



LABOR CONTRACT AND WORKING AGREEMENT

(Rules and Regulations)

BOARD OF EDUCATION
PROSPECT HEIGHTS SCHOOL DISTRICT 23
AND
LOCAL NO. 73
SERVICE EMPLOYEES INTERNATIONAL UNION
AFL-CIO

For the period July 1, 2023 - June 30, 2027

Effective July 1, 2023

PREAMBLE

WHEREAS, the Board and Union have endorsed 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 interest of the public and the students in the school system.

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Board and the School District by the statutes of the State of Illinois.

AND WHEREAS, it is the intention of the parties to this agreement to provide, where not otherwise mandated by statutes, for the salary structure, fringe benefits of the employees 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 of handling and processing grievances.

NOW THEREFORE, the parties agree as follows

ARTICLE 1 - RECOGNITION

The employer recognizes Local No. 73, Service Employees International Union, AFL-CIO, as the sole and exclusive bargaining representative for all custodial employees. This statement does not exclude any employee from voluntary union membership. No employee, either orally or in writing, shall enter into any agreement or arrangement that is contrary to, or conflicting with, the terms and conditions of this Agreement.

ARTICLE 2 - AGENCY SHOP

1. It is recognized that the negotiations and administration of this Contract shall entail expenses, which appropriately are shared by all custodial employees who are beneficiaries of said Contract. To this end, if a custodian does not join the Union, having completed the three (3) month probation period, such custodian will:
 - a. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration, measured by the amount of dues required by members; or
 - b. Pay directly to the Union, a like sum. In any event, the money shall be handled in the same manner as in Section 1 (a).
2. In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment of the custodian or the

effective date of this Contract, whichever is later, the Board shall deduct the Agency Fee in equal payments of eighteen (18) from the regular salary check of the custodian, beginning with the seventh salary check.

3. The Union agrees to indemnify and save the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of Section 2 above, including reimbursement for any legal fees or expenses incurred in connection therewith.
4. The Board agrees to promptly notify the Union in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of Section 2 above and, if the union so requests in writing, to surrender claims, demands, suits or other forms of liability.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

1. Whereas Union membership is not mandatory, membership applications provide for maintenance of membership for the duration of the Agreement or one year, whichever is shorter, and all applications and/or revocations shall be processed by the Union office. The Employer agrees to deduct union dues uniformly required for membership in the Union, upon processing of individual authorizations for dues check-off and will remit once monthly the sum total of dues to SEIU, Local No. 73. The Union shall notify the Business Office of the School District as to the amount of dues; the Union shall refund to the Board or to the Employee any dues which may be deducted erroneously or any monies which may be remitted erroneously to the Union.
2. The District will notify the Union Steward of any employee hired into a position covered by the Custodial Union collective bargaining agreement within ten (10) days of the employee being hired. At the District's discretion, the Union will be permitted up to one hour to orientate new employees. The orientation session will be permitted within two weeks of hire. The orientation session shall be scheduled prior to or after the shift of the new employee and will be coordinated with the Director of Operations.
3. Within ten (10) calendar days from the beginning of every school term and during the school term, every 30 days thereafter, the District shall provide the Union Steward with the following information: employee name, job title, worksite location, work phone number, any home and personal cell phone numbers, date of hire, work and personal email addresses.

ARTICLE 4 - INDEMNIFICATION

The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders or judgments against the Board resulting from any action taken or not taken by the Board

pursuant to any written communication from the Union under the provisions of Article 2.

ARTICLE 5 - NON-DISCRIMINATION

1. Neither the Board nor the Union shall discriminate against any employee on the basis of sex, race, color, creed, age or national origin.
2. There shall be no discrimination against any employee for union activity or functioning as a steward, committee member or other union official post.
3. All relationships between the employer and employee shall be conducted in a professional manner and with mutual respect.

ARTICLE 6 - MANAGEMENT RIGHTS

The Board shall retain all rights to management of the property and buildings and direction of the workforce, subject to this Agreement and the grievance procedure contained herein.

