

MADISON COMMUNITY UNIT
SCHOOL DISTRICT NO. 12
MADISON, ILLINOIS

CUSTODIANS AND BUS DRIVER CONTRACT

2010-2011

2011-2012

2012-2013


2013-2014

2014-2015

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ARTICLE 1 – AGREEMENT

This is an agreement between the Board of Education, Community Unit No. 12, School District, Madison, Illinois, and the Service Employees' International Union No. 98, to become effective July 1, 2010 and to remain in effect until June 30, 2015 and thereafter until thirty days written notice is given by either party of any desire to amend or cancel. 

ARTICLE 2 – RECOGNITION

The School Board recognizes the Service Employees' International Union Local 98 as the sole collective bargaining agency for all custodial employees and full-time bus drivers in its employ with regard to wages, hours, and other conditions of employment. All fulltime custodians and bus drivers shall be hired by the Board of Education.

ARTICLE 3 – VACATIONS

Employees are eligible to take one half of their vacation during the regular school year with approval of the supervisor and the superintendent. All vacations should be pre-approved by the supervisors.

Beginning with employees hired in the 1996-97 fiscal year and after, 5 days of vacation will be prorated from the hire date to June 30, and posted for use on July 1. If the new employee worked more than six months, that shall be considered a full year for vacation entitlement purposes. If the employee worked less than six months, that period of time shall not be considered for vacation entitlement purposes and the employee will begin their first year on that next July 1.

Vacation Entitlement:

After 1 year:	5 days (prorated to June 30 and posted July 1)
After 2 years:	10 days (posted July 1)
After 5 years:	15 days (posted July 1)
After 12 years:	20 days (posted July 1)
After 20 years:	25 days (posted July 1)

If any employee is dismissed for cause, or severs his employment at his own request, said employee forfeits his right under these vacation regulations except whenever employee leaves employment because of ill health, or to retire earlier than the end of the year. He shall then be entitled to that portion of his vacation he has earned to the time of his leaving.

Vacations must be used in the fiscal year it is credited to the employee or it shall be forfeited. Vacation shall not accrue from year to year, unless an employee is not able to use vacation days during the fiscal year due to work requirements. In such cases, the employee shall be permitted to carry over the unused vacation days to the next fiscal year.

For only the employees hired on or after July 1, 2005, the following shall apply:

Vacation Entitlement:

1. To be eligible for vacation, the employee must be employed full-time.
2. After completing one full year of employment, the employee shall be entitled to five (5) days vacation. All earned vacation will be credited to the employee on his/her employment anniversary date. After one full year of employment, vacation shall accrue as follows:

1 year – 5 years:	five (5) vacation days each year.
6 years – 10 years:	ten (10) vacation days each year.
11 years – 19 years:	fifteen (15) vacation days each year.
20 years or more:	twenty (20) vacation days each year.

ARTICLE 4 – GENERAL CONDITIONS

1. In cases where a breakdown or other unusual circumstances prevents the completion of the normal work assignment, it is the responsibility of the custodian to notify the Superintendent. The Superintendent may authorize overtime work for which the custodian will be reimbursed at one and one-half times his regular rate of pay. There will be two (2) hour minimum pay for a call out on days off.

Police callouts -- Building checks

The employee called out will receive two hours of pay at regular rate of pay. This applies only to police callouts-building checks. Any time worked after 2 hours will be paid at 1½.

2. In cases when the building is used by non-school groups, the time for ending the use of the building shall be one-half hour prior to the end of the shift, and if need arises an extra custodian will be called.
3. Overtime wage of time and one-half for regular school duties will be paid only when the Superintendent authorizes such work with the custodian.
4. All extra custodial service that is not covered by the maintenance man will be given to the men working in that building if they are available, except where a part-time man is employed in the district who may be assigned to work his forty hours per week.
5. Any custodian who works on his scheduled day off will receive time and one-half for the hours of service required.

