differences arise as to the meaning or application of any of the provisions of this Agreement, the grievance shall be processed in accordance with the following procedure; it being mutually agreed that an earnest effort shall be made by both parties predicated upon the exercise of good faith to settle such differences as expeditiously as possible pursuant to such procedure.

### E. Procedure

#### 1. Step One

Any employee with an alleged grievance, as defined by the provisions of this article, shall, within ten (10) working days of occurrence of the violation or interpretation, discuss the complaint with his/her immediate supervisor. The employee may be accompanied by the union steward and/or a duly authorized union representative, in this or any other level of the grievance procedure. It is agreed that all grievance meetings shall normally be held at a time that does not interfere with the needs of the school; at any rate, employees shall suffer no loss of pay by attending mutually agreed upon meetings. In Step One, the principal and/or the Assistant Superintendent for Personnel and Human Services shall be involved. If the difference is not settled satisfactorily at this level, the grievance shall be reduced to writing and processed to Step Two.

#### 2. Step Two

If the grievance remains unsettled in Step One, the employee may elect to advance the grievance to step 2 by submitting the grievance to the Manager of Environmental Services within five (5) working days. The involved parties, union steward, and Manager of Environmental Services shall meet again within five (5) working days after the receipt of the disposition to discuss the grievance at a mutually satisfactory time. The Manager of Environmental Services shall give his/her report in writing within five (5) working days after the meeting.

#### 3. Step Three

If the difference remains unsettled in Step Two, a written report may be submitted to the Assistant Superintendent for Business and Auxiliary Services of District 15 within five (5) working days. The Assistant Superintendent for Business and Auxiliary Services, involved parties, union representative of Local No. 73, and the union steward shall meet to discuss the grievance within five (5) working days after receipt of the written report from the Manager of Environmental Services. The Assistant Superintendent for Business and Auxiliary Services shall give his/her report in writing within five (5) working days after such meeting.

4. Step Four

If the difference still remains unsettled in Step Three, a written report may be submitted within five (5) working days to the Superintendent of Schools of District 15. A meeting time shall be established that will be satisfactory to the Superintendent or representative, and all parties involved within ten (10) working days, at which time the grievance will be resolved.

5. Step Five

Within ten (10) working days after receiving the decision of the Superintendent, Local No. 73 may submit the grievance to Arbitration.

F. Binding Arbitration

The arbitrator in his/her decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to the issue or issues presented by the parties and his/her decision must be based solely upon interpretation of the meaning of the express language of the Agreement.

G. Selection Process

The Board and the union will select a third party to act as the impartial arbitrator and the administrator of the proceedings which shall be held in a district building unless the parties mutually agree otherwise. The list of names can be provided by the American Arbitration Association or the Federal Mediation and Conciliation Service. Each party shall bear the full costs for its representation in the arbitration proceedings. The cost of the arbitrator, a certified court reporter, a written transcript and the American Arbitration Association shall be divided equally between the parties. However, each party shall be responsible for compensating its own representatives and/or witnesses.

## VII. EMPLOYEE BENEFITS

A. Holiday Pay

1. All full-time employees, with the exception of security employees, will receive pay for Board approved holidays which fall during regular working schedules. This pay shall be computed at the regular straight time rate. Security employees will be granted such holidays according to a schedule mutually agreeable to the employee and the Manager of Environmental Services.
2. Holidays that fall on weekends when school is not in session shall be observed as follows:



- a. A holiday falling on a Saturday will be observed the preceding Friday.
  - b. A holiday falling on a Sunday will be observed the following Monday.
3. To qualify for holiday pay, an employee must be present on the last work day before the holiday and the first work day after the holiday unless he or she has received prior approval for personal leave in accordance with Section D—Personal Business or vacation days. If an employee is sick on the day before or after a holiday, he or she may be required to furnish the employer with a doctor's statement in order to receive holiday pay.
  4. Employees who are required to report for work on a holiday, but fail to report for and perform such work, shall not be entitled to any holiday pay.
  5. Employees, except security employees, who work on a holiday shall be paid at one and one-half (1-1/2) times their regular straight time hourly rate for the hours actually worked.
  6. Paid Holidays: The following are designated paid holidays:

New Year's Day	Columbus Day
Martin L. King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Labor Day

Work performed on Good Friday shall be paid at time and one-half of the employee's regular rate unless it is a designated work day for other employees in the school district.

Other non-work days may be declared by the Board or Superintendent. If these non-work days fall on days when students are not in school, the Manager of Environmental Services may ask employees to volunteer to work on those days in exchange for another non-work day to be designated by mutual agreement between the Manager and employee. These non-work days are not official holidays and do not qualify for overtime pay.

If the number of holidays combined with paid non-work days falls below thirteen (13) during any year of this Agreement the Board agrees to negotiate the impact of the reduced holidays/paid non-work days on employee work schedules.

- Part-time custodians shall receive the following paid holidays:
  - Thanksgiving Day
  - Christmas Day
  - Memorial Day
  - Fourth of July  
(for part-time employees who work during the summer)
7. Beginning on July 1, 2005, overtime pay for employees other than security staff will be paid at two times the regular scheduled rate of pay for work performed on the following holidays:
    - Thanksgiving Day

- Christmas Eve, December 24
- Christmas Day, December 25
- New Years Day, January 1
- Independence Day, the designated legal holiday

B. Vacation Schedule

1. Vacation days are non-cumulative and will be computed in accordance with existing Board policy.
2. The employee must receive advance approval for all vacations from the principal and, when appropriate, the Manager of Environmental Services. No vacation request shall be denied in any arbitrary or unreasonable manner.
3. No vacation for custodians and maintenance staff will be permitted between August 15 and September 1 of each year.
  - a. As a general rule, only three (3) individuals per classification may be approved for vacation at one time unless otherwise authorized by the Manager of Environmental Services.
  - b. Requests for vacations should be received at least thirty (30) days and no later than forty eight (48) hours prior to the requested vacation period. In the case of a conflict between two or more vacation requests that are received at the same time, the more senior employee's request shall be approved. Once a vacation request is approved, it can only be changed by mutual agreement.
  - c. Employees in Internal Services shall be entitled to take vacation during the summer provided as a general rule that only one bargaining unit employee shall be scheduled for vacation leave at a time.
4. Vacations may be taken only after an employee has completed at least six months of continuous service as determined below; however, an employee discontinuing his or her service prior to six months will be granted no vacation allowance.
5. Employees who begin service on or before the fifteenth of the month earn full vacation credit for that month. Employees who begin service after the fifteenth of the month begin earning vacation credit from the first day of the next succeeding month.
6. If on June 30 an employee has completed at least six months but less than twelve (12) months of continuous service, the amount of vacation earned, to the nearest full day, is .834 times the months worked in the fiscal year exclusive of legal holidays which fall within the vacation period. If, on June 30, an employee has completed twelve (12) months but not less than five (5) years of continuous service, the amount of vacation earned is ten (10) days exclusive of legal holidays which fall within the vacation period.
7. If, on June 30, an employee has completed at least five (5) years but less than ten (10) years of continuous service, the amount of vacation earned is fifteen (15) days exclusive of legal holidays which fall within the vacation period.
8. If, on June 30, an employee has completed at least ten (10) years of continuous service, the amount of vacation earned is twenty (20) days exclusive of legal holidays which fall within the vacation period.

9. If an employee discontinues service to the district and at that time has not taken all or part of earned vacation, a cash vacation allowance will be paid for the time not taken and computed at the employee's daily rate provided the employee has notified the district in writing at least two (2) weeks prior to the desired separation date and provided the Board has granted approval of the separation date.
10. Employees are permitted to carry over up to five (5) days of vacation that must be used no later than October 1<sup>st</sup> of the following school year. Requests to carry over vacation days must be made no later than June 30<sup>th</sup> of the preceding school year through the Personnel office and specify the number of days to be carried over.

C. Sick Leave

All full-time (12-month) employees will be allowed twelve (12) days of absence per year due to personal illness, quarantine at home, serious illness or death in the immediate family or household (as defined in the *School Code*), or birth, adoption, or placement for adoption without loss of pay. All part-time employees who are scheduled to work 600 hours or more per year will be allowed ten (10) sick days per year to be prorated based on hours worked.

The maximum amount of accumulated sick leave shall be unlimited. Payment for accumulated sick leave at the time of retirement for any days in excess of 240 days shall be paid at a rate of \$25.00 per day for a maximum of 60 days.

The plan of offering a sick leave program to employees should be regarded as a benefit and not taken lightly nor is it to be treated in an unethical fashion. In the administration of this Sick Leave Provision regarding personnel, it shall be the practice to make the twelve (12) days of sick leave available following the first day of work. This practice assumes that the employee will fulfill the annual contract.

An employee who is absent due to illness for three (3) or more consecutive days or as the District may deem necessary in other cases may be required to submit a doctor's excuse.

D. Personal Business

Each employee is allowed three (3) personal leave days annually without loss of pay in addition to allowable sick leave. This leave is non-cumulative as emergency or legal days with the unused days to be added to the accumulated sick leave at the end of each contract year. The day immediately preceding or immediately following a legal holiday or vacation shall not be approved as personal leave except in the case of an emergency or religious holiday.

