

CUSTODIAL CONTRACT AGREEMENT

2009

AGREEMENT made and entered into this 23rd of June, 2009 between the Board of Education, Sycamore Community Unit School District No. 427 (hereinafter referred to as the "Board") and the Custodian, Maintenance, and Warehouse Employees (hereinafter called the "Employees").

ARTICLE 1 - RECOGNITION

- A. The Board recognizes the Employees as the exclusive bargaining representative for all custodial, warehouse and maintenance employees except head of maintenance, supervisors' managerial employees, foremen, and short-term employees. "Employee(s)" shall mean any person included in this bargaining unit.

ARTICLE 2 - NON-DISCRIMINATION

- A. The Board shall not unlawfully discriminate against any Employee for activity or functioning as a steward, committee member, or other official post, provided that if the employee utilizes the grievance procedure through Step Four with respect to a grievance alleging a violation of this Article, the employee shall first waive in writing his/her right to file an action in any State or Federal Court or State or Federal Agency on the matter.

ARTICLE 3 - MANAGEMENT RIGHTS

- A. The Board retains all functions, rights, powers, and authority of the Board as granted by the Illinois Compiled Statutes, which are not specifically limited by the express language of this Agreement.

ARTICLE 4 - GRIEVANCE PROCEDURE

A. Definitions

1. Any claim by an "Employee" that there has been a violation, misinterpretation, or misapplication of the specific terms of this Agreement shall be a grievance.
2. As is used in this Article, the terms "days" shall mean days on which the school business office is open.

B. Informal Procedures

1. The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

C. Formal Procedures

1. Step One: The employee shall present the grievance in writing to the building principal. Such grievance shall be submitted within ten (10) days following the occurrence complained of as the basis for the grievance. The building principal will arrange for a meeting to take place within ten (10) days after receipt of the grievance to discuss the claim. Within ten (10) days of the meeting, the employee shall be provided with the building principal's written response.
2. Step Two: If the grievance is not resolved at Step One, then the Employee may refer the grievance in writing to the Director of Building and Grounds within five

(5) days after receipt of the Step One answer. The Director of Building and Grounds shall arrange for a meeting to take place within five (5) days of receipt of the appeal. Within five (5) days of the meeting, the employee shall be provided with the written response of the Director of Building and Grounds.

3. Step Three: If the grievance is not resolved at Step Two, then the Employee may refer the grievance in writing to the Assistant Superintendent within five (5) days after receipt of the Step Two answer. The Assistant Superintendent shall arrange for a meeting to take place within five (5) days of receipt of the appeal. Within five (5) days of the meeting, the employee shall be provided with the written response of the Assistant Superintendent.
4. Step Four: If the Employee is not satisfied with the disposition of the grievance at Step Three, the Employee may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within ten (10) days of the date for the Step Three response, then the grievance shall be deemed withdrawn.

The arbitrator shall base his/her decision solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The arbitrator shall have no power to alter, amend, modify, or add to the terms of this Agreement.

D. General Provisions

1. Each party shall bear the expense of preparing and presenting its own case. The costs and expenses of the Arbitrator and incidental expenses mutually agreed to shall be borne equally by the parties.

2. Unless the parties mutually agree in writing that the time restrictions be waived, any grievance not appealed to the next step of the grievance procedure within the time limits set forth shall be deemed to have been settled. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance will be advanced to the next highest level.

3. An Employee representative may be present at all steps of the grievance procedure, if requested.

ARTICLE 5 - PROBATIONARY PERIOD

- A. A newly hired employee shall serve a probationary period of ninety (90) days. A written evaluation will be completed within sixty (60) days of hire date. If the probationary period shall be extended, written notice shall be provided to the employee prior to the completion of the ninety (90) day probationary period. Upon completion of the probationary period the employee shall become a regular employee entitling the employee to notice of termination with reasons in the event the Board decides to terminate such employee.

ARTICLE 6 - WORK HOURS AND OVERTIME

- A. Employees will receive time and one-half for all hours worked in excess of forty (40) hours per week or for all hours in excess of eight (8) per day, provided all overtime is approved by the appropriate administrator. Employees will receive double time for all hours worked on Sundays and Holidays. Employees will receive time and one-half for all time worked for non-scheduled work days regardless of total hours worked during the week, unless hours were missed due to sick leave or leaves due to administrative action.