ARTICLE 7 - GRIEVANCE PROCEDURE

1. Any attempt shall be made to resolve any grievance in informal verbal discussion between the complainant and his or her immediate supervisor. If, however, the grievance cannot be resolved informally, the aggrieved employee may file a grievance in writing as described in step 2.
2. The aggrieved employee shall file the grievance in writing and at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, note the specific clause or clauses of the Agreement allegedly violated, and state the remedy requested. The filing of the grievance at the second step must be within ten (10) days from the date of the occurrence of the event-giving rise to the grievance. The principal or other administrator who has authority to decide on the grievance shall make such a decision and communicate it in writing to the employee and the Superintendent within ten (10) days of the filing of the grievance. In the event the grievance has not been satisfactorily resolved, the aggrieved employee may proceed to step 3.
3. The aggrieved employee shall file an appeal, within ten (10) school days of receipt of the principal's written decision by sending a copy of the grievance to the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved, a representative of the aggrieved, as may be desired, the Principal and the Superintendent, or his designee, shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the employee, the principal and the Union. In the event the grievance has not been satisfactorily resolved, the aggrieved employee may proceed to step 4.

4. The aggrieved, acting independently or through the Union, shall present a written brief on the grievance to the Board, which may also include a request for an oral hearing. The brief should be sent to the President of the Board of Education by certified mail, no later than thirty (30) days following receipt of the Superintendent's written reply as outlined in Step 3. If the aggrieved, acting independently or through the Union, fails to submit a written brief within thirty (30) days, the grievance shall be considered withdrawn and cannot be pursued henceforth from that date.
 - a. Upon receipt of the written brief, the Board will consider the grievance at its next regularly scheduled Board meeting. If the aggrieved, acting independently or through the Union, does not wish to have an oral hearing, the Board will issue a written statement concerning its decision regarding the grievance. This statement will be mailed to the aggrieved and the Union, if appropriate, by certified letter within thirty (30) days following the Board's formal deliberations.
 - b. If the aggrieved, acting independently or through the Union, formally requests an oral hearing, the full Board or a Board sub-committee shall grant an oral hearing within thirty (30) days after receipt of the written brief. The Board will mail a written statement concerning its decision by certified mail to the aggrieved and the Union, if appropriate, no later than thirty (30) days following the oral hearing.
5. Within thirty (30) school days following the decision of the Board of Education in Step 4, the Union may file a demand for arbitration with the American Arbitration Association. The outside arbitrator, if necessary, shall be selected by mutual agreement or from a list of five names provided by the American Arbitration Association. By lot or other mutually agreed random method, one party will be selected to strike first one name followed by one name stricken by the other party, this process repeated until only one name remains. This person shall be selected as the outside arbitrator. The arbitrator's decision shall be final and binding upon the parties.
 - a. The arbitrator shall have no power to alter, amend, modify or add to the terms of this agreement.
 - b. The Union and the Board shall share the cost of the arbitration equally. Every effort will be made to process grievances and conduct arbitrations during non-working hours.
 - c. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses. If either party desires a record of the proceedings, they may, at their own expense, provide it.

ARTICLE 8 - DISCIPLINARY PROCEDURES

1. Probationary Employees:

If a probationary employee is disciplined or terminated such action shall not be subject to

the grievance procedure.

2. Continuing Employees:

Non-probationary employees shall not be disciplined without just cause. From time to time it may be necessary to initiate disciplinary action against an employee due to failure to meet expectations or unsatisfactory work performance. The Union steward shall be notified in advance of any disciplinary meetings.

Disciplinary action shall be progressive in nature and, where possible, designated to assist the employee in correcting the problem, which led to the action. Disciplinary action may include oral warning, written warning, suspension and termination. The disciplinary procedure for continuing employees is subject to the grievance procedure.

ARTICLE 9 - WORK HOURS AND OVERTIME

1. The workweek shall consist of five (5) consecutive days, Monday through Friday.
2. The workday for the day shift shall consist of eight (8) consecutive hours, exclusive of a one-half hour lunch period. The workday for the night shift shall consist of eight (8) consecutive hours. Shift times are to be set at the start of each school year and may be adjusted based on operational need and mutual agreement between the District and its custodians.
3. Hours worked in addition to the normal workday or in addition to the normal workweek shall be considered overtime and authorized by Administration or its delegate. The rate of pay for overtime in excess of eight (8) hours in one day, forty (40) hours per week, and Saturday, as such, Sundays and holidays, shall be time and one-half. Overtime will be calculated on Sunday of each week. Any and all paid time off (holiday, personal, sick, vacation, bereavement) shall be considered "hours worked" in the calculation of overtime.
4. Opportunities to work overtime will be posted and assigned first to volunteers. If multiple employees sign-up for the same overtime work opportunity, the work will be assigned first to the employee with the least amount of accumulated overtime worked in the then current fiscal year. In the event two volunteering employees have the same amount of accumulated overtime worked, the assignment will be awarded to the employee with the most seniority. This process will not apply to overtime work opportunities in which special skills are required.