Form #PD2224 (5/90), "Personal Leave Request Form," is to be completed and submitted to the principal or, in his/her absence, the Manager of Environmental Services. Maintenance and utility service personnel will submit the request directly to the Manager of Environmental Services.

E. Reserve Duty

Upon advance notice to the principal and/or the Manager of Environmental Services, any employee who is a member of one of the reserve components of the armed forces of the United States and who is required by reason of such affiliation to attend a summer camp, take a cruise, or otherwise participate in a reserve function during the employee's contract period, shall be excused at full pay for the purpose of fulfilling this responsibility. This leave

shall not exceed fifteen (15) consecutive school days in any fiscal year. The employee shall be obligated to refund to the district any compensation received from the government for such military leave less the travel allowance paid by the government.

F. Jury Duty

Any employee may be excused at full pay for the purpose of fulfilling a summons for jury duty.

G. Bereavement

Four (4) days are allowed without loss of pay for absence due to a death in the immediate family. Immediate family in this instance is defined as parents, spouse (including a civil union partner under Illinois law), brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, and legal guardians.

H. Family/Medical Leave

1. Employees are eligible for medical and/or family leave in accordance with the provisions in the Family and Medical Leave Act (FMLA) of 1993. Such leave is unpaid unless accumulated sick leave, vacation days or personal leave is available. The total family and medical leave, paid or unpaid under this provision, cannot exceed twelve (12) weeks during any fiscal year or, for service member family leave, twenty-six (26) weeks during any fiscal year. The following reasons are eligible for family/medical leave:

- a. The birth of a child and to care for the newborn child, provided the leave is completed no later than twelve (12) months after the birth of the child;
- b. The placement of a child with the employee for adoption or foster care, provided the leave is completed no later than twelve (12) months after the placement of the child;
- c. Because the employee is needed to care for the employee's spouse, child, or parent with a serious health condition; or
- d. The treatment of a serious health condition that makes the employee unable to perform the functions of the job.
- e. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is covered member of the military on active duty.
- f. Service member family leave: Care of a covered service member with a serious injury or illness if the employee is the spouse, child, parent or next of kin of the service member.

2. Any other leave provided for in this agreement which may be taken for any of the above purposes will be credited to the employee's twelve (12) weeks of family/medical leave.

3. A employee on family or medical leave will continue to be covered under the district's health and dental insurance plans under the same terms as if the employee had been continuously working during the leave period, provided that:

- a. Coverage shall end when the employee notifies the district of his/her intent not to return to work, fails to return on the scheduled date or exhausts his/her family and medical leave rights under this provision;
  - b. The employee will be required to pay his/her share of applicable premium payments at the same time as such payments would be made if by payroll deductions. Coverage may lapse if a employee's premium payment is more than thirty (30) days late;
  - c. The district may recover its premium cost if the employee fails to return to work following an approved, unpaid leave unless the reason for the failure to return is a serious health condition of the employee, spouse, parent or child or serious injury or illness of a covered service member or other circumstance beyond the employee's control. In this event, the district may require a certification of the existence of a serious health condition which the employee must provide within thirty (30) days of the request.
4. Upon conclusion of a family/medical leave, the employee will be restored to his/her former position or to an equivalent position as established by school board policies and practices and this agreement (with respect to pay, benefits and other terms and conditions of employment) with any general pay increases or benefit enhancements granted during the leave, provided that:
- a. An employee will be required to submit a physician's release prior to returning from a personal medical leave;
  - b. An employee returning from family/medical leave has no greater rights to a position than had he/she been continuously working during the leave period (e.g. In case of RIF);
  - c. Where the employee seeks an intermittent/reduced schedule medical leave, the district may temporarily transfer the employee to an available alternative position with equivalent pay and benefits for which the employee is qualified if the transfer better accommodates the requested recurring periods of leave; and
  - d. An employee on an approved family/medical leave may not perform work for another employer during the leave.

5. Health Coverage And Other Benefits

The employer must maintain coverage under any group plan that provides health care to the employee or employee's family. The coverage must be continued for the duration of the FMLA leave at the same level and under the same conditions coverage would have been provided if no leave had been taken, provided that:

- a. Coverage shall end when the employee notifies the district of his/her intent not to return to work, does not return on the scheduled date or exhausts his/her family and medical leave rights under this provision;
- b. The employee will be required to pay his/her share of applicable premium payments at the same time as such payments would be made if by payroll deductions. Coverage may lapse if an employee's premium payment is more than thirty (30) days late.

The school district may recover the premium paid for coverage during the leave if the employee does not return to work. The exceptions are where the employee does not return to work:

- a. Due to the continuation, recurrence or onset of a serious health condition of a family member or employee that would otherwise entitle the employee to take leave, or;
- b. Due to the serious injury of illness of a covered service member; or
- c. Due to other circumstances beyond the control of the employee.

The school district may recover its share of health insurance premiums through deduction from any sums due to the employee (e.g., Unpaid wages, vacation pay, etc.) provided such deductions do not otherwise violate applicable federal or state laws.

### **VIII. UNIFORMS**

- A. New uniforms will be provided at the time of initial employment and replacement uniforms will be provided as needed. The Board will provide uniforms for custodians as follows:
  1. Five (5) shirts (long and/or short sleeve, depending on employee's choice).
  2. Five (5) pairs of pants.
  3. One (1) winter jacket.
- B. The Board will provide uniforms for maintenance personnel as follows:
  1. Five (5) long sleeve shirts.
  2. Five (5) short sleeve shirts.
  3. Five (5) uniform pants.
  4. One (1) insulated coverall.
  5. One (1) uninsulated coverall.
  6. One (1) winter jacket.
  7. One (1) spring jacket.
- C. The Board will provide and launder uniforms for mechanics as follows:
  1. Thirteen (13) sets of uniforms.
  2. Three (3) jackets.
  3. Two (2) sets of insulated coveralls.

- D. The Board will provide uniforms to central stores personnel as follows:
  - 1. Three (3) shirts and three (3) pairs of pants.
  - 2. Two (2) sets of coveralls, one (1) set to be insulated.
- E. The Board will also provide two (2) sets of coveralls to Head Custodians, one (1) set to be insulated.
- F. Employees who have been furnished with uniforms are required to wear them while on duty.
- G. Employees, with the exception of mechanics, will be responsible for laundering and repairing uniforms.
- H. The district will provide one pair of shoes per year for the maintenance employees and laborers who perform asphalt replacement, repair, seal coating, and striping with input on the specific selection from the employees.

#### **IX. WAGE SCHEDULE—JOB DESCRIPTIONS**

A wage schedule according to job classification is attached hereto and marked Appendix B. Job descriptions are attached and marked Appendix C.

#### **X. HOURS OF WORK**

- A. The standard work week shall be defined as forty (40) hours, Monday through Friday unless an alternate work week has been mutually agreed to between the employee and the supervisor with authorization by the Assistant Superintendent for Personnel and Human Services.
- B. The classification of Utility Service Personnel shall be designed to provide security building checks, substitute custodial service and/or maintenance assistance as may be required. The hours for the Utility Service position(s) will include weekends, holidays, and night work as required and assigned by the Manager of Environmental Services without overtime pay.
- C. Head custodians shall work an eight (8) hour day from 6:30 a.m. to 3:00 p.m. or from 7:00 a.m. to 3:30 p.m. Custodians working the evening shift will work from 2:30 p.m. to 10:30 p.m. or from 3:00 p.m. to 11:00 p.m., including a half-hour (1/2) paid lunch period. Regardless of which schedule is selected for a school, there shall be a thirty (30) minute overlap between the ending time for head custodians and the beginning time for custodians. The principal and Manager of Environmental Services will determine the specific hours for each building. When schools are not in session during the regular school year, custodians will work five (5) days per week (excluding holidays) from 7:00 a.m. to 3:30 p.m. When schools are not in session during the summer, the regular work week shall consist of four (4) work days per week with the schedule for the first three (3) days to be from 6:30 a.m. to 5:00 p.m. and the schedule for the fourth days to be from 6:30 a.m. to 4:30 p.m. The first workday shall be established by the District based on the needs of the building or Department. All time off during the summer—including vacation, personal and sick days—shall be deducted at ten (10) hours per day.
- D. The work hours for first shift mechanics shall consist of eight consecutive hours between 5:00 a.m. and 5:00 p.m. The work hours for second shift mechanics shall be from 2:00 p.m. to 10:00 p.m. with one-half hour paid lunch period. When schools are not in session

during the summer, the regular work week shall consist of four (4) work days per week with the schedule for the first three (3) days to be from 6:30 a.m. to 5:00 p.m. and the schedule for the fourth day to be from 6:30 a.m. to 4:30 p.m. The first workday shall be established by the District based on the needs of the building or Department. All time off during the summer—including vacation, personal and sick days—shall be deducted at ten (10) hours per day. Mechanics regularly assigned to work second shift shall also receive a one-half hour paid lunch period on days when they are required to work on the first shift. Attendance at in-service meeting for the transportation employees scheduled during the first shift shall be optional for mechanics assigned to the second shift. It will be the responsibility of the mechanics to obtain the information that is disseminated at the meeting.

- E. The work hours for night maintenance employees shall consist of eight consecutive hours between 2:00 p.m. and 10:00 p.m. with one-half hour paid lunch period. The work hours for other employees not covered by this agreement shall consist of eight consecutive hours within the time frame of 6:00 a.m. and 6:00 p.m. as determined by the immediate supervisor with input from the affected employees.