6. Double time will be paid to custodians who work on listed holidays when school is not in session.
7. Substitute Classification: (Custodial Duties)

A substitute shall be a person who is available when called to work a vacancy created by the illness, injury, or dismissal of a regular custodian. He can work as a substitute until the regular man either comes back, takes his retirement, or is dismissed, thus creating a definite vacancy. If, as a substitute, his work has been satisfactory, he will be given consideration to fill the vacancy; after the vacancy has been posted for bid for three (3) days in all the schools of the district. A substitute will draw substitute's rate of pay, before being hired as a regular employee, for at least 30 days of employment.
8. All rental fees shall be collected by the Principal and shall be deposited to the appropriate Board of Education fund.
9. Personnel enrolled in a course related to their current job description and duties shall be reimbursed for their tuition only, on successful completion of course. All courses must have pre approval of the Superintendent.

ARTICLE 5 - GRIEVANCE

Section 5.1

The Union and Employer agree that there shall be no tie-up or interruption of work or work stoppages within the compliance of this contract without first using all possible means of settlement, as provided for in this Agreement, of any controversy (as defined below) that may arise. The Union and the Employer further agree that:

- a) Every effort will be made to solve all controversies at the lowest possible level and as expeditiously as is feasible.
- b) There shall be no discrimination against any employees for having filed a grievance.
- c) There shall be no solicitation of grievances from employees.
- d) The failure to file a grievance as provided will relieve the Employer of all financial obligations and shall not be binding on such Employer.
- e) An employee and the shop steward may present a complaint or grievance in the event of a controversy between that employee and the School District in accordance with the procedures specified in 2 below, provided the first step

(2a below) is initiated within thirty (30) working days of the incident resulting in the controversy.

- f) The Union Business Agent may present a complaint or grievance in the event of a controversy between two or more Union members and the School District in accordance with the procedures specified in 2 below, provided the first step (2a below) is initiated within thirty (30) days of the incident resulting in the controversy.

Section 5.2

Should differences arise between the Employer and the employees as to the meaning and application of the provisions of this Agreement, an earnest effort will be made to settle it in the following manner:

- a) First Step: The employee and the shop steward (1e above) or the Business Agent (1f above) shall discuss the controversy with the supervisor or administrator responsible for the incident resulting in the controversy. The responsible supervisor or administrator shall investigate the incident fully and provide the person(s) with whom this issue was discussed a response within five (5) working days of the time the matter was brought to his attention. In the event the matter remains unsettled at this point, the Union may proceed to the second step as provided below.
- b) Second Step: The Union shall reduce the grievance to writing to include the signature of the aggrieved employee or the Union representative and present the grievance to the next higher level of administration for consideration. Unless otherwise mutually agreed to, the responsible administrator shall, within two working days arrange for a meeting with the Union representative for the purpose of gaining mutual understanding of the grievance. This administrator shall, within five (5) working days investigate the grievance and provide the Union representative a written response to the grievance. In the event, the matter remains unsettled at this point, the Union may proceed to the third step as provided below.
- c) Third Step: If the dispute is not disposed of, then within the next fifteen (15) school days, the President of the Union (or his designee) shall meet and attempt to resolve or dispose of the dispute. The Superintendent shall answer in writing within fifteen (15) school days of the meeting unless the time is extended by mutual agreement. If this fails to satisfy settlement in writing, the matter may be advanced to arbitration within five (5) working days following the next regularly scheduled Union meeting. (Meetings are scheduled on the second Saturday of each month.)

Section 5.3

In the event the grievance cannot be settled using the procedures specified in above, either party may request the matter be submitted to arbitration using the following procedures:

- a) Within ten (10) days after the receipt of a request that the matter be submitted to arbitration the Union and the School District shall select an arbitrator. In the event the Union and the School District cannot agree on the arbitrator to be selected, a joint request signed by both the Union Business Agent and the Superintendent of Schools (or his designee) shall be submitted to the American Arbitration Association requesting a panel of not more than five (5) or less than three (3) qualified arbitrators be furnished from which the Union and the School District shall select the arbitrator.
- b) The arbitrator shall begin his investigation as early as possible and by a date mutually agreeable to all parties. The decision of the arbitrator shall be final and binding on both parties unless contrary to the laws of the State of Illinois. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The Union and the School District shall equally bear the expense and salary of the arbitrator.

