



## AGREEMENT

**Between**

**J. Sterling Morton High School District 201  
Cook County, Illinois**

**And**

**Local 73, SEIU-CTW**

**Collective Bargaining Representative**


**Morton High School Custodial and Maintenance  
Employees**


**July 1, 2014 – June 30, 2019**

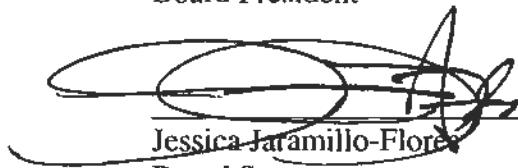
AGREEMENT BETWEEN  
BOARD OF EDUCATION  
J. STERLING MORTON HIGH SCHOOL DISTRICT 201  
Cook County, Illinois  
and  
Local 73, SEIU-CTW  
representing  
MORTON HIGH SCHOOL CUSTODIAL & MAINTENANCE EMPLOYEES

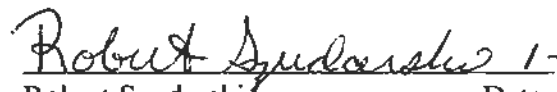
July 1, 2014  
through  
June 30, 2019

The Board of Education of J. Sterling Morton High School District 201, Cook County, Illinois ("BOARD" and/or "DISTRICT") and the Local 73 SEIU-CTW representing the Morton High School Custodial and Maintenance Employees have agreed to this contract.

  
Jeffrey Pesek  
Board President  
Date 1-13-16

  
Christine Boardman  
SEIU L73-CTW President  
Date 12-4-15

  
Jessica Jaramillo-Flores  
Board Secretary  
Date 1-13-16

  
Robert Szudarski  
Chapter President  
Date 1-4-16

**Board of Education  
Negotiating Team**

Dr. Michael Kuzniewski, Superintendent  
Ali Mehanti, CFO/Treasurer/CSBO  
Jim Zundell, Director of Buildings & Grounds  
Joe Keating, Director of Human Resources

**Custodial/Maintenance Union  
Union Negotiating Team**

Terri Barnett  
Wayne Lindwall  
Robert Szudarski, Chapter President  
Brian Dominick, Member  
Steve Mijares, Member  
Jeff Bills, Member  
Ron Konopasek, Sr., Member  
Jeff Hernandez, Member

**District 201**

**Board of Education Members**

Jeffrey Pesek, President  
Kasumba "Kal" Lwanga, Vice President  
Jessica Jaramillo-Flores, Secretary  
Michael Iniquez, Member  
Dr. Margaret Kelly, Member  
Mark Kraft, Member  
Vince Lapaglia, Member

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## AGREEMENT

The agreement is made and entered into this 1st day of July, 2014 between the Board of Education of J. Sterling Morton High School District 201, Cook County, Illinois ("Board" and/or "District") and Local 73, SEIU-CTW, representing the Morton High School Custodial and Maintenance Employees. ("Union").

### I. PREAMBLE

The Board of Education of J. Sterling Morton High School District 201, Cook County, Illinois and Local 73, SEIU-CTW, recognize that the ultimate aim of the public schools is to provide the best possible education for the youth of the district they serve. Attainment of this objective becomes a joint responsibility of the Board of Education, the Superintendent, and all staff members, including the maintenance and custodial staff as represented by the Union.

This Agreement is not intended to modify any of the discretionary authority vested in the Board of Education by the statutes of the State of Illinois. The Board and Union have endorsed voluntarily the practices and procedures of collective bargaining as a fair and orderly way of conducting the Board's relations with its employees insofar as such practices are appropriate to the obligation of the Board to retain the right to operate the School District in a responsible and efficient manner and are consonant with the paramount interests of the public and the students in the school system.

It is the intention of the parties to this Agreement only to provide, where not otherwise mandated by statute, for such areas as salary, fringe benefits, and other conditions of employment as covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the School District, and to provide an orderly and prompt method for handling and processing grievances.

### II. RECOGNITION

#### 2.1 Definition of Unit

The Board recognizes the Union as the exclusive collective bargaining representative for all categories of custodial, maintenance, assistant groundskeeper, groundskeeper, receiving, firemen, working foreman, assistant working foreman, equipment manager, electrician, painter, plumber, locksmith, carpenter, pool operator, driver/custodian and temporary maintenance employees excluding the Director of Buildings and Grounds and or any other administrative position that is added by the district



### III. UNION SECURITY AND CHECK-OFF

#### 3.1 Union Security

The Board agrees that it will not discriminate against any employee because of his/her affiliation with the Union, nor will the Board in any way discourage any employee from joining the Union or will the Board take any action against an employee because of legitimate Union activity.

The Board further agrees to inform all present employees and all new employees hired after the signing of this agreement that Local 73, SEIU-CTW, is the exclusive representative of all employees in the unit and that all matters of grievance and other conditions of employment must be handled through the regular procedures set in this Agreement.

Any employee who is a member of this Union in good standing on the execution of the date of this Agreement, and any employee who becomes a member of this Union after such date shall, as a condition of employment with the employer, to the extent of paying regular Union initiation fees and periodical dues uniformly required as a condition of Union membership, provided the employee has signed a proper application for membership in the Union setting forth the terms and conditions of herein above. The period of maintenance of membership shall be for the duration of this Agreement or one (1) year, whichever is the shorter, unless written notice is given the employer with a copy to the Union not less than ten (10) days prior to the expiration of each period of one (1) year of each applicable collective bargaining agreement. If a dispute arises as to whether an employee was a member of the Union on the date specified above, or whether he/she has voluntarily joined thereafter, such dispute may be submitted as a grievance.

#### 3.2 Check off of Union dues

The Board agrees to deduct the regular monthly dues, uniformly required as a condition of Union membership, from the wages of the employees who become or are members and remit them to the Union on or before the 15th day of each month, providing the employee signs and submits to the Business Office a written authorization to deduct dues substantially in the following form:

## AUTHORIZATION TO DEDUCT DUES

I, the undersigned, authorize and direct \_\_\_\_\_ to deduct from my wages each and every month the regular dues which may be charged against me by Local 73, which is required to maintain me as a member in good standing in said Union, in accordance with the By-Laws of the Union. The amount deducted each month shall be forwarded to the Secretary-Treasurer of Local 73.

This authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of the collective Agreement between my employer and Local 73, whichever occurs sooner, and I agree and direct that this authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective Agreement between my employer and Local 73, whichever shall be shorter, unless written notice is given by me to the employer not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective Agreement between my employer and Local 73 whichever occurs sooner.

Executed at \_\_\_\_\_

\_\_\_\_\_ on  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Employee's Signature/Clock No.

### 3.3 Indemnification

The Union shall hold the Board, its agents and employees, harmless and indemnify it against any claim or liability which may arise out of any actions, taken or not, by the Board pursuant.

### 3.4 Fair Share

All employees who are not members of the Union shall, commencing on the effective date of this Agreement, or sixty (60) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-union members of the union, pay to the Union each month their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

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The Union shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Union.

Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to paragraph 1714(b) (1) of the Illinois Educational Labor Relations Act. Upon any such filing and notice of such to the Union, the Union shall place in an interest bearing escrow account, separated from other funds held by the Union, the amount of each objector's fair share payments made, and to be made, pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

If a non-member employee declares the right of non-association based either upon bona fide religious tenets, or teachings of a church or religious body of which such employee is a member, or upon philosophical differences, such non-member shall be required to pay an amount equal to his or her proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Union from a list compiled by the Union and the Board. If the affected employee and the Union are unable to reach an agreement on the matter, the employee may select a charitable organization for receipt of the payment from an approved list established by the Illinois Educational Labor Relations Board.

The Union 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 or action taken by the Board for the purpose of complying with the above provisions of the article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

### 3.5. Seniority List

Every quarter the Union shall be notified in writing by the Personnel Department of the following:

- a. Hiring's, including name, address, work locations and classification;
- b. Terminations, including designation of "voluntary" or "involuntary";
- c. Transfers and/or promotions that have occurred within the preceding quarter.
- d. A complete seniority list including name, classification and work location.

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#### **IV. SAVINGS**

4.1 The Board and the Union agree that this Agreement shall not be construed as prohibiting the parties from making such other temporary arrangements for the convenience of the Board, its Administration, or the Union, as may be mutually agreed upon, during the term of this Agreement. Such temporary arrangements shall not be construed as establishing precedent or serving as the basis for future contractual Agreements.

#### 4.2 Laws and Regulations

This contract shall not supersede any existing laws or future laws of the State or Federal Government as they affect the legal operation of the school system by the School District. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any Federal or State law, the remaining portions of this Agreement shall continue in full force until the prescribed termination date.

#### **V. MANAGEMENT**

#### 5.1 Management Rights

The Board of Education on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Illinois and of the United States. 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 extent such specific and express terms thereof are in conformance with the express terms of this agreement, the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

#### 5.2 No Discrimination

The Board and the Union agree that there shall be no illegal discrimination in the employment or promotion of Personnel on the basis of sex, race, creed, national origin or activity for or on behalf of the Union.