Upon mutual agreement between the employee and the Manager of Environmental Services or designee, the work hours for maintenance employees may be adjusted in order to work on a specific project. If an employee's shift is adjusted such that his quitting time is after 6:00 p.m., the employee will qualify for one-half hour paid lunch period. Such adjustments shall be scheduled at least one week in advance. When schools are not in session during the summer, the regular work week shall consist of four (4) work days per week with the schedule for the first three (3) days to be from 6:30 a.m. to 5:00 p.m. and the schedule for the fourth day to be from 6:30 a.m. to 4:30 p.m. The first workday shall be established by the District based on the needs of the building or Department. All time off during the summer—including vacation, personal and sick days—shall be deducted at ten (10) hours per day.

- F. All overtime must be approved in advance by the Manager of Environmental Services or immediate supervisor.
- G. When a custodian is assigned to clean a section of an absent full-time or part-time custodian in addition to his or her own assigned section, the Manager of Environment Services will evaluate the work load of the staff at the school and authorize whether overtime is required, how much shall be assigned and to whom.

## **XI. DISCIPLINARY PROCEDURES**

- A. Probationary Period
  - 1. New employees in the bargaining unit shall be hired on a probationary basis for a period of seventy-five (75) working days, excluding work days that fall during the summer when the regular school year is not in session. During the probationary period, the employee's work performance will be evaluated by the employer to determine if continued employment is warranted. It shall be the responsibility of the principal, head custodian, and Manager of Environmental Services or the immediate supervisor to acquaint themselves with the manner in which a new employee is performing the work assigned. New employees shall be informed by the head custodian if their work is satisfactory and, if not, how it can be improved. Complaints regarding unsatisfactory work performance of probationary employees shall be directed to the principal or the immediate supervisor. The Manager of Environmental Services shall be informed of all such complaints regarding employees in the department.



2. All new employees shall be provided with a copy of their job description at the time of hire. Within 30 days of their starting date, the immediate supervisor shall outline the job expectations.
3. One week prior to the expiration date of the probationary period or sooner if warranted, the Manager of Environmental Services shall recommend, in writing, to the Assistant Superintendent for Personnel and Human Services whether a new employee shall be granted continued employment or terminated.
4. If an employee is terminated at any time during the probationary period, such action shall not be subject to the grievance procedure.

#### B. Continuing Employees

From time to time it may be necessary to initiate disciplinary action against an employee for misconduct or unsatisfactory work performance. The employee has the right to request representation at any investigatory conference at which the employee reasonably believes his/her answers may lead to discipline. The employee is responsible for contacting the appropriate person to provide that representation. Notice to the union chairperson shall be given at least forty-eight (48) hours in advance unless impractical due to the seriousness of the employee misconduct.

#### Unsatisfactory Work Performance Procedures:

1. Step 1—As soon as possible after the first incident or offense, the immediate supervisor and, when appropriate, other supervisory personnel including the head custodian, Supervisor of Custodial Services, Supervisor of Maintenance, or Manager of Environmental Services, will meet with the employee to provide direction and guidance for appropriate job performance. A written record of the meeting shall be provided to the employee. A copy will be kept by the immediate supervisor.
2. Step 2—If unsatisfactory work performance continues, the employee shall be given a written notice detailing the deficiencies in his or her performance and identifying what steps must be taken to improve that performance. A 30-calendar day minimum timeline for correcting the deficiencies must be included in the written notice.

If improvement is immediate and continues for 90 working days, the written notice shall be removed from the employee's personnel file upon written request from the employee. However, if similar behavior is exhibited within one (1) year of the remediation, the written notice shall be returned to the employee's personnel file and the disciplinary procedure will continue with Step 3.

3. Step 3—If improvement does not occur as a result of Step 2, a second written notice shall be given to the employee informing him or her that continued unsatisfactory work performance will lead to dismissal. At this step the employee's skills and abilities will be evaluated to determine if he or she can serve the school district in another capacity. A transfer to another position in the district may occur at this step.
4. Step 4—Continued unsatisfactory work performance shall result in dismissal from employment in the school district. The immediate supervisor shall present such recommended notice in writing to the employee stating the effective date of the dismissal.

5. The disciplinary procedure for continuing employees is subject to the grievance procedure.

Misconduct:

1. The employer shall provide progressive discipline. For certain serious offenses, suspension or immediate termination may be the first step in the disciplinary process with the approval of the Manager of Environmental Services or the Assistant Superintendent for Personnel and Human Services.

## **XII. LABOR/MANAGEMENT MEETINGS**

Joint labor/management committee meetings will be regularly scheduled on a quarterly basis as appropriately agreed to by both parties. Head custodian meetings will be held from time to time as the need arises. The local union chairman shall be informed of any joint meetings so he/she may attend. As part of the joint labor/management committee during the 2012-13 school year, the parties will review data regarding District overtime requests to individuals, hours and dates of requests, and individual acceptance/rejection of overtime requests with all such data to be collected by head custodians. The committee will discuss and made a good faith effort to make recommendations designed to resolve any problems on an advisory basis only. Also as part of the joint labor/management committee, the parties will review data and suggestions regarding the need for replacement and additional mechanics tools maintained by the Transportation Department. The Assistant Superintendent for Business shall lead this topic. The committee will discuss and make a good faith effort to make recommendations designed to resolve any problems on an advisory basis only.

## **XIII. TRAINING COURSES AND CAREER DEVELOPMENT**

- A. The union and employer recognize that the establishment of a cost effective system for employee growth and development yields significant benefits for both the employee and the Board.
- B. The employer and union hereby agree to plan an employee career development program which promotes the continuing education, training, and upgrading of employees. The career development program will enable employees to increase knowledge and skills, prepare for promotion, and advance career goals and professional status without compromising continued employment. The Board shall make every reasonable effort to meet personnel needs by way of internal promotion and career development prior to recruiting from outside the bargaining unit.
- C. The employer and union agree to establish a joint committee to plan and implement an employee career development program. The committee shall be composed of an equal number of employer and employee representatives. The Manager of Environmental Services will serve as chairman of the committee. The committee shall meet on a regular basis as necessary to accomplish its goals. Employee members of the committee shall be paid at their normal rate if the meetings are conducted during work time. When recommended by the employer, employees shall be permitted to attend approved classes during work hours without loss of pay. Tuition for such classes will be paid by the employer.
- D. The committee will conduct an assessment of employer and employee needs to serve as the basis for program planning and development. The needs assessment will be used to prepare an outline of programs to be developed and implemented. A timetable will also be established to aid in the planning and development activities. All programs which are

developed must be consistent with the terms and conditions of this Agreement and shall not abridge the rights of any individual employee. Program plans are to be submitted to the Assistant Superintendent for Business and Auxiliary Services for review prior to implementation. Programs will be provided based on the availability of resources to conduct such programs.

#### **XIV. MECHANICS TOOLS**

The Board of Education recognizes that the district mechanics incur expenditures to maintain and purchase tools. It is agreed that a committee will be established with representation from the Transportation Department and the mechanics to determine the purchase of specialty tools on an annual basis. Specialty tools are defined as items that are:

- Used on a limited basis.
- Usually more costly than standard tools.

The committee will recommend the number and type of tools to be purchased. Final approval of all purchases will be made by the Director of Transportation Services.

#### **XV. IMRF**

- A. All employees, except as otherwise specified, shall come under the provisions of the Illinois Municipal Retirement Fund as provided by state statute.

#### **XVI. INSURANCE**

- A. The health, dental, and vision insurance benefit plans for employees in the SEIU bargaining unit will be the same as those that are provided to the teachers in the school district. During the term of this Agreement, the employee premium payment for dependent health insurance will be 50% of the total premium.

#### **XVII. MISCELLANEOUS**

- A. Duly authorized representatives of the union shall have the right to use the district mail service, staff mailboxes, and bulletin boards for the following purposes:
  - notices of union meetings
  - minutes of meetings
  - union election notifications
  - results of elections
  - social, educational, and recreational activities of the union.
- B. All visitors to schools and/or facilities who are not employed at that school or facility are required to report to the main office upon arrival.
- C. Employees required by the employer to attend training sessions shall be compensated for attendance plus any expenses in connection thereto.
- D. Appropriate in-service training meetings for employees covered by this Agreement will be held as determined by the administration.
- E. The Board understands it has a responsibility to provide employees with a safe and healthy work environment. Employees are expected to follow suggestions and recommendations established by the District Safety Committee, provided employees are properly notified of suggestions and recommendations of the committee.

- F. Employees assigned to work other than their own and at a higher classification as established by the starting salary rate shall be paid an additional \$5.00 per hour.
- G. Overtime pay for callbacks outside an employee's regular work schedule will be guaranteed at a minimum of three (3) hours.
- H. Employees in the bargaining unit will be evaluated once annually by April 15<sup>th</sup>.
- I. Overtime pay shall be at the rate of 1.5 times the regular rate of pay for work hours that exceed 40 in a work week. Paid holidays or other paid leave days pursuant to this Agreement, shall be included as regular time for purposes of computing eligibility for overtime pay.
- J. Employees covered by this Agreement shall have one representative on the District Insurance Committee, a joint committee comprised of individuals from each employee group, to monitor health care expenses and make recommendations for cost containment strategies.
- K. The board agrees to permit the union chairperson or designee to use up to eight (8) hours per month for the purpose of conducting official union business related to district 15, with the approval of the employee's immediate supervisor and the manager of environmental services.