ARTICLE 6 - NO STRIKE - NO LOCK OUT

During the term of this Agreement, and any extensions or renewals hereof, there shall not be any lockout, strike cessation or work slow-down, picketing, or any other action by either party or by the members of the Union which may adversely affect the other, it being the intent and purpose of the parties hereto that this Agreement will promote and improve relations among the Board, such of its employees who are covered hereby and the Union and result in benefits to all of them. Informational picketing which does not interfere with the operation of the Board is not prohibited hereunder.

ARTICLE 7 - VACANCY

1. If a vacancy should occur in the custodial staff, or new job is created, persons presently employed by the School District shall be given the first opportunity to bid for the job that is open. When qualifications and skills are essentially equal, seniority shall prevail. Jobs shall be advertised on bid for a period of three (3) days and the notification of the opening should contain a description of the job and the shift hours. Bids shall be returned in duplicate, one copy to the Personnel Office and one copy to the Business Agent of Local 98. Anyone who bids and accepts a different position has the right to return to his/her position after a thirty (30) day trial. If any employee fails to demonstrate the ability to perform the stated job description duties within 30 days, the district has the right to return that employee to their original position.

2. An employee who has been awarded a bid for a different position, or who returns to or is returned to their original position, shall not be eligible to bid on another position for 30 days.
3. If a premium job is bid within the 30-Day period an employee may bid on this position. Example: night to day shift or increase in wages.

ARTICLE 8 - HOLIDAYS

The Holidays to be observed by the members of said Local Union No. 98:

July 4	Thanksgiving Day	New Year's Eve
Labor Day	Day after Thanksgiving	New Year's Day
Columbus Day	Christmas Eve	Martin Luther King Day
Veterans Day	Christmas Day	Lincoln's Birthday
Memorial Day	Casmir Pulaski Day	Maundy Thursday or
Good Friday		Easter Monday

When the above Holidays fall on Saturday or Sunday, the preceding Friday or the following Monday will be observed as a Holiday, if school is in session except-

1. Veterans Day – Day after Thanksgiving, negotiated in 1976-77, to be observed regularly instead of only when Veterans Day fails on Saturday or Sunday.
2. If Christmas Eve day or New Year's Eve day falls on Saturday or Sunday, they will be observed on another day.
2. If July 4 falls on Saturday, and we have summer school on Friday or Monday, another day would be added to the custodians' vacation.
3. Holidays: Lincoln's Birthday or other day that may be substituted by the District.

ARTICLE 9 - DUES

Union dues shall be deducted monthly by the office of the Board of Education on authorization by the union member through the Business Representative.

1. Fair Share. Any employee covered by this agreement who is not a member of the Union shall, as a condition of employment, be required to pay a proportionate fair share of the cost of the collective bargaining process and contract administration. The fair share fee shall not exceed the amount of dues and fees uniformly required of Union Members.
2. Payroll Deduction. With respect to any employee on whose behalf of the Employer received written authorization, on a form mutually agreed upon by the

employer and the Union, the Employer shall deduct from the wages of the employee the dues and/or financial obligations uniformly required of Union members. The full amount of dues and/or financial obligations collected in this manner shall be forwarded to the Union by the tenth (10th) day after collection. The amounts deducted shall be in accordance with a schedule to be submitted to the Employer by the Union. Authorization for such deduction may not be revoked except by written notice to the Employer and the Union during the fifteen (15) day period immediately preceding the expiration date of this agreement.