B. The Employees grant the District the right to assign individuals to work events outside their regularly scheduled work hours. Such scheduling shall be offered first on a voluntary basis. Failing to fill the required positions, the District shall be able to assign employees to work using a rotating schedule of all Employees kept by the Superintendent or Designee.

C. Building Technicians/Heads or designee is required to check his/her building on the weekend or during a vacation period, the employee shall receive time and one-half. The district reserves the right to indicate the amount of time needed to check buildings as follows:

High School	1-1/2 hours
Middle School	1 hour
Elementary Schools	1 hour

D. If any employee is called out and required to report for work due to an emergency, the employee shall receive a minimum of two (2) hours pay. Such pay shall not apply to regular weekend building checks or other regularly scheduled school activities.

E. Any employee required to temporarily take the place of a building technician or maintenance employee for a period greater than 10 consecutive working days shall be placed at their corresponding position on the building technician or maintenance salary schedule and paid accordingly for the remainder of the time they are required to fulfill that job role. The compensation will be retroactive to the first day the employee begins filling that job role. In no instance, however, shall any employee be paid less than their current wage.

ARTICLE 7 - VACANCIES AND TRANSFERS

A. Voluntary Transfers

1. When a vacancy occurs within the bargaining unit, the vacancy shall be posted in all schools for a period of at least three (3) working days.
2. An employee will be given an opportunity to request a transfer to a vacancy that may occur by making a written request that states the reason for transfer to the principal of the affected building and the Assistant Superintendent. As between two or more regular employees who apply for such vacancy, where skill ability and physical fitness are equal, seniority will be the deciding factor.
3. As used in this Article "seniority" shall be defined as employee's length of continuous service in the bargaining unit at the school district dating from his/her most recent date of hire. A probationary employee shall receive no seniority during his/her probationary period. Upon successful completion of the probationary period his/her seniority shall revert to the last date of hire. The District will post in each building an annual seniority listing of all full-time regular and regular part-time employees. In the event of layoff and recall, seniority will prevail.

B. Involuntary Transfers

1. The involuntary transfer of custodians/maintenance and building technicians may become necessary due to the pupil distribution, instructional requirements and/or for other reasons. Notice of transfer shall be given to the custodian/maintenance and building technicians to be transferred as soon as practicable. Any custodian/maintenance and building technician who is to be involuntarily

transferred shall be given an opportunity to meet with an appropriate administrator to review the reasons(s) occasioning such a transfer. Such review shall take place no later than ten (10) school days following such transfer. Such transfers will not cause a loss in pay.

2. When transfers in assignment from one school to another are to be made, the custodians/maintenance and building technicians concerned shall, at their request, be given consideration for comparable vacant positions in other schools.
3. A probationary custodian/maintenance and building technician shall not be transferred during his/her probationary period unless it shall be in the best interest of the district.

ARTICLE 8 - INSURANCE AND OTHER FRINGE BENEFITS

- A. The Board shall maintain a cafeteria plan, which meets the requirements of Section 125 of the Internal Revenue Code. If at any time such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
- B. The Board shall make available to each full-time employee (30 hours per week or more) an insurance plan that includes group health/major medical insurance, group dental insurance, and group term life insurance in the amount of \$20,000. For the fiscal year 2007 and subsequent years the Board will contribute an amount equivalent to 103% of the previous fiscal year's contribution.
- C. The Board shall make available to each full time employee at the employee's expense:
 1. Family coverage group health/major medical;
 2. Disability insurance coverage;
 3. Dependent dental coverage;
 4. Voluntary term life insurance shall be made available for the employee only.

