

PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN

OSWEGO COMMUNITY UNIT SCHOOL DISTRICT NO. 308

AND

OSWEGO CUSTODIAL/MAINTENANCE ASSOCIATION

7/1/2021 – 6/30/2025



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## CUSTODIAL/MAINTENANCE AGREEMENT MISSION STATEMENT

The Oswego Custodial/Maintenance Association (OCMA), IEA-NEA (Association) shall share-a joint responsibility with the Board of Education of District 308, Oswego, Illinois (Board). This joint responsibility will create a safe, well maintained, and clean environment for the children of this District. Furthermore the Association is committed to working as a partner with the Board. As the District looks to future growth, a partnership will create and enforce standardized expectations for all Association employees. A partnership will recognize employee loyalty and allow for employee advancement within the District.

## ARTICLE I

### Agreement and Recognition

A. The Board of Education of School District No. 308 of Oswego, Illinois, Kendall County, hereinafter referred to as the "Board", recognizes the Oswego Custodial/Maintenance Association/IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for all regularly employed, full and part-time employees as listed in Appendix A. Excluded from the bargaining unit are certified, confidential, supervisory, managerial, short term and classified employees not covered in this Article.

#### B. Full-time / Part-time

(1) Full-time employees are those regularly employed individuals who work at least 40 hours weekly.

(2) Part-time employees are those regularly employed individuals who work at least 20 hours weekly.

#### C. Probationary Employees

Employees who are serving their probationary period are represented by the terms of this Agreement.

(1) The probationary period is defined as the first ninety (90) calendar days of employment with the district as a full-time or part-time, regular employee and it commences with the first day of work.

(2) During the probationary period, the District will evaluate the employee's performance to determine whether he/she should be employed beyond the probationary period. A probationary employee's employment and compensation may be terminated at any time with or without cause and with or without notice at the option of the District.

(3) Probationary employees are union members and are entitled to union representation.

(4) At the end of the probationary period, the Human Resources Department with the input of the Association will determine the pay rate of the employee, based on prior job description, education, and certificates and/or licenses.

(5) Probationary employees shall not be considered for a vacancy.

## ARTICLE II

### Association Rights

- A. The Association shall hold regular meetings as long as normal building coverage remains in place. An employee shall be allowed to attend an association meeting if requested to work on that given day without pay. If possible, the opportunity to make up such time will be provided. The Association President shall communicate the monthly dates to the Director of Buildings and Grounds. With prior approval, the Association shall have the right to use school buildings for the purpose of conducting Association business and without disrupting normal school operations. Any unusual or extraordinary costs incurred with such meetings will be paid for by the Association.
- B. The Association shall be allowed to use one (1) bulletin board in each building, the location of which will be mutually agreed upon, for the purpose of Association business.
- C. Job descriptions for all OCMA positions will be provided to the Association President and Secretary or their designee. The Board ensures that each employee will have a copy of a job description which will be given upon employment or upon employee request.
- D. The Association shall have the right to send representatives to local, state and national conferences. The Association shall have the right to purchase for its members time not to exceed five (5) days in the aggregate for the term of this Agreement. These days shall be purchased at the regular substitute pay rate when a substitute is required. This leave shall have no adverse effect on the employee's seniority, wages, or benefits. Written requests for Association leave shall be received by the Superintendent or designee not later than five (5) days before the leave begins. The Superintendent or designee will provide the Association with written approval not later than two (2) days after having received the written request.
- E. The District will notify the Association President on a monthly basis of any newly hired or terminated bargaining unit employees promptly after final action by the District Board of Education on the employee's hiring or termination via the Personnel Report.
- F. OCMA members will be provided computer access in order to check district email account. Use of computer shall be during break or before or after work shift unless it is work related.