3. Fair Share Fees. Fair share fees shall be deducted according to a schedule submitted to the Employer by the Union. Fees collected in this manner shall be paid to the Union along with the dues collected during that time period, as provided by law.
4. Religious Exemption. Employees having a bona fide religious objection to financially supporting a labor organization may elect to contribute an amount equivalent to the fair share fee to a designated non-religious charity. The employee, the board, and the Union shall mutually agree upon the charity so designated; otherwise, the charity shall be selected as provided by applicable Illinois law.
5. The Union shall indemnify and hold harmless the Board of Education, 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 complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.
6. Dues will be deducted on the first payroll of the month, with the annual rate prorated over the number of months paid.

ARTICLE 10 – SALARY

1. Pay shall be observed every other Friday.
2. The basic rate of pay shall be:

CUSTODIANS:

Step 1	\$17.22
Step 2	\$18.63
Step 3	\$20.35
Step 4	\$20.96
Step 5	\$21.59
Step 6	\$22.24
Step 7	\$22.91
Step 8	\$23.60

BUS DRIVERS:

2005-2006	\$16.34
2006-2007	\$16.84
2007-2008	\$17.34
2008-2009	\$17.86
2009-2010	\$18.40
<u>2010-2011</u>	<u>\$18.40</u>

PS

(All staff on Step 1, 2 or 3 during the 2004-2005 contract year shall move one step starting July 1, 2005 and one step each year thereafter. For the 2010-2011 school year, custodians will have a pay freeze with no step movement and will receive the same hourly rate of pay that he/she received in 2009-2010. For the 2010-2011 school year, bus drivers will have a pay freeze and will receive the same hourly rate of pay that he/she received in 2009-2010. For the subsequent contract years (2011-2012, 2012-2013, 2013-2014, 2014-2015), the parties agree to re-open the contract annually to negotiate only salary. New hire staff in 2005-2006 will begin at Step 1, and so on.)

PS

3. Effective as of July 1, 2005, the Board agrees to pay 98% of the individual or of the single coverage plus an additional \$75 per month for those taking family coverage towards the purchase of hospitalization insurance provided by the Board for the school years of this contract to cover those custodians who are under annual contract with the Madison Community Unit School District No. 12 included in this bargaining agreement.
4. Annual Sick Leave Cost Factor: In each year of this agreement, an employee shall be awarded twelve (12) sick leave days and shall be compensated at the rate of \$32.00 for each unused sick leave day awarded in that year. For example an employee that used six of the twelve sick leave days will receive \$192.00.
5. Retirement Pay: Upon retirement a custodian shall receive a lump sum payment for each day of accumulated and unused sick leave days in the amount of \$30 for each day up to a maximum of 200 days. For example, a custodian with 210 days at retirement will receive a lump sum payment in the amount of \$6,000.

ARTICLE 11 – WORK SCHEDULE

1. The workdays shall be eight (8) hours and the workweek consisting of five (5) consecutive days. All regular work over forty (40) hour workweek shall be paid at the time and one-half rate.
2. The hourly schedule of work shall be as follows during the regular school term.

First Shift	6:00 a.m. to 2:30 p.m.
Second Shift	2:30 p.m. to 11:00 p.m.
Third Shift	10:30 p.m. to 7:00 a.m.
3. The hourly schedule when school is not in session shall be from 6:00 a.m. to 2:30 p.m., 7:30 a.m. to 4:00 p.m., or 8:00 a.m. to 4:30 p.m.
4. Any change in the above schedule will be worked out by the Superintendent and the custodian involved.

5. The lunch period shall be thirty (30) minutes and that time shall be posted. Any change in the posted schedule must be approved by the principal in advance.

10:30 a.m. to 11:00 a.m.

6:00 p.m. to 6:30 p.m.

6:30 p.m. to 7:00 p.m.

6. Custodians shall stay on the building premises in the shift assigned unless excused by the Superintendent of Schools.
7. Two fifteen (15) minute breaks per day and that time shall be posted. Any change in the posted schedule must be approved by the principal in advance.
8. When special assistance is needed by any custodian or maintenance man, all custodians shall lend a hand if and when called upon and given approval by the Superintendent and Building Principal is notified. Otherwise each man or crew of men shall be responsible for the work done in the building and on the grounds assigned.
9. When a substitute custodian is not available to work a regular shift.
 1. The custodian from the succeeding shift will have 1st choice to fill vacancy.
 2. Fill the vacancy with other custodian in building.
 3. Fill the vacancy with district custodian in order of seniority.
 4. Employees shall be given at least 4 hours of work for that shift.

