

OGLESBY PUBLIC SCHOOL

#125

CUSTODIAL/COOK CONTRACT

JULY 1, 2007 TO

JUNE 30, 2012

# BUILDING SERVICE EMPLOYEES UNION

## LOCAL 138

### CONTRACT FOR 2007-2012

This agreement, made and entered into this July 1, 2007 and in effect to and including June 30, 2012, at Oglesby, Illinois by and between the OGLESBY PUBLIC SCHOOLS, DISTRICT #125, 755 Bennett Avenue, Oglesby, Illinois, 61348, here-in-after called the Board, and the Service Employees International Union Local 138, here-in-after referred to as the Union. The Parties hereto desire to establish terms and conditions upon which employees covered by this Agreement shall work for the Board. The Board and the Union agree as follows:

#### ARTICLE I

##### RECOGNITION

The Board of Education recognizes that Service Employees International Union Local 138 is recognized as the exclusive bargaining agent for all regularly employed full-time and part-time custodians, cafeteria workers and cooks.

#### ARTICLE II

##### EMPLOYER'S RIGHTS

The Union recognizes the right of the Board to direct the working forces, including the right to hire, and the right to suspend, reassign or discharge for proper cause.

#### ARTICLE III

##### GRIEVANCE PROCEDURES

The following procedure is established for the presentation and processing by the Union through the Board of complaints and grievances to dispute relative to terms of this Agreement.

**FIRST STEP:** The aggrieved employee shall submit his/her grievance orally to his/her immediate supervisor who will attempt to adjust the problem. If the aggrieved employee is not satisfied with the decision rendered by his/her supervisor, the employee may proceed to submit his/her grievance in writing according to the second step as provided herein.

**SECOND STEP:** The aggrieved employee shall notify the superintendent in writing of his/her grievance with twenty (20) working days from the occurrence giving rise to the grievance and arrange for a meeting with ten (10) days after such notice with the superintendent (or designee), the employee and steward. "Working days" is defined as days in which the district's administrative offices are open.

**THIRD STEP:** If an agreement cannot be reached in the second step, The Board and the Union shall meet within ten (10) days, and if no agreement can be reached, then either party may take the grievance to arbitration for final and binding arbitration of disputes concerning the interpretation and administration of the Agreement as outlined by the Illinois Uniform Arbitration Act, and no strike shall be called or permitted as outlined in Senate Bill (SB) 536, namely, the Illinois Educational Labor Relations Act. Any cost to be split equally by both parties.

## ARTICLE IV

### SENIORITY

In accordance with equal opportunity rights, seniority shall prevail in job assignments with the oldest full time employee in terms of service being given first preference for any job opening. If the oldest full time employee in terms of service declines, then the next oldest full time employee in terms of service may apply. This method of selection shall prevail throughout the entire list of employees until one of the employees accepts the job opening. Successive temporary appointments to circumvent the intent of this will not be acceptable.

In the event of a reduction in personnel job assignments for any reason, inverse order of seniority shall prevail, with the oldest full time employee in terms of service having the right to select the assignment of his/her choice.

Length of seniority shall be determined from the date of his/her initial hiring by the Board of Education. Seniority shall be based on an 800 hour school year (185 school days minimum).

## ARTICLE V

### NORMAL WORKDAY AND WORK WEEK

The normal work day shall be eight (8) consecutive hours per day, Monday through Friday. The normal work week shall be forty (40) hours per week, based on five (5) consecutive days for all full-time custodians and cooks.

The normal work week for part-time custodians and cooks shall be a two tier classification:

Class A) - twenty (20) hours or more per week based on five consecutive days, Monday thru Friday.

Class B) – guaranteed fifteen (15) to nineteen (19) hours per week, Monday through Friday for the school year. No benefits are to be paid.

## ARTICLE VI

### LEAVE - PERSONAL- BEREAVEMENT

Three (3) days per year personal leave with full pay shall be granted. Such personal days, if not used will be converted to sick days for the purpose of accumulation. Whenever possible, advance notice shall be given to the Principal or Superintendent

Bereavement leave with pay, up to three (3) school days following date of death, not chargeable to the employee's sick leave, in each case shall be granted on request to an employee who suffers death of a member of his immediate family, or five (5) school days if the death or burial occurs five hundred miles or more one way.

