

PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN

OSWEGO SCHOOL DISTRICT NO. 308

AND

OSWEGO CUSTODIAL/MAINTENANCE ASSOCIATION

7/1/2009 – 6/30/2013



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## CUSTODIAL/MAINTENANCE AGREEMENT MISSION STATEMENT

The Oswego Custodial/Maintenance Association (OCMA), IEA-NEA (Association) shall share a joint responsibility with the Board of Education of District 308, Oswego, Illinois (Board). This joint responsibility will create a safe, well maintained, and clean environment for the children of this District. Furthermore the Association is committed to working as a partner with the Board. As the District looks to future growth, a partnership will create and enforce standardized expectations for all Association employees. A partnership will recognize employee loyalty and allow for employee advancement within the District.

## ARTICLE I

### Agreement and Recognition

A. The Board of Education of School District No. 308 of Oswego, Illinois, Kendall County, hereinafter referred to as the "Board", recognizes the Oswego Custodial/Maintenance Association/IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for all regularly employed, full and part-time custodial and maintenance employees, building engineers, groundskeepers, and mail clerks. Excluded from the bargaining unit are certified, confidential, supervisory, managerial, short term and classified employees not covered in this Article.

#### B. Full-time / Part-time

- (1) Full-time employees are those regularly employed individuals who work at least 40 hours weekly.
- (2) Part-time employees are those regularly employed individuals who work at least 20 hours weekly.

#### C. Probationary Employees

Employees who are serving their probationary period are represented by the terms of this Agreement.

- (1) The probationary period is defined as the first ninety (90) calendar days of employment with the district as a full-time or part-time, regular employee and it commences with the first day of work. Employees cannot be raised beyond step two (2) upon ending of probationary period.
- (2) During the probationary period, the District will evaluate the employee's performance to determine whether he/she should be employed as a regular employee. A probationary employee's employment and compensation may be terminated at any time with or without cause and with or without notice at the option of the District.
- (3) Probationary employees are union members and are entitled to union representation.

## ARTICLE II

### Association Rights

A. The Association shall hold regular meetings as long as normal building coverage remains in place. An employee shall be allowed to attend an association meeting if requested to work on that given day without pay. If possible, the opportunity to make up such time will be provided. The Association President shall communicate the monthly dates to the Director of Buildings and Grounds. With prior approval, the Association shall have the right to use school buildings for the purpose of conducting Association business and without disrupting normal school operations. Any unusual or extraordinary costs incurred with such meetings will be paid for by the Association.

B. The Association shall be allowed to use one (1) bulletin board in each building, the location of which will be mutually agreed upon, for the purpose of Association business.

C. Job descriptions for all OCMA positions will be provided to the Association President and Secretary or their designee. The Board assures that each employee will have a copy of a job description which will be given upon employment or upon employee request.

D. The Association shall have the right to send representatives to local, state and national conferences. The Association shall have the right to purchase for its members time not to exceed five (5) days in the

aggregate for the term of this Agreement. These days shall be purchased at the regular substitute pay rate when a substitute is required. This leave shall have no adverse effect on the employee's seniority, wages, or benefits. Written requests for Association leave shall be received by the Superintendent or designee not later than five (5) days before the leave begins. The Superintendent or designee will provide the Association with written approval not later than two (2) days after having received the written request.

- E. The District will notify the Association Treasurer of any newly hired or terminated bargaining unit employees promptly after final action by the District Board of Education on the employee's hiring or termination via the Personnel Report.
- F. OCMA members will be provided computer access in order to check district email account. Use of computer shall be during break or before or after work shift unless it is work related.

### ARTICLE III

#### Management Rights

- I. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties, and responsibilities conferred upon and vested in by the laws and Constitution of the State of Illinois and of the United States, including, but without limiting, the generality of the foregoing right.
  - A. To the executive management and administrative control of the school system and its properties and facilities of its employees;
  - B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
  - C. To decide upon the duties, responsibilities, and assignments of employees.
- II. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

### ARTICLE IV

#### Fair Share

All employees covered by this Agreement who are not members of the Custodial/Maintenance Association, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Association, shall pay to the Custodial/ Maintenance Association each month their fair share of the costs of the services rendered by the Association that are chargeable to non-members under state and federal law.

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Custodial/Maintenance Association provided, however, that the association shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of the members of the Custodial/Maintenance Association.

Upon receipt of said affidavit the Board shall cooperate with the Custodial/Maintenance Association to ascertain the names of all employee non-members of the Custodial/Maintenance Association from whose

earnings the fair share payments shall be deducted, their work locations and available space to post a notice concerning fair share.

The Oswego Custodial/Maintenance Association (OCMA) shall cause to be posted a notice continuing the fair share fee information specified above and advising that any non-member may object to the amount of the fee by filing a fair share fee objection.

If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Custodial/Maintenance Association, the Custodial/Maintenance Association shall promptly adopt said determination and notify the Board and reduce deductions from the earnings of non-members to said prescribed amount.

The Oswego Custodial/Maintenance Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provision.

If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of the Article void or not enforceable, the Custodial/Maintenance Association and Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or ruling of said Labor Board or court.

Any OCMA member objecting to the Fair Share fee based upon bonafide religious tenets or teaching of a church or religious body of which such employee is a member shall pay an amount equal to the Fair Share Fee to a non-religious charitable organization. Such organization shall be mutually agreed upon by the OCMA member and the Custodial/Maintenance Association, or in the absence of such agreement, to an organization on the approved list of charitable organizations established by the Illinois Educational Labor Relations Board.

