

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
POSEN-ROBBINS SCHOOL DISTRICT NO. 143½

AND

THE POSEN-ROBBINS CUSTODIAL UNION,
LOCAL 4576, IFT/AFT, AFL-CIO

JULY 1, 2009 - JUNE 30, 2012

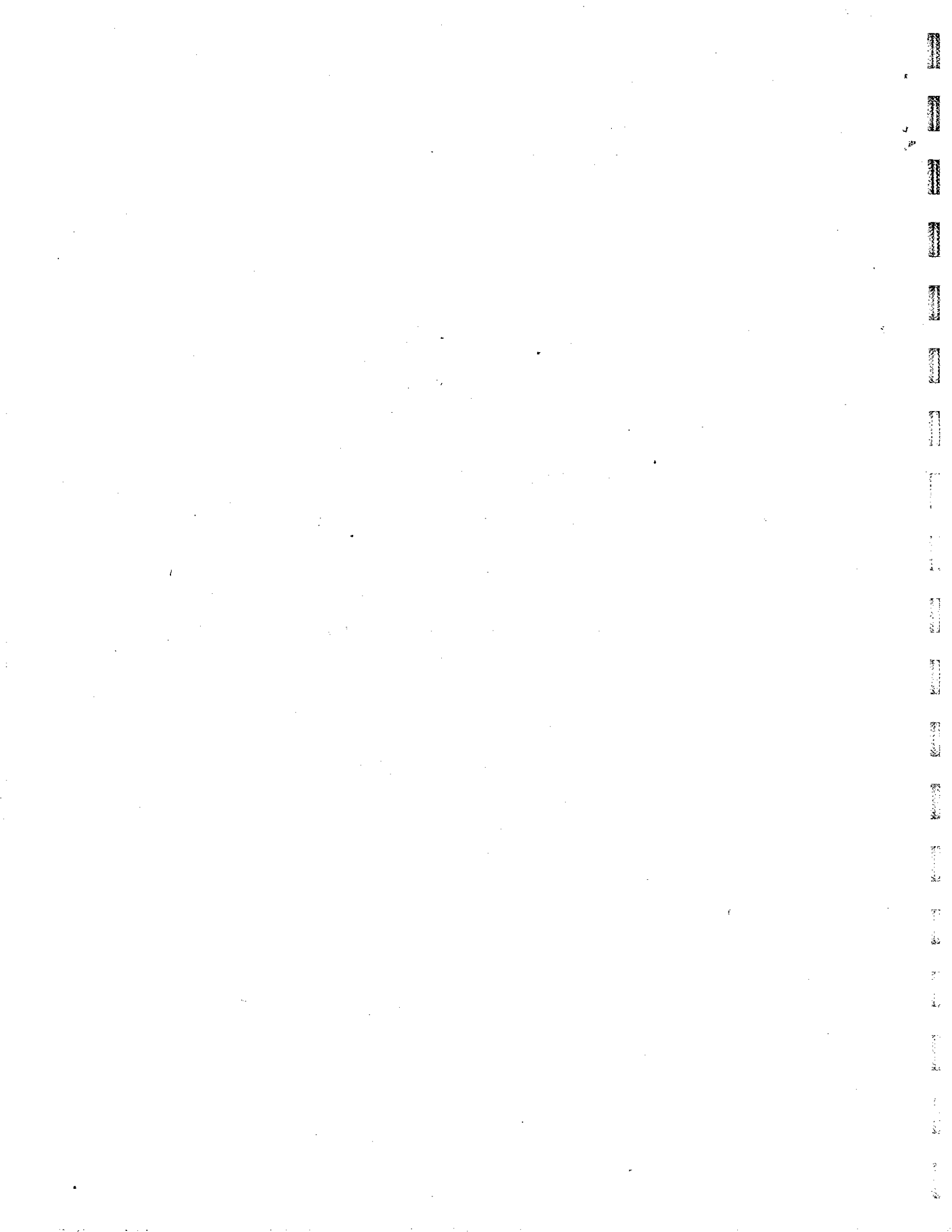
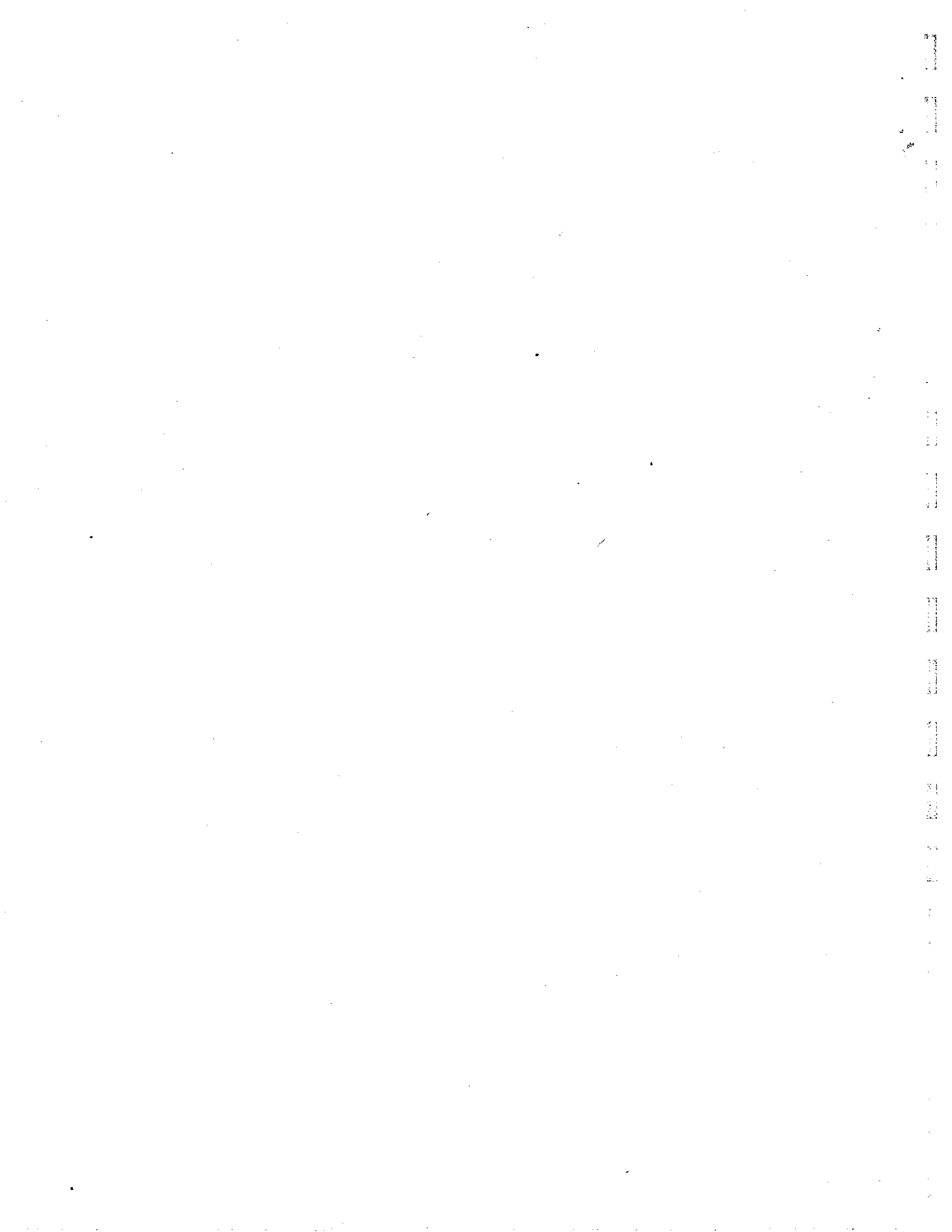