## ARTICLE III

### Management Rights

- I. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in by the laws and Constitution of the State of Illinois and of the United States, including, without being limited to, the following:
  - A. To the executive management and administrative control of the school system and its properties and facilities of its employees;
  - B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
  - C. To decide upon the duties, responsibilities, and assignments of employees.
- II. 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 by only the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

## ARTICLE IV

### Negotiating Procedures

- A. Either party desiring to negotiate a successor Agreement shall give the other party a written notice not later than sixty (60) days before the expiration date of the current Agreement. This notification will serve as a demand to bargain pursuant to the Illinois Educational Labor Relations Act.
- B. Neither party in any negotiations shall have any control over the selection of negotiating team members of the other party.
- C. When the negotiating teams reach tentative agreement, it will be reduced to writing and submitted to the Association for ratification within ten (10) days. Following

ratification by the Association, it will also be presented at the next scheduled School Board Meeting for ratification.

- D. Within ten (10) days after the Agreement is signed, one copy of the ratified Agreement shall be printed in English. A Spanish copy will be printed as soon as practicable. These copies shall be at the expense of the Board and presented to the Association President.
- E. The parties will submit a joint written request to the Federal Mediation and Conciliation Service (FMCS) if both parties agree that appointment of a mediator may assist parties in reaching an overall contract settlement or the IELRB invokes mediation pursuant to the impasse procedures in the IELRB rules and regulations.
- F. When, by mutual agreement of the parties, negotiations are scheduled during regular working hours, release time shall be provided for members of the Association's negotiating team at regular pay.

## ARTICLE V

### Grievance Procedure

#### A. DEFINITIONS

- 1. A "grievance" shall be any claim by the Association, an Employee, or a group of Employees that there is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
- 2. A "grievant" is the individual(s) who has the grievance.
- 3. "Days" are the Employees' work days except during the summer recess when "days" shall mean those days when the District office is open for business.

#### B. TIME LIMITS

- 1. No grievance shall be entertained or processed unless it is submitted within fifteen (15) days after the first occurrence of the event giving rise to the grievance or within fifteen (15) days after the grievant knew or should have known of the event through the exercise of reasonable diligence.
- 2. Time limits may be extended by mutual written agreement.
- 3. The failure of an Employee or the Association to file and thereafter process any grievance within the prescribed time limits will act as a bar to any further appeal.



If the District does not hold a meeting or issue a response within the time limit specified, the grievance should be treated as denied at that step as of the date the meeting or response was due, and may be timely appealed to the next step.

4. When the presence of any witness at a grievance hearing is requested by either party, illness or other incapacity of the witness shall be grounds for any necessary extension of grievance procedure time limits.

### C. PROCEDURES

1. After consultation with the Association President or Grievance Chair, the parties acknowledge that it is usually most desirable for an employee, Union representative and his/her immediate involved supervisor to resolve the problem through free and informal communications. If, however, the informal process fails to satisfy the Employee, a grievance may proceed through the formal grievance steps set forth below.
2. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representations by the Association, provided that a Union designated representative is afforded the opportunity to be present at any grievance meeting, and that any settlement made is consistent with the terms of this Agreement. The employee may be present at any grievance discussion, except during closed session.
3. Only the Association, and not an employee, may appeal the grievance beyond Step II.
4. It is agreed that any investigation or other handling or processing of any grievance by the Grievant or Association representative shall be conducted so as to result in no interference with or interruption whatsoever of work activities of the employees.

#### STEP 1

The Grievant shall present the grievance in writing to the immediate involved Supervisor or Building Principal, who will arrange for a meeting to take place within ten (10) days after the receipt of the grievance. The written grievance shall identify the Grievant, summarize relevant facts, identify all provisions of the Agreement allegedly violated, and list specific actions requested to remedy the grievance. Within ten (10) days of the meeting, the Grievant and the Association shall be provided with the Supervisor's written response.

## STEP II

If the grievance is not resolved in Step I, the Grievant may appeal the grievance in writing to the Superintendent or his/her designee within ten (10) days after receipt of the Step I answer or within ten (10) days of the date the response was due. The Superintendent or his/her designee shall arrange with the Grievant or Association Representative for a meeting to take place within ten (10) days of the Superintendent's or his/her designee's receipt of the appeal. Within ten (10) days after the meeting, the Grievant and the Association shall be provided with the Superintendent's or his/her designee's written response.