#### **VI. GRIEVANCE**

#### 6.1 Grievance Procedure

A grievance is defined as an alleged violation of this Agreement and shall be filed by an employee or the Union Representative.

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An alleged grievance shall be processed in the following manner unless due to the organization and/or operational structure of the District, the parties, by mutual agreement, advance the grievance to a more appropriate step in the process:

1. The employee shall discuss his or her complaint with the Union steward. The steward shall study the complaint and determine whether it has merit as a grievance.
2. If the steward or the Union determines that the complaint has merit as a grievance, then the grievance shall be put in writing and submitted to the Director of Buildings and Grounds within fifteen (15) working days from the time of the action or condition giving rise to the grievance.
3. The Director of Buildings and Grounds shall answer the grievance in writing within fifteen (15) calendar days. If the Union is not satisfied with the response of the Director of Buildings and Grounds, the grievance shall be submitted to the next level in the following order:
  - a. Chief Financial Officer
  - b. Superintendent
  - c. Board of Education
4. To carry a grievance forward, notice must be given at the next level within fifteen (15) calendar days of receipt of response from the preceding level.
5. Each level of authority in the District's Administration shall answer the grievance in writing and at any stage of the grievance procedure, the union may negotiate and accept a settlement of a grievance with the District's Administration.
6. All grievance meetings between the two parties shall be held during normal working hours, unless mutually agreed upon by both parties. All grievance responses shall be delivered during normal working hours.
7. Binding Arbitration: If the grievance is not resolved satisfactorily (to the aggrieved) within thirty (30) calendar days of receipt by the Union of the Board's decision the Union shall file an appeal requesting binding arbitration if the Union seeks to appeal the decision.

Within five (5) work days following the Union's written appeal of the Board's decision, the Superintendent and the President of the Union, or their designees, shall jointly request the Federal Mediation and Conciliation Service to provide a list of five arbitrators. The party



requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

In this selection procedure, the rules established by the Federal Mediation and Conciliation Service shall apply.

The arbitrator shall have no authority to add to, delete from, or change the terms of this agreement.

If the Union or the employee takes up the grievance or engages in arbitration during work hours, the employee shall not be paid for lost time unless the Union and the Superintendent, or the Superintendent's designee, agree that the nature of the grievance requires prompt attention. If, however, the grievance is taken up during working hours at the request of the Board or the administration, the employee(s) involved in the grievance, including witnesses, shall suffer no loss in salary. If the arbitrator holds hearings during working hours, the aggrieved shall be entitled to attend all hearings with no loss of pay. Any additional members of the bargaining unit whose presence is required by the Union shall attend the grievance hearing at no cost to the board.

8. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The fees and expenses of the arbitrator and the cost of the written transcript, if any, shall be divided equally between the Union and the Board; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law.

6.2. Grievances of Probationary Employees

Grievances may not be presented concerning the disciplinary suspension, discharge or layoff of an employee who is a probationary employee.

**VII. EMPLOYMENT**

7.1 Seniority is the length of service from date of hire by the Board with this unit.

7.2 Promotions, Job Bidding and Posting

It is the District's policy, whenever possible, to promote from within the present staff. In considering employees for lateral moves (i.e. route assignment and shift assignment), seniority shall be considered as the main criteria for selecting the employee or employees for being so transferred laterally. Employees who have been disciplined in the past twelve (12) months from the date of the posting for the lateral move shall be considered ineligible for transfer.

In considering employees for promotion, filling of permanent vacancies or new positions, if the factors of skill, ability and other qualifications are equal, seniority will prevail. The principal criterion in filling any position, either by promotion or hiring from outside the unit, will be to obtain an employee for the vacancy who is most qualified to do the work detailed on the job description posted.

When permanent vacancies occur or new positions are created, the job shall be posted for five (5) working days so that all employees in the unit have an opportunity to become aware of the opening. The successful bidder for an opening shall serve a qualifying period of thirty (30) working days. If unable to qualify during that time, (by mutual consent the qualifying period may be extended) he shall be returned to his former job. The employee shall receive the new rate of pay during the qualifying period.

7.3 Probationary Period

Each new employee is considered to be on probation for a period of ninety (90) working days after starting employment. A probationary employee can be discharged anytime within the probationary period without recourse to the grievance procedure.

Performance records will be reviewed with probationary employees prior to the end of thirty (30) working days, prior to the end of sixty (60) working days, and prior to the end of the probationary period. At the end of this period, each employee placed on the regular staff with fully vested seniority rights in all programs or is terminated. Seniority shall revert to date of hire upon completion of probation period.

7.4 Termination of Seniority

An employee, after completing his probationary period, shall lose his seniority and employment rights under any of the following circumstances:



1. Resignation
2. Dismissal for cause.
3. Absence from work for two (2) consecutive days without notifying the Human Resources.
4. Employee fails to report for work within ten (10) days after the Board, or the designee of the Board, mails a registered notice to employee at his/her last known address to report to work after a layoff. A copy of said notice shall be forwarded to the Union at the same time it is mailed to the employee.
5. Employee is laid off for a period equal to one-half (1/2) of the employee's seniority, but not to exceed one (1) year.
6. Retirement.
7. Absence from work due to disability for the length of seniority, not to exceed twelve (12) months.

#### 7.5 Layoff and Recall

The Board shall give written notice to the Union of its intention to initiate a Reduction in Force ("RIF") at least sixty (60) calendar days in advance of formal action by the Board to affect the RIF. The notice to the Union shall include the names and classifications of the employees to be rified, along with an updated seniority list. The Union and the District will meet prior to the RIF and the transfer process to review the seniority list on which RIF and transfer decisions will be made.

Employees shall be provided a notice of RIF in accordance with the requirements of the applicable provisions of the Illinois School Code (currently Section 10-23.5) thirty (30) calendar days before the honorable dismissal takes effect with honorable dismissal occurring according to District seniority – least senior first – within the applicable classification; provided, however, all new probationary employees in the applicable classification shall first be dismissed followed by employees who volunteer, in writing within ten (10) workdays of the Board's public action on the RIF, to be RIFFED.

Any employee so displaced from his/her job classification shall be permitted to displace the least senior employee in a lower classification provided he/she is senior to the employee in the lower job classification, and provided further, that he/she is qualified to perform the work required in the position open. The term qualified to perform the work as used in this Section shall mean that the



employee has the skill, ability and physical capacity to satisfactorily perform the duties assigned.

Rifed employees will have recall rights in accordance with the applicable provisions of the Illinois School Code (currently Section 10-23.5), with recall by classifications in reverse order of dismissal for one (1) calendar year from the start of the school term following the RIF. No new employees shall be hired by the Board until all laid off employees have been recalled. If an employee moves or changes their contact information during their lay-off period, they must notify the District immediately.

In the event an employee(s) is involuntarily displaced due to a RIF, that employee(s) will have a one-time option to return to their former work location before Article VII, Section 7.2. is implemented, provided there is a vacancy in such position. This one-time option will expire in one (1) year after involuntary displacement.

#### 7.6 Seniority List

No later than two (2) months after the effective date of this Agreement, the employer shall prepare and post a seniority roster for the bargaining unit. This seniority roster shall be posted by February 1 of each subsequent year.

#### 7.7 Harassment-Free Work Place

No employee shall harass other employees or administrators with respect to their race, creed, ethnic origin, sex or age. Any employee who believes that he or she has been the target of repeated harassment or intimidation has the right to report such harassment or intimidation to his or her immediate supervisor or to the Superintendent directly. Any employee who violates the provisions of this section shall be subject to disciplinary action as provided herein.

#### 7.8 Discipline

The Board of Education shall have the right and duty to discipline members of the bargaining unit for acts of insubordination and/or misconduct.

1. Insubordination shall include any willful refusal to follow an order, direction, regulation or policy of the Board of Education or of any person who has the responsibility to supervise the employee.
2. Misconduct shall include:
  - a. Any act or failure to act which causes, or may reasonably lead the Board of Education or the administration to forecast disruption or interference with the educational process or the rights of others.

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- b. Any act or failure to act occurring during the course of any employee's duties which jeopardizes the health, safety and welfare of any person, student, parent or school employee.
  - c. Any act which constitutes immoral conduct.
  - d. Any act or failure to act which constitutes a violation or an attempt to violate any federal and state law or regulation or municipal ordinance and which impacts on the employee's ability to function effectively as an employee.
3. EXCEPT for serious offenses that warrant immediate suspension or termination, the Board agrees to the concept of progressive discipline for just cause.
- a. Upon a first offense, a letter of reprimand will be placed in the employee's personnel file.
  - b. Upon repetition of the same or commission of similar offense, officials shall assess a three-day suspension against the employee.
  - c. Subsequent repetition of the same offense shall result in either termination or a lengthy suspension whichever the Board considers appropriate in the circumstances.
4. When an administrator calls a conference with an employee which might lead directly to dismissal or possible disciplinary action against the employee, the following provisions shall be applicable:
- a. The employee and the union shall be informed in advance and in writing as to the purpose for the conference.
  - b. The employee has the right to be accompanied by someone at the conference.
  - c. Except circumstances warranting immediate action, the administrator will not take disciplinary action against the employee without first affording the employee an opportunity to respond to the matter being discussed.
  - d. If, after a disciplinary conference, an administrator takes disciplinary action against the employee, the administrator shall provide the employee with written notification of the reason for the action.