Authorization (Sample)

I hereby authorize the Board of Education of Oswego Community Unit District 308 to deduct the approved annual dues for the NEA, IEA, and OCMA from my salary.

The annual amount to be deducted will be the then current annual dues rate, and equal deductions will be made from each of my paychecks; however, since paychecks are issued 24 times per year, this initial deduction must occur on an odd-numbered distribution period following receipt of the authorization.

In the event that I resign from the employment of the Board, or request a leave of absence from the Board prior to termination of the current authorization, the Board shall deduct the unpaid portion from my final paycheck. If final paycheck does not cover the unpaid balance, the OCMA shall be held liable.

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OCMA Member Signature

## ARTICLE V

### Negotiating Procedures

- A. Either party desiring to negotiate a successor Agreement shall give the other party a written notice not later than sixty (60) days before the expiration date of the current Agreement. This notification will serve as a demand to bargain pursuant to the Illinois Educational Labor Relations Act.
- B. Neither party in any negotiations shall have any control over the selection of negotiating team members of the other party.
- C. When the negotiating teams reach tentative agreement, it will be reduced to writing and submitted to the Association for ratification within ten (10) days. Following ratification by the Association, it will also be presented at the next scheduled School Board Meeting for ratification.
- D. Within ten (10) days after the Agreement is signed, copies of the ratified Agreement shall be printed at the expense of the Board and presented to all bargaining unit members. In addition, the Board shall provide ten (10) extra copies of the Agreement to the Association without charge.
- E. The parties will submit a joint written request to the Federal Mediation and Conciliation Service (FMCS) if both parties agree that appointment of a mediator may assist parties in reaching an overall contract settlement or the IELRB invokes mediation pursuant to the impasse procedures in the IELRB rules and regulations.
- F. When, by mutual agreement of the parties, negotiations are scheduled during regular working hours, release time shall be provided for members of the Association's negotiating team at regular pay.

## ARTICLE VI

### Grievance Procedure

#### SECTION 1. Access

All bargaining unit members have access to this Grievance Procedure subject to the limitations in Section 2 regarding any issues involving the dismissal or continued employment of probationary employees.

#### SECTION 2. Definition

A grievance shall mean any claim by the Association, any group of employees or an employee that there has been an alleged violation, misinterpretation or misapplication of the terms of this Agreement. Matters dealing with dismissal or continued employment of employees serving a probationary period shall not be subject to the grievance procedure.

(A) Conditions

All time limits consist of work days, and work days are any time when the district office is open.

(B) The grievant has a right to request that an Association representative be present at any step of the grievance procedure.

#### SECTION 3. Procedure

Hearings and conferences held under this procedure shall be conducted by mutual agreement of the grievant and Board.

Should any grievance meeting or hearing require that an employee or Association Representative be released from his/her regular work schedule, he/she shall not suffer loss of pay.

If the grievance is not settled at Step Two of this procedure, the Association on behalf of the employee may appeal to the Superintendent or designee in writing within ten (10) business days to settle the grievance. The Superintendent or designee shall arrange with the Association representative for a meeting to take place within ten (10) business days of the Superintendent or designee's receipt of the Step 3 grievance appeal.

### Step One - Informal

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.

### Step Two

Within thirty (30) business days of the time a grievance arises or when such occurrence should reasonably have become known, the employee or the Association shall reduce the grievance to writing, citing the alleged violation. The written grievance will be presented to the employee's building principal or designee. Within fifteen (15) work days after the grievance has been submitted in writing to the building principal or designee, the building principal or designee shall give a written reply to the employee.

The building principal or his/her designee (Superintendent or his/her designee) shall arrange with the grievant or Association representative for a meeting to take place within ten (10) business days of the building principal or his/her designee, (Superintendent or his/her designee) receipt of the Step 2 grievance appeal.

- (A) The written grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of the Agreement alleged to be violated, shall state the contention of the employee and of the Association with respect to these provisions, and shall indicate the specific relief requested.

### Step Three

The building principal or his/her designee (Superintendent or his/her designee) shall arrange with the grievant or Association representative for a meeting to take place within ten (10) business days of the building principal or his/her designee (Superintendent or his/her designee) receipt of the Step 3 grievance appeal.

- (A) If the grievance is not settled at Step Two of this procedure, the employee may appeal to the Superintendent or designee in writing within ten (10) business days to settle the grievance. The Superintendent or designee shall respond in writing to the grievant within ten (10) business days.
- (B) If further investigation is needed, additional time may be allowed by mutual agreement between the Association and the Superintendent or designee.

### Step Four

- (A) Within thirty (30) business days after receipt of the decisions of the Superintendent, the Union or the Board, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.
- (B) It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

- (C) All expenses incurred shall be shared equally by the Board and Association. It is understood that such expenses will be limited to the arbitrator's fee. Any legal expenses incurred should be paid for by the party engaging the legal counsel.

## ARTICLE VII

### No Strike / No Lockout

It is specifically understood that, during the term of this agreement:

- (A) neither the Association nor its members shall participate in or encourage a strike or any other form of interference with the normal operations of the school system or its programs.
- (B) the Board shall not lock out the Association nor its members.
- (C) The Board of Education recognizes by Illinois School Code 105 ILCS5/10-22.34C, a district cannot engage in outsourcing during the duration of a collective bargaining agreement.