**XVIII. INJURY ON THE JOB**

- A. Employees who are injured while working for the school district and who qualify for Worker's Compensation will receive full pay for the first three (3) days absent due to injury on the job with 1/3 day deducted from their accumulated sick leave. Employees who have exhausted all of their sick leave or who do not qualify for sick leave will receive 2/3 pay for the first three days absent due to injury on the job.
- B. If an employee is disabled more than three (3) days, he or she may draw upon his or her accumulated sick leave or vacation time based on the following formula:

Regular daily salary rate - Worker's Compensation Rate = portion of accumulated sick leave or vacation to be deducted from the regular daily salary rate.

If the lost time continues to 14 days or beyond, the above formula will apply from the first day the employee is absent.

**XIX. METROPOLITAN L. CREDIT UNION**

- A. The employer agrees to provide payroll deduction for the Credit Union of Local No.73. The union shall provide a copy of the Credit Union Application Form to the district payroll department specifying the amount of money to be deducted per paycheck. The union agrees to indemnify the Board for any erroneous collections of money and to hold the Board harmless for any money turned over to the Metropolitan L. Credit Union.

**XX. NO STRIKE CLAUSE**

- A. 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 the Agreement instigate or participate directly or indirectly, in any strike,

concerted sick call, concerted withdrawal of services, slow down, walkout, work stoppage, picketing, or other interference with any operation of the Board. The union shall cooperate with the Board throughout said period in continuing operations in a normal manner and shall actively discourage and 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 reason be placed at the premises of School District 15.

- B. The Board agrees that during the term of this Agreement, it will not lock out any of its employees covered hereby.
- C. Participation during the term of this Agreement in any strike, concerted sick call, concerted withdrawal of services, slow down, walkout, work stoppage, picketing, or other interference with the Board's operation in violation of this article, shall be just cause for dismissal or other disciplinary action by and in the sole discretion of the Board for any or all employees participating therein. In the event any violation of this article occurs, the union shall promptly notify all employees covered by the Agreement that the strike, concerted sick call, concerted withdrawal of services, slow down, walkout, 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 employees covered by this Agreement to return to work at once.

## **XXI. SUBCONTRACTING**

The District agrees that upon considering subcontracting of any work presently performed by an employee in the bargaining unit, it shall:

- A. Notify the Union in writing of its intention six (6) months in advance of subcontracting, and
- B. Meet with the Union prior to letting contracts for the purpose of discussing alternatives to subcontracting of bargaining unit work.

## **XXII. FAIR SHARE**

- A. Each bargaining unit employee shall join 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, or pay a fair share fee to the Union for the cost of services rendered by the Union that are chargeable to non-members under state and federal law. The fair share fee shall not exceed the dues uniformly required of members of the Union. When a bargaining unit employee joins the Union, he or she must maintain membership or pay the fair share fee.

In the event that the bargaining unit employee does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, the Board shall deduct the fair share fee from the wages of the non-member.

Such fee shall be paid to the Union by the Board no later than ten (10) days following deduction.

The parties expressly recognize the rights of non-members based upon the bona fide religious tenets or teachings of a church or religious body as provided for in Section XI of the Illinois Education Labor Relations Act.

In the event any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- The employer gives immediate notice of such action in writing to the Union and permits the Union intervention as a party if it so desires, and
- The employer gives full complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Union agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability or damages and costs imposed by a final judgment or court or administrative agency as direct consequences of the employer's non-negligent compliance with this Article. It is expressly understood that this same harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

## STIPENDS

### ***Mechanic/Journeyman Stipend***

Applications for the Journeyman stipend will be accepted on July 1 of each year, with the final decision on awarding journeyman status being the responsibility of the Board of Education.

The amount of the mechanic/journeyman stipend is **\$2,500** a year.

### ***Maintenance/Journeyman Stipend***

The Journeyman stipend application process will be made available to employees once a year on July 1. The district will determine the criteria that employees must meet to qualify for the stipend and the application and review process to be used. Maintenance employees may qualify for only one journeyman stipend.

The amount of the maintenance/journeyman stipend is **\$2,500** a year.

### ***Winston Campus Head Custodian Stipend***

The head custodian at Winston Campus will receive a stipend for the additional duties required to maintain the building and grounds.

The amount of the Winston Campus Head Custodial stipend is **\$5,000** a year.

**XXIII. RATIFICATION**

This Agreement, upon ratification by both parties, replaces and supersedes in entirety any and all other prior Agreements in effect between the parties and will remain in effect until June 30, 2017. Notification to change or modify this Agreement shall be made in writing prior to June 30, 2017.

IN WITNESS WHEREOF, the parties hereto, acting by their respective duly authorized representatives have executed and delivered this Agreement on August 8, 2012.

BOARD OF EDUCATION  
OF COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT 15


LOCAL NO. 73,  
SERVICE EMPLOYEES  
UNION

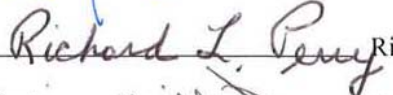
  
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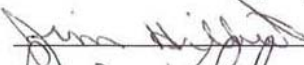
  
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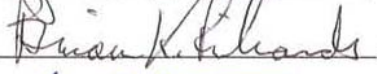
  
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Matt Zastrow

  
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Brad Downey

  
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Matt Adamczyk



## APPENDIX A

### SERVICE RECOGNITION BENEFIT: COST CONTAINMENT PROGRAM

- A. This is a **two (2)** year program beginning in 2015/16:  
Year 1- irrevocable letter of retirement received by February 1, 2015 for retirement by June 30, 2015 (limit of two (2) employees);  
Year 2- irrevocable letter of retirement received by February 1, 2016 for retirement by June 30, 2016 (limit of three (3) employees).
- B. Eligible employees must:
1. have twenty (20) consecutive years of full-time employment in the school district;
  2. be age fifty-five (55); and be otherwise eligible for retirement through the Illinois Municipal Retirement Fund (IMRF).
  3. The employees must work through their declared date of retirement.
  4. Eligibility for participation will be based on seniority.
- C. If there are fewer participants than the maximum permitted, the remainder may be carried over to 2016.
- D. This incentive program will sunset at the expiration of this contract and will not continue into a successor contract.
- E. Costs:
1. Eligible employees receive incentive lump sum payment of \$9,000 that does not exceed (6%) towards IMRF.
  2. **The incentive payment will be made so as to avoid IMRF accelerations and penalties.**
  3. Any remaining payment over (6%), per E.1 and E.2 above, will be paid out in the first regular pay period after separation.

## APPENDIX B

### SALARIES

#### Start Rates

	2012-13	2013-14	2014-15	2015-16	2016-17
Custodian/Laborer	35,552	36,263	36,989	37,728	38,483
Head Custodian	44,654	45,547	46,459	47,387	48,334
Utility Drvr/Warehouse Wrkr	35,951	36,670	37,403	38,151	38,914
Apprentice Mechanic	39,592	40,383	41,191	42,015	42,855
Utility/Maintenance	47,214	48,518	49,121	50,104	51,106
Maintenance/Mechanic	46,645	47,578	48,529	49,500	50,490

#### Per Hour Rate

	2012-13	2013-14	2014-15	2015-16	2016-17
Substitute Custodian	15.01	15.31	15.62	15.93	16.25
Part-Time Custodian	16.13	16.46	16.79	17.12	17.47

2012-13	1.08% increase SEIU employees employed before July 1, 2012 will receive a one-time payment of \$450
2013-14	2% increase
2014-15	2% increase
2015-16	2% increase
2016-17	2% increase

# APPENDIX C

## JOB DESCRIPTIONS

## SECURITY/SUBSTITUTE CUSTODIAN

### I. Basic Function

The purpose of this job classification is to provide security building checks and serve as substitute for custodians and head custodians, and security staff as may be required and assigned by the Supervisor of Custodial Services.

The work schedule includes weekends, holidays, and evening hours without overtime pay for the first 40 hours worked during the week. The schedule will be established by the Supervisor of Custodial Services.

### II. Job Responsibilities

- A. Check all buildings when school is not in session including weekends, holidays, and breaks.
- B. Perform minor repairs on any mechanical equipment that is not functioning properly. If backup assistance is needed, follow the appropriate repair procedures.
- C. If vandalism has occurred at one of the buildings, notify the police immediately and take appropriate steps to temporarily repair any damage. Contact the supervisor of custodial services and head custodian, if necessary.
- D. Substitute for head custodians or night custodians who are absent and perform all the duties normally assigned to that employee.
- E. Utilize computer to input new and completed work orders.
- F. Complete all other tasks as assigned.

### III. Qualifications

- A. Previous experience as a custodian or similar position is required.
- B. Must have knowledge of mechanical systems in schools and be able to make minor repairs when needed.
- C. Should be an independent worker who requires little direct supervision in order to complete duties.
- D. Knowledge of school cleaning procedures is required.
- E. Must have good attendance record in previous employment and possess the physical ability to complete the work required.

## HEAD CUSTODIAN

### I. Basic Functions

The head custodian is in charge of the custodial program in a specific building. He or she is charged with promoting a safe, healthy, and pleasant school environment.