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- e. In no instance shall disciplinary action be taken against an employee later than thirty (30) days after the conduct giving rise to the action or in the following thirty (30) days after the time the administration becomes aware of the action giving rise to the discipline. When disciplinary action stems from a series of unremediated instances on the part of the employee, in no event shall notification be later than thirty (30) days after observation of the last instance.
- f. Any disciplinary action taken against an employee shall be subject to the grievance procedure of this Agreement.

## 7.9 Evaluation

The Board of Education or its designee shall have the right to evaluate each non-probationary employee at least once every year. If an employee has received a written reprimand for poor work performance, he/she may be evaluated more frequently for a period up to twelve (12) months from the date of the reprimand.

- 1. An evaluation instrument developed by the Board after consultation between the Board and the Union will be approved by the Board within six (6) months of the effective date of this Agreement.
- 2. The evaluation will include one of the following final recommendations:
  - a. Employee will maintain current position;
  - b. Employee will be placed in remediation status;
  - c. Employee will be recommended to be demoted to a lesser position; OR
  - d. Employee will be recommended for termination to the Board for just cause.

A supervisor may recommend an employee be placed in remediation status based on an overall unsatisfactory evaluation. The supervisor shall be responsible for bringing performance problems to the attention of the employee as soon as practical during the evaluation period. In cases where the supervisor indicates an employee needs improvement on his/her evaluation, specific examples of problems in that area must be presented.

- 3. Remediation. The remediation period shall be for thirty (30) workdays. It may be extended for an additional thirty (30) workdays by the District in cases where the District believes an extension is warranted. Upon

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being placed in remediation status, an employee will be advised of the areas where serious performance problems exist and the specific improvements that are necessary in order to meet the District's expectations. The employee's supervisor and the employee will meet to review the employee's progress after ten (10) workdays, twenty (20) workdays, and thirty (30) workdays, or more frequently if necessary. The employee shall have the right to have a union steward present in any meetings held regarding his/her remediation.

Successful completion of the remediation period will result in an updated evaluation that documents the employee's improvement.

Failure to successfully complete the remediation period will result in demotion or termination. This shall not be construed to interfere with the right of the District to discipline an employee for just cause.

If a Working Foreman or Assistant Working Foreman is removed from his/her regular duties they will also be removed from the Working Foreman or Assistant Working Foreman position.

#### 7.10 Working Foreman

1. The Board of Education agrees to designate one employee at the East Campus and one employee at the West Campus for first and second shift as a Working Foreman. The stipend for this position will be \$9,690 for the 2014/15 school year, \$9,884 for the 2015/16 school year, \$10,082 for the 2016/17 school year, \$10,284 for the 2017/18 school year and \$10,490 for the 2018/19 school year. In addition, the Board will also designate at the East and West Campus for the first and second shift an Assistant Working Foreman. The stipend for these positions will be \$5,610 for the 2014/15 school year, \$5,722 for the 2015/16 school year, \$5,836 for the 2016/17 school year, \$5,953 for the 2017/18 school year and \$6,072 for the 2018/19 school year. Because of the small number of staff on third shift, the Fireman will serve as the Working Foreman and this responsibility will be part of his/her normal duties without additional remuneration. These stipends will be paid on a separate check quarterly each fiscal year.

At the Freshman Center, one person for the first shift and one person for the second shift will be designated working foreman. The stipend for the Freshman Center first shift Working Foreman will be \$8,000 for the 2014/15 school year, \$8,160 for the 2015/16 school year, \$8,323 for the 2016/17 school year, \$8,489 for the 2017/18 school year and \$8,659 for the 2018/19 school year. The stipend for the Freshman Center second shift Working Foreman will be \$6,630 for the 2014/15 school year, \$6,763 for the 2015/16 school year, \$6,898 for the 2016/17 school year,

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\$7,036 for the 2017-18 school year and \$7,177 for the 2018/19 school year. The Working Foreman at the Freshman Center will also be responsible for the Alternative School. Because of the small number of staff on third shift, the Fireman will serve as the Working Foreman and this responsibility will be part of his/her normal duties without additional remuneration. These stipends will be paid on a separate check quarterly each fiscal year

2. Working Foreman and Assistant Working Foreman will be appointed to the position and will be evaluated. In the event a Working Foreman's or an Assistant Working Foreman's overall evaluation is unsatisfactory, the employee will be placed in a remediation program. A Working Foreman or an Assistant Working Foreman may be involuntarily removed from his/her position for failure to satisfactorily complete a remediation period or pursuant to just cause discipline in which the employee is terminated from his/her full-time position in the bargaining unit. A Working Foreman or an Assistant Working Foreman who voluntarily steps down or is removed from his/her current full-time position but will not continue to receive the Working Foreman or Assistant Working Foreman pay. The Working Foreman and Assistant Working Foreman will also be evaluated according to Section 7.9 of this Agreement.
3. Working Foreman and Assistant Working Foreman are responsible for referring individual Custodian, Maintenance and Buildings and Grounds staff members to the Director of Buildings and Grounds for failure to adequately perform the assigned duties as coordinated by the Working Foreman or Assistant Working Foreman to ensure the orderly operation of the school.

#### 7.11 Drug Testing

All new custodial and maintenance bargaining unit employees shall be subject to a drug test upon being approved for hire by the Board of Education. In addition, all custodial and maintenance bargaining unit employees shall be subject to random drug testing throughout their employment with the District. Finally, any custodial and maintenance bargaining unit employee who is injured while working shall be required to submit to a drug test within two (2) hours of the injury.

### VIII. TIME

#### 8.1 Normal Workweek

The normal workweek shall consist of five consecutive days of seven and one-half (7 1/2) hours each.

#### 8.2 Shift Starting Times



All shift starting times shall be as uniform as possible, depending on the requirements of the school program. Except in cases of emergency, one week's notice shall be given to all employees affected by a change in shift prior to the change taking effect. Shifts will not be changed to avoid overtime.

The day shift will normally start between 5:00 AM and 10:00 AM.

The second shift will normally start between 1:00 PM and 6:00 PM.

The third shift will normally start between 9:00 PM and 12:00 AM.

### 8.3 Overtime

Overtime work will be paid at one and one-half (1 1/2) times the regular hourly rate. Such rate will be paid for all hours worked after 37 1/2 hours in one week when calculating overtime, unapproved, absence during that week will not count towards work hours in overtime calculation. There will be no pyramiding of overtime. All overtime must be approved in advance by the Director of Buildings & Grounds.

All authorized hours worked, in school, at the following times shall be paid at the rate indicated below, times an employee's regular straight time hourly rate of pay:

1. All work in excess of thirty-seven and one-half (37 1/2) hours in one (1) week ..... 1 1/2
2. All work performed on Saturday except for firemen ..... 1 1/2
3. All work performed on Sunday, except for firemen ..... 1 1/2
4. All work performed on observed holidays as defined in Article 10 (includes holiday pay)
5. All work performed when a third (3) employee is absent from work, and where no other temporary employees are able to fill that position.

Assignments considered Overtime Assignments in addition to the above include:

Public/Park District sponsored games  
(i.e. soccer, baseball, football, basketball, volleyball, tennis, etc.)

Private Organization sponsored games  
(i.e. soccer, baseball, football, basketball, volleyball, tennis, etc.)

Public/Private Theater, Auditorium, Other Facility Uses

(i.e. Lithuanian Opera, Dance Recitals, Ballet Leger's "Nutcracker")

#### Festivals

#### 8.4 Emergency Call Back

If an employee, after leaving the premises, is called back to work outside his normal work schedule, he/she shall receive a minimum of two (2) hours pay at the applicable rate, or pay for time actually worked, whichever is greater. Emergency call backs must be approved by the Director of Buildings and Grounds or the Chief Financial Officer.

#### 8.5 Time Clock

All employees will observe regular working hours and will punch the time clock upon entering and leaving the building at any time, except when leaving on authorized school business. Everyone must have changed to his/her work uniform and be punched in by the regular starting time. Employees who do not follow the time clock guidelines may be disciplined.

No employee shall punch the time clock for any other employee.

#### 8.6 Rest Periods

For every seven and a half (7 1/2) hours of work each employee shall have one twenty (20) minute rest period. Rest periods shall be assigned by the Director of Buildings and Grounds.

#### 8.7 Early Starts

When employees are required to start early (snow removal, etc.), they shall be paid at a rate equal to one and one half (1 1/2) times their regular hourly rate for all hours worked prior to the regular starting time. In the event the employees do not complete their regular seven and a half (7 1/2) hour shift, the last seven and a half (7 1/2) hours will be paid at their regular rate.