ARTICLE 12 - LEAVES

An employee shall receive twelve (12) sick leave days per year. Unused sick leave days shall accumulate without limit. Pursuant to the Illinois School Code, 105 ILCS 5/24-6, sick leave shall be interpreted to mean personal illness, quarantined at home, or serious illness or death in the immediate family or household.

Attendance at approved conferences and educational trips sponsored by the schools and approved by the Superintendent of Schools shall not be a cause of salary deductions nor counted in the cumulative sick leave.

1. Sick Leave: Shall be interpreted to mean personal illness, quarantined at home, or serious illness or death in the immediate family or household.

- a. Immediate family may be defined as:

Father	Grandchildren	Sister
Father-in-Law	Sister-in-Law	Brother
Mother	Brother-in-Law	Son
Mother-in-Law	Daughter-in-Law	Daughter

Grandparents
Foster Parents

Son-in-Law
Aunts

Spouse
Uncles

- b. Aunts and uncles were added to the list above as of November 1993. Employees are allowed one (1) day per death for up to two (2) deaths per year for aunts and uncles not to be deducted from sick leave.

Death in the immediate family: For all except aunts and uncles, there shall be up to three (3) days allowed for such deaths, not to be deducted from sick leave. Up to two (2) additional days may be granted at the time the initial request is made to the Superintendent.

2. Any custodian after six (6) years service or more who has used enough sick leave days the previous year to drop his/her remaining total below 30 in the range of 0-29 days left will begin the next year with a minimum of 30 days or more depending on where they fall on the 0-29 range:

0-29 days left – start at 30
21-29 days left – days left plus 10

and be allowed to accumulate days thereafter in subsequent years at the rate of twelve (12) per year without limit for retirement purposes only.

3. It is the prerogative of the Board of Education to require all custodians who are sick thirty (30) or more days per year to present a statement verifying that a complete physical examination was taken by a qualified medical diagnostician has been taken and that said custodian is physically able to assume the full time duties assigned by the building principal. (If confined to a hospital, then a hospital release is required, giving the date of entry and release.)
4. A new custodian shall have all the privileges of the above leave on a prorated basis effective at any time after the custodian reports for duty.
5. Emergency Leave: In general, emergency leave may be defined as something over which a person has absolutely no control and the persons' presence is required. (Jury duty, extended funeral travel, and court subpoenas.) Approval must be granted by the Superintendent, and except for jury duty, shall be deducted from sick leave.
6. Each employee is eligible for two personal leave days per year, which will not be counted as a day of sick leave. Personal leaves require 24 hours notice, Superintendent's approval, and that a substitute is available. Unused Personal Leave days shall be accrued as unused sick leave. Personal Days that are used shall be subtracted from the cost factor days for that year.

ARTICLE 13 -- RETIREMENT

Compulsory Retirement

All personnel employed by the Madison Community Unit School District No. 12 shall automatically be retired at the end of the fiscal contractual year when the employee attains the seventieth birthday. When the employee is 70 years old after school is in session for the Fall term, the employee may complete that school year.

ARTICLE 14 -- PROBATIONARY PERIOD

Employees hired into bargaining unit positions will serve a probationary period of thirty (30) workday during which time their employment may be terminated, at the sole discretion of the Board and without just cause, by recommendation of the supervisor and superintendent to the Board of Education. An employee's termination during any probationary period shall not be subject to the grievance/arbitration provisions set forth in Article 5.

ARTICLE 15 -- SENIORITY

1. The seniority of each employee shall date from his/her original hiring date.
2. Seniority shall be followed in lay-off and recalls, promotions and demotions, provided the senior employee is qualified to do the work.
3. Loss of Seniority -- An employee shall lose seniority rights:
 - a. If he/she quits or resigns for any reason;
 - b. If he/she is discharged, unless his discharge is reversed;
 - c. If he/she fails to commence work within seven (7) working days after being notified to report for work (by certified mail to his last known address) unless excused by the Employer for delayed return to work.