### II. Job Responsibilities

- A. The head custodian, as a member of the custodial staff may, as the occasion arises, or as scheduled, perform any or all duties of a custodian.
- B. As a manager, the head custodian will perform the following duties:
  - 1. Provide the leadership necessary to establish cleaning and sanitation of the school as a top priority.
  - 2. Take charge of all aspects of the physical operation of the building to which assigned.
  - 3. In consultation with the principal and supervisor of custodial services, develop a work schedule for all custodians in the building.
  - 4. Assign personnel to cover the building for scheduled activities pertaining to the school operation and non-school activities.
  - 5. Train and instruct new personnel in the performance of their duties.
  - 6. Supervise the work of all custodial personnel assigned to the building.
  - 7. Recommend to the supervisor of custodial services necessary maintenance supplies and equipment.
  - 8. Assist in the development of the annual budget for operations and maintenance.
  - 9. Be responsible for the proper and economical use of all supplies, tools, and equipment assigned to a building.
  - 10. See that all rules, regulations, and policies governing safety and the use of facilities are enforced.
  - 11. Keep required records and reports.
  - 12. In consultation with the principal, recommend the promotion of an individual custodian who performs duties as well as the termination of those who are not performing the job in a satisfactory manner.
  - 13. Report all injuries and accidents immediately to the principal of the building and complete the appropriate forms relating to the injury or accident.
- C. The head custodian has the responsibility of maintaining all mechanical equipment in the building and making minor repairs.
- D. The head custodian is responsible for maintaining and trimming shrubbery and grass around the building and disposing of paper and debris on the grounds of the school.
- E. Snow removal of sidewalks, paths, and entries around the building.

- F. The head custodian will perform such other duties assigned by the principal or Supervisor of Custodial Services.

III. Primary Relationships

- A. Principal: The head custodian reports directly to the building principal.
- B. Teachers: The custodial staff, as members of the support services team, is expected to be responsible to reasonable requests of teachers under guidelines of the principal. The relationship should be one of helpful cooperation.
- C. Custodians: The head custodian is responsible for training and direct supervision of custodians assigned to his or her building.
- D. Supervisor of Custodial Services: The head custodian shall be under the technical supervision of the supervisor of buildings and grounds office. He or she shall be responsive to instructions or recommendations of the supervisor relative to the manner in which the job is performed. The supervisor of buildings and grounds is the primary source of information and guidance in the performance of head custodian duties.
- E. Students: A head custodian's first concern with students is for their safety and well being. Relationships with students are governed by the highest standards of conduct and concern within the context of assigned responsibilities.

## CUSTODIAN

### I. Basic Function

The custodian is directly responsible to the head custodian of the building to which he or she is assigned. He or she shall perform all phases of the housekeeping and operations assigned by the head custodian. Any need for repair to school property shall be reported to the head custodian.

### II. Job Responsibilities

In carrying out the basic duties, the building custodian will perform the work required for the routine cleaning and upkeep of the building.

- A. Mop, sweep, and scrub floors and other surfaces.
- B. Clean, renovate, and renew floor surfaces.
- C. Clean and dust furniture, exhibit cases, fixtures, windows, doors, trim, and related furnishings.
- D. Wash and/or clean windows and door glass.
- E. Move furniture, supplies, and miscellaneous equipment as directed.
- F. Collect all waste paper and debris and dispose of according to building operations.
- G. Clean and service all toilets and restrooms.
- H. Clean drinking fountains and wash basins.
- I. Report items that require repair.
- J. Lock and secure all doors and windows before leaving building at the end of the day.
- K. Perform all other such duties assigned by the head custodian, principal, or supervisor of buildings and grounds.
- L. Report any injury or accident immediately. Assist the head custodian in filling out the proper forms relating to the injury or accident.

### III. Primary Relationships

- A. Principal: All personnel working in a school building are under the supervision of the principal. Custodians will be responsible for directions given directly by the principal or through the head custodian.
- B. Head Custodian: The custodian is responsible directly to the head custodian in the building.
- C. Supervisor of Custodial Services: The custodian shall be under the technical supervision of the supervisor of custodial service's office. He or she shall be responsive to instructions or recommendations of the supervisor relative to the manner in which the job is performed. The supervisor of custodial services is the primary source of information and guidance in the performance of head custodian duties.
- D. Teachers: Custodians, as members of the building support staff, are requested to be responsive to reasonable requests of teachers for assistance. The principal will indicate guidelines for the extent and scope of such assistance.
- E. Students: The custodian's first concern with students shall be for their safety and well being. Conduct toward students must at all times be exemplary. The attitude should be one of helpfulness within the limits of assigned duties.

## MAINTENANCE

### I. Basic Functions

The maintenance employee performs skilled or semi-skilled work in two or more mechanical trades, performs all phases of building and grounds maintenance and related work, and responds to emergency situations of a mechanical nature.

### II. Job Responsibilities

In carrying out the basic functions of the job, the employee performs general grounds, maintenance, repair, and construction work in two or more trades. The employee is able to receive general instructions and exercise initiative and latitude in determining technical details of assignments.

- A. Performs all work incidental to construction of small structures or minor remodeling of buildings.
- B. Constructs or repairs sidewalks and makes other masonry repairs.
- C. Resurface and repair roofs.
- D. Paint interior and exterior of buildings.
- E. Make electrical installations and repairs.
- F. Inspect and repair or replace plumbing, piping, fixtures, traps, valves, gauges, pumps, coils, gaskets, and related work.
- G. Construct shelves, cabinets, and other simple furniture; repair desks, tables, chairs, and other furniture.
- H. Operate tractor equipped with front end loader and backhoe, install drainage lines, and make minor blacktop repairs.
- I. Diagnose and make repairs on any mechanical equipment within the scope of training, experience, and ability; refer repairs beyond ability to immediate supervisor.
- J. Respond to any emergency requests within the scope of ability.
- K. Report all injuries and accidents to the supervisor of maintenance and assist with preparing proper forms.
- L. Assist with snow plowing and grounds.
- M. Perform such other duties as may be assigned or requested by the supervisor of maintenance or the supervisor of custodial services.
- N. Routine manual work in planting, fertilizing, spraying lawns, shrubs, and trees.
- O. Responsible for pruning trees and shrubs and mowing and trimming the grounds areas.
- P. Keep assigned parking lots and sidewalks clear of snow.
- Q. Keep blacktop and other outside grounds area in good repair.



- R. Keep tools and mechanical equipment and vehicles and tractors owned by the district in clean condition and good repair.
- S. Remove all debris from school grounds and parking lots and dispose of properly.
- T. Install playground equipment and keep pea gravel underneath the equipment when requested by the principal and approved by the supervisor of custodial services.
- U. During times of the year when outside work is not required, complete inside work as directed by the supervisor of maintenance.

### III. Primary Relationships

- A. Supervisor of Maintenance: Maintenance employees generally receive instructions and report to the supervisor of maintenance but, on occasion, may be directed by the manager of environmental services for specific tasks.
- B. Principals, Coordinators: In the interest of orderly procedure, the maintenance employees receive instructions from the Supervisor of Maintenance. They may, however, respond to reasonable requests for minor maintenance tasks requested by administrators when it is feasible.
- C. Teachers and Students: As part of the non-instructional team, maintenance employees help provide the environment for learning and practice courtesy and consideration in all contacts with other staff members and students.

## WAREHOUSE WORKER AND CUSTODIAN

### I. Basic Functions

Responsible for the receiving, storing, and requisitioning food and supplies in the central warehouse and kitchen area and performing custodial duties in the above areas in keeping with the procedures and methods established by the director of food services.

### II. Job Responsibilities

- A. Receive incoming invoices of delivered goods.
- B. Maintain proper storage and rotation of food and supplies in the warehouse and refrigerator and freezer.
- C. Fill requisition requests to the central kitchen on a daily basis.
- D. Keep warehouse and kitchen clean and clear of debris and garbage during production hours at all times.
- E. Maintain cleaning schedule of all walk-in refrigerators.
- F. Completely clean kitchen floors, washroom, laundry area, overhead ventilation system, warehouse, and office on a daily basis.
- G. Maintain and service all machinery on a scheduled basis.
- H. Periodically clean kitchen equipment and kitchen area on a scheduled basis.
- I. Maintain personal hygiene that is appropriate for working with food products in the kitchen and warehouse areas.
- J. Perform other duties as assigned.

### III. Qualifications

- A. High school diploma or equivalent is required.
- B. Must hold a valid Illinois "B" drivers license.
- C. Must be able to work well with others and demonstrate good organization skills.
- D. Previous experience in a warehouse or food service operation is desired.
- E. Must be flexible and able to handle interruptions and emergencies effectively.

## MECHANIC

### I. Basic Functions

The mechanics are responsible for repairing and maintaining the school bus fleet in order to provide transportation services for the school district. Each mechanic must possess a complete set of basic tools at the time of employment.

### II. Job Responsibilities

- A. Perform brake inspections every 10,000 miles on each school bus to ensure safety.
- B. Perform minor and major repairs on all District 15 vehicles.
- C. Unlock gates, buses, and building as required for job function.
- D. Check all buses in the fleet on school days to make sure they are started and running so drivers can begin their routes on time as required by shop foreman.
- E. Perform the duties of the apprentice mechanic and utility driver as needed.
- F. Respond to all service calls involving bus breakdowns and accidents.
- G. Complete additional tasks as assigned by management.