#### 8.8 Time Off

No time off shall be given in lieu of overtime pay.

#### 8.9 Work for Extra-curricular Activities – "Student Activity Rate"

Pay for work at school sponsored extra-curricular activities shall be at the rate of \$16.97 per hour for 2014/15 school year, \$17.31 per hour for 2015/16 school year, \$17.66 per hour for the 2016/17 school year, \$18.01 for the 2017/18 school year and \$18.37 per hour for the 2018/19 school year. Pay for work at extracurricular activities beyond their 37 ½ hour work week shall be paid at the

time and a half rate of \$25.47 per hour for the 2014/15 school year, \$25.98 per hour for 2015/16 school year, \$26.50 per hour for the 2016/17 school year, \$27.03 for the 2017/18 school year and \$27.57 for the 2018/19 school year. These rates include the IMRF contribution required from the employee.

Events classified as "Extra-Curricular" or "Student Activities" as defined in this Section 8.9 shall be assigned by seniority rotation basis from the volunteer list only and given forty-eight (48) hours advance notice of Extra-Curricular Student Activities. All employees will have the opportunity to sign the Extra-Curricular or Student Activity volunteer list if they so choose, annually. There will be two (2) volunteer lists posted, one at the East Campus and one at the West Campus. Those bargaining unit employees that work at the Freshman Center will have the opportunity to sign either the East Campus list or the West Campus list but with only one (1) choice of either list. This list will be posted for ten (10) days prior to the beginning of the school year.

The Working Foreman and Union representative of each campus (East and West) will be responsible for maintaining the volunteer list. If the Extra-Curricular/Student Activity is at a particular campus, those bargaining unit employee volunteers will be utilized first. If no one from that particular campus is available or if the District requires additional volunteers for the activity, the rotational list from the other Campus will then be utilized. If no custodial or maintenance employee on the rotational list accepts the assignment or is not available and the District needs additional staffing for an activity, the individual assigned to the route specific to the Extra-Curricular/Student Activity is offered the assignment at the Overtime Rate (due to the inability to find a rotational list assignee). If the individual assigned to the specific route of the Extra-Curricular/Student Activity refuses to work the Activity, then the Sub-Pool in Section 8.12 of this Collective Bargaining Agreement shall be used to fill the Extra-Curricular/Student Activity assignment. Opportunities for all such work related custodial activities shall first be offered to maintenance and custodial employees. If an employee on the rotational assignment list refuses or is not available to accept an Extra-Curricular/Student Activity assignment on three (3) occasions, with the exception of approved leaves of absence(s), the individual shall be removed from the rotational assignment list for Extra-Curricular/Student Activities for that year.

Those employees that are working the Extra-Curricular or Student Activities will be responsible to complete their regular assigned job responsibilities and/or assignments in addition to the Extra-Curricular or Student Activity event.

Assignments considered Extra-Curricular/Student Activities include:

Football Games	Soccer Games	Basketball Games
Baseball Games	Volleyball Games	Track Meets
Gymnastic Meets	Athletic Regional Events	Athletic Sectional Events

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Student/Staff Concerts  
Open House

Student/Staff Plays  
Student Pancake Breakfast

Students/Staff Dances  
Graduation

**Other events may be added if related to Student/Staff/District Extra-Curricular and/or Student Activities after presentment and consultation with Union has occurred.**

8.10 Assignment of Skilled Maintenance Employees

Skilled maintenance employees, not including Firemen, Pool and Groundskeeper, may be based at any Campus, and may be scheduled to work in any of the District buildings on an as needed basis by the Administration. Nothing in this section prevents the Administration from having all skilled maintenance employees based at one location.

8.11 Training and Substitution Assignments of Non-Skilled and Semi-Skilled, Skilled Employees

1. Non-Skilled Employees

Any custodian may be trained in the duties and responsibilities of the semi-skilled positions so that the custodian may substitute for a semi-skilled employee as required due to vacations and/or leaves of absence.

2. Semi-Skilled Employees

Any semi-skilled employee may be trained in the duties and responsibilities of the skilled positions so that the semi-skilled employee may substitute for a skilled employee as required due to vacations and/or leaves of absence.

3. Skilled Employee

Skilled employees may be trained in the duties and responsibilities of all skilled positions so that the skilled employee may substitute for any skilled employee as required due to vacations or leaves of absence. A substitute is defined as a bargaining unit employee replacing another semi-skilled or skilled bargaining unit employee in the event he/she is on an extended medical leave or personal leave of absence, FMLA, Workers Compensation leave of thirty (30) or more calendar days.

4. Pay for Substitution

Any non-skilled, semi-skilled or skilled employee who is required to substitute for another employee shall be paid at the rate of pay of the position at which the employee is required to fill. If the employee has

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worked in excess of thirty-seven and one-half (37.5) hours in one week, the employee shall be paid at the time and one-half rate of pay of the position at which the work is being performed.

#### 8.12 Temporary Employees for Custodial Substitution

1. The District, at the direction of the Director of Buildings and Grounds or his/her designee, shall use temporary employees to substitute for absent custodians in the following circumstances:
  - a. To substitute for employee(s) on vacation;
  - b. To substitute for employee(s) on a leave of absence;
  - c. To substitute for employee(s) on sick leave;
  - d. During school recess periods, such as winter, spring and summer breaks.
2. The District shall determine the number of temporary employees on the Substitute List.

#### 8.13. Snow Call

If an employee is called out for work outside of or not connected with his/her normal shift in cases of snow removal, that employee(s) shall have a guaranteed two (2) hours at time and one half. The call-out shall be governed by District seniority that have volunteered and assigned by seniority rotation. The snow call list will be posted annually for those employees to sign up for snow call.

When an employee is called for snow removal, the selection of equipment will be done in seniority order. During snow call season, the volunteer list will be posted. If an employee is not available or refuses the snow call assignment, it will be recorded and the next person following in seniority order will then be notified.

### **IX. DISABILITY BENEFITS**

#### 9.1 Definition

As defined by the Illinois Municipal Retirement fund: "A disability is any physical or mental impairment which makes a participating employee unable to perform the duties of any position which might reasonably be assigned to him by his employing municipality...There is no distinction between occupational and non-occupational disability. The Illinois Municipal Retirement Fund disability benefits are the same whether the disability occurs in the performance

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of duty, at home, or while on vacation, etc.”

## 9.2 Other Rules

All other rules concerning disability shall be outlined in Section 5 of the latest Illinois Municipal Retirement Fund manual except as outlined herein.

## 9.3 Non-Service Connected Disability

If an employee appears to be disabled for reasons other than those which are service connected, the employee may exhaust all sick leave benefits prior to application of I.M.R.F. disability. Total determination of eligibility rests with the I.M.R.F.

## 9.4 Service Connected Disability

In the case of a service connected disability, the Board shall continue the employee on full pay for a period of five (5) days, provided the disability continues. Application to I.M.R.F. would be made by the employee for the disability benefits provided by I.M.R.F.

## 9.5 Termination - Service Connected Disability

Upon termination of the service connected disability, and the return of the employee to active employment with the Board all prior unused sick leave and vacation time would be restored to the employee's credit.

## 9.6 Report of Injury

When an employee is injured or becomes ill on the job, he/she shall report the injury or sickness to his supervisor within forty-eight (48) hours. The employer will promptly prepare and submit to the insurance carrier the forms required by the carrier to be completed pursuant to the applicable insurance policy or program.

Failure to make a timely report as herein defined will cause the sick days allowed to be used per the provision of item 9.4 to be charged to the employee's credited sick days.

## 9.7 Benefits while on Disability

Employees who go on permanent disability or employees who are on temporary disability beyond six months may, at the option of the carriers, continue to participate in the Morton fringe programs at no cost to the Board.

## 9.8 Termination of Benefits



When an employee has used his accumulated sick leave and vacation time and is placed on disability status, he/she will no longer accrue sick leave or vacation time, nor be entitled to holiday pay.

## **X. HOLIDAYS**

### **10.1 Holidays**

- a. Prior to the start of each fiscal year the Maintenance/Custodial union representatives will meet with the Superintendent, or his designee to establish the fifteen (15) holidays that will be recognized during the fiscal year.

No holiday pay will be granted to any employee who is absent or does not work all his scheduled hours immediately before or after a holiday. Exceptions will be made if any employee presents a letter from an M.D. verifying an illness that prevented him/her from working. If an employee is approved for any paid benefit leave immediately prior to or after a holiday, that employee will receive the holiday pay.

- b. In addition to the above holidays, all custodial and maintenance employees will be allowed an additional floating holiday in years 2014–2015 and 2015–2016. The schedule of the floating holidays will be determined by the Director of Buildings and Grounds upon request from the employees. Starting in years 2016-2017 all bargaining unit employees will be allowed an additional floating holiday if an employee has no unauthorized leaves without pay from the previous year.

### **10.2 Weekend Holidays**

If a holiday occurs on a Saturday or Sunday and no regular working day is observed by the school in lieu of such holiday, the holiday is canceled for this day only.