If no employee signs up for a posted overtime work opportunity, the Director of Operations or designee, will assign the work to the employee with the least amount of overtime hours worked in the then current fiscal year, and in the event of a tie in overtime hours worked, to the least senior employee. However, no overtime work will be assigned on an involuntary basis to an employee who has already worked six (6) consecutive days, unless necessary to avoid the disruption of the School District's necessary operations.

5. The Board will permit rest periods in the amount of fifteen (15) minutes for each four (4) hours worked (normally after two hours of work, and in the middle of the remaining four (4) hours), or reasonable portion thereof, for relaxation and relief from fatigue. Particular jobs, pending approval from supervisor, which entail extraordinary need for cleaning up will entitle an employee to additional clean-up time as needed.
6. On school days (Monday through Friday) that the District is closed due to a snow related event, custodians shall report to work as a normal work day. However, on days that the District is closed due to severe cold, custodians shall receive paid day off.
7. Employees working on an Election Day shall be paid for hours worked. If the work is eligible for overtime pay, they will be paid as such.

ARTICLE 10 - SENIORITY

1. Seniority is the length of service from the date of hire. Upon successful completion of the probationary period of ninety (90) calendar days, seniority shall revert to date of hire. During the probationary period, accrued time (sick, vacation and holiday) will not be paid. Upon completion of the probationary period all accrued time will be retroactively applied and paid.
2. Seniority shall apply in all cases to an increase or decrease in the working force and transfers from one shift to another, providing the applicant is properly qualified. Positions will be classified by building and shift (day or night). Building assignments within the shifts will be designated by administration and will not be done for arbitrary or disciplinary reasons. Administration reserves the right to change building assignments within the day or night shift to better serve the needs of the building.
3. When vacancies occur or new positions are created, the job shall be posted so that all employees may know of the opening for five (5) days. A permanent employee shall be selected to fill the job within ten (10) days, unless it can be shown that no qualified applicant is available. To show qualification, a formal test may be required. The successful candidate shall be given a training period of ninety (90) days. The training period will be established by the Administration and if appropriate, in-house or external training sources will be used. If unable to qualify within that time, said employee shall be returned to his or her former job and pay rate. During the ninety (90) day training period, he or she shall receive the rate of pay for the new job.
4. In consultation with the Union Steward, a job description shall be developed for each covered position and distributed to the employee in that position.

ARTICLE 11 - EARLY RETIREMENT INCENTIVE

Prior to reaching the mandatory age (70), a District 23 service employee, SEIU Local 73, may elect to participate in the I.M.R.F. Early Retirement Program if adopted by Board resolution.

1. To be eligible, the service employee must have completed at least twenty (20) years of full-time employment in District 23, must be at least fifty-five (55) years of age. The employee must notify the business administrator, in writing, of his / her intention to participate in the E.R.I Program in accordance with the I.M.R.F. early retirement regulations.
2. Participants will be allowed to enroll in hospitalization insurance coverage and life insurance coverage for which they are eligible until age 65 or the retiree becomes Medicare eligible. The retiree will be responsible for the full amount of the premium applicable to the particular coverage.

ARTICLE 12 - INJURY ON THE JOB

1. Employees shall receive full pay at their regular salary for work absence arising from injury incurred while in the course of employment without deduction from accumulated sick leave, for the first thirty (30) days of such absence.
2. Workers's Compensation payments shall be endorsed to the payment of the School District and submitted to the Business Office for the first thirty (30) days of such absence.
3. Following thirty (30) days, the injured employee shall retain Workers' Compensation payment in addition to disability payments under the I.M.R.F., if eligible.
4. Such injured employees shall be retained to the seniority list of the School District for as long as desired by the employee, and not less than the total number of years of seniority accrued by the employee.