### III. Qualifications

- A. Must be a minimum of 21 years old and have a good driving record.
- B. Must hold a commercial drivers license (CDL-B).
- C. Must be able to perform minor/major repairs on buses or similar vehicles.
- D. Previous experience as a mechanic is desired.
- E. Must be able to carry out all physical requirements of job responsibilities.
- F. School Bus ASE Certified preferred.

## APPRENTICE MECHANIC

### I. Basic Functions

The apprentice mechanic is responsible for assisting the mechanics in repairing school buses and performing routine service on all vehicles in the fleet. The apprentice is required to possess a basic set of tools at the time of employment.

### II. Job Responsibilities

- A. Change the oil on all buses in the fleet on a regular basis and perform minor mechanical repairs.
- B. Assist the mechanics with major repairs.
- C. Ensure that the transportation facility is secure at the end of each day.
- D. Act as utility driver when needed.
- E. Respond to service calls as needed or assigned.
- F. Complete additional tasks as required by management.

### III. Qualifications

- A. Must be at least 21 years old and have a good driving record.
- B. Must hold or qualify for a commercial drivers license (CDL-B).
- C. Must have knowledge of routine maintenance required for automobiles or other vehicles and be able to perform a service check on a car, truck, or bus.

## UTILITY DRIVER

### I. Basic Functions

The utility driver is responsible for parts pick up and delivery and checking the oil of each vehicle in the bus fleet on a daily basis.

### II. Job Responsibilities

- A. Check the oil of all vehicles in the bus fleet and fill as required two times per week.
- B. Ensure that the buses are locked and the lot is secured at the end of each day.
- C. Pick up parts for the mechanics as needed.
- D. Organize and clean the parts storage room and the shop area.
- E. Under the direction of a mechanic, make minor repairs on buses such as replacing lights, mirrors, tires, etc.
- F. Assist in conducting regular service checks on buses.
- G. Assist mechanics on services calls as needed.
- H. Substitute for absent bus drivers when needed.
- I. Perform additional tasks as required by management.

### III. Qualifications

- A. Must be at least 21 years old and have a good driving record.
- B. Must hold or qualify for a school bus driving permit.
- C. Basic mechanical knowledge of automobiles is preferred.

## INTERNAL SERVICES DRIVER/MAIL DRIVER

### I. Basic Functions

The internal services driver is responsible for delivering supplies, materials and equipment in a safe and responsible manner to all schools and departments.

### II. Job Responsibilities

- A. Deliver and pickup mail, as needed.
- B. Deliver and pick up supplies and equipment, as directed.
- C. Make money pick up at designated schools and the bank delivery/pick up.
- D. Sort, prepare and deliver outgoing mail. Operate the postage meter.
- E. Assume overtime and emergency assignments during off hours on a rotating basis.
- F. Assume other responsibilities when school is not in session, such as working with the maintenance and custodial departments.
- G. Assume other responsibilities as may be assigned from time to time.

### III. Qualifications

- A. Must be at least 18 years old.
- B. High school graduate or equivalent.
- C. Excellent driving record.
- D. Prompt, reliable and dependable.
- E. Possess valid Illinois driver's license and able to drive a standard transmission.
- F. Be safety minded, neat and able to get along with numerous people district-wide.
- G. Willing to acquire a CDL license.
- H. Able to lift 50-75 pounds.

## LABORER

### I. Basic Functions

The laborer is responsible for assisting general maintenance and grounds staff in each of their categories.

### II. Job Responsibilities

- A. Receives oral and written instructions daily on work to be performed.
- B. Responsible for assisting the maintenance mechanic in performing repairs, construction, and preventative maintenance to buildings and equipment. Performs various tasks individually, as directed.
- C. Assists the maintenance mechanic in performing interior and exterior plumbing, general carpentry and electrical repair, construction and preventive maintenance.
- D. Makes scheduled inspections of buildings, structures, and adjoining grounds to detect defects and signs of deterioration. Reports discrepancies to maintenance mechanic or supervisor.
- E. Performs some routine electrical maintenance tasks. Replaces fuses, makes simple interior electrical repairs, replaces and makes minor repairs, replaces sockets, plugs, and outlets.
- F. Nails down loose boards, repairs door hinges, and other minor repairs.
- G. Performs preventive maintenance of equipment such as oiling moving parts, motor bearings, etc.
- H. Assist in inspection of equipment to detect worn or damaged parts.
- I. May perform touch-up painting in areas where repairs are made.
- J. Performs other related duties as assigned.
- K. Performs grounds or out-door work, cutting grass, trimming, etc.

### III. Qualifications

- A. High school graduate or equivalent.
- B. Knowledge and ability to use hand tools, rules, and power tools. Mechanical aptitude.

# **EXHIBIT E**



**August 21, 2018**

**Community consolidated school district 15**

**Attention: personnel and payroll department**

**Please remove me from the SEIU local 73 union and discontinue taking deductions and making contributions on my behalf from my pay as of the next payroll period**

**Thank You**

**Erich Mandel**

**Transportation dept.**

# **EXHIBIT F**



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Call  
C-0103874

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Notes & Attachments (1) | Activity History (0) | Open Activities (0) | Call History (2)

Call Detail

Edit DROP Call | Email Person | Email Director | Email Rep | Email Legal | Representation | New Event | New Task

Call ID	C-0103874	Initiated	8/28/2018 12:58 PM
Call Matter	DROP Call	Opened at	8/28/2018 1:00 PM
Priority	Normal	Closed at	8/28/2018 1:00 PM
Call Source	Telephone	Company Name	Palatine Community School District # 15
Call Type	New Call	Representative	Carmen Dickinson
Details	DROP Call	Worksite Name	
Person(Contact)	Erich Mandel	Rep Name	
Job	M0237978	Mobile	8479228886
Change call owner		Home Phone	
Call Status	Closed	Email	e.mandel@sbcglobal.net
Status Comment			

Employment and Cards Checklist

Employment Detail Checks Confirm Employer

Reasons for Drop (eg regarding the Union)

Reason for Objection doesn't want to be part of a union

Concerns about Workplace (including Workplace Issues)

Issues of Concern

Personal Details Checks

Checklist

Job Coding and Cards

Employment Coding Checks Confirm Public Sector Card MMC on file

Contact and Card Dates

Job Contract Anniversary	6/30/2021	Job Card Date	8/26/2016
Contract Date	6/30/2017	Card Date	8/26/2016
CBA Window From		Card Window From	7/12/2019
CBA Window To		Card Window To	7/27/2019
		Next Window From	7/12/2019
		Next Window To	7/27/2019

Outcome

Outcome	DROP Send Letter	Followup Letter	Letter B
Followup Notes		Letter Custom Text	
Repl/Org Followup		Letter Received Date	
		Letter Sent Date	9/5/2018

System Information

Created By John Shostack, 8/28/2018 1:00 PM Last Modified By Carmen Nowitzki, 9/5/2018 9:38 AM

Record Type Drop Call [Change]

Edit DROP Call | Email Person | Email Director | Email Rep | Email Legal | Representation | New Event | New Task

Notes & Attachments

New Note | Attach File | View All

Notes & Attachments Help

Action	Type	Title	Last Modified	Created By
Edit   View   Del	Attachment	Mandel, Erich-Drop Response Ltr B-9-5-18.docx	9/5/2018 9:38 AM	Carmen Nowitzki