D. A cash option in lieu of Board paid single insurance coverage will be available only to those employees who elected the cash option in 2000-2001. A master list of those employees electing the cash option for the 2000-2001 school year will be kept in the district insurance office. The cash option shall remain at \$3,800 except that if the cost of single insurance coverage drops below \$3,800, the cash option will be equal to the cost of single insurance coverage. Members selecting this option will receive the full \$3,800. Such amount shall be subject to federal and state withholding, IMRF contribution, and contributions to Social Security and Medicare at the rates in effect at the time of payment. At the start of each plan year bargaining unit members electing the cash option will be given an opportunity to enroll in the Board paid single insurance coverage. Once an employee elects Board paid single insurance coverage, the cash option will never again be available to that employee.

E. The insurance choices selected may not change during the plan year except if there is a change in family status or other circumstances provided in the Regulations issued by the Internal Revenue Service.

Those individuals electing the disability insurance option as prescribed in Article 11, Section K-2, of the Professional Agreement, may change this election in the event that their application is rejected by the insurance carrier. Such change shall be made within ten (10) days following notification of unacceptability. Forms for such a change are available at the Administration Office.

F. The dollar total of the designated fringe benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payments during the plan year.

- G. An Employee Benefit Insurance Committee composed of representatives from all employee groups shall meet at least three (3) times a year to discuss the status of the Plan, and be advised of necessary modifications to the Plan.

The Board of Education agrees not to change or modify the premium or benefit structure of the Plan once it is set for a fiscal year for the duration of that fiscal year until a representative of the Board or its designee meets with representatives of the Custodial, Maintenance, and Warehouse employees, and provides rationale for any change.

- H. In the event the Board shall be required as a consequence of statutory enactment(s) to make payments for health and/or major medical insurance or the premiums therefore, for employees, this Article shall be promptly renegotiated.
- I. If both spouses are Bargaining Unit Members and one spouse is covered by the Board paid single coverage, they may elect, in lieu of the other spouse receiving Board paid single coverage, to have the Board apply a dollar amount equal to the Board's contribution for single coverage for the second spouse toward the cost of family coverage. Both spouses shall be assured of having no less benefits under this arrangement than would be accorded an employee under the single insurance coverage.

ARTICLE 9 – WAGES

- A. For the duration of this contract, Custodians, Maintenance, and Warehouse employees shall be paid according to their hourly rate per the attached schedule. (See Appendix B, C & D). A bonus merit pay program will be in effect during the term of this contract for all members of the bargaining unit. Employees shall be evaluated for determination of merit according to procedures developed by the Superintendent or designee. The bonus will be paid to the employee on the June 15th payroll. Bonus amounts shall be according to the rating scale as listed in Appendix A. Bonus amounts for employees working less than full time shall be pro-rated.

ARTICLE 10 - PAID HOLIDAYS

- A. The following holidays will be observed without loss of pay for all Custodial, Maintenance, and Warehouse employees. If the school district is in receipt of waiver authorizing non-observance, the district will grant an exchange day as shown in Appendix E*:

- Independence Day
- Labor Day
- *Columbus Day
- *Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- *Martin Luther King's Birthday
- *Lincoln's Birthday/President's Day
- *Casmir Pulaski's Birthday
- Spring Vacation Day (formerly Good Friday)
- Memorial Day

- B. An employee must work a full shift before and after the holiday, unless a doctor's excuse is presented as proof of illness, to receive pay for the holiday.
- C. If July 4th falls on a Saturday or Sunday, the Friday preceding or the Monday following shall be observed.
1. If an employee is required to work on any of the aforementioned holidays or Sundays, he/she shall be paid double time for school activities and double time for non-school activities.

ARTICLE 11 - LEAVES

A. SICK LEAVE

1. The Board shall grant full-time employees sick leave in the amount of fifteen (15) days without loss of pay during the fiscal year. If an employee does not use the full amount of annual sick leave allowed, the unused amount shall accumulate to a maximum available leave of three hundred seventy-seven (377) days.

2. Sick leave shall be interpreted to mean personal illness or quarantine at home. Sick leave shall also be granted for serious illness or death in the household of the employee or in the immediate family. Immediate family shall be interpreted to mean parent, grandparent, grandchild, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, aunt, uncle, husband, wife, child, stepchild, daughter-in-law, son-in-law, niece or nephew. Sick leave may also be utilized to attend the funeral of a close friend or family member not listed above, provided any such leave for two or more consecutive days or three days in the aggregate must be approved by the Superintendent or designee in his/her sole discretion. Such action shall not be construed as establishing any precedent. Sick leave due to a funeral will not count against the attendance bonus.