### **10.3 Holiday during Vacation**

Should a holiday occur during an employee's vacation, an extra day will be added immediately prior to or immediately after the employee's vacation time.



## **XI. VACATIONS**

11.1 Vacations

Each employee who has completed his/her probationary period shall be granted vacation with pay as follows:

6 months of service, but less than 1 year .....	1 week
1 year of service, but less than 8 years.....	2 weeks
8 years of service, but less than 13 years .....	3 weeks
13 years of service, but less than 20 years .....	4 weeks
20 years of service .....	5 weeks

An employee may opt, by June 30, to receive payment for up to five (5) unused vacation days. Additional unused vacation time will not accumulate from year to year.

During the first year employment with the District, an employee whose date of hire is before December 1, shall receive one week of vacation in his first year of employment.

11.2 Vacation Time Earned

Vacation time will be based on the employee's anniversary date of hire. Vacations scheduled after July 1 are earned during the twelve (12) months immediately preceding that date and must be taken prior to the following June 30.

Employees with six months but less than (1) one year of service will be entitled to (1) one week of vacation on July 1. On the first year anniversary of employment the employee will be entitled to (1) one additional week of vacation that will be granted on July 1 after the anniversary date.

After the first year of employment increases in vacation time will be granted on July 1 of the fiscal year. The employee, however, will not be permitted to use the additional time until their anniversary date.

11.3 Vacation Pay

For each week of vacation time, an employee shall receive vacation pay in an amount equal to the number of hours of his normal scheduled workweek times his regular hourly wage rate. There shall be no pay in lieu of vacation time, unless upon retirement, termination of employment, or employees opting by June 30 to receive payment for up to five (5) unused vacation days. Vacations cannot be accumulated from year to year and must be taken or forfeited.

11.4 Scheduling of Vacations

Vacations, except for firemen, may be taken on a year round basis, except for the three (3) weeks prior to the opening of school, and providing the request does not conflict with his/her job responsibilities or necessitate a substitute. For bargaining unit employees in the position of Fireman, shifts and vacation time shall be scheduled on the basis of seniority within the position of Fireman. Effective July 1, 1992, Firemen shall schedule their vacation, except for one week which may be taken at any time during the year when not in conflict with a request by other staff or would require overtime, to be taken between May 1 and September 30. Vacation schedules must have the prior approval of the Director of Buildings and Grounds. In the event of conflicts of requests, the most senior employee will be given preference.

#### 11.5 Payment of Accrued Vacation Pay

Should a non-probationary employee resign or retire prior to the July 1 eligibility date, he shall receive .833 of one (1) day of vacation pay for each full month worked from the immediately preceding July 1 for all vacation time thus computed as earned and not used. No benefits will be paid under this section if the employee fails to give two (2) weeks' notice of resignation to the Human Resources or if the employee is discharged for just cause.

## XII. SICK DAYS

#### 12.1 Sick Leave

Definition: Absence approved as "sick leave" shall be absence owing to personal illness or disability which prevents an employee from performing his/her duties, or illness in the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians).

After one (1) year's employment, a maximum of five (5) days per fiscal year of the sick leave total may be used for illness in the immediate family. These days are not cumulative.

Sick leave shall be accumulated on the basis of twelve (12) days per year, one day assigned per month, with full pay to a maximum of 200 days. An employee's unused sick days shall accumulate from year to year with no cap. At the time of retirement, an employee shall turn in all of their sick days up to maximum of 240 days to IMRF before getting any retirement payout on the remaining sick days.

In the event an employee announces his retirement during the school year, he/she shall be credited with their full year sick leave allocation for that year.

An employee who is unable to report to work due to illness shall be responsible

for submitting his or her absence via the approved District attendance reporting system at least one hour prior to their scheduled starting time, except in the case of an emergency. Failure to provide notification of absence as required shall result in docking of a full day's pay or may result in discipline.

The district will maintain records pertaining to an absence policy. An incidence of absence is defined as one day of nonattendance which invokes the use of a sick day or results in an unpaid absence, except for an approved Family Medical Leave or any other pre-approved leave of absence. In cases of absences of three (3) or more consecutive work days due to illness or injury, the District may require a physician's statement certifying that the employee's condition prevented him/her from appearing for work, and indicating that the employee is fit to return to full duty. If the District requires a physician's statement from an employee, the District will reimburse the employee for the employee's examination by the physician if the physician determines that the employee's condition prevented the employee from appearing for work, to the extent that the employee's examination is not covered by insurance. In such a circumstance, the District's obligation to reimburse the employee will only be limited to the cost of examination, not to any tests or procedures undertaken during, or as a result of, the examination. Abuse of sick leave may result in discipline up to and including discharge.

Abuse of sick leave may be evidenced by patterns of sick leave use, excessive numbers of days taken, or use of sick leave for inappropriate purposes. If an employee exceeds the twelve (12) incidents of absence in a given work year, and evidence of abuse of sick leave exists, the employee may be subject to disciplinary procedures which can include discharge.

## 12.2 Sick Leave Bank

The Union shall maintain a sick leave bank for members who, as a consequence of a prolonged illness or hospitalization and recovery, have exhausted their accumulated sick leave. The Union Sick Leave Bank is subject to the following guidelines:

1. All bargaining unit members will participate in the sick leave bank after the second year of continuous service.
2. The Union Sick Leave Bank Committee will administer the sick leave bank. The committee will be composed of the Union Chapter President or designee, the Union Chapter Vice-President or designee, two (2) staff appointed by the Union Executive Board, and the Superintendent, or designee. The Superintendent or designee may not participate in a vote on the dispersal of days from the bank.

3. On July 1, 2014 all days remaining in the Union Sick Leave Bank will be deposited into the Union Sick Leave Bank. Each Union member shall contribute one (1) sick day to the sick leave bank at the beginning of their third year of service. When one hundred fifty (150) days remain in the bank, every Union member will contribute one (1) day to the bank.
4. No Union member will be able to withdraw days from the sick leave bank until their own accrued sick days, personal days and/or vacation days (if applicable) have been depleted and a request has been presented to the Union Sick Leave Bank Committee for sick leave bank withdrawal accompanied by a doctor's written verification of the member's medical condition.
5. If approved each bargaining unit member may use as many as fifty (50) sick leave bank days over a revolving twelve (12) month period.
6. A bargaining unit member whose application for sick leave bank days is denied, may appeal the committee's decision to the Union Executive Board. The Executive Board's decision shall be final.
7. The Union shall maintain the records of the Sick Leave Bank account. The Union shall immediately provide a written report to the Human Resources Department upon issuance of sick leave bank days to a Union employee. The Human Resources Department shall issue a written report of sick leave bank activity and sick leave bank days remaining to the Union Chapter President or designee on a quarterly basis. The Union is responsible for rectifying any discrepancies between the District records and the Union records.

### **XIII. LEAVES**

#### **13.1 Personal Days**

Personal days shall not exceed two (2) days each fiscal year, except as approved by the Board, and shall not accumulate from year to year and shall not reduce accumulated sick days. Personal days not used shall be added to accumulated sick leave.

Employees maintaining perfect attendance during the fiscal year will be allotted one (1) additional personal day. The additional personal day will not accumulate, but will turn into accumulated sick days if not used. (An employee will have perfect attendance when they do not call in sick between July 1 and June 30.)

Personal days shall be approved for:



1. Wedding in the immediate family
2. Court attendance
3. Conference other than for school purposes
4. Moving
5. Personal business

Personal days, in all cases except unforeseen emergency requires at least two (2) days advance notice to the Director of Buildings and Grounds through the District approved Attendance System.

An emergency is an unforeseen circumstance directly affecting the employee or members of his/her household or endangering the employee's residence which requires immediate action. In the event of emergency, when personal days have been exhausted, the Superintendent may allow an additional personal day which shall reduce accumulated sick leave.

Personal leave shall not be denied arbitrarily or capriciously.

### 13.2 Bereavement Leave

Upon prior notification, absence of three (3) days will be allowed on account of death of a member of the immediate family, as defined in the Illinois School Code (105 ILCS 5/24-6) and five (5) days if the death is that of a spouse or child.

Absence for approved bereavement will not be deducted from an employee's accumulated sick leave. In the event of an extenuating circumstance, the Superintendent may, at his discretion and without precedential effect, grant additional bereavement leave.

### 13.3 Family Medical Leave Act (FMLA)

An employee desiring a leave of absence shall put the request in writing and submit it to the Human Resources Office.

- a) The Board of Education agrees to adhere to all provisions of the Family Medical Leave Act (FMLA). In accordance with the FMLA, an employee may be eligible to take up to twelve (12) weeks of unpaid leave which will run concurrently with accumulated sick, personal and vacation days. Please refer to the J. Sterling Morton High School District 201 FMLA Procedures for details about eligibility and notification requirements.
- b) The Board may grant a leave of absence for reasonable cause, not to exceed one (1) semester. Leaves of absence shall be without pay for the employee granted the leave and at no cost to the Board.