Activity History

Mail Merge | Send an Email

Activity History Help

No records to display

Open Activities

New Task | New Event

Open Activities Help

No records to display

Call History

Call History Help

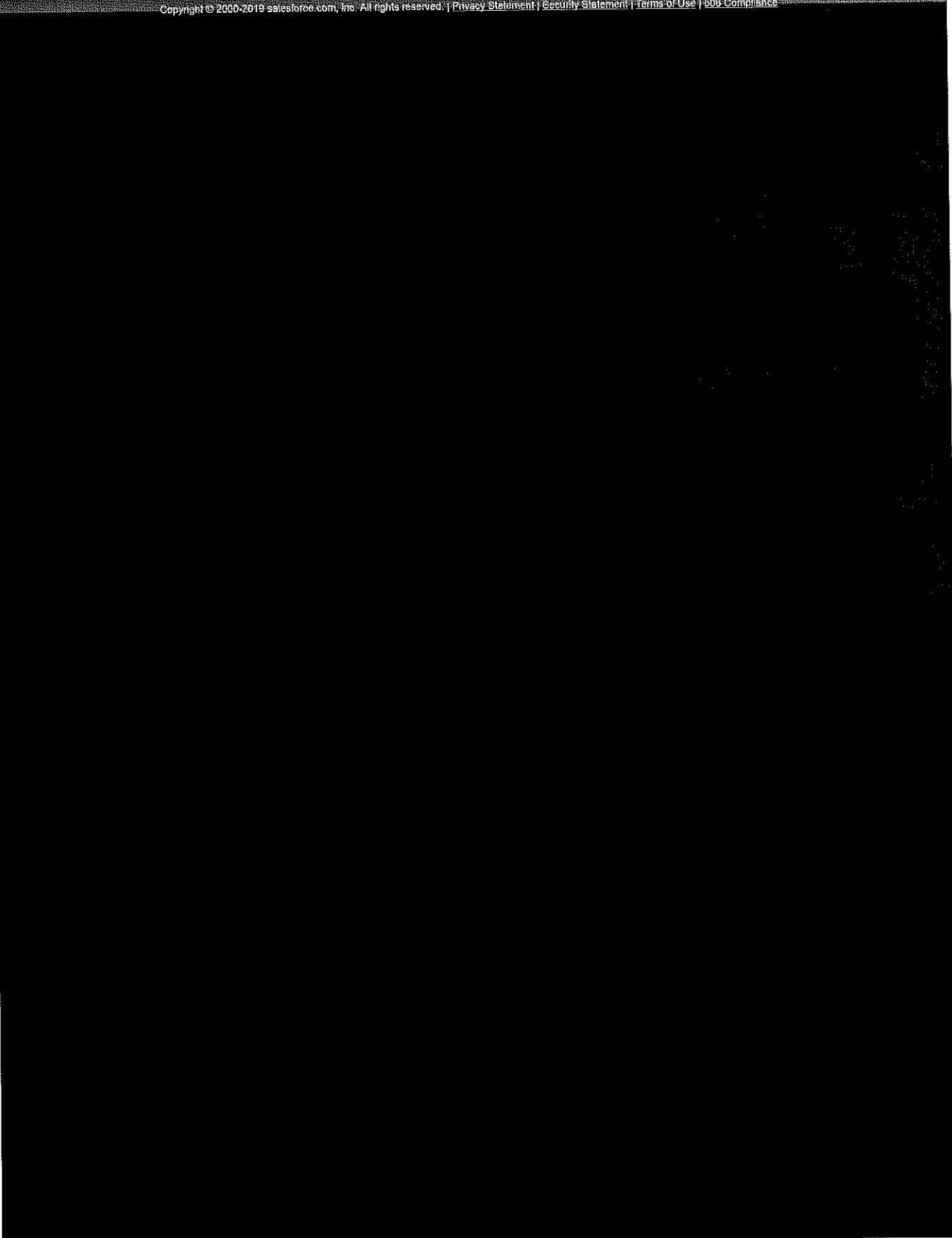
Date	User	Action
8/28/2018 1:00 PM	John Shostack	Changed Closed at to 8/28/2018 1:00 PM.

Created.

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**C-0103835**

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Notes & Attachments (1) | Activity History (1) | Open Activities (0) | Call History (4)

Call Detail

Edit DROP Call | Email Person | Email Director | Email Rep | Email Legal | Representation | New Event | New Task

Call ID	C-0103835	Initiated	8/24/2018 2:29 PM
Call Matter	<b>DROP Call</b>	Opened at	8/24/2018 2:30 PM
Priority	Normal	Closed at	8/24/2018 2:30 PM
Call Source	Telephone	Company Name	Palatine Community School District # 15
Call Type	New Call	Representative	Carmen Dickinson

Details  
Erich Mandel  
Palatine Community School Dist. #15  
847-922-8886

8/24/2018-The member wants to drop out of the union. Is upset that there is a process to stop paying dues. Wants this to be fully explained to him why dues still will be deducted even if he is not a member. Was angry on the phone and cut the convo short. Needs a call back from a rep.

Person(Contact) **Erich Mandel**

Job **M0237978**

Change call owner

Call Status **Closed**

Status Comment

Worksite Name

Rep Name

Mobile 8479228886

Home Phone

Email [e.mandel@sbcglobal.net](mailto:e.mandel@sbcglobal.net)

▼ Employment and Cards Checklist

Employment Detail Checks **Confirm Employer**

▼ Reasons for Drop (eg regarding the Union)

Reason for Objection

▼ Concerns about Workplace (Including Workplace Issues)

Issues of Concern

▼ Personal Details Checks

Checklist **Confirmed address on file**

▼ Job Coding and Cards

Employment Coding Checks **Confirm Public Sector**

Card **MMC on file**

▼ Contact and Card Dates

Job Contract Anniversary	6/30/2021	Job Card Date	8/28/2016
Contract Date	6/30/2017	Card Date	8/28/2016

CBA Window From		Card Window From	7/12/2019
CBA Window To		Card Window To	7/27/2019

Next Window From	7/12/2019
Next Window To	7/27/2019

▼ Outcome

Outcome	<b>DROP Needs call back</b>	Followup Letter	Letter B
Followup Notes		Letter Custom Text	
Rep/Org Followup	<input checked="" type="checkbox"/>	Letter Received Date	
		Letter Sent Date	9/5/2018

▼ System Information

Created By	<b>Carmen Nowitzki</b> , 8/24/2018 2:30 PM	Last Modified By	<b>Carmen Nowitzki</b> , 9/14/2018 7:39 AM
		Record Type	<b>Drop Call</b> <a href="#">[Change]</a>

Edit DROP Call | Email Person | Email Director | Email Rep | Email Legal | Representation | New Event | New Task

Notes & Attachments

New Note | Attach File | View All

Notes & Attachments Help

Action	Type	Title	Last Modified	Created By
<a href="#">Edit</a>   <a href="#">View</a>   <a href="#">Del</a>	Attachment	<b>Mandel, Erich-Drop Response Ltr B-9-5-18.docx</b>	9/14/2018 7:39 AM	<b>Carmen Nowitzki</b>

Activity History

Mail Merge | Send an Email | View All

Activity History Help

Action	Subject	Name	Task	Due Date	Assigned To	Last Modified Date/Time
<a href="#">Edit</a>   <a href="#">Del</a>	<b>Email: Member Call: Erich Mandel - C-0103835</b>	<b>John Shostack</b>	<input checked="" type="checkbox"/>	8/24/2018	<b>Carmen Nowitzki</b>	8/24/2018 2:34 PM

Open Activities

[New Task](#) | [New Event](#)

[Open Activities Help](#)

No records to display

Call History

[Call History Help](#)

Date	User	Action
8/24/2018 2:34 PM	<a href="#">Carmen Nowitzki</a>	Changed Details.
8/24/2018 2:34 PM	<a href="#">Carmen Nowitzki</a>	Changed Details.
8/24/2018 2:30 PM	<a href="#">Carmen Nowitzki</a>	Changed Closed at to 8/24/2018 2:30 PM. Created.

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# EXHIBIT G

**Subject:** OPT OUT OF UNION  
**From:** ERICH MANDEL (e.mandel@sbcglobal.net)  
**To:** info@seiu.org;  
**Date:** Monday, August 27, 2018 6:15 PM

08/27/18

This E-Mail is to inform you that I choose to quit the union and opt out, please discontinue my membership as of today and please discontinue receiving any dues on my behalf. ( I work for Palatine school district 15, transportation dept.)

Thank you, Erich Mandel ,  
492 N. Brockway st. , Palatine IL. 60067  
e.mandel@sbcglobal.net



# EXHIBIT H

**VIA FIRST CLASS MAIL**

September 5, 2018

Erich Mandel  
492 N. Brockway St.  
Palatine, IL 60067

**Re: Union Membership**

Dear Mr. Mandel:

You are receiving this letter because you contacted SEIU Local 73, the Union that represents you and tens of thousands of other public and publicly funded employees all across Illinois and Northwest Indiana in the fight for increased wages and protections.

You contacted us regarding the cancellation of your union membership. We want to be clear that you may cancel your membership at any time, although this would mean losing the benefits of full union membership. However, you made a commitment to pay an amount equal to dues to support your union's work when you became a member. To end that commitment, you agreed to mail a specific request to cancel your prior authorization within the prescribed window period that was outlined on the membership card you signed.

You committed to continue paying an amount equal to dues until either the fifteen-day period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of the day you signed the card or the date of termination of the applicable contract between the Union and your employer. If you do not request cancellation of these deductions during one of these fifteen-day periods, the deductions will continue until the next such period, when you will again have the opportunity to cancel these deductions. The next period during which you may cancel your authorization to pay an amount equal to dues is **7/12/2019 through 7/27/2019**.

If you still want to cancel your membership, you may do so by sending a signed dated letter stating that you no longer wish to be a union member. However, please understand that deductions of an amount equal to dues will continue unless and until you send a letter during the period specified above (or during any of the later cancellation periods available to you). Please be

sure the letter also contains the following information: your full name (as it would appear on your paycheck); your current mailing address and telephone number; and your employee ID number.

If you would like to cancel your deductions of an amount equal to dues, please send a signed dated letter to the Union **during the identified window period above**, stating your desire to cancel these deductions and payments. To ensure the efficient processing of your request, please be sure to include the following in your letter: your full name (as it appears on your paycheck); your current mailing address and telephone number; and the name of your employer.

Please mail your letter to the Union (we encourage you to send it by certified mail so there is a record of it being sent but it is not necessary to send either letter by certified mail) at the following address:

Membership Processing Department  
SEIU, Local 73  
300 South Ashland Avenue  
Chicago, Illinois 60607

Before making this important decision, I urge you to consider the important benefits of union membership. A union is the only reliable defense that public and publicly funded employees have in responding to attacks targeting their wages, benefits, job protections, and other rights. Our Union is only as strong as its members and the more members we have, the stronger we will be in defending against these attacks. That is why we are hoping that you will decide to remain a member of SEIU, Local 73. Additionally, only members are entitled to participate in internal union matters, to vote for union leaders, and to vote to reject or ratify the collective bargaining agreement for your bargaining unit. I urge you to call our Member Resource Center at 312 787 5868 to learn more about the benefits of union membership.