## ARTICLE VIII

### Leaves

#### A. Sick Leave

1) Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or in the household, or birth, adoption, or placement for adoption. (Immediate family, for the purposes of illness, shall be interpreted to mean husband, wife, son, daughter, mother, father, brother, sister, step-son, step-daughter, step-father, step-mother, step-brother, step-sister, brothers-in-law, sisters-in-law, parents-in-law, grandparents, or grandchildren.) Household shall be interpreted to include any person living within the employee's home. Employees may use accumulated sick leave for attendance at funerals of the immediate family.

- a. Employees shall be granted twelve (12) days of sick leave per year. Sick leave may accumulate to 240 days. IMRF requires 240 days for maximum benefit of one year toward retirement.
- b. Employees who enter employment with the district during the school year shall receive sick leave on a prorated basis.
- c. Sick leave shall not accrue during leaves of absences without pay or during layoffs.
- d. Absence for part of a day for reasons in accordance with the sick provisions shall be charged against accrued sick leave in an amount not less than one-half day. Holidays and other regular days off shall not be charged against sick leave.
- e. Probationary employees shall not be eligible for paid sick leave; however, upon successful completion of the probationary period, ninety (90) calendar days, they shall be credited for sick leave from the initial date of hire.
- f. The employee may be required to provide the District with a physician's certificate upon request if the employee requests paid sick leave after an absence of three (3) consecutive days for personal illness or as the Superintendent or designee may deem necessary in other cases.

B. Personal/Business Leave

- (1) Two days' personal business leave with pay may be used for business which reasonably may not be taken care of other than during school hours. Requests submitted less than five (5) days for the personal leave day need to specify the reason for the personal leave day request.
- (2) The request (See Appendix B) for personal business leave must be submitted for approval 5 days prior for written approval by the Superintendent or his/her designee. Requests within five (5) days need to contain justification for said request.
- (3) Personal business days shall not be used consecutively to extend a holiday or vacation. Any request for exception to this must be submitted in writing and is subject to approval by the Superintendent or his/her designee.
- (4) Personal business leave shall not be extended to part-time employees as defined in Article I(B)(2) of this Agreement.
- (5) Unused personal business leave days at the end of each year shall accumulate as sick leave.

C. Family/Medical Leave Act

The Board will comply with its obligations under the Family and Medical Leave Act (FMLA). Employees may reference the Family and Medical Leave School Board Policy 5:185 on the employee Intranet site in the Personnel Section.

D. Bereavement

A maximum of two (2) work days per year will be allowed on account of death of an immediate family member. Bereavement leave will not be counted against an employee's sick leave accumulation. Additional days may be deducted from sick leave, personal leave or vacation time whichever the employee chooses. Unused bereavement leave days shall not carry over from one year to the next. For purposes of this section, immediate family shall be interpreted to mean husband, wife, son, daughter, mother, father, brother, sister, step-son, step-daughter, step-father, step-mother, step-brother, step-sister, brothers-in-law, sisters-in-law, parents-in-law, grandparents, or grandchildren. Household shall be interpreted to include any person living within the employee's home.

E. Jury Duty

Each employee shall be excused from his/her regularly assigned duties for jury duty or job related witness appearance. He/she shall be paid the difference between the regular rate and the jury fee or return the difference if the fee is greater than the pay.

F. Military Duty

The Board will comply with its obligations under the Board Policy Military Duty. Employees may reference the Military Duty Board Policy 5:182 on the employee Intranet site in the Personnel Section.

## ARTICLE IX

### Working Conditions

#### A. Payroll Deductions

Upon written request of the employee, the Board shall authorize deductions of membership dues for the Association, including IEA/NEA. Such authorization shall continue from the beginning of the year to year end unless revoked in writing between May 15th and June 15th of any year. The Board shall deduct 1/24 of such dues from each regular salary check for that employee for twelve (12) months beginning in July and ending in June. Deductions for employees hired after that date shall be pro-rated to complete payments for that year.

The Board shall transmit all withholding for dues to the Association within ten (10) working days of the withholding.

#### B. Seniority

1. "Seniority," as used in this Agreement, is defined by the length of an employee's continuous service with the Board since the date of hire.
2. The Board shall provide the Association President with a seniority list on or before February 1st of each year.
3. An employee shall lose all seniority credit in the event of voluntary or involuntary termination or failure to return from a layoff.
4. No seniority shall accrue during an unpaid leave of absence or layoff.
5. Part-time employees shall accrue seniority in the District on the part-time seniority schedule. When a part-time employee becomes full-time their part-time seniority shall carry over to full-time status.
6. For the purpose of the seniority the following classifications shall apply:
  - A. Custodian
  - B. Building Engineer
  - C. Groundskeeper
  - D. Mail Clerk
  - E. Maintenance

#### C. Vacancy

Notification of open or new positions pertaining to custodians, engineers, maintenance, groundskeepers, and/or mail deliverers shall be made known to all employees in the system. Notices will be posted on the bulletin board designated for employees in each building or work site and given to the Association President. Employees will have five (5) work days to file with the Superintendent or his/her designee a written statement of interest in the vacancy. All who file this statement will be interviewed. New district employees shall be considered only after interested and qualified district employees have been considered and interviewed for new and open positions.

Qualifications, including characteristics such as work skills, related experience, attitude, and initiative as defined on the employee evaluation instrument, shall be the major considerations in determining whether or not the interested candidate receives the position. If more than one internal candidate appears equally qualified, seniority will be used to determine the appointment.

A posting shall specify the classification, building location (work site), and salary. The candidate(s) who are not chosen for the position shall be given notification in writing.