## STEP III

If the grievance remains unresolved in Step II, the Association may appeal the grievance in writing to the Secretary of the Board of Education within ten (10) days after receipt of the Step II answer or within ten (10) days of the date the Step II response was due. The grievance and the Superintendent's response to the grievance shall be heard at the next Board meeting. Within ten (10) days after the Board meeting, the Association shall be provided with the Board of Education's written response.

## STEP IV

If the Association is not satisfied with the disposition of the grievance at Step III, then the Association may submit the grievance within thirty (30) days to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- i. Each party shall bear the full costs for its representation in arbitration. The costs of the arbitrator, the AAA, and a court reporter, if present, shall be divided equally between the parties.
- ii. If either party requests a transcript of the proceedings, that party shall bear the full costs for the transcript. If both parties order a transcript, the cost of two (2) transcripts shall be divided equally between the parties. If the arbitrator requests a copy of the transcript, the costs shall be divided equally between the parties.
- iii. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which had not previously been disclosed to the other party during the previous steps.

- iv. The arbitrator shall have no power to nullify, alter, amend, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step I, unless otherwise mutually agreed by the parties. The arbitrator shall have no authority to make any decision on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying applicable federal laws, applicable state laws (not otherwise superseded by a lawful provision of this Agreement pursuant to Section 17 of the Illinois Educational Labor Relations Act), or of rules and regulations of administrative bodies that have the force and effect of applicable law. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the District under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the parties.

#### D. BYPASSING STEPS

If the Superintendent and the Grievant mutually agree, any step of the grievance procedure may be bypassed.

#### E. GRIEVANCE WITHDRAWAL

Grievances may be withdrawn by the Grievant or the Association at any step of the grievance procedure without establishing precedent. Grievances not appealed within the designated time limits shall preclude further appeal, provided there has been no mutual agreement of extension.

#### F. SETTLEMENT

A grievance may be resolved or settled on any basis by mutual agreement of the parties at any step of the grievance procedure.

#### G. NO REPRISAL CLAUSE

No employee shall be subjected to discipline or reprisal because of their participation in these grievance procedures.

## H. FILING OF GRIEVANCE DOCUMENTS

All documents dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

## ARTICLE VI

### No Strike / No Lockout

It is specifically understood that, during the term of this agreement:

- (A) neither the Association nor its members shall participate in or encourage a strike or any other form of interference with the normal operations of the school system or its programs.
- (B) the Board shall not lock out the Association nor its members.
- (C) The Board of Education shall comply with the laws of Illinois regarding outsourcing.

## ARTICLE VII

### Leaves

#### A. Sick Leave

- 1.) Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or in the household, or birth, adoption, or placement for adoption. (Immediate family, for the purposes of illness, shall be interpreted to mean husband, wife, domestic partner, son, daughter, mother, father, brother, sister, step-son, step-daughter, step-father, step-mother, step-brother, stepsister, brothers-in-law, sisters-in-law, parents-in-law, grandparents, or grandchildren.) Household shall be interpreted to include any person living within the employee's home. Employees may use accumulated sick leave for attendance at funerals of the immediate family.
- a.) Employees shall be granted twelve (12) days of sick leave per year. Sick leave may accumulate to 340 days. IMRF requires 240 days for maximum benefit of one year toward retirement.

- b.) Employees who enter employment with the district during the school year shall receive sick leave on a prorated basis.
- c.) Sick leave shall not accrue during leaves of absences without pay or during layoffs.
- d.) Absence for part of a day for reasons in accordance with the sick provisions shall be charged against accrued sick leave in an amount not less than one hour. Holidays and other regular days off shall not be charged against sick leave.
- e.) Probationary employees shall not be eligible for paid sick leave; however, upon successful completion of the probationary period, ninety (90) calendar days, they shall be credited for sick leave from the initial date of hire.
- f.) The employee may be required to provide the District with a physician's certificate upon request if the employee requests paid sick leave after an absence of three (3) consecutive days for personal illness or as the Superintendent or designee may deem necessary in other cases.
- g.) It is the responsibility of the employee to ensure that all sick leave utilization is entered into the District's electronic absence management system prior to the start of their shift, except in emergencies. Employees may be required to provide documentation of emergency circumstances at the discretion of their Building or Department Administrator.