In Solidarity,

Sincerely,

Local 73 Leadership

Cc: File

# EXHIBIT I

**September 17 ,2018**

**Community consolidated school district 15**

**attention: personnel and payroll dept.**

**It has come to my attention that a payroll deduction for union dues is still occurring against my wishes, I have directed the District in writing on 08/21/2018 to discontinue this deduction because I have chosen to no longer be a union member, enclosed is a copy of that letter along with the Supreme court decision showing why this is an un lawfull practice if this continues without my consent, so please discontinue any further payroll deductions for union dues.**

**Erich Mandel**

# **EXHIBIT J**



Serving all or part of  
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Arlington Heights • Hoffman Estates  
Schaumburg • South Barrington

**Community Consolidated School District 15**

Joseph M. Kiszka Educational Service Center  
580 N. 1st Bank Drive  
Palatine, IL 60067-8110

Michael Adamczyk  
Chief School Business Official

(847) 963-3032 • Fax (847) 963-3061  
www.ccsd15.net

October 22, 2018

**Via USPS and Email to [hilbertj@ccsd15.net](mailto:hilbertj@ccsd15.net)**

Mr. Jim Hilbert  
Service Employees International Union (SEIU)  
521 N. Harrison St.  
Algonquin, IL 60102



**Re: Deduction Authorization Forms**

Dear Mr. Hilbert,

The U.S. Supreme Court's decision in *Janus v. AFSCME* determined that extraction of involuntary "fair share" fees from non-union members pursuant to the *Illinois Public Labor Relations Act* was an unconstitutional infringement on their First Amendment rights. In order to be in compliance with the *Janus* Decision and upon advice of legal counsel, please be advised of the following:

1. Community Consolidated School District 15 (CCSD 15) will no longer be deducting "fair share" fees for the 2018-19 school year from bargaining unit employees. Likewise, we will not be able to deduct union dues for former fair share fee payers who have not provided CCSD 15 with a current valid deduction authorization form.
2. CCSD 15 views Article XXII ("Fair Share") of the parties' Agreement to be null and void, without disturbing any other provision of the Agreement pursuant to Article IV ("Management Rights").
3. In order to be certain that CCSD 15's current dues deduction procedures are accurate and lawful for all employees, please provide our Payroll Department with copies of current valid dues deduction authorization forms for all of your members. Please collect and hand deliver or send via certified mail, no later than Monday, November 19, 2018, to:

Samantha Naborowski  
Payroll Department  
Community Consolidated School District 15  
580 N. 1<sup>st</sup> Bank Drive  
Palatine, IL 60067

4. In order for CCSD 15 to deduct union dues from all future hires, CCSD 15 will require copies of valid dues deduction authorization forms.

Thank you for your attention to this matter. Should you have any questions or concerns regarding any of the above, please contact me at 847-963-3032.

Sincerely,

A handwritten signature in black ink that reads 'Michael M. Adamczyk'.  
Michael M. Adamczyk  
Chief School Business Official

# **EXHIBIT K**



From: **Malgorzata Kowal** <[mkowal@seiu73.org](mailto:mkowal@seiu73.org)>  
Date: Tue, Oct 23, 2018 at 10:39 AM  
Subject: SEIU Local 73 membership cards  
To: [cockrumd@ccsd15.net](mailto:cockrumd@ccsd15.net) <[cockrumd@ccsd15.net](mailto:cockrumd@ccsd15.net)>  
Cc: [hilbertj@ccs15.net](mailto:hilbertj@ccs15.net) <[hilbertj@ccs15.net](mailto:hilbertj@ccs15.net)>, Carmen Dickinson <[cdickinson@seiu73.org](mailto:cdickinson@seiu73.org)>

Hello Ms. Cockrum

Attach you will find copies of 87 dues deduction authorization cards for SEIU local 73 members at Palatine School District 15. Please continue dues deductions for all of them. I will appreciate if you can provide Local 73 with new hire employee who are covered by SEIU Local 73 agreement. Please let me know if you have any questions. Thank you

Margie Kowal  
Comptroller, SEIU Local 73  
300 S. Ashland Ave, 4th Floor, Chicago, IL 60607  
Direct: (312) 588-7512|Main: (312) 588-7400|Fax: (312) 337-7768  
[mkowal@seiu73.org](mailto:mkowal@seiu73.org)

The information contained in this email message is legally privileged and confidential information intended only for the use of the individual or entity to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this message is strictly prohibited and may be unlawful. If you have received this message in error, please notify the sender immediately and destroy this communication and all copies thereof, including attachments. Thank you.

-----Original Message-----

From: [copier@seiu73.org](mailto:copier@seiu73.org) [mailto:[copier@seiu73.org](mailto:copier@seiu73.org)]  
Sent: Tuesday, October 23, 2018 9:20 AM  
To: Malgorzata Kowal <[mkowal@seiu73.org](mailto:mkowal@seiu73.org)>  
Subject: Message from "RNP002673ABC676"

This E-mail was sent from "RNP002673ABC676" (Aficio MP 7502).

Scan Date: 10.23.2018 10:19:30 (-0400)  
Queries to: [copier@seiu73.org](mailto:copier@seiu73.org)

# **EXHIBIT L**

2/27/2019

Google Apps Vault - SEIU Dues

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## SEIU Dues

---

**email: "cockrumd@ccsd15.net Danielle Cockrum" Wednesday, October 24, 2018 at 9:17:32 AM Central Daylight Time**

**To: email: "mandele@ccsd15.net Erich Mandel"**

**Cc: email: "naborows@ccsd15.net Samantha Naborowski"**

Good morning Erich,

I hope you are doing well. We have been reviewing our files and working with the union to ensure all employee profiles are accurately represented for Union Dues Deductions. We have a letter on file stating you wish to withdraw your membership from the Union; however, we have not received direction from SEIU to remove your bimonthly dues deduction. In order to no longer participate in the Union, you will need to contact your SEIU representative to be removed.

Please let me know if you have any questions.

Have a good day,  
Danielle Cockrum  
Accounting & Payroll Coordinator  
Community Consolidated School District 15  
580 N. First Bank Drive  
Palatine, IL 60067-8110  
P: 847.963.3025

# **EXHIBIT M**

**DOWD, BLOCH, BENNETT, CERVONE, AUERBACH & YOKICH**

8 SOUTH MICHIGAN AVENUE • 19TH FLOOR  
CHICAGO, ILLINOIS 60603-3315  
(312) 372-1361 | FAX (312) 372-6599  
WWW.LABORADVOCATES.COM

MELISSA J. AUERBACH  
JEREMY M. BARR  
BARRY M. BENNETT  
ROBERT E. BLOCH  
ROBERT S. CERVONE  
J. PETER DOWD  
JOSIAH A. GROFF  
WILLIAM M. KINNEY  
JUSTIN J. LANNOYE  
DAVID P. LIGHTMAN  
GEORGE A. LUSCOMBE III  
ELIZABETH L. ROWE  
RONALD M. WILLIS  
STEPHEN A. YOKICH

March 19, 2019

**By Certified Mail**

Erich Mandel  
c/o Jeffrey Schwab, Esq.  
Liberty Justice Center  
190 S. LaSalle St., Suite 1500  
Chicago, IL 60603

Re: *Mandel v. SEIU Local 73*, No. 18-cv-08385 (N.D. Ill.)

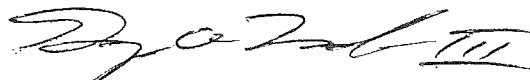
Dear Mr. Mandel:

This law firm represents SEIU Local 73 in the above referenced litigation. As you know, SEIU Local 73 has already refunded to you all union dues deducted from your pay after August 21, 2018, and has instructed Community Consolidated School District No. 15 to terminate dues deductions, in response to your apparent desire to resign your union membership. Further, the School District has terminated all dues deductions from your pay.

You signed an SEIU Local 73 membership card that required you to pay membership dues. That card is an enforceable contract, and therefore, you are not entitled to a refund of any amount of dues that you paid while you were a member of Local 73. Nevertheless, the time and expense involved in continuing to litigate this case is vastly out of proportion with your potential recovery.

The parties agree that the most you could recover in this case, even if you were to prevail on every remaining issue, is only \$924.00. Enclosed is a check for \$988.68, which is equal to \$924.00 plus 7 percent interest thereon. Local 73 is sending you this amount unconditionally.

Very truly yours,

  
George A. Luscombe III

cc: Jeffrey Schwab, Esq. (first class mail)  
Daniel Zapata, Esq. (by email)

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

**DOWD, BLOCH, BENNETT,  
CERVONE, AUERBACH & YOKICH**  
8 S MICHIGAN AVE FL 19  
CHICAGO, IL 60603

**AMALGAMATED BANK OF CHICAGO**  
CHICAGO, IL 60603  
2-340/710

43727

3.19.19

PAY TO THE ORDER OF *Erich Mendel*

*Nine hundred eighty eight & 68/100*

\$ 988 <sup>68</sup>/<sub>100</sub>

DOLLARS



*[Signature]*

AUTHORIZED SIGNATURE

MEMO

977/496 (*Mendel Lit*)