C.1 Resignation

An employee resigning from the district shall submit in writing said resignation to the Superintendent or his/her designee and shall give at least two-weeks notice prior to his/her last day of work. The employee may request a conference with the Superintendent or his/her designee for the purpose of explaining any extenuating circumstances that may be considered for shortening the two-week notice. The district will not unduly deny the shortening of the two-week notice. A physician's statement will be required if sick leave is used during the two-week notice period.

D. Notification of Assignment

In the event changes of a permanent or indefinite nature are made in such assignments after June 15, the employee shall be notified as soon as practicable, but every effort shall be made to give notice ten (10) calendar days preceding the effective date of the change in assignment. Before any change in assignment is made, the administration shall consult with the employee concerning his/her preference. The employee may request to meet with the Superintendent or designee in the event of an involuntary change in assignment.

D.1 Voluntary Transfer for OCMA Members

Should an employee covered by this Agreement desire a change from his/her current assignment a written letter of request shall be submitted to the Associate Superintendent for Administration. If a voluntary transfer process is initiated by the district (e.g., opening a new building, adding a new shift), Article IX,D., Paragraphs 1 and 2 apply. Current employees will be considered prior to considering any person not employed by the district.

A qualified employee in good standing who applies for an open position in the district shall be given first consideration. If two applications are submitted for the same opening, the least senior employee has "right of first refusal" for the position left vacant by the senior employee.

When an employee needs to transfer to a position in a different classification with less pay, and that position is vacant, the employee needs to document a reason for that change (e.g., doctor's note). In such a case the employee's salary shall remain frozen until such time as the normal process of negotiations brings the other employees in the classification up to the transferred employee's salary level or hourly rate whichever applies.

If a current employee in good standing transfers voluntarily to a new position of higher qualifications and salary and has been with the district full time for less than one (1) year he/she will move to Step 1 or Step 2 of the new position. If the employee has been with the district for more than one (1) year he/she will move to Step 2 or Step 3.

If a current employee voluntarily transfers to a position of lesser qualifications and salary that person will move to Step 1 or Step 2 of the new lower salaried position.

The district has the discretion of what step the employee moves to in cases where there are two (2) choices, and has discretion on all transfers.

D.2 Involuntary Transfer for OCMA Members

Before any employee covered by this Agreement is involuntarily transferred to another building or work site, volunteers will be considered first. In the event that no volunteers are available or the

Administration has not selected a volunteer, the employee most suitable for the position based upon the needs of the district shall be transferred with appropriate consideration given to transferring the least senior employee. The administration will consult with the employee being considered for transfer, will make known its intention and rationale, and will permit the employee to share his/her reactions to the proposed assignment. The final decision on all involuntary transfers remains with the Administration. Any employee transferred involuntarily shall receive consideration (the right to apply and interview) in any requested transfer for future vacancies. No employee shall be involuntarily transferred more than once in any two (2) year cycle without written consent of the employee, and the employee shall not incur a reduction in pay as a result of any involuntary transfer.

An involuntary transfer due to the districts choice or due to an employee health related issue to a lower salaried position, employee is frozen at current wage until the pay scale for that position is equal to or higher than frozen salary.

E. Labor Management Meetings

The rapid growth of District No. 308 impacts all of its employees. In the spirit of collegiality and invested interest in the District, the Association and selected representatives shall meet with the Superintendent and/or his/her designee on a regular basis. The Association President, Vice-President, and representatives (1 from custodial, 1 from maintenance) shall meet at mutually agreeable times during the contract year to discuss the operation of this Agreement and District growth and needs.

F. Layoff

1. In the event the Board determines the need for a Reduction in Force, the Administration shall meet with the Association to discuss the following:
  - a. Reasons for the need to have layoff.
  - b. Verification of Seniority list.
  - c. Verification of layoff and recall procedures.
2. Layoff-Recall Procedures:
  - a. Temporary and student employees shall be terminated before any layoff procedure begins.
  - b. Employees shall be laid off in the inverse order of their seniority.
  - c. If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the position thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from that category of position, so far as they are qualified to hold such positions.
  - d. Employees shall be called back to work according to his/her placement on the Employee Recall Seniority list.
  - e. Employees on layoff, who have been offered reemployment to the classification from which they had been laid off and have declined, shall be removed from the Employee Recall Seniority list.
  - f. Employees on layoff will have the option to be kept on the Group Health/Hospital Insurance plan via COBRA at the employee's expense. FEPC guidelines will prevail.
  - g. The District shall not employ any non-District applicants to fill any vacant full-time or part-time positions in the category of position subject to layoff unless all qualified

bargaining unit employees on the recall list have been reinstated to the vacant position or declined reinstatement to the vacancy.

3. Nothing in the Article or any part of this Agreement is intended to restrict the sole authority of the Board to determine the financial necessity of service reduction, the form of the reduction, and the duration of the layoff.

G. Lunch Break

Each employee is expected to take a duty-free thirty (30) minute lunch break, without interruption, at the convenience of his/her responsibilities as assigned and which shall not be considered as part of the employed time. Employees may leave the campus for lunch provided the building is staffed appropriately.

H. Time Sheets/Record of Time

All employees are responsible for keeping an accurate record of hours worked.

I. Emergency School Closing

When the schools and school offices are officially closed by the Superintendent or his/her designee, employees are expected to report to work, unless notified differently. If an employee is unable to work on such given day, he/she may use a personal, vacation, or discretionary day. If possible an opportunity will be given to the employee to make up the lost day (i.e., work on Saturday).