#### B. Attendance Bonus

All full time Employees shall receive an Attendance Bonus paid on July 15 provided the Employee meets the requirements listed below. One absence (July 1st to June 30th) as determined for an Attendance Bonus is a total of eight (8) hours an Employee is absent from work regardless of the reason with the exception of the following:

Use of Vacation days and Bereavement days

An Executive Board Member of the Association who is required to attend a District or Union business event shall not have such absences count against an attendance bonus, provided a fourteen (14) day advance written notice is provided to the Director of Building and Grounds or his/her designee. The Director of Operations may require verification.

No Absences     \$500.00

One Absence     \$350.00  
Two Absences    \$200.00

C. Personal Leave

- (1) Two days' personal leave with pay may be used for business which reasonably may not be taken care of other than during school hours.
- (2) An electronic absence request for personal leave must be submitted for approval 5 work days prior to the leave for electronic approval by the Superintendent or his/her designee. Requests submitted with less than 48 hours of notice need to specify the reason for the personal leave day request.
- (3) Personal days shall not be used consecutively to extend a holiday, vacation, sick leave. Any request for exception to this must be submitted electronically and is subject to approval by the Superintendent or his/her designee.
- (4) Personal leave shall not be extended to part-time employees as defined in Article I(B)(2) of this Agreement.
- (5) Unused personal leave days at the end of each year shall accumulate as sick leave.

D. Family/Medical Leave Act

The Board will comply with its obligations under the Family and Medical Leave Act (FMLA). Employees may reference the Family and Medical Leave School Board Policy 5:185 on the employee Intranet site in the Personnel Section. FMLA shall be implemented upon the District or the eligible employee's request.

E. Bereavement

A maximum of three (3) work days per year will be allowed on account of death of an immediate family/household member. Bereavement leave will not be counted against an employee's sick leave accumulation. Additional days may be deducted from sick leave, personal leave or vacation time whichever the employee chooses. Unused bereavement leave days shall not carry over from one year to the next. For purposes of this section, immediate family shall be interpreted to mean husband, wife, domestic partner, son, daughter, mother, father, brother, sister, step-son, step-daughter, step-father, step-mother, step-brother, step-sister, brothers-in-law, sisters-

in-law, parents-in-law, grandparents, or grandchildren. Household shall be interpreted to include any person living within the employee's home.

F. Jury Duty

Each employee shall be excused from his/her regularly assigned duties for jury duty or job related witness appearance. He/she shall be paid the difference between the regular rate and the jury fee or return the difference if the fee is greater than the pay.

G. Extended Leaves Of Absence

An unpaid leave of absence to a maximum of one (1) year of duration may be granted by approval of the Board of Education to an OCMA employee. Requests shall be made in writing thirty (30) calendar days prior to the Leave of Absence, if foreseeable, and shall include the reason for the leave and specify both the beginning and anticipated ending dates of the leave.

An employee on leave shall notify the Superintendent or his/her designee in writing at least thirty (30) calendar days prior to the stated anticipated ending of the leave in order to return to employment. Failure by the employee to notify the district in writing at least thirty (30) calendar days prior to the stated anticipated ending date of the leave will represent a resignation by the employee from the district. Failure to return from the leave as of the stated anticipated return date shall be construed as a resignation by the employee.

Upon return from the leave, an employee shall be entitled to a comparable position with the same pay, benefits and classification within the bargaining unit. Seniority, sick, personal and vacation days shall not accrue during the unpaid Leave of Absence.

When an employee has been approved for an unpaid leave of absence of at-least six weeks:

1. The Administration will create a posting for "Long Term Leave Cover" in the District's electronic applicant management system. These postings will be posted as "internal only" for seven (7) days, except when the posting is to cover for a Bus Mechanic, Maintenance Mechanic, Groundskeeper, Head Groundskeeper, or Second or