IMMEDIATE FAMILY shall be interpreted to mean husband, wife, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

Employees shall be granted one (1) day of bereavement leave following the death of a grandfather, grandmother, aunt, uncle, niece, or nephew.

## ARTICLE VII

SICK LEAVE - LEGAL ABSENCE Custodians, part-time custodians, and cafeteria employees shall receive thirteen (13) days per year sick leave, accumulative to a total of unlimited days. Sick leave pay shall be based on the number of hours an employee would normally be working (not to exceed six hours for part-time custodians).

A leave of absence shall be granted to any member that has been summoned for jury duty or court appearance, except that the Board may make a deduction to the amount received for jury duty or court appearance. This leave shall not be granted if the court appearance is related to a personal problem or self-interest situation.

At retirement, employees shall receive \$20.00 for each unused sick leave day that is above the mandatory 240 days that must be submitted toward the employees' IMRF retirement (maximum accumulation for this purpose equals 240 days) while in the employment of the district. If the employee dies after age 50, before retirement, or after ten (10) years service, the benefit amount shall be paid to the employee's beneficiary.

## ARTICLE VIII

### Wages

<u>Custodian</u>	Starting	5 Year	10 Year	15 Year	20 Year*
07-08	16.20	17.50	18.80	20.10	21.40
08-09	16.60	17.90	19.20	20.50	21.80
09-10	17.00	18.30	19.60	20.90	22.20
10-11	17.70	19.00	20.30	21.60	22.90
11-12	18.40	19.70	21.00	22.30	23.60

  

<u>Cooks</u>	Starting	5 Year	10 Year	15 Year	20 Year+
07-08	11.10	12.10	13.10	14.10	15.10
08-09	11.50	12.50	13.50	14.50	15.50
09-10	11.90	12.90	13.90	14.90	15.90
10-11	12.40	13.40	14.40	15.40	16.40
11-12	12.90	13.90	14.90	15.90	16.90

\* Top two senior custodians' wages start at 20 year beginning in 2007-2008 school year.

\*\* Least senior custodian and any new hire start at years of service.

+Top senior cook wages start at 20 year beginning in 2007-2008 school year.

++New cooks start at years of service.

### TAX SHELTERED PENSION (IMRF)

The Board will extend to an employee, authorization for tax sheltering the maximum allowable amount being paid toward retirement, as a deduction from total salary earned.

### SHIFT DIFFERENTIAL

A \$0.35 an hour shift differential shall be paid to workers starting after 12:00 NOON. (Day workers overtime will not include the shift differential).

### OVERTIME

1. All hours worked beyond eight (8) hours, Monday through Friday, will be at the time and one half rate.
2. Overtime on Saturday (Board work assignments) will be time and one-half. (Minimum 1 hour)
3. For Supervision of buildings when facilities are used by private groups for any type of activity, time and one-half on Saturday or "off days" for recreational or non profit activities. (Minimum two (2) hours)
4. Overtime on Sundays or national holidays when schools are used by non profit organizations, the rate shall be double time. (Minimum two (2) hours)
5. Overtime on Sunday and national holidays when schools are used by profit making organizations, the rate will be double time per hours (Minimum eight (8) hours)
6. Overtime on Sunday and/or national holidays (Board work assignments) will be double time. (Minimum of one (1) hour)
7. All overtime shall be divided among the employees as equally as possible. A monthly report shall be maintained by the supervisor and kept posted on an appropriate bulletin board as to the total hours each employee has accumulated. Over time that is refused shall be included in the employees total as if he had worked.
8. Mandatory Call out Overtime on a rotating basis for district approved functions for the general public, private groups, organizations, or students before or after regular school hours, weekends, or during summer vacation months. (groups of fifty (50) or less, approved by the Superintendent, are not affected by this condition if a district employee is in charge.) Overtime will be distributed as equitable as possible over the course of each year. Custodians have right of first refusal then all district personnel will be considered for Overtime coverage.
9. CALL BACK- Whenever an employee is called back to work after completing his/her eight (8) hours he/she shall receive at least two (2) hours pay.