J. Uniforms

1. Following ninety (90) days of satisfactory service, all employees will receive five (5) shirts provided by the district. Safety shoes and safety glasses will also be provided. Maximum expenditure for glasses and shoes is \$100.00 for each item. Shirts are to be worn daily when school is in session and on weekends, holidays and anytime you are representing the district for extra functions. One coat or one pair of overalls are to be provided to Maintenance, Building Engineer, Groundskeeper, and Mail Clerks as needed. Shirts either damaged or permanently soiled will be replaced at district expense upon approval from the Director of Buildings and Grounds. No hats are to be worn in the buildings at any time.
2. The Board agrees to establish a committee comprised of two (2) administrators and two (2) employees to review the quality of shirts purchased and to provide a recommendation to the Superintendent or his/her designee.
3. Employees will be expected to wear appropriate pants that are not tattered or torn; sweat pants are not allowed.

K. Vacations, Holidays / Discretionary Days

All full-time, twelve-month Employees are eligible for paid vacation based on the schedule set forth below.

The District reserves the right to approve or not, vacation requests based on District needs (e.g. at least one District employee per building at all times).

Upon initial employment with the District as a 12-month employee, vacation will be earned at the rate of 1 day per month beginning with the first calendar month and will be eligible for use as accrued.

If the employee start date is between the 1<sup>st</sup> and 15<sup>th</sup>, he/she will accrue one (1) day for that month.

If the employee start date is between the 16<sup>th</sup> and the end of the month, he/she will not accrue a day for that month.

Examples:

Employee starts on April 1; at the end of that month they will have earned one (1) vacation day.

An employee starts on November 21; at the end of that month they will not have earned a vacation day.

On July 1 of each year, employees will accrue a year of vacation service. In order for new employees to be advanced a year, they must complete six months of employment prior to July 1. (First work day must fall between July 1 and December 31 of the previous calendar year.)

Maximum vacation days permitted at the conclusion of one year's employment are twelve (12) days. Additional vacation days shall accrue as follows:

<u>Months of Continual Service</u>	<u>Monthly Accrual Rate</u>	<u>Equivalent Days</u>
0 – 60	1 day	12 days
61 – 180	1.5 days	18 days
181 plus	2 days	24 days

The minimum amount of vacation to be taken will be in half-day increments. Vacation may be approved after submitting a Vacation Request Form to the building principal or immediate supervisor (see Appendix C).

Upon termination, following one full year of employment, employee shall be compensated at their regular salary rate for unused accrued vacation days.

Employees shall receive compensation for the following legal and school holidays/discretionary days:

- Christmas and one additional day
- New Year's and one additional day
- Martin Luther King's Birthday
- Lincoln's Birthday or President's Day (whichever is on district calendar)
- Casimir Pulaski Day
- Spring Break Day and one additional day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving and the Friday following

Discretionary days must be used on non-student attendance days, unless otherwise approved by the supervisor.

All Employees work days will be reduced to a six (6) hour day on the last scheduled work day prior to Christmas Day, New Year's Day and the 4<sup>th</sup> of July holidays.

L. Employee Discipline

Employee Discipline: Employee discipline will be progressive, except for gross misconduct, and will follow the steps outlined below. The sequence and necessity for the following steps will be determined by the Superintendent, or designee, depending on the circumstances of each case.

In the event employee discipline is necessary the employee has the option and right for representation by an OCMA Officer or representative.

With the exception of gross misconduct, a written notice of the meeting and reason for discipline or dismissal shall be provided to the employee twenty-four (24) hours prior to the meeting.

Verbal Warning:

A verbal warning will be given to the employee for misconduct or poor performance which does not warrant dismissal or suspension as the initial disciplinary action. This warning will be issued by the employee's immediate supervisor. A written memorandum will be sent to the employee and the Association President within forty-eight (48) hours after the meeting to document the verbal warning. This acknowledgement of the verbal warning will not be filed in the employee's official personnel file but it will be kept on record for a period of one (1) year.

Written Warning:

A written warning will be issued to an employee for misconduct and/or poor performance. This warning will be issued by the employee's immediate supervisor. A written memorandum will be sent to the employee and the Association President within forty-eight (48) hours after the meeting to document the written warning. This documentation will be filed in the employee's official personnel file. Upon the employee's written request, the document will be removed from the employee's official personnel file after two (2) years from the date of the written warning.

Suspension/Termination:

The decision to suspend or terminate an employee will be made either by the Superintendent and/or designee. In the case of suspension, the Superintendent, or designee, shall have the authority to suspend for up to ten (10) days.

When an employee is required to appear before the Superintendent and/or designee, concerning any matter which is disciplinary in nature, or which could adversely affect the continuation of that employee in his/her position of employment or his/her salary pertaining thereto, the employee shall be given twenty-four (24) hours prior written notice of the reasons for such meeting or interview and shall be entitled to have union representative present to advise him/her during the requested meeting or interview.

Before an employee is disciplined by suspension, with or without pay or dismissal, the administration shall conduct an investigation of the problem to determine the facts and the employee shall be given a pre-disciplinary conference with the supervisor and the administrator, or combination of administrators responsible for that building.

Upon the decision to suspend a Notice of Suspension will be sent to the employee. In addition, a copy of the documentation will be placed in the employee's official personnel file.

M. Job Description Committee

The Superintendent or his/her designee and the Association president shall appoint representative members of each classification to a study committee in order to develop a job description for each new position covered and not covered by this agreement. By March 1, 2010 each employee shall receive a copy of his/her job description. The descriptions will include at least the following information:

Job title, Description, Minimum requirements and qualifications, and Statement of tasks and responsibilities normally associated with that position.