ARTICLE 13 - LEAVE

1. Sick Leave
 - a. All custodial employees will be allowed fourteen (14) days of absence per year for illness without loss of salary. Legal holidays will not be counted as days absent. Sick leave shall be accumulative to two hundred and forty days (240). Sick leave is not available to extend vacations or holidays.
 - b. The Employer may request a doctor's authorization to return to work after three (3) consecutive work days missed due to illness or injury however, when sick leave is used in conjunction with a paid holiday or vacation the Employer may request a doctor's authorization after one (1) day missed due to illness or injury.

2. Personal Leave

The annual personal leave shall be two (2) days per year. At the end of each year, each unused personal day will be accumulated as one (1) sick day. Personal leave is not available to extend vacations or holidays. In no case will said days be used during any form of work stoppage.

3. Professional Development

At the discretion of the District, a custodial employee(s) can be sent to professional development opportunities for a total of two (2) days for the entire Custodial Union. Such professional development, whether the request of the Union, employee or District, must be deemed to be developmentally appropriate for the employee and beneficial to the District.

ARTICLE 14 - UNIFORMS

The School District will require uniforms to be worn during all work hours.

1. Annually, the District will provide five (5) uniform shirts for all custodial employees, with input from the Union Steward. "Polo" shirts shall be worn on school days. T-shirts may be worn on special/spirit days or on days when staff and/or students are not present, including during the summer months. One (1) jacket (or similar item) will be provided to each custodian every two years.
2. Pants shall be acquired by the custodian and will be reimbursed up to \$150.00 each fiscal year.
3. Annually, the District will provide an opportunity for employees to select a pair of appropriate safety footwear from a District selection of work boots/shoes at the expense of the District up to \$150.00. Should an employee not be able to wear safety footwear, said employee shall provide a doctor's note stating that the employee is unable to wear such footwear. (All safety footwear shall meet or exceed ASTM F2413-05 (formerly ANSI Z41 PT99) I/75 C/75 standards.)
3. At the request of an employee, the District will provide one (1) weight belt to the requesting employee. The District will replace weight belts that are no longer suitable for use based upon normal wear and tear.

ARTICLE 15 - FUNERAL ABSENCE

1. In the event of a funeral in the immediate family, time may be taken off for up to and including the day of the funeral with a maximum of three (3) work days with pay, without time having to be made up or taken off sick leave, after which time, if additional leave is necessary, time may be taken off from sick leave or vacation as the employee elects.

2. Immediate family, in the event of death, shall include spouse, brothers, sisters, parents, children, parents-in-law, grandparents and grandchildren. Also included are step-parents, step-brothers, step-sisters, step-children, half-brothers, half-sisters, brothers and sisters-in-law.

ARTICLE 16 - NO STRIKE PLEDGE

During the period of this Agreement, the Union will not engage in a strike or concerted work stoppage, or other refusal to render full and complete service to the School District. The School District will not lock out an employee from his work assignment.

ARTICLE 17 - INSURANCE

1. Life Insurance

- a. A group life insurance policy shall apply to all employees providing life insurance coverage for the employee in the amount of \$25,000 with the Board paying full cost of the Premium.
- b. When the teacher's contract is negotiated, this contract will change accordingly in terms of Life Insurance Benefits.

2. Medical Insurance

- a. An insurance program providing for hospitalization, dental, surgical and medical, including major medical benefits shall be provided to each employee.
- b. The terms and cost to the employee for health and dental insurance will be the same as that paid by the teacher's group. When the teacher's contract is renegotiated, this contract will change accordingly in terms of Health, Dental Insurance Benefits. The employees shall be notified in a timely manner of any such changes in the health and dental insurance benefits.

3. Hepatitis B inoculations shall be provided by the Board. All participation shall be voluntary.

ARTICLE 18 - PAID HOLIDAYS

1. The following paid holidays will be observed for all employees covered by this Agreement: Independence Day, Labor Day, Election Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, December 24th, Christmas Day, December 31st, New Year's Day, Presidents Birthday, Good Friday, Memorial Day, Martin Luther King's Birthday, Juneteenth, and any day approved by the Board of Education as a holiday. If a holiday is a school day and students are in attendance the custodial employees shall work this day and another day will be substituted as a day off by the Administration unless prior approval for a different day off is requested by the employee and approved by the

Administration.