3. The Board of Education shall pay Custodial, Maintenance, and Warehouse employees an annual "Attendance Bonus" on August 15 of the following fiscal year according to the following schedule:

Perfect attendance-no sick leave absences	\$500.00
1 sick leave absence	\$250.00
2 sick leave absences	\$100.00

B. PERSONAL LEAVE

Three (3) days of personal leave per school year shall be granted for employee use without deduction of pay. Notification for such leave shall be submitted in duplicate to the principal and the Superintendent or designee at least forty-eight (48) hours in advance whenever possible. Personal leave shall not be taken on a day preceding or following a holiday or recess period without the written approval of the Superintendent or designee for good reason shown. Unused personal leave shall accumulate as personal leave to a maximum of three days and thereafter as sick leave.

Personal leave shall not be used for purposes of recreation (the extension of a vacation not compelled by factors beyond the employees control or an activity primarily oriented to enjoyment, and/or diversion), to participate in any form of work stoppage or demonstration, or for any purpose which shall result in ordinary income accruing to the employee.

Only two (2) Requests for Personal Leave per day per this employee group will be honored. Requests will be approved on a first come basis.

C. FAMILY AND MEDICAL LEAVE

The Board shall comply with the terms, conditions, and provisions of the Federal Family Medical Leave Act.

ARTICLE 12 - JURY DUTY

- A. An employee called for jury duty may be granted special leave to fulfill such duty at full pay. Employee absences due to jury duty will not count against the attendance bonus.
- B. An employee may retain any jury duty pay designated for travel, food, and other expenses incurred in performing such jury duty. Other compensation for jury duty will be endorsed to District No. 427.

ARTICLE 13 - RESERVE DUTY

- A. An employee who is a member of an armed services reserve or National Guard unit, when called for summer camp or special duty, may be granted special leave up to fifteen (15) calendar days to fulfill such duty. No deduction will be made from sick leave. The employee will retain his armed services compensation, but will not be compensated by the Board of Education during his period of duty.

ARTICLE 14 - VACATION ALLOTMENTS

- A. Two (2) weeks of vacation shall be granted on July 1st following the employee's hire date, providing that the employee has completed one full year of employment. Employees whose hire date is less than 9 months prior to July 1st following their date of hire shall be granted vacation on a pro-rata basis as shown in Appendix F. Such vacation is not cumulative, and must be used during the year for which it is granted. Three (3) weeks of vacation shall be granted after five (5) years of continuous employment. Four (4) weeks of vacation shall be granted after the completion of ten (10) consecutive successful years of employment with the District. The fourth (4th) week may be taken in pay providing the eligible employee provides written notification of this request to the Superintendent or designee by April 1st. Approved requests will be paid on the June 15th payroll.

- B. Vacation time may not be accumulated from one year to the next.
- C. One day of vacation may be used by the employee on pupil/teacher non-attendance days. Vacation days may be used before or after a legal school holiday. Use of vacation is subject to prior written request to the Superintendent or designee. Consideration of approval will be based on seniority.

Employees will be limited to no more than ten (10) consecutive work days of vacation leave during the summer non-school attendance break. Request for consideration of additional vacation leave during the summer must be made in writing to the Superintendent or designee. Approval of such request will be based on seniority and the needs of the District.

ARTICLE 15 - EVALUATIONS

- A. An evaluation of every employee will be made by his immediate superior a minimum of one (1) time each year. The employee will receive a copy of each evaluation for which he will sign to indicate only that he has received it. If after having reviewed the evaluation the employee feels the need to discuss the evaluation, he may request such a meeting with his immediate superior. This request must be made within five (5) working days following the receipt of the evaluation.

ARTICLE 16 - RETIREMENT FUND (IMRF)

- A. Each employee whose position is determined to require 600 hours or more of work must become, by statute, a participating member of the Illinois Municipal Retirement Fund (IMRF) immediately upon employment. The participation rate of salary deduction is established by IMRF and varies annually (the calendar year). Deductions are semi-monthly. IMRF contributions are considered part of the total salary and are

treated as tax sheltered income. The Board of Education is required by law to contribute an amount that is greater than that of the employee. This amount, too, varies from calendar year to calendar year. Participating employees can obtain pension schedules and details of the system from IMRF by requesting same through the administrative agent of the district.