N. Physical Environment/Health/Safety

1. The Board recognizes the need to provide a safe working environment. Employees who encounter conditions, which are likely to endanger the health or safety of any employee, shall promptly report the condition to the Management. The Management shall promptly investigate or cause to be investigated the condition giving rise to the report. If the condition is determined to endanger health or safety the director of buildings and Grounds shall initiate a remedy.

2. Health and Safety Committee – A Safety Committee comprised of Management and Association members shall be established to identify safety and health problems throughout the workplace. They shall work cooperatively to find solutions and make recommendations to the Director of Buildings and Grounds.

O. Training

The Board of Education recognizes the need for continued education for all employees covered by this Agreement. Continuing education classes will improve the employee's service to the district and to himself/herself.

Out of District Training includes tuition, travel, lodging and meals.

P. Building Checks

Building Checks will be the responsibility of the Building Engineer and it is also their responsibility to make sure that the school is ready for use following weekends and holidays. Building checks will occur on Saturday, Sunday and/or Holidays when the building is closed or not occupied. A Building Engineer may choose to allow a qualified employee to do their building checks when on vacation or in the event this qualified individual may be working one of these days due to a building rental or other school event. It is understood that the time allowed for the building check is one (1) hour each day the Building Engineer does the building check. The building check will be paid at a rate of time and a half of the individual's hourly pay rate, except as specified in Article X, paragraph G, when double time shall occur. If a problem is found during a building check that requires immediate correction, then the Building Engineer/designee is to report this to his supervisor and/or leave a message, and will be compensated time and a half rate for the time needed to correct the problem.

The Building Engineer/designee should also add 1 hour to timecard for each building check done.

Q. Staffing Changes/Subcontracting

The Board reserves the exclusive management right to establish staffing patterns, determine the number of types of personnel required in order to maintain the efficiency of District operations, and otherwise manage and operate the District's Custodial Maintenance services. The Board agrees to notify the Custodial Maintenance Association and bargain upon request prior to implementing any decision to subcontract or contract out services or work currently performed by bargaining unit employees.

R. Rentals

To ensure proper security, safe operations, and maintenance of the district buildings, a member of the Oswego Custodial/Maintenance Association shall be present at all times during building and grounds paid use/rental by an outside group(s). A reasonable amount of time shall be given to said employee for clean-up after the function is over.

S. Association Leaves

The Board shall allow reasonable amount of time for members of the Association to attend national, state or local conventions, meetings, conferences or trainings with pay. The Association shall pay the district the cost of substitutes.

T. Evaluations

The district evaluation shall be conducted on an annual basis. See evaluation instrument (Appendix B).

ARTICLE X

Salary and Fringe Provision

A. Medical/Dental/Vision Insurance

The Board shall provide for each full-time employee covered by this Agreement an insurance plan for medical, dental and vision coverage. The maximum Board contribution for medical, dental and vision coverage will be:

**Medical Insurance**

*July 1, 2009 through August 31, 2012*

Single coverage 80% District contribution - 20% Employee contribution of premium  
Dependent coverage 75% District contribution - 25% Employee contribution of premium

*September 1, 2012 through August 31, 2013*

Single coverage 75% District contribution - 25% Employee contribution of premium  
Dependent coverage 75% District contribution - 25% Employee contribution of premium

**Dental Insurance**

*July 1, 2009 through August 31, 2010*

Single coverage 100% District contribution  
Dependent coverage 80% District contribution-20% Employee contribution of premium

*September 1, 2010 through August 31, 2012*

Single coverage 100% District contribution  
Dependent coverage 75% District contribution - 25% Employee contribution of premium

*September 1, 2012 through August 31, 2013*

Single coverage 75% District contribution - 25% Employee contribution of premium  
Dependent coverage 75% District contribution - 25% Employee contribution of premium

**Vision Insurance**

Single coverage 100% District contribution  
Dependent coverage 100% District contribution

B. Life Insurance

All employees must work a minimum of twenty (20) hours per week to be eligible for the District Term Life insurance policy. The term life insurance policy is equal in value to their yearly base salary or \$10,000.00, whichever is greater. Said policy shall have attached an accidental death and dismemberment clause. The premium is to be provided in full by the school district.

C. Long-Term Disability

As soon as a member of the bargaining unit qualifies for temporary disability under the IMRF system, the member must go on temporary disability under the IMRF system.

In addition, effective 10/1/2009, the bargaining unit member may be eligible to receive Long-Term Disability benefits through the LTD carrier that is provided by the District. The bargaining unit member must work a minimum of thirty (30) hours per week to be eligible for the Long-Term Disability benefit. The carrier for the Long-Term Disability will be selected by the District.

D. Flex Spending Account (FSA)

Effective 9/1/2009, bargaining unit members are eligible to participate in a Flexible Spending Account (FSA) plan. In general, the FSA plan allows a participating employee to designate a dollar amount to be deducted from his/her paycheck on a pre-tax basis for eligible medical, dental and dependant care expenses incurred by the employee. Examples of eligible non-covered expenses are medical and dental insurance plan deductibles, co-payments for office visits, eyeglasses and prescriptions, and child care expenses.

The total dollar amount is determined annually and equal payments will be deducted from each paycheck and placed into the employee's FSA. This plan results in a tax savings for the participating employee.

Participating employees may apply to receive funds from the FSA after eligible expenses are incurred. However, any unclaimed amounts in the employee's FSA at the end of the year will be forfeited. Forfeited monies will be used to offset costs incurred by the district to manage the FSA plan. Medical and dental premiums paid by the employee are not covered under the FSA, but can be deducted on a pre-tax basis under the Section 125 pre-tax premium plan.