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ARTICLE I - RECOGNITION

SECTION 1

The Board of Education of Posen-Robbins School District No. 143½, Cook County (hereinafter referred to as the "Board"), recognizes the Posen-Robbins Custodial Union, Local 4576, IFT/AFT, AFL-CIO (hereinafter referred to as the "Union"), as the exclusive bargaining representative for all employees described in Section 2 of this Article in accordance with the provisions of the Illinois Educational Labor Relations Act.

SECTION 2

The bargaining unit shall consist of all full-time regularly employed custodial employees and regularly employed part-time custodial employees who are regularly scheduled to work more than four (4) hours per day in any of the functions except as may be specifically excluded under the terms of the Agreement. Specifically excluded from the bargaining unit area the chief of district maintenance, utility custodians and all maintenance, craft, and professional employees and all other nonprofessional employees.

SECTION 3

The Board shall not negotiate individually with any employee covered by the Agreement as to wages, hours, terms and conditions of employment.

ARTICLE II - EMPLOYEE/UNION RIGHTS

SECTION 1

The Board agrees not to discriminate in regard to the hire, tenure of employment or any term or condition of employment to encourage or discourage membership in the Union.

SECTION 2

Employees shall be notified of any changes in assignments, hours or duties at least fourteen (14) calendar days prior to the effective date of the change, except in the case of an emergency as determined by the Superintendent or his designee.

SECTION 3

If a position requires a new skill or technological knowledge that the incumbent does not possess, the incumbent shall be offered the opportunity to gain the necessary training at the Board's expense.

SECTION 4

Employees shall have the right to equal work loads. If an employee believes he/she has an overload, the employee may request a review by the immediate supervisor. The supervisor shall complete the review within seven (7) calendar days and meet with the affected employee and a Union representative. Any grievance filed under this Section shall not be processed beyond the Board level.

SECTION 5

The Union and the Board have agreed that all non-district functions must be accompanied by a rental agreement signed by the Principal, Custodian and Superintendent and approved by the Board of Education. Without a signed agreement, entrance in any building shall be denied. It is also agreed that custodians shall be able to give input as to their needs regarding the ability to service the function.

SECTION 6

Tuition or fees shall be reimbursed by the Board of Education for the successful completion of courses leading to the improvement of said employee's job skills, provided the employee receives prior approval to take the courses from the Superintendent or his designee.

SECTION 7

Smoking is prohibited in all school buildings and on school grounds.

SECTION 8

JOB DESCRIPTION. Each employee shall be given a job description for their assigned position that shall specify the duties and tasks of the job plus identify their immediate supervisor by title and name.

SECTION 9

The Board agrees to deduct the Union membership dues from each payroll check to those employees who have individually requested in writing that such deductions be made on a form to be provided by the Board. The list of employees from who dues have been deducted and the amount deducted from each shall be forwarded along with the check to the Treasurer for the Union by the seventh (7th) day of the month following the payroll period in which the deduction was made.

SECTION 10

The school mail boxes may be used to facilitate the dissemination of officially identified Union material within District No. 143½ without special approval.

SECTION 11

The Board and the Union shall share the expenses for the printing of this Agreement. An adequate supply of the Agreement will be kept on hand by the Board after each employee is given a copy by the Union.

SECTION 12

The Union shall be provided with bulletin board space in designated areas to post notices and other materials related to Union activities. The bulletin board space allocated shall be marked for Union use and only Union representatives shall have authority to post materials on the bulletin board. All notices and materials are to be signed or initialed by an authorized Union representative.

SECTION 13

The President of the Union or his/her designee shall be allotted five (5) school days per year for the purpose of attending to Union business. The President shall submit the request to take such leave to the Superintendent or his designee at least three (3) business days prior to the date the leave is to be taken.

SECTION 14

FAIR SHARE. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state, and national dues.

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

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

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

Prior to the onset of any deduction of fair share fees, the Union shall certify in writing to the Board and fee payer(s) the amount of the fee to be so deducted.

The Union shall further provide written notice to said fee payer(s) of the right to dissent and the procedures to follow in lodging such fair share dissent. Said notice shall be provided by the Union no less than ten (10) days prior to the onset of deduction.

In the event any negotiating unit member commences a legal action against the Board in a court of administrative agency because of the Board's compliance with this Article, the Union and its affiliates agree to defend such action, at its own expense and through counsel of its own choice, provided:

1. The Board gives immediate notification of such action in writing to the Union and permits the Union to intervene as a party; and
2. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and make relevant information available at any stage, hearing, or argument of said legal action.

The Union and its affiliates agree that in any action (which alleges a violation on the part of the Board of this Article), it will save, indemnify, and hold harmless the Board, its members, employees, and agents from any liability for damages and costs imposed by a final judgment of a court of administrative agency.

SECTION 15

The Board shall provide each employee with two complete uniforms consisting of pants and shirts each year to all employees. The Board shall pay the full cost of the two (2) uniforms or the equivalent applied towards any combination of uniforms, shoes or jackets.

In the event a custodial uniform is lost, damaged and/or stolen, the custodian shall pay 100% of the replacement cost of the custodial uniform unless the custodian has been required to perform some task that resulted in damage to his uniform through no fault of his own. In such event, the Board shall replace the uniform. The old uniform shall be kept for use by the custodian in situations during the course of his/her duties that may provide damage to a uniform (i.e. painting, removal of graffiti, etc.). No uniform shall be discarded without permission of the employee's Supervisor. If a uniform is discarded without prior approval of the supervisor, the employee shall be responsible for the replacement cost of the uniform.

All custodians shall be required to wear their uniforms during the hours of their employment. The uniform, which shall be compliant with OSHA standards, shall consist of pants, shirt and safety shoes which are to be worn at all times. The safety shoes shall be an electrical hazard oxford protective and occupational footwear, direct attached molded unit sole, full cushioned insole, cushioned collar and steel toe or similar specifications.

The first time a custodian works without his uniform, or any thereof, he/she shall be given a letter of reprimand. The second time, within the same year a custodian works without his uniform, or any part thereof, he/she will be given a second letter of reprimand. The third time, within the same year the custodian works without his uniform, or any part thereof, he/she shall receive a one (1) day suspension without pay. The fourth time, within a year's time the custodian works without his uniform, or any part thereof, he/she shall be suspended (10) days without pay. A year is defined as the effective date of this Agreement plus 364 days for current employees. For new employees, a year shall begin upon the first day of work wherein the employee is required to wear his uniform, plus 364 days. Thus rule shall not apply during clean-up periods such as Christmas, Spring Break and Summer clean-up.

ARTICLE III - MANAGEMENT RIGHTS

SECTION 1

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States, including but not limited to, the responsibility for and the right:

1. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board policy or as the same may from time to time be amended.

4. To determine work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities and assignments of employees with respect thereto.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board shall be limited by the specific and express terms of this Agreement.

ARTICLE IV - HOURS OF WORK

SECTION 1

All positions or jobs covered by this Agreement shall have designated days of work, hours of work, and length of work year.

SECTION 2

The normal workday for all positions shall be weekdays (i.e., Monday through Friday) unless otherwise specified by the Superintendent or his designee.

SECTION 3

A. NORMAL WORK HOURS

The normal work hours shall be no more than eight (8) hours per workday, plus a one-half (1/2) hour duty-free lunch hour with no designated time and two (2) fifteen (15) minute breaks with one (1) in the first four (4) hours, and one (1) in the second four (4) hours. Employees shall be docked for any time not worked or for any unauthorized absence during the workday. All employees are expected to be at their work assignment and ready to work at the beginning of their assigned daily work hours, and are expected to remain within their assigned work area until the end of their assigned work hours, except while on approved breaks and/or lunch.

The Board may, at its discretion utilize time clocks to record and monitor the arrival and departure of custodial staff. Inasmuch as the Board and Union agree that good attendance, including on-time arrival for assigned duties, is impactful on job performance and the effective operation of the District, excessive absenteeism and/or tardiness may lead to disciplinary action. However, At the request of the employee, adjustments in the work hours may be made by the Superintendent or his designee if such adjustments are justified, as determined by the Superintendent or his designee.

B. SCHOOL CLOSINGS

If school is officially closed due to inclement weather so as not requiring the teachers and students to attend class, the custodians covered under this Agreement shall be required to work the following schedule:

1. Full-time employees shall be required to work six of the eight hour shift (the hours to be determined by the Supervisor). These full-time employees shall be compensated for the full eight hour shift although only working six of the eight hours.
2. Part-time employees shall be required to work three of the four hours (the hours to be determined by the Supervisor). These part-time employees shall be compensated for the full four hour shift although only working three of the four hours.

SECTION 4

The normal work year shall be twelve (12) months unless otherwise specified by the Superintendent or his designee. Those employees working less than a twelve (12) month work year shall suffer no loss of rights or benefits other than a prorated salary, as specified in this Agreement.

ARTICLE V - FILLING OF VACANCIES

SECTION 1

All vacancies, newly created positions or other positions in the bargaining unit covered by this Agreement shall be posted for five (5) workdays. In the case of an emergency, as determined by the Superintendent or his designee, the position may be filled temporarily during the posting period.

SECTION 2

If a position becomes vacant on the custodial staff, notice of said opening shall be sent to the Union President within one day of posting.

1. A member of the custodial staff shall be given preference for said position, as long as the employee is qualified for the position and is not on probation regardless of the employee's seniority.
2. In the case of an emergency, as determined by the Superintendent or his designee, the position may be filled temporarily during the posting period.

SECTION 3

Any employee may bid upon an open position up to the last day of posting.

SECTION 4

The employee who is awarded the bid shall have a break-in period of no less than ten (10) working days in which he/she may decide to return to his/her prior position, or if the building Principal or Superintendent or his designee may determine he/she does not possess the skills to do the work. Any vacancy created by the awarding of the bid shall not be posted pursuant to Section 1 of this Article until expiration of the ten (10) day break-in-period, but nothing herein shall prohibit the Superintendent or his designee from filling the vacancy which has been created on a temporary basis. Such determination by the building Principal or Superintendent or his designee shall not be grievable beyond Step 3 (Board step) of the grievance procedure. Reasons by the Principal or Superintendent or his designee must be made in writing if requested by the employee within ten (10) days.

ARTICLE VI - SENIORITY

SECTION 1

Seniority shall be defined as the length of continuous service to the Board and shall be applied district-wide in the bargaining unit. Upon employment, each employee shall receive a seniority date which shall be the date of the Board approved his/her employment or the first day of actual work, whichever is earlier. If two (2) or more employees have the same seniority date, the date of the employee's application shall control; whereby the employee with earlier application date shall be senior. If two (2) or more employees still have the same seniority, the Board or administration shall conduct a drawing of lots witnessed by an authorized union representative.

SECTION 2

Continuous service is broken only by one (1) of the following:

- a. Resignation;
- b. Discharge or termination.

SECTION 3

Continuous service shall not be broken and shall continue to accumulate during Board approved leaves of absence, or temporary disability as defined by the Rules and Regulations of the Illinois Municipal Retirement System.

SECTION 4

A Seniority List shall be prepared annually by the Board and delivered to the Union President no later than July 1st of each school year.

SECTION 5

Lay-offs or decreases in the number of employees covered by this Agreement shall be made by seniority.

SECTION 6

If a position or job is abolished, an employee may exercise his authority to "bump" a less senior employee with any bumped employee being able to exercise the same bumping right until the least senior employee is laid-off.

ARTICLE VII - HIRING

SECTION 1

The Board agrees not to discriminate in the hiring of employee on the basis of race, disability, sex, nationality, age or Union Affiliation or non-affiliation. The Union agrees to accept any new employee into membership.

SECTION 2

The Board shall notify the Union within fifteen (15) days of the hiring of any employee covered by this Agreement. The new employee's name, address, seniority date, job title/classification, and work schedule shall be provided in this notice to the Union.

SECTION 3

The Board agrees to have, as a minimum work force at each school, one full-time custodian for the day shift.

SECTION 4

Opportunity to bid on any new position or vacancy in the bargaining unit shall be guaranteed to any bargaining unit member not on probation regardless of the employee's seniority in accordance with this Agreement. Any vacancy or newly created position shall be posted in the work areas for at least five (5) working days. The Union President shall receive a copy of all vacancies or any new positions.

SECTION 5

Probationary Employees and Performance Review

All Newly hired bargaining unit members shall be considered probationary employees for the first ninety (90) working days of his/her employment, which commences upon the initial date of hire as a full-time employee of the District. During the probationary period, all probationary employees may be disciplined or discharged without recourse.

At the conclusion of the ninety (90) day probationary period, each probationary employee shall receive a performance review to evaluate the quality of their performance on the job. A satisfactory performance review is necessary for continued employment with the District. Failure to obtain a satisfactory review could result in immediate discharge without said employee having recourse to the Grievance procedure OR an extension of the ninety (90) day probationary period for an additional ninety (90) days, at the discretion of the Superintendent or his/her designee.

SECTION 6

Evaluations

Each custodial employee shall receive a formal written evaluation from his/her immediate supervisor with input from the administrator of the building to which he/she is assigned. The purpose of the evaluation shall be to improve the quality of service and to identify employee strengths and weaknesses. Supervisors shall endeavor to provide employees with reasonable advice and assistance to help the employee to correct identified deficiencies in the employee work performance.

All custodians shall be evaluated annually. All evaluations will be completed by May 1st. Upon the conclusion of the formal written evaluation, the evaluator will meet with the employee to discuss the evaluation. All copies of the written evaluation will be signed and dated by the employee indicating said evaluation has been discussed, but not necessarily agreed to. A copy of the evaluation will be placed in the employee personnel file.

ARTICLE VIII - DISCIPLINE

SECTION 1

A. The custodian discipline policy is as follows:

- Step 1 - Two (2) written warnings;
- Step 2 - One (1) day suspension without pay;
- Step 3 - Two (2) days suspension without pay;
- Step 4 - Five (5) days suspension without pay; and
- Step 5 - Recommendation to the Board of Education for termination.

An employee who completes eighteen (18) consecutive months with no formal discipline shall have their discipline records purged from their personnel files.

B. No employee covered by this Agreement shall be subject to discharge without the following:

- a. Charges stated in writing;
- b. Right of Union representation at all times;
- c. Just cause;
- d. Right to the grievance procedure for satisfactory resolution.

SECTION 2

An employee shall have the right to examine his personnel file and shall have the right to request that any entries be removed or a response attached. No entries after the effective date of his Agreement shall be made into the employee's personnel file without the employee's prior knowledge and right of attachment.

SECTION 3

If an employee retires, is laid-off, or is terminated, that employee shall receive at the next payroll period, that portion of vacation earned at the time of leaving active employment with the Board.

ARTICLE IX - LEAVES

SECTION 1

GENERAL LEAVE. The Board of Education may grant a leave of absence without pay to an employee for not more than one (1) year based on the recommendation of the Superintendent. Application for leave of absence by any employee will be submitted in writing to the Superintendent with specific reasons for the leave.

SECTION 2

SICK LEAVE. Employees shall receive fifteen (15) days of sick leave in each school year. Sick leave shall be serious illness or death in the immediate family or household. Immediate family or household shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardian of the employee. The Board may from time to time require an examination of any employee by a physician licensed in Illinois and shall pay the expenses thereof from school funds. The School Board may require a physician's certificate as a basis for pay during sick leave **after three (3) consecutive days of sick leave have been utilized.** **The maximum days allowed by IMRF** may be accumulated. The Board shall render an annual statement of the number of sick days an employee has accumulated.

Employees shall be notified in writing on or before July 1 of each school year as to the number of accumulated sick days they have at the start of the current year.

SECTION 3

EMERGENCY LEAVE. Each employee shall be entitled to two (2) days of emergency leave for matters which cannot be handled during non-school days or hours. Valid reasons for emergency leave will include court appearance (except for suits brought against the Board), personal legal business hours on days when school is in session, major holidays of the employee's religion, other personal affairs over which the individual has no control. Written application for such leave shall be made to the Superintendent for his/her approval stating the reason for the emergency. Other than in an extraordinary circumstance, which shall be explained to the Superintendent, emergency leave shall not be used during the first five (5) or the last five (5) employee employment days of the school year or on the employee employment day immediately preceding or following a school holiday or recess period.

SECTION 4

BEREAVEMENT LEAVE. Each bargaining unit member shall be entitled to three (3) bereavement days for each event of death in the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardian) of the employee. If additional bereavement leave is required the employee shall be entitled to use sick leave or personal leave.

ARTICLE X - INSURANCE

SECTION 1

A. EMPLOYEE COVERAGE

A hospital and/or major medical group insurance plan with an insurance carrier shall be selected by the Board of Education. The Board of Education and the employees shall pay the following insurance premiums during the 1999-2004 contract term:

<u>YEAR</u>	<u>BOARD OF EDUCATION</u>	<u>EMPLOYEE</u>
1999-2000	90%	10%
2000-2001	90%	10%
2001-2002	90%	10%
2002-2003	90%	10%
2003-2004	90%	10%

1. Life insurance of \$50,000.00 per employee to be applied prospectively;
2. Hospital room and board shall be average semi-private hospital rate per day;
3. Basic dental coverage;
4. Major medical lifetime maximum benefits shall be \$2 million;
5. Basic Major Medical Vision Plan;

all as per the terms and conditions of any policy to be issued by the insurance carrier.

B. DEPENDENT COVERAGE

The Board of Education does not agree to pick up the costs of dependent insurance. However, effective July 1, 2009, the Board of Education shall provide an insurance pool wherein \$2500.00 will be the amount designated per year to be divided equally among all participating employees. For example, if between July 1, 2009 through June 30, 2010, two (2) Custodians participate in the insurance pool, they would each get twelve hundred-fifty dollars (\$1250.00) toward dependent insurance; if fourteen (14) Custodians participate, they will each get one hundred-seventy-eight (\$178) towards dependent insurance.

Those custodians who elect dependent coverage as per the terms and conditions of said group insurance plan on or before the first day of each school year may at that time elect that the Board remit for him/her during said school year to the insurance carrier a sum equal to that portion of the premium as set forth above, for the dependent coverage elected. Said election shall be made on an annual basis.

The amount of gross wages due an employee in the form of salary shall be the sum specified on the salary schedule less the payment of the Board, paid in installments as otherwise provided herein, provided the Board shall deduct from said gross wages all sums as required by law or as authorized by the employee pursuant to this Collective Bargaining Agreement.

The employees shall have no right or claim to the funds so remitted. Once said election is made as provided above, it may not be rescinded except in the case of death of the insured dependents.

The Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the employees as set forth above are deemed excludable from the employees' gross wages, and as such, the Union and each individual employee shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payment of dependent insurance premiums to the provision of this section.

SECTION 2

Employees who retire during the term of this Agreement who have at least fifteen (15) years of full-time uninterrupted service in the District may receive individual/dependent health coverage at their own expense to age sixty-five (65) or upon becoming eligible for Medicare/Medicaid, whichever occurs first, provided such coverage meets with the approval of the carrier.

ARTICLE XI - HOLIDAYS

SECTION 1

The following holidays shall be observed by the Board as paid holidays for employees covered by this Agreement:

July 4th	New Year's Eve
Labor Day	New Year's Day
Columbus Day	President's Day/Lincoln's Day*
Martin Luther King Day	Casimir Pulaski Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Eve	Christmas Day
Veteran's Day	

plus any holiday granted by the Board to employees in its discretion, or other mandatory holiday designated by the federal or state government.

SECTION 2

If any holiday occurs on a Saturday, the day shall be awarded on the Friday prior. If any holiday occurs on a Sunday, the day shall be awarded on the following Monday.

Mutual agreement between the Board and Union may establish a different award of holidays that occur on weekends.

SECTION 3

Employees shall not be paid their regular daily rate of pay for the holiday if they do not work the regular work day before and after each holiday, except when said absence is excused in writing by a physician or by the Superintendent or his designee.

*President's Day/Lincoln's Day refers to one paid holiday designated by the State in the school calendar.

ARTICLE XII - VACATIONS

SECTION 1

An employee shall be credited July 1 of each fiscal year the number of vacation days he/she has accrued in accordance with the following schedule:

<u>Years</u>	<u>Days</u>
2	5
3-9	10
10-15	15
16-20+	20

All employees beginning employment with the school district after July 1, 1993, shall only be entitled to a maximum of 20 vacation days.

All custodians who were currently employed within the school district before July 1, 1993, shall receive one additional day for every year of service after 20 years, not to exceed a total of 25 days.

SECTION 2

If an employee retires, resigns or is laid-off, that employee shall receive immediately that portion of vacation earned at the time of leaving active employment with the Board.

SECTION 3

Holidays shall not be charged as vacation days when they occur during a vacation.

SECTION 4

Vacation days shall be scheduled with and approved by the Superintendent or his designee.

SECTION 5

Vacations shall not be scheduled during the following periods:

1. Week prior to Winter Break;
2. Winter Break;
3. Week prior to Spring Break; and
4. Spring Break.

No more than one-half the staff assigned to each scheduled building will be on vacation at any time. In the event more than the allowed number of employees request vacation on a permissible date or period, the first person submitting the request shall have his/her request for vacation honored.

SECTION 6

No employee shall be permitted more than fifteen (15) consecutive vacation days at any one time, except as permitted by the Superintendent or his designee, in his discretion

ARTICLE XIII - OVERTIME

SECTION 1

For purposes of overtime, the normal workday shall be eight (8) hours and the normal work week shall be forty (40) hours, as scheduled by the Superintendent or his designee.

SECTION 2 .

Overtime shall be any work performed in excess of the normal work week. No overtime or other additional compensation shall be paid employees unless they work in excess of forty (40) hours per week.

SECTION 3

Overtime shall be paid at 1½ times the employee's regular hourly rate of pay for all supervisor-approved overtime worked in excess of forty (40) work hours per week.

SECTION 4

Any employee on overtime shall be entitled to a paid fifteen (15) minute break within each four (4) hours of overtime work. If the overtime exceeds six (6) hours, the employee shall be entitled to a paid duty-free lunch hour.

SECTION 5

If an employee is called in to work overtime, the employee shall be paid for a minimum of two hours of work. If more than one hour of overtime is required, an employee must obtain approval from his/her supervisor or his/her designee prior to working any additional overtime in excess of one (1) hour.

If an emergency situation exists that required more than two hours of overtime and a supervisor or his/her designee could not be reached the employee must submit a written explanation describing the emergency and the need for additional overtime.

SECTION 6

If an employee is called in to work on a paid holiday, the employee shall be paid two times (2) their normal rate of pay in addition to their holiday pay.

SECTION 7

During the winter months, employees who are required to come in on weekends to inspect the boilers and heating systems shall be compensated at the rate of three hundred dollars (\$300.00) per month.

ARTICLE XIV - GRIEVANCE PROCEDURE

SECTION 1

A grievance is defined as a complaint or claim by any employee that there has been an alleged violation, misinterpretation of any provision of this Agreement.

SECTION 2

The Board acknowledges the right to the Union to assist a grievant at any level of the grievance procedure, and the Union acknowledges the right of any member of the Administration to receive assistance as desired in any step of the grievance procedure. Failure of any employee or the Union to act on a grievance within the prescribed time limits will act as a bar to any further appeal and an Administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual consent. At any stage of the grievance procedure, the grievant may be represented by a representative of his/her choice.

SECTION 3

A grievance involving the act of any Administrator above the building level shall initially be filed at Step 2 of the grievance procedure after the grievant has initially discussed the grievance with the Administrator involved.

SECTION 4

STEP 1: If the grievance cannot be resolved informally, the grievant shall present the grievance in writing to the immediate Supervisor no later than twenty (20) days from the time the grievant could have reasonably become aware of the event giving rise to the grievance. The Supervisor will arrange for a meeting to take place within five (5) business days after receipt of the grievance. A Union representative selected by the aggrieved party, the immediately involved Supervisor, and any person whose assistance is requested by either party, may be present for the meeting. The Supervisor will then, within five (5) business days after the meeting, provide the aggrieved party and the Superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

STEP 2: If the grievance is not satisfied with disposition of the grievance at Step 1 or time limits expire without the issuance of the Supervisor's memorandum, the grievant may within ten (10) business days refer the grievance to the Superintendent. The Superintendent shall within ten (10) business days conduct a meeting with the same parties who were present at Step 1. Each party to the grievance shall have the right to include in its presentation a counselor if so desired.

Upon the conclusion of the hearing of the grievance, the Superintendent shall have ten (10) business days in which to provide his/her written decision to the grievance.

STEP 3: If the grievance is not resolved at Step 2, then the grievant may refer the grievance to the Board within ten (10) business days after the receipt of the Step 2 answer. The Board will hear the grievance at its next regularly scheduled meeting. Each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary. The grievance hearing will be held in executive session. Within ten (10) business days of the meeting, the grievant shall be provided with the Board's written responses, including the reasons for the decision.

STEP 4: If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The UNION may submit, in writing, a notice of intent to proceed to arbitration to the Superintendent within ten (10) business days from receipt of the Step 3 answer. The arbitrator shall be selected from the American Arbitration Association in the manner that follows: If the parties cannot agree within ten (10) business days on the arbitrator to hear the matter, the Voluntary Labor Rules of the American Arbitration Association then pertaining shall be followed in the selection of an arbitrator.

SECTION 5

Each party shall be entitled to representation and witnesses. Neither party to the grievances will be permitted to assert grounds or present evidence not previously asserted before the Board (Step 3) unless such grounds could not reasonably have been known to the party prior to the Board hearing. The arbitrator shall have no power to alter the terms of this Agreement, nor to make any award void or prohibited by law, statutory or decisional.

SECTION 6

The cost of the arbitrator shall be borne equally between the aggrieved party and the school district. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

SECTION 7

A business day is defined as a day on which the Administration Offices are open for business.

SECTION 8

Should the investigation of any grievance require, in the judgment of the Superintendent, that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

SECTION 9

The Board agrees not to take any reprisal against any person for his participation in the grievance process. The Union agrees to take no reprisals against any person because of his/her participation or refusal to participate in the grievance process.

SECTION 10

Should any member of the bargaining unit commence an action against the Board and/or any of its members individually or collectively before any state or federal administrative agency, court or tribunal, charging the Board or any of its members as aforesaid with any alleged violation of any of the rights granted to or enumerated herein, said proceedings shall act as a bar to the commencement of further proceedings of any grievance filed herein which alleges as its subject matter any violation of any rights specifically enumerated herein.

SECTION 11

All meetings, hearings, and conferences held under this procedure shall be held at times that will allow each party an opportunity to have witnesses and representatives present. Other employment of an employee which may conflict with a scheduled meeting, hearing or conference shall not be cause for rescheduling.

ARTICLE XV - NO STRIKE

During the terms of this Agreement, the Union agrees not to strike nor to engage in any concerted activity which would result in the withholdings of services, slow down, or disruption of the business of the board.

ARTICLE XVI - SALARY

Beginning Salary: \$20,800

Increase from previous year: Year 1: 3% Year 2: 3% Year 3: 3%

Any newly employed full-time custodial Employee starting after the first quarter of the fiscal year shall receive a prorated increase of the three percent (3%) increase received by other unit members. (For example, a custodian beginning on January 15, 2010, will begin at the start of the 3rd quarter and thus receive a 1 ½ % increase at the start of fiscal year 2011 or school year 2010-2011. In all subsequent years, said custodians would receive the 3% increase received by all other unit members.)

New employees can be given up to five (5) years credit for out-of-district experience as determined by the Superintendent or his designee. When this experience is credited, it should be verified by information received from previous employer or employers.

ARTICLE XVII – AGREEMENT

SECTION 1

The terms of this Agreement shall not apply where inconsistent with constitutional statutory or other legal provisions. If any provisions of this Agreement are found to be contrary to law by the Supreme Court of the United States or by any court of competent jurisdiction from whose judgment or decrees no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such cases, all other provisions of this Agreement shall remain in effect.

SECTION 2

This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board as they affect employees.

ARTICLE XVIII - DURATION

This Agreement shall become effective as of July 1, 2009 and shall remain in full force and effect until and including June 30, 2012.

IN WITNESS thereof, signed this 11th day of December 2009

POSEN-ROBBINS CUSTODIAL UNION,
LOCAL 4576, IFT/AFT, AFL-CIO

BOARD OF EDUCATION, POSEN-
ROBBINS SCHOOL DISTRICT NO.
143½, COOK COUNTY, ILLINOIS

By: *John Cole*
President

By: *Berta Dawanic*
President

ATTEST:

By: *Ira Zooker*
Secretary

By: *Kathy Novak*
Secretary