ARTICLE 16 - DISCIPLINE

1. No person covered by this Agreement may be summarily suspended or discharged. In all cases, which the Board of Education may conclude that an employee's conduct may justify suspension or discharge for just cause, unless the severity of the offense justifies immediate action, that employees shall have been advised, in writing, of the reason for the employer's action.
2. In the event of any reprimand of record to any employee covered by this Agreement, the employee involved shall be given a copy of the reprimand as well as a copy of any documents which are placed in any file maintained by the employer for personnel or other purposes, and shall be given an opportunity to

present a written statement of position to the employer and to have the same placed in the employee's personnel file. Where any reprimand of record is issued to an employee, it will be issued in the presence of a Building Steward and/or Union Representative(s). There will be a two-year limitation of all disciplinary records and they shall be removed from the employee's file if no further disciplinary record is recorded.

3. Any employee covered by this Agreement shall, upon request, be permitted to examine his/her personnel file in accordance with the Board of Education Policy.

ARTICLE 17 – BUS SERVICES

1. Board agrees that it will not contract out its current bus services for the duration of this contract.
2. Transportation Coordinator position shall be eliminated effective June 9, 2005, and the employee occupying that position shall be reassigned to a 9 month bus driver position at the bus driver hourly rate of pay. The most senior bus driver shall be assigned an additional 30 minutes of work per workday to perform a fluid check on each bus and record these checks daily on a form to be provided. These forms must be turned into the District Office at the end of each week on Friday.
3. Each bus driver shall be responsible for performing a daily trip check for their assigned bus and daily trip log on a form(s) to be provided. These forms must be turned into the District Office at the end of each week on Friday.
4. The District will reduce bus driver cell phone service to the minimal amount necessary. The District will eliminate the bus garage and office for cost savings purpose.
5. Bus Driver Vacancies. If a vacancy should occur in the full-time bus drivers' staff or a new job is created that involves duties currently performed by full-time bus drivers, persons presently employed by the School District as full-time bus drivers who are members of Local 98 shall be given first opportunity to bid for the job that is open. Jobs shall be advertised on bid for a period of three days and the notification of the opening returned in duplicate, one copy to the Personnel Office and one copy to the Business Agent of Local 98.
6. Sit Time. Sit time will be paid at $\frac{3}{4}$ pay. If the bus driver indicates on their time sheet that they are assisting with student supervision, they will be compensated at full pay.
7. Cancelled Runs. Any runs cancelled without one-hour notice will pay the assigned driver one-hour of pay.

**WORKING AGREEMENT
BETWEEN THE MADISON COMMUNITY UNIT SCHOOL DISTRICT No. 12
BOARD OF EDUCATION – MADISON, ILLINOIS**

AND

**SERVICE EMPLOYEE'S INTERNATIONAL UNION
LOCAL NO. 98**

This is a legally constituted working agreement and contract that is equally binding on Madison Community Unit School District No. 12 and its agents and on Service Employee's International Unit, Local Union No. 98, its agents and members:

That the agreement between the aforesaid parties for the ~~2005-2006, 2006-2007, 2007-2008, 2008-2009, 2009-2010~~ 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 school year terms is the contractual working agreement. *RS*

IN WITNESS WHEREOF, the parties present here have caused these agreements to be signed and sealed by the Presidents and attested by their Secretaries.

BY: BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL
DISTRICT NO. 12

Carol S. Hamm
President

BY: SERVICE EMPLOYEE'S
INTERNATIONAL UNION
LOCAL NO. 98

M. J. Murphy
Business Agent

Benji M. Vauters
Secretary

Greg E. White
President

Evelyn Kelly
Superintendent

Ray Stewart
Local Steward

7/21/10
Date

8/30/10
Date