E. Illinois Municipal Retirement Fund (IMRF)

The district will pay 100% of the member's IMRF contribution.

F. Salary Schedule

See Appendix A

G. Overtime

1. Overtime shall be defined as authorized work performed in excess of the regular work week as designated below. All overtime must be authorized by the Principal or his/her designee. Over forty (40) hours per week worked constitutes overtime and will be paid time and a half within thirty (30) days of being worked. Overtime worked on Sundays or holidays shall be paid at a rate of time and a half the individual's base rate of pay except on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Easter when the rate of double time the individual's base rate of pay will be paid. Overtime is to be computed on the affected individual's base rate of pay. The following will be counted toward the 40 hours per week required for overtime:

a. Time physically on the job

- b. Holidays listed in the contract
  - c. Sick day
  - d. Personal leave day
  - e. Vacation day
2. Whenever two or more overtime or premium rates of pay may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding, or adding together of such overtime or premium rates and only the applicable rates shall apply.
  3. The Principal or his/her designee will make an attempt to distribute overtime equally among the employees covered by this Agreement in the building in which they are assigned before offering overtime to all district employees. When there is an expectation of overtime, every reasonable effort will be made for a timely notification. All previously scheduled overtime work (park district, athletic events, etc.) will be paid when the event is cancelled with 48 hours notice or less.
  4. Call-back (Emergency)  
If an employee is called in for an emergency situation and qualifies for overtime, there will be a minimum of 3 hours during the week (Monday through Friday) and 4 hours on Saturday, Sunday and Holidays.

H. 403(b) Investment Program

Employees covered by this Agreement may partake in any form of voluntary investment program offered by the District (i.e., 403(b))

I. Retirement

In order to qualify for a retirement benefit with the district an employee must meet the following criteria:

- a. have a minimum of 10 years continuous service to the school district
- b. be at least fifty-five (55) years of age by the retirement date
- c. submit a letter of intent to retire by March 1<sup>st</sup> of the year prior to the year of retirement

An employee who has ten (10) years or more of service in the district, and who fulfills the requirements listed above, will receive a retirement bonus of \$5000.00. This amount shall be added to the employee's annual salary in their final year of service to the district, and shall be applicable in the computation of the employee's IMRF retirement benefit.

IMRF requires 240 days for a maximum benefit of one year towards retirement. Should an employee wish to retire but has sick leave days in excess of 240, the first 240 sick leave days may be used towards retirement; the balance of the unused sick leave days, those 241 and over, will be compensated by the district, up to 100, at a rate of \$80.00 per day.

Should an employee wish to retire but has a balance of accrued, unused sick leave days under 240, said employee will be compensated by the district at a rate of \$80.00 per day up to 100 days.

When an employee terminates employment with the district for other than retirement and/or disciplinary reasons, said employee shall cash out all, unused, accumulated sick leave days at \$60.00 per day. Paid sick days will be prorated for actual time worked.

## ARTICLE XI

### Technical Clauses

#### A. Effect of Agreement

This Agreement shall be effective as of July 1, 2009 and shall continue in full force and effect through June 30, 2013.

#### B. Entire Agreement

The terms and conditions set forth in the Agreement represent the full and complete understanding between the parties. It supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the Board and the Association. The terms and conditions may be modified only through the written mutual consent of the parties.

ARTICLE XII


**AGREEMENT**

This Agreement is signed and adopted this 28 day of Sept, 2009, in witness thereof:

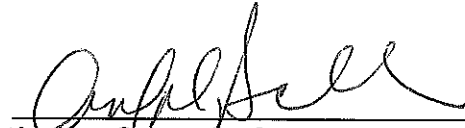
OSWEGO CUSTODIAL/MAINTENANCE  
ASSOCIATION BY:

FOR THE BOARD OF EDUCATION  
OSWEGO COMMUNITY UNIT  
SCHOOL DISTRICT 308

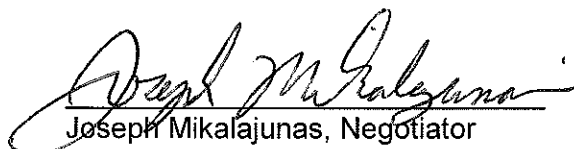
  
\_\_\_\_\_  
Melvin Schumde, President

  
\_\_\_\_\_  
Lynn Cullick, President

  
\_\_\_\_\_  
Mike Pfortmiller, Vice-President

  
\_\_\_\_\_  
Andrea Schweda, Secretary

  
\_\_\_\_\_  
Theresa Collins, Secretary

  
\_\_\_\_\_  
Joseph Mikalajunas, Negotiator

  
\_\_\_\_\_  
Todd Colvin, Negotiator

9-28-09  
\_\_\_\_\_  
DATE

9-28-09  
\_\_\_\_\_  
DATE

## APPENDIX A

### Maintenance/Custodian Starting Salaries (Includes Board paid IMRF)

	2009/2010	2010/11	2011/12	2012/13
<b>Grounds Keeper</b>	\$16.69	\$17.02	\$17.36	\$17.71
<b>Dist Driver</b>	\$17.05	\$17.39	\$17.74	\$18.09
<b>Maintenance Tech</b>	\$21.61	\$22.04	\$22.48	\$22.93
<b>HS Night Sup</b>	\$17.57	\$17.92	\$18.28	\$18.65
<b>Preventative Maint Tech</b>	\$18.38	\$18.75	\$19.12	\$19.51
<b>Head Painter/Mechanic/Grounds</b>	\$19.82	\$20.22	\$20.62	\$21.03
<b>Engineer A:</b> ELC, OP	\$17.47	\$17.82	\$18.18	\$18.54
<b>Engineer B:</b> CHC, FC, LB, PP, WLF, TW, LC, BH, SB, GP, HC, HM	\$18.22	\$18.58	\$18.96	\$19.34
<b>Engineer C:</b> EV, TH, TR, BE, PL, OC3	\$19.71	\$20.10	\$20.51	\$20.92
<b>Engineer D:</b> OEH, OHS	\$20.82	\$21.24	\$21.66	\$22.09
<b>Custodian</b>	\$11.46	\$11.69	\$11.92	\$12.16