2. When any of the above holidays fall on a weekend, the last scheduled workday shall be observed as a paid holiday, unless school is in session, in which event, the holiday shall be celebrated at a mutually acceptable time.
3. The hours paid for the holiday not worked shall be counted as a working day in computing overtime. To be paid for the Holiday the employee must work the last scheduled day before and first scheduled day after unless on an authorized paid leave.

ARTICLE 19 - WAGES

SEIU Members (Employees NOT classified as Long Term Employees) will receive the following increases:

2023-24: 5.5%

2024-25: 4.5%

2025-26: TBD (2024-25 Salary * CPI with floor of 2.75% and ceiling of 4.75%)

2026-27: TBD (2025-26 Salary * CPI with floor of 2.75% and ceiling of 4.75%)

Long Term Employees (LTE):

The threshold amount for identification as an SEIU LTE will increase by CPI each year, not to exceed 5%. For the 2023-24 school year only, the threshold shall be increased by 6.5% (Dec. 2022 CPI) to \$30.04/hour. SEIU members meeting or exceeding the threshold amount shall be identified as LTE.

2023-24: LTE shall receive an increase of 3%.

2024-25: Threshold TBD; LTE shall receive an increase of 2.5%.

2025-26: Threshold TBD; LTE shall receive an increase of 2.25%.

2026-27: Threshold TBD; LTE shall receive an increase of 2.0%.

All deductions from employee's wages and contributions by the Board are payable to the I.M.R.F., as required fixed by law. Complete information may be secured from the Business Office.

Beginning in the 2023-2024 school year, the Administration shall develop a task force to discuss and examine the LTE program, including but not limited to, the methodology of determining LTE thresholds and the use of CPI as an indicator of increase.

ARTICLE 20 - VACATION

1. All custodians hired prior to the signing of this contract shall be considered "grandfathered" and shall be granted and accrued vacation benefits as follows:

- a. Ten (10) days for custodians employed up to four (4) years in the District.
 - b. Fifteen (15) days for custodians employed for more than four (4) years but less than nine (9) years in the District.
 - c. Twenty (20) days for custodians employed for nine (9) or more years in the District
 - d. Grandfathered employees will receive their vacation allocation at the current escalation scale.
2. For all employees hired after 07/01/2020, vacation time will be granted and accrued as follows:
 - a. Seven (7) days for custodians employed up to four (4) years in the District.
 - b. Ten (10) days for custodians employed for more than four (4) years but less than nine (9) years in the District.
 - c. Fourteen (14) days for custodians employed for nine (9) or more years in the District
3. A maximum of 5 vacation days may be carried over into next fiscal year for all custodial employees, any unused vacation days (beyond 5) shall be lost.
4. Custodians will begin to accrue vacation time upon completion of the probationary period required by this Agreement.
5. Vacation time will be earned and accrued on a prorated, monthly basis.
6. Vacations must be scheduled in advance in writing and be approved by administration.
7. The District reserves the right to limit the amount of employees on vacation at a given time based on workload and staffing requirements.

ARTICLE 21 - PERIODIC INSPECTIONS & REVIEWS

1. The Director of Operations (or assigned representative) and Building Principal shall conduct periodic building inspections to evaluate work performance of all custodians. The union steward shall participate in the development of the evaluative tool.
2. In the event an employee feels the formal written evaluation was incomplete or unjust, he/she may put into writing any objections and have them attached to the evaluation report to be placed in his/her personnel file. An employee may elect to file a grievance for a written evaluation that is below standard or unsatisfactory.
3. The Director of Operations and Building Principal shall conduct, at a minimum, annual

employee reviews.

ARTICLE 22 - GREEN CLEANING & TRAINING PROGRAM

1. Custodians shall be involved with, and support green cleaning initiatives including but not limited to, usage of chemicals, techniques, and equipment to promote worker productivity, safety, and healthy schools.
2. District administration shall establish a training program for all new and existing custodial employees.

ARTICLE 23 - DURATION / TERMINATION

This Agreement shall be in effect from the date of execution hereof, July 1, 2023 through June 30, 2027.


This agreement is signed this 14th day of June, 2023.


Prospect Heights School District 23
Board of Education

Kevin Nevalk
Printed Name


Prospect Heights School District 23
Union Steward

Richard Swario
Printed Name


Title SEIU - Local 73 President SECRETARY - TREASURER

JOSEPH RICHERT
Printed Name