ARTICLE IX

LONGEVITY

Longevity shall be granted to custodians according to years of service as follows: Cooks and Part-time custodians working on hourly rates shall receive same on a pro-rated basis.

After completion of two years .....	\$125.00
After completion of three years .....	\$150.00
After completion of four years.....	\$175.00
After completion of five years .....	\$200.00
After completion of six years.....	\$225.00
After completion of seven years .....	\$250.00
After completion of seven years .....	\$250.00
After completion of eight years .....	\$275.00
After completion of nine years .....	\$300.00
After completion of ten years .....	\$325.00
After completion of eleven years .....	\$350.00
After completion of twelve years.....	\$375.00
After completion of thirteen years .....	\$400.00
After completion of fourteen years .....	\$425.00
After completion of fifteen years .....	\$450.00
After completion of sixteen years .....	\$475.00
After completion of seventeen years.....	\$500.00
After completion of eighteen years.....	\$525.00
After completion of nineteen years.....	\$550.00
After completion of twenty years .....	\$575.00
After completion of twenty-one years .....	\$600.00
After completion of twenty-two years .....	\$625.00
After completion of twenty-three years .....	\$650.00
After completion of twenty-four years .....	\$675.00
After completion of twenty-five years.....	\$700.00
After completion of twenty-six years .....	\$725.00
After completion of twenty-seven years.....	\$750.00
After completion of twenty -eight years .....	\$775.00
For years beyond twenty-eight years .....	\$775.00

Cooks and Part-time custodian workers shall receive longevity based on the above amounts, divided by 2,080 hours. This will be multiplied by 1,040 hours for Part-time custodians, and the actual number of hours employed multiplied by 180 school days for the cooks. Longevity pay shall be paid in a lump sum within the month of June.

## ARTICLE X

### VACATIONS

#### Custodians:

1. Two (2) weeks vacation period granted during the summer months following the completion of one (1) year of service.
2. Three (3) weeks vacation granted during the summer months following the completion of five (5) years of service.
3. Four (4) weeks vacation period granted during the summer months following the completion of ten (10) years of service.
4. Five (5) weeks vacation period granted during the summer months following the completion of twenty (20) years of service.
5. An employee who is entitled to five weeks vacation will be allowed to take the Fifth week (one day at a time) whenever the employee wishes: The employee may take a day or two at a time. However, only one custodian will be allowed off at one time, and the employee must notify the Superintendent three (3) days in advance of the week the employee plans to be off. Notification must be in writing.
6. A half (1/2) day per month for any new employee starting after July 1.

#### Part-Time Custodians:

Vacation will be granted to part-time Custodians on the same basis as custodians, however, vacation pay will be based on a four hour day.

All vacations shall be confirmed with the superintendent and are subject to Board Approval.

## ARTICLE XI

### HOLIDAYS FOR CUSTODIANS. PART-TIME CUSTODIANS. CAFETERIA WORKERS

- |  |                                |
|--|--------------------------------|
| 1. New Years Eve *4  | 10. Columbus Day *2            |
| 2. New Years Day *1, *5, *6  | 11. Veterans Day *2            |
| 3. Martin Luther King's B.D.   | 12. Thanksgiving Day           |
| 4. Lincoln's B.D. or President's Day<br>If designated by the Superintendent *2 | 13. Day Following Thanksgiving |
| 5. Good Friday   | 14. Christmas Eve *4           |
| 6. Casimir Pulaski Day   | 15. Christmas Day *1, *5       |
| 7. Memorial Day  | 16. Easter Monday *3           |
| 8. Fourth of July *1   | 17. Day After Christmas *1, *5 |
| 9. Labor Day   |                                |

\* 1- Monday shall be an off day if this holiday falls on Saturday or Sunday.

\*2.- This will be an off day when it falls between Monday and Friday.