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An employee seeking or accepting other employment while on leave of absence shall be dismissed.

All leaves shall be without pay for the employee granted the leave and shall be at no cost to the Board.

#### 13.4 Health Requirement

Any employee returning from a medical leave of absence may be required to submit to a physical examination by a District selected physician at the District's expense. In the event of a dispute over an employee's ability to return to work after an absence, the matter shall be referred to a neutral physician mutually agreed upon by the Employee's physician and the District's physician. The District shall prepare a statement of the issue to be submitted to the neutral physician to which a copy of the job description of the employee shall be attached. The decision of the neutral physician so selected shall be final. His/her fees shall be shared equally by the Employer and the employee.

#### 13.5 Maternity/Paternity Leave

The Board may grant maternity/paternity leave of absence not to exceed six (6) months.

#### 13.6 Jury Duty

An employee called for jury duty shall be granted leave to fulfill such services at no loss of pay. Compensation for the jury service received by the employee must be forwarded to the District.

### XIV. FRINGE BENEFITS

#### 14.1 Life Insurance

The Board agrees to provide each employee, after one (1) year of service at Morton, term life insurance and accidental death and dismemberment insurance in an amount equal to one times their base salary rounded to the nearest \$1,000 with a minimum of \$50,000. Upon the attainment of age sixty-six (66) the face value of the policy is reduced thirty-five (35) percent and fifty (50) percent at age seventy (70).

All life insurance is terminated on the final day of employment at Morton or after one (1) year on disability.

All employees shall be given the opportunity to purchase additional amounts of insurance on a payroll deduction plan.

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## 14.2 Disability Insurance

Disability Insurance will be provided by IMRF when an employee has worked for 12 consecutive months into IMRF.

## 14.3 Medical Insurance

- I. The Board will provide hospitalization, medical, and major medical coverage for the staff as follows:
  - A. One hundred (100) percent payment for single plan coverage.
  - B. Ninety two (92) percent payment of premium for family plan coverage.
  - C. Dependent child will retain coverage until they reach their 26<sup>th</sup> birthday (end of 25<sup>th</sup> year per contract cap).
  - D. There will be no pre-existing condition restriction for new employees.
  - E. Staff may have the option of electing health insurance coverage with a Board approved health insurance carrier. If the rate charged for the HMO or a PPO plan elected exceeds the rate set for the District's health insurance coverage provided under A and B above, the employee shall be responsible to pay the excess cost through monthly payroll deductions.
  - F. The employee's out of pocket expense for prescriptions is limited to \$10.00 per generic prescription and \$20.00 per name brand prescription.
  - G. \$100 Emergency Room Visit: Waived if admitted for both the HMO and PPO plans.
  - H. Any change in the health insurance plan/coverage/contribution shall be governed by the Board of Education – Teacher Union collective bargaining agreements.

This coverage is to include:

Comprehensive PPO hospital benefits: Common semi-private room allowance (C.S.P.), (See letter A on page 60) under the family plan, and in- and out-patient diagnostic services, and pre-admission services and \$250 deductible per day to a max of 3 days per hospital admission.

Surgical benefits: Payment of all the usual and customary charges, and in- and out-patient diagnostic services.



Maximum employee out of pocket expense of \$1,250 of usual & customary fees; \$250 calendar year deductible per person (maximum three deductibles per family per year); 100% co-insurance for hospital; 80% co-insurance for medical and surgical; dependents covered until they reach their 26<sup>th</sup> birthday under the family plan.

Non-PPO hospital benefits are reduced by 20% and a higher out of pocket expense will apply.

All claims shall be subject to the right of reimbursement.

In the event of death while insured, the insurance on dependents will be continued for a period of 90 days and then Cobra will be offered.

Any change in health insurance carrier requires that the coverage remains equivalent. The Union will be consulted prior to bid acceptance to verify that coverage remains equivalent.

#### 14.4 Dental Insurance

##### **Part A:**

The Board will provide dental benefit coverage as follows:

1. 100% payment for single plan coverage.
2. 100% payment for family plan coverage less \$9.00 per month employee contribution.

##### **Part B:**

The terms of this coverage shall be as follows:

Deductible.....	\$ 25
Maximum per year .....	\$750
Preventative (no deductible) .....	100%
Primary .....	80%
Major .....	50%
Ortho maximum .....	\$500

Insurance coverage described above terminates as follows:

1. On the last day of the month during which employment terminates.

2. In the event of death while insured the insurance on dependents will be continued for a period of 90 days and then Cobra will be offered.
3. In the event of disability and the employee has applied for and has been granted disability status under the terms of the Illinois Municipal Retirement Fund, the employee will be permitted to retain coverage under the basic hospital plan as follows:
  - a. The employee pays the monthly premium to the Board starting the first day of the month following granting of disability status by I.M.R.F.
  - b. The employee will be eligible to continue this coverage until they are 65 providing they pay full cost of health insurance.
4. Upon retirement, at age sixty (60) or greater, and with at least fifteen (15) years of continuous service with the District, the employee will be permitted to continue his/her coverage in the group plan as follows:
  - a. The employee pays the monthly premium to the Board;
  - b. The employee is not otherwise gainfully employed;
  - c. Insurance terminates at age sixty-five (65); and
  - d. Insurance shall be coordinated with any Medicare benefits for which the employee may be eligible.

The coverage listed above in part B will be replaced by coverage outlined in the Morton Employee Handbook if similar agreement is reached between the Board of Education and the Morton Council Teacher's Union, AFT, Local 571. However, the Union retains the right to negotiate the contents of the dental insurance program outlined in the Morton Employee Handbook.

14.5 Fringe benefits shall be the same as provided for the certified staff and under the same terms and/or conditions.

#### 14.6 Employee Contribution to IMRF

All employees working at least 600 hours in a school year will be obligated to become a member of the Illinois Municipal Retirement System. The District will deduct pick-up and pay four and one-half percent (4.5%) of the employee's earned compensation to IMRF.

It is the intent of the parties by this Agreement to qualify these payments as



employer payments under Section 414(h) of the Internal Revenue Code. Employees shall have no right or claim to the amount so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Municipal Retirement Fund.

## **XV. RETIREMENT, UNUSED SICK DAYS, AND LONGEVITY PAYMENTS**

A person who presents evidence of having filed and qualified for a pension from the Illinois Municipal Retirement Fund system shall be defined as having retired; or on the present basis by which the School Board recognizes retirement, a minimum of fifteen (15) years of service at Morton.

Staff meeting the above criteria for retirement shall be entitled to the benefits provided in this article. The Board will pay the following benefits after receipt by the employee of the final regular paycheck and last day of work. These payments will be made in compliance with IMRF retirement regulations.

### **15.1 Retirement Pay**

**Eligibility for Maintenance/Custodial Retirement Plan:** A regularly-employed member of the Maintenance/Custodial bargaining unit who is eligible for IMRF retirement and has fifteen (15) years of service with the district must submit a letter of intent to retire to the Board six (6) months prior to the end of the school year. The employee's retirement plan cannot exceed the duration of the current Collective Bargaining Agreement.

All applicants who apply for retirement shall be bound by their decision to participate.

Retirees may be considered for substitution within the district, total of hours of work will not exceed the limits established by IMRF.

### **15.2 Computation of Retirement Pay:**

For the purpose of computing retirement pay, an employee shall be credited with one (1) year of service on the anniversary date of his/her date of hire for each year of employment with the District.

Each employee that qualifies shall receive payment of \$80 for each year of recognized service at Morton.

For the purpose of computing retirement pay, an employee shall be credited with one (1) year of service on the anniversary date of their date of hire for each year of employment with the District.

A member who retires for reasons of health under the disability provisions of the Illinois Municipal Retirement System shall be eligible for retirement pay at the rate of \$80 for each year of recognized experience credit.

In addition to an employee's retirement pay, any employee with fifteen years of service at the time of retirement will be entitled to an additional \$80 for each year of recognized service at Morton. This payment will be made in accordance with the procedure used for distribution of other retirement pay.

### 15.3 Pay for Unused Sick Days

Eligible employees (those with 15 years or more of Morton experience) at time of retirement shall be entitled to payment for unused sick days at \$55.00 per day to a maximum of \$10,000. The retiring employee shall submit all available sick days to IMRF for enhanced service credit prior to being paid for any unused sick days.

Any employee with 15 years or more experience required to retire because of permanent disability shall be eligible for the above benefits.

### 15.4 Retiree Insurance

Employees with 15 or more years of service to District 201 may choose to receive the dollar equivalent of 45% of the cost of health insurance other than the District health insurance plan. This annual benefit will continue for 5 years or when the employee is Medicare eligible, whichever first occurs.

Employees who do not elect the above option shall receive District health care benefits for dependent and employee coverage in accordance with State and Federal continuation health care coverage laws (COBRA & SHIRA), wholly payable by the individual, until the retiree is eligible for Medicare.

Employees choosing the Maintenance/Custodial Retirement Plan will be able to contribute vacation days, unused sick days and years of service credit to an individual financial pool.