ARTICLE 17 - GENERAL PROVISIONS

- A. Each employee shall have access to his or her personnel file in accordance with the Illinois Personnel Records Act.
- B. The Employees shall be permitted to hold one meeting per semester at shift change in a school building not to exceed one hour from each shift with one (1) hour unpaid time. Other meetings may be held in District facilities only by obtaining permission from the District Office.
- C. Copies of this agreement when ratified by the Board and Employees shall be supplied to each employee.
- D. Disability benefits shall be as outlined in Section 5 of the latest Illinois Municipal Retirement Fund manual.

ARTICLE 18 - NO STRIKE

- A. During the term of this Agreement or any extension, no employee nor any person acting on behalf of the employee will ever or at any time engage in, authorize, assist or instigate any strike, slow-down or other refusal to render full and complete service to the Board.

ARTICLE 19 - DURATION AND TERMINATION

- A. This Agreement shall constitute the entire Agreement between the Board and the Employees and concludes collective bargaining for the term.

- B. This Agreement shall be effective from July 1, 2009, through June 30, 2013, and from year to year thereafter unless either party gives written notice on or before March 1, 2013, or on or before any March thereafter, of its desire to modify or terminate this Agreement. If such notice is given, the party initiating the reopening of negotiations shall submit to the second part on or before March 15, 2013, or any March 15 thereafter, a list of those items proposed for negotiation

This Agreement is signed this _____ day of _____, 2009.

IN WITNESS THEREOF:

FOR THE CUSTODIANS,
MAINTENANCE, & WAREHOUSE
EMPLOYEES:

FOR THE BOARD OF EDUCATION OF
SYCAMORE COMMUNITY UNIT
SCHOOL DISTRICT NO. 427

By: _____

Representative

Representative

By: _____

President

Secretary

**APPENDIX A
MERIT PAY SCALE**

3.0	\$1,750.00
2.9	1,500.00
2.8	900.00
2.7	500.00
2.6	400.00
2.5	300.00
2.4	50.00
2.3	0.00
2.2	0.00

Scale is based on supervisor evaluation, and building walk throughs/inspections.

**Appendix B
Custodial Salary Schedule**

STEP	FY 10	FY 11	FY 12	FY 13
0	11.89	12.02	12.15	12.28
1	12.17	12.31	12.44	12.58
2	12.48	12.60	12.74	12.88
3	12.69	12.92	13.04	13.18
4	12.90	13.13	13.37	13.49
5	13.10	13.35	13.59	13.84
6	13.31	13.56	13.81	14.07
7	13.52	13.78	14.04	14.30
8	13.72	13.99	14.26	14.53
9	13.93	14.20	14.48	14.76
10	14.14	14.42	14.70	14.99
11	14.35	14.63	14.92	15.22
12	14.55	14.85	15.15	15.45
13	14.76	15.06	15.37	15.68
14	14.97	15.28	15.59	15.90
15	15.17	15.49	15.81	16.13
16	15.38	15.70	16.03	16.36
17	15.59	15.92	16.25	16.59
18	15.79	16.13	16.48	16.82
19	16.00	16.35	16.70	17.05
20	16.21	16.56	16.92	17.28
21	16.42	16.78	17.14	17.51
22	16.62	16.99	17.36	17.74
23	16.83	17.20	17.58	17.97
24	17.04	17.42	17.81	18.20
25	17.24	17.63	18.03	18.43
26	17.45	17.85	18.25	18.66
27	17.66	18.06	18.47	18.89
28	17.86	18.28	18.69	19.12
29	18.07	18.49	18.91	19.35