#### OCMA Pay Rate Increases

Employees will receive a 2.0% increase on an annual basis through the 2009-10 school year over the previous year's hourly salary. Employees are only eligible for a pay rate increase if they have completed six (6) active months of work prior to July 1.

During the 2010 through 2013 contract years the hourly percentage increase will be determined according to the CPI. However, hourly increases will not be less than 2.0 percent but will not be greater than 2.5 percent. CPI is defined as the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor as is defined under *35 ILCS 200/18-185 of Illinois School Code*.

Starting salaries will be increased 2.0% each year of the contract (already reflected in the chart above.)

#### Lead Custodian Differential

Effective 09/10 school year, a Lead Custodian position will be established at each Junior High School. A Lead Custodian is an existing custodian in the building. The Lead Custodian will be appointed by the Principal and will be evaluated on an annual basis. The Lead Custodian will be re-evaluated in two years to determine possible expansion to the elementary level. Upon appointment, the Lead Custodian will receive an hourly differential of .50 per hour (includes IMRF.) Please note: the Lead Custodian .50 per hour differential does not transfer to another employee in the event the Lead Custodian is absent from work.

Duties of the Lead Custodian include but are not limited to serve as the main contact for setup and teardown for building rentals and/or building activities.

#### Building Engineer Leave Coverage

In the event a Building Engineer is on a planned absence of more than five (5) days, the custodian who fills in for the Building Engineer will receive an pay rate not less than the starting Building Engineer A hourly rate. Building Engineer leave coverage must be noted on the custodian's timecard in order to process the pay adjustment.

**APPENDIX B**  
**OSWEGO SCHOOL DISTRICT 308**

**CUSTODIAN / MAINTENANCE / MECHANIC PERFORMANCE EVALUATION**

Employee:

Date of employment:

Building:

Job Title:

Reason for Evaluation:  *Annual*

*End of probationary period*

*Other*

**Ratings: (S) = Satisfactory** – Meets job requirements

**(N/A) = Not applicable** at this time

**(U) = Unsatisfactory** – Does not meet minimum job requirements

**SKILLS:**

**COMMENTS:**

<p><b>I. ATTENDANCE</b>            Is punctual            Maintains acceptable attendance record            Observes time requirements of job            Other</p>	
<p><b>II. ATTITUDE</b>            Is dependable and reliable            Accepts suggestions            Is willing to learn new techniques            Communicates appropriately with others            Upholds district policy            Is cooperative; works well with supervisor and others            Maintains professional relationship with parents, students, and staff            Demonstrates tactfulness with public            Maintains confidentiality            Other</p>	
<p><b>III. INITIATIVE</b>            Uses time effectively and efficiently            Dresses appropriately for position            Assists others willingly            Works independently            Seeks clarification or assistance as needed            Other</p>	
<p><b>IV. JOB SKILLS:Custodian/Maint.Mechanic</b>            Possesses adequate mechanic skills            Maintains equipment and tools            Maintains proper inventory            Demonstrates proper cleaning techniques            Produces quality work            Follows directions            Is safety conscious            Performs other duties as assigned</p>	

**V. SUPERVISOR'S COMMENTS:**

**VI. EMPLOYEE COMMENTS:**

**VII. GOALS FOR IMPROVEMENT:**

**VIII. EMPLOYMENT RECOMMENDATION:**

Reemployment  Termination (probationary period)

**Employee acknowledgement:**

I have reviewed this document and discussed the contents with my supervisor. My signature signifies that I have been advised of my performance status and does not necessarily imply that I agree with the evaluation.

\_\_\_\_\_  
Employee signature / date

\_\_\_\_\_  
Supervisor signature / date

**APPENDIX C**  
**OSWEGO CUSD 308, DEPARTMENT OF BUILDINGS AND GROUNDS**

DISCIPLINARY WARNINGS

TYPE OF WARNING      \_\_\_\_\_ VERBAL\*      \_\_\_\_\_ WRITTEN\*\*

NAME OF EMPLOYEE: \_\_\_\_\_

DATE ISSUED: \_\_\_\_\_

REASON: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Supervisor's signature \_\_\_\_\_

Supervisor's signature \_\_\_\_\_

Employee's signature \_\_\_\_\_

c:     Employee  
      Association  
      Supervisor's File

\*Said verbal warning shall expire on (1) year from date of issue

\*\*Said written warning shall expire (2) years from date of issue

Per Article IX. L.

**APPENDIX D**  
**MAINTENANCE/CUSTODIAL PERSONNEL**

**TRAINING CLASS APPROVAL**

I, \_\_\_\_\_, would like approval of the class and fees listed below. Upon approval and certificate of completion, I understand I will be entitled to a refund of class fees as listed in our contract.

Please list class and fees below:

<u>Institution</u>	<u>Title of Class</u>	<u>Dates of Class</u>	<u>Class Fees</u>
_____	_____	_____	_____

Approved/Disapproved \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Director of Buildings & Grounds