Upon two years prior notice of retirement to the District, employees eligible for the District Retirement Plan shall be permitted to bank any amount of their earned vacation during their final two years of employment. Such banked vacation shall be put into the employee's retirement pool.

The Board of Education will match the employee contributions made to the individual's financial pool up to \$10,000.

Employees considering retirement can contact the Business Office for assistance and information concerning the individual retirement package.

### 15.5 Retirement Exclusion

Any retirement pay/salary enhancement is contingent upon the retiree's retirement not resulting in District 201 responsibility for an employer penalty payment or any other payment obligation to IMRF.

## **XVI. GENERAL**

### **16.1 Mileage**

The Board shall reimburse employees for the use of their personal automobiles, while on authorized school business, at the rate allowed by the IRS per mile.

### **16.2 Temporary Transfers**

The Director of Buildings and Grounds may, from time to time, transfer custodial and maintenance employees temporarily as needed from one job to another without change in rate of pay. Staff will not be transferred on a temporary basis for a period of more than six (6) consecutive months.

### **16.3 Union Bulletin Board**

The Union shall be provided a bulletin board for its exclusive use in each of the High Schools.

### **16.4 Personnel File**

Each employee will be allowed access to that employee's file in accordance with the Illinois Personnel Record Review Act, 820 ILCS 40/1. In addition, the Union, with written authorization of the employee shall be allowed access at any time.

No material relative to an employee's conduct, service or personality shall be placed in the official file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she had read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely indicates that he/she has read its contents. If he/she refuses to sign a copy for filing, such shall be noted and the material filed within five (5) working days after a reminder notice has been sent to the employee. The employee shall also have the opportunity to respond to the material within five (5) working days. Such response shall be attached to the material being placed in the employee's file.

### **16.5 Working Alone**

To insure personal safety, no employee shall be required to be alone in any building at any time for a shift.

### **16.6 Uniforms**



The Board agrees to provide employees with uniforms each year. These uniforms are to be worn when on duty. Uniforms are not to be worn when off duty.

16.7 Health Requirement - New Employee Physical

As a condition of employment, at the option of the Board, a new employee may be required to have a physical examination and submit to the Board a satisfactory health report before starting to work. This report must also contain a chest x-ray showing freedom from tuberculosis.

16.8 Labor Management Committee

At the request of either party, the Union representative and the Superintendent or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Union Representative may invite other Union bargaining unit members (not to exceed two) to attend such meetings. The Superintendent may invite other Board representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. Employees scheduled to work will notify the Chief Financial Officer prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his/her regular hours of work with no loss of pay.

16.9 Subcontracting

The Board agrees that it will not subcontract any bargaining unit work which will result in the layoff of any bargaining unit employee. As long as no bargaining unit employee(s) are laid off, or a reduction of hours, the Board may, however, subcontract work which, in the Board's judgment, is deemed necessary, including where it is in the interests of efficiency and economy, and in emergency situations. The general policy of the Board is to maintain and continue to utilize bargaining unit employees to perform work they are currently performing. No employees may be hired or perform duties normally performed by a laid off employee while employees are laid off, except in a case of a natural disaster (emergency basis only).

16.10 Job Postings

The job position, location, shift, days and the following words: "*subject to change and district needs*" will be placed on all job positions for a period of 45 days.

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## XVII WAGES

17.1 **Wage Schedule:** The salaries and differentials for the positions covered by this Agreement are set forth in "Appendix A" and are incorporated by reference herein.

17.2 **Longevity Pay:** The Board agrees to pay an additional three hundred fifteen dollars (\$315) at the fourth year of service at Morton and for each four (4) year period thereafter to a maximum of twenty (28) years. The schedule of Longevity Pay includes the IMRF contribution required by the employee.

Employees shall be eligible for longevity pay based on years of service as determined by each anniversary date. For eligible employees longevity will be prorated and made on a July 1 to June 30 basis.

17.3 **Payment Schedule:** Salaries shall be paid at the annual rate in twenty-six (26) equal pay periods established by the Board. Every effort will be made to pay all outside activities on current payroll.

17.4 **Temporary Skilled Pay:** An employee that is not classified as 'Skilled' but who performs the work of a union member classified as 'Skilled' for more than fifteen (15) days is to be paid the equivalent daily rate of the Skilled classification beginning with the sixteenth (16) day of work. Accumulation of Skilled days worked begins January 1 of each year. Prior written approval of the Chief Financial Officer is required to an employee to obtain recognition of days of skilled work. Documentation of approval is to include definition of the purpose and expected time lines for completion of the Skilled work. Recognition is to be in full day increments only and must be recorded on time sheets submitted for payroll processing. Temporary skilled pay should be compensated at additional (\$2) for skilled and (\$1) per hour for semi-skilled in addition to the regular custodial hourly rate.

17.6 **Shift Differential:** Fifteen cents (\$.15) per hour shall be paid in addition to the regular custodial hourly rate.

This provision does not apply to any non-'Skilled' employee who is performing the work of a 'Skilled' employee pursuant to Section 8.11 (1-4) of this Collective Bargaining Agreement.

Increments due to shift differential are to be computed as 1.015 times the schedule placement of the employee (excluding longevity increment).

## XVIII. WORKING IN A HIGHER OR LOWER CLASSIFICATION COMPENSATION

18.1 In the event that an employee(s) is needed to perform work outside of their

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normal classification, the following criteria shall apply:

- a. Any employee(s) who works outside of their classification that is a higher rate of pay shall be paid at the higher rate in accordance to their seniority beginning on the first day of work;
- b. Recognition is to be a full day increments only and must be recorded on time sheets submitted for payroll processing;
- c. If an employee works in a lower paying classification, that employee(s) will maintain their current rate of pay.

This provision does not apply to any non – ‘Skilled’ employee who is performing the work of a ‘Skilled’ employee pursuant to Section 8.11 (1-4) of this Collective Bargaining Agreement.

## **XIX. NO STRIKE PROVISION**

### **19.1 No Strike**

During the term of this Agreement neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, informational picketing, concerted stoppage of work or any other intentional interruption of work concerning this unit of employees of District 201. In the event that any employee or group of employees shall participate or engage in any of the activities herein prohibited, the Union agrees, immediately upon being notified by the Board, to direct such employee or group of employees to cease such activity and resume work at once.

The Board has the right to discharge or otherwise discipline any employee who engages in any of the activities prohibited by this Article.

### **19.2 No Lockouts**

The Board agrees that it will not institute a lockout.

## **XX. ENTIRE AGREEMENT**

- 20.1 This Agreement constitutes the entire agreement between the parties concerning wages and terms and conditions of employment for its term. The parties hereby agree that this agreement terminates and supersedes any and all prior agreements and practices or rules and regulations whether covered by this Agreement or not; however, the, parties may at any time amend this Agreement in writing by mutual consent.

This Agreement shall continue in full force and effect until June 30, 2019.

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## LETTER OF AGREEMENT

Effective the date of ratification of the Collective Bargaining Agreement, the District and Union mutually agree to end all current Past Practices. Past Practice is defined as a course of conduct that is the understood and accepted way of doing things over an extended period of time, and thus, mutually binding and enforceable.

The Board and the Union mutually agree to sit and discuss the Foreman Job Descriptions and Assistant Foreman Job Descriptions.

A handwritten signature or set of initials, possibly 'pau', written in black ink.

## APPENDIX A – WAGE SCHEDULE

FY15 SALARY SCHEDULE - CUST/MAINT				FY16 SALARY SCHEDULE - CUST/MAINT			
	C	SE	SK		C	SE	SK
A	30,000		40,000	A	30,000		40,000
B	30,300		40,400	B	30,300		40,400
C	30,603		40,804	C	30,603		40,804
D	30,909		41,212	D	30,909		41,212
E	31,218		41,624	E	31,218		41,624
0	31,530		42,040	0	31,530		42,040
1	31,846		42,461	1	31,846		42,461
2	48,625	52,937	58,345	2	32,164		42,885
3	51,485	56,052	61,776	3	51,485	56,052	61,776
4	53,180	57,804	63,585	4	53,180	57,804	63,585
5	54,914	59,540	66,475	5	54,914	59,540	66,475
6	57,205	62,279	68,639	6	57,205	62,279	68,639
FY17 SALARY SCHEDULE - CUST/MAINT				FY18 SALARY SCHEDULE - CUST/MAINT			
	C	SE	SK		C	SE	SK
A	30,000		40,000	A	30,000		40,000
B	30,300		40,400	B	30,300		40,400
C	30,603		40,804	C	30,603		40,804
D	30,909		41,212	D	30,909		41,212
E	31,218		41,624	E	31,218		41,624
0	31,530		42,040	0	31,530		42,040
1	31,846		42,461	1	31,846		42,461
2	32,164		42,885	2	32,164		42,885
3	32,486		43,314	3	32,486		43,314
4	53,180	57,804	63,585	4	32,811		43,747
5	54,914	59,540	66,475	5	54,914	59,540	66,475
6	57,205	62,279	68,639	6	57,205	62,279	68,639
FY19 SALARY SCHEDULE - CUST/MAINT							
	C	SE	SK				
A	30,000		40,000				
B	30,300		40,400				
C	30,603		40,804				
D	30,909		41,212				
E	31,218		41,624				
0	31,530		42,040				
1	31,846		42,461				
2	32,164		42,885				
3	32,486		43,314				
4	32,811		43,747				
5	33,139		44,185				
6	57,205	62,279	68,639				