**APPENDIX C
Building Technician/Head Custodian Salary Schedule**

STEP	FY 10	FY 11	FY 12	FY 13
0	14.10	14.19	14.42	14.80
1	14.50	14.59	14.69	14.92
2	14.71	15.01	15.10	15.20
3	14.91	15.22	15.53	15.63
4	15.12	15.44	15.75	16.08
5	15.33	15.65	15.98	16.31
6	15.54	15.86	16.20	16.54
7	15.74	16.08	16.42	16.77
8	15.95	16.29	16.64	16.99
9	16.16	16.51	16.86	17.22
10	16.36	16.72	17.09	17.45
11	16.57	16.94	17.31	17.68
12	16.78	17.15	17.53	17.91
13	16.98	17.36	17.75	18.14
14	17.19	17.58	17.97	18.37
15	17.40	17.79	18.19	18.60
16	17.61	18.01	18.42	18.83
17	17.81	18.22	18.64	19.06
18	18.02	18.44	18.86	19.29
19	18.23	18.65	19.08	19.52
20	18.43	18.86	19.30	19.75
21	18.64	19.08	19.52	19.98
22	18.85	19.29	19.75	20.21
23	19.05	19.51	19.97	20.44
24	19.26	19.72	20.19	20.67
25	19.47	19.94	20.41	20.90
26	19.68	20.15	20.63	21.13
27	19.88	20.36	20.85	21.36
28	20.09	20.58	21.08	21.58
29	20.30	20.79	21.30	21.81
30	20.50	21.01	21.52	22.04
31	20.71	21.22	21.74	22.27
32	20.92	21.44	21.96	22.50
33	21.12	21.65	22.19	22.73
34	21.33	21.86	22.41	22.96
35	21.54	22.08	22.63	23.19
36	21.75	22.29	22.85	23.42
37	21.95	22.51	23.07	23.65
38	22.16	22.72	23.29	23.88
39	22.37	22.93	23.52	24.11
40	22.57	23.15	23.74	24.34

**Appendix D
District Wide Maintenance**

STEP	FY 10	FY 11	FY 12	FY 13
0	15.37	15.50	15.65	15.76
1	15.78	15.91	16.04	16.20
2	16.20	16.34	16.46	16.60
3	16.61	16.76	16.91	17.04
4	17.03	17.19	17.35	17.50
5	17.44	17.62	17.79	17.96
6	17.85	18.05	18.24	18.42
7	18.27	18.48	18.68	18.88
8	18.68	18.91	19.13	19.34
9	19.10	19.34	19.57	19.79
10	19.51	19.76	20.01	20.25
11	19.92	20.19	20.46	20.71
12	20.34	20.62	20.90	21.17
13	20.75	21.05	21.34	21.63
14	21.17	21.48	21.79	22.09
15	21.58	21.91	22.23	22.55
16	21.99	22.34	22.67	23.01
17	22.41	22.76	23.12	23.47
18	22.82	23.19	23.56	23.93
19	23.24	23.62	24.00	24.38
20	23.65	24.05	24.45	24.84
21	24.06	24.48	24.89	25.30
22	24.48	24.91	25.33	25.76
23	24.89	25.33	25.78	26.22
24	25.31	25.76	26.22	26.68
25	25.72	26.19	26.66	27.14
26	26.13	26.62	27.11	27.60
27	26.55	27.05	27.55	28.06

**Appendix E
Holiday Schedule**

	Veteran's Day	Fourth of July Day	Observance	Exchange
2009	Observed on Wed, Nov. 11	Saturday	Friday, July 2	Not Applicable
2010	Thursday	Sunday	Friday, July 2	Monday, July 5
2011	Friday	Monday	Monday, July 4	Friday, July 1
2012	Sunday	Wednesday	Wednesday, July 4	Not Applicable

Appendix F

Month hired of first year	Number of Vacation Days Earned on following July 1
July August, September	10
October, November,	8
December, January,	6
February, March	4

This Agreement is signed this 23rd day of June, 2009.

IN WITNESS THEREOF:

FOR THE CUSTODIANS,
MAINTENANCE, & WAREHOUSE
EMPLOYEES:

By: Tony Young
Representative
Dale Bolander
Representative

FOR THE BOARD OF EDUCATION OF
SYCAMORE COMMUNITY UNIT
SCHOOL DISTRICT NO. 427

By: Jim DeBoe
President
Don Clayberg
Secretary