- \*3- If School is not in Session
- \*4- If this falls on a weekend, an alternate day in the preceding week will be taken. (Full time Custodians only)
- \*5- If this falls on Saturday, an alternate day in the preceding week will be taken. (Full time Custodians only)
- \*6- If this falls on Saturday, Monday will be a holiday if school is not in session.. If school is in Session, an alternate day in the preceding week will be taken.(Full time Custodians only)

## ARTICLE XII

### CONDITONS

The Board agrees that it will not contract out work which has customarily and routinely been performed by Service Employees International Union in positions within the district which will result in the layoff or reduction in hours and/or wages of Service Employees International Union Workers.

### UNIFORMS

The Board of Education shall be responsible for providing four (4) uniforms per year for all employees covered by this Agreement. The laundering and care of the uniforms will be the responsibility of the employee.

## ARTICLE XIII

### CHECK OFF SYSTEM FOR DUES

It is the general purpose of this Agreement between the Board of Education and the Union to assure the continuous harmonious and efficient operation of the system to prevent strikes, slowdowns and other disturbances which interfere with the operation of the system and further setting forth Agreement covering rates of pay, hours of work and conditions of employment to be observed by the parties hereto and in accordance with and subject to the provisions of the Illinois Education Labor Relations Act, the Board recognizes the Union as the sole collective bargaining agency for all members of Local Union 138.

THEREFORE, all employees subject to the jurisdiction of Service Employees International Union shall be required as a condition of continued employment to continue membership in the Union at the time this Agreement becomes effective, shall be required as a condition of continued employment to become members of the Union on or within three (3) days after the 30th day following such effective date. Employees hired, rehired, or reinstated after the effective date of this agreement shall be required as a condition of continued employment to become members of the union on or within three days after the 60th day following the beginning of their employment. An employee who shall render the initiation fees (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet this condition.

Employees to whom membership in the Union is denied, or whose membership is terminated by the union by reason of the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, shall not be retained. No employee shall be terminated under this Article, however, unless:

1. The Union first has notified he or she by letter addressed to the address last known to the Union

concerning this delinquency in not tendering the periodic dues and initiation fees required under this Article, and warning he or she that unless such dues and fees are tendered within seven (7) days, he or she will be reported to the Board for termination from employment as provided herein.

2. Union dues shall be deducted from regular employees for whom the District receives a voluntary dues deduction card on the 15th of the month payroll check and submitted to the secretary-treasurer of Local 138 by the end of the month.

#### ARTICLE XIV

##### HOSPITAL AND LIFE INSURANCE

The Oglesby Board of Education, District #125, will pay the same rate as certificated personnel toward employee health insurance costs.

Employees, who retire, may continue to participate in the school district's group health and life insurance by paying the monthly premium. Premiums shall be paid by check or money order made payable to the school, and must be in the school secretary's possession no later than the 15th of each month.

##### EARLY RETIREMENT

To be eligible for early retirement, the employee must have completed at least Twenty (20) years of full time employment in the district prior to his/her retirement. He/She must be at least 55 years of age but not older than Sixty (60) years of age by June 30, of his/her retirement years.

The employee must notify the Superintendent of his/her intention to participate at least two (2) months prior to the beginning of his/her last full year of employment.

Compensations for the last year of service will be increased by 10% of the participant's salary for that year.

#### ARTICLE XV

If any Article or Section of this Agreement should be found invalid or unlawful by reason of any existing or subsequently enacted State or Federal legislation, or by judicial authority, all other Articles or Sections of this Agreement shall remain in full force and effect for the duration of this Agreement, but shall, in all cases, comply with State and Federal Labor Laws.

This agreement shall be effective as of the first day of July 2007 and shall remain in full force and effect until and including the 30th day of June, 2012.

#### Article XVI

Ratified by member of Local Union 138, Service Employees International Union at their regular meeting the 19th day of June, 2007.

Article XVII

Cartage – At the IRS rate as last approved by the district per mile, compensation will be given to an employee who uses their own vehicle for school related use, only with final approval by the administration.

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President, Board of Education  
Oglesby Public School, District #125

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President, Local #138