**Custodial and Maintenance employees whose annual salary exceeds the wages listed in the above wage scale, shall on July 1<sup>st</sup> of each year of the collective bargaining agreement receive a 3% increase to their base wage.**

APPENDIX B

LONGEVITY PAY DISTRIBUTION			
Years	\$Amount	Years	\$Amount
1	\$0	17	\$1,260
2	\$0	18	\$1,260
3	\$0	19	\$1,260
4	\$0	20	\$1,260
5	\$315	21	\$1,575
6	\$315	22	\$1,575
7	\$315	23	\$1,575
8	\$315	24	\$1,575
9	\$630	25	\$1,890
10	\$630	26	\$1,890
11	\$630	27	\$1,890
12	\$630	28	\$1,890
13	\$945		
14	\$945		
15	\$945		
16	\$945		

THE AMOUNTS IDENTIFIED ABOVE INCLUDE THE IMRF CONTRIBUTION  
REQUIRED BY THE EMPLOYEE

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## APPENDIX C

### GENERAL JOB DESCRIPTION

The following job descriptions, while not all inclusive, are intended to generally define the areas of responsibility of the staff covered by this agreement.

#### A. CUSTODIAL

1. Keeps building and premises, including sidewalks, driveways, and play areas neat and clean at all times.
2. Shovel, plow, and/or sand walks, driveways, parking areas, and steps when required.
3. Checks daily to insure that all exit doors are open and all panic bolts are working properly during the hours of building occupancy.
4. Sweeps and mops assigned classrooms daily and dusts furniture in those rooms.
5. Cleans assigned corridors each day.
6. Scrubs, hoses down, and disinfects washroom floors, and cleans all sanitary fixtures and drinking fountains daily.
7. Wash walls and ceilings.
8. Operate scrubbing machine.
9. Washes all windows on both the inside and outside at least twice each year, and more frequently if desired.
10. Keeps the grounds free from rubbish.
11. Keeps all floors in a clean and attractive condition and in a good state of preservation.
12. Cleans chalkboards in all assigned rooms at least once a month.
13. Makes such minor building repairs as he is capable of.
14. Reports major repairs needed promptly to the foreman.
15. Reports immediately to the foreman any damage to school property.
16. Remains on the school premises during school hours, and during non-school hours when the use of the building has been authorized and his attendance required by the foreman.
17. Assumes responsibility for the opening and closing of the building each school day and for determining, before leaving, that all doors and windows are secured, and all lights, except those left on for safety reasons, are turned off.
18. Conducts an ongoing program of general maintenance, upkeep, and repair.
19. Moves furniture or equipment within buildings as required for various activities and as directed by the foreman.
20. Complies with local laws and procedures for the storage and disposal of trash, rubbish, and waste.
21. If assigned, assumes responsibility for the safe condition of the swimming pool, making all necessary water tests, back washing the filters, and refilling the pool as necessary.

## **B. ASSISTANT GROUNDS KEEPER**

1. Maintains and cares for school grounds.
2. Prepares seeding or transplanting beds by cultivating soil and adding fertilizer or chemicals, if needed.
3. Plants seeds, bulbs, tree seedlings, and shrubbery so that resulting growth will produce attractive appearance.
4. Some experiments with different varieties of lawn and flower seeds to determine those best suited to the soil.
5. Prunes trees and trims hedges to promote growth and improve appearance.
6. Mows lawn with hand or power mower.
7. Connects sprinkling equipment and waters lawn and flower beds.
8. Inspects flowers, shrubs, and trees for evidence of insects, fungi, and other pests and sprays or dusts chemicals on infected areas.
9. Adjusts and repairs such equipment as lawnmowers, sprinklers, and hedge shears.
10. Assumes responsibility for snow removal from sidewalks, driveways, and parking areas, and spreading of sand, salt, or ashes to prevent slipping. When directed, this work will have to be performed before the opening of school in the morning and/or on holidays and weekends.
11. Collects and disposes of leaves and refuse.
12. Repairs outdoor chairs, fences, and benches.
13. Works inside, when directed, on assigned custodial and maintenance work.
14. Must be able to drive tractors, trucks, and other equipment.
15. Put up flag.
16. Open up gates.

## **C. GROUNDSKEEPER**

1. Plans, coordinates, supervises, and participates in the ground maintenance and gardening work of the district's schools and related facilities.
2. Assigns duties to grounds keepers and inspects completed work.
3. Confers with foreman, landscaping architects, and other parties in making plans for landscaping and maintenance of various school district grounds.
4. Selects trees, shrubs, plants, and seeds appropriate for sowing.
5. Instructs and assists in propagating and cultivating work required for the various plants.
6. Trains subordinates to perform grounds keeping duties and performs such duties as required.
7. Prepares watering schedules and determines the need for spraying, fertilizing, and pruning.
8. Prepares orders for and maintains inventory of grounds keeping supplies and equipment.
9. Establishes work schedules for grounds keeping staff.
10. Keeps grounds free of debris at all times.
11. Coordinates snow removal from sidewalks, driveways, and parking areas. When

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needed, this work will have to be performed before the opening of school in the morning and/or on holidays and weekends.

12. Maintains grounds keeping facilities and equipment.
13. Accepts responsibility for preparation of grounds for athletic activities.
14. Must be able to drive and maintain tractors, trucks and other grounds maintenance equipment.

#### **D. SKILLED MAINTENANCE**

1. Installs where possible instructional equipment and the necessary mechanical support systems.
2. Performs the skilled tasks required to repair, maintain, and improve the physical plant using such skills as:
  - a) Carpentry
  - b) Plumbing
  - c) Welding
  - d) Painting
  - e) Plastering
  - f) Electrical
  - g) Mechanical
  - h) Pool
    1. Performs responsibilities as described under custodial.
    2. Accepts additional responsibilities such as:
      - a) Performs record keeping responsibilities.
      - b) Performs skilled maintenance work as directed.
3. Keeps inventory of supplies, tools, equipment, etc., in assigned skill areas.
4. Keeps records of work performed so as to be able to develop and maintain a program of preventative maintenance.
5. Maintain life safety system inn buildings (alarms, doors, detectors, etc..) to insure they are in working order.

#### **E. FIREMAN**

1. Performs specific tasks which are part of standard maintenance procedures established by the Director of Buildings and Grounds and the building foreman.
2. Operates, lubricates and maintains controls for heating and ventilating equipment as well as pumps throughout the building.
3. Recognizes malfunctioning or defective equipment and reports problems to building foreman if it cannot be remedied.
4. Cleans and prepares boiler for annual inspection.
5. Cleans or replaces filters on equipment connected with the heating and ventilating equipment.
6. Records fuel consumption (gas or oil).
7. Uses initiative and judgment in effecting emergency repairs.
8. Keeps log on readings of equipment in boiler room or penthouses.
9. Responsible for operation and safety of building and grounds on weekends and

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other times when no supervisory personnel are on duty.

**F. WORKING FOREMAN**

1. Ability to communicate with fellow employees.
2. Knowledge of custodial, maintenance, and school procedures.
3. Eight (8) years of experience as custodian, semi-skilled, or skilled employee. If no one with the correct amount of experience applies the district may hire someone with less experience.

Supervised by:

1. Principal
2. Director of Buildings and Grounds

Responsibilities of the Working Foreman:

1. Coordinate the activities of the Building & Grounds staff on each shift to ensure the orderly operation of the school.
2. Assign work to employees.
3. Monitor work performed by outside contractors and notify the Director of Buildings & Grounds if any problems occur.
4. Coordinate use of facilities by staff and outside groups.
5. Supervise the maintenance of appropriate supplies and materials and order as needed.
6. Assist in the completion of Work Orders and generate Maintenance Work Orders as needed.
7. Coordinate snow removal for the shift.
8. Other tasks consistent with the duties of the job as assigned by the supervisor.
9. Responsible for referring individuals to the Director of Buildings and Grounds for failure to adequately perform their assigned duties
10. Other tasks consistent with the duties of this job as assigned by the supervisor.

**G. ASSISTANT WORKING FOREMAN**

1. Ability to communicate with fellow employees.
2. Knowledge of custodial, maintenance, and school procedures.
3. Five (5) years of outside experience, or if no one with the correct amount of experience applies the district may hire someone who has less experience.
4. Responsible for referring individuals to the Director of Buildings and Grounds for failure to adequately perform their assigned duties.

Supervised by:

1. Working Foreman

Responsibilities of the Assistant Working Foreman:

1. Assist the Working Foreman in completion of job duties.
2. Fill in for the Working Foreman when he/she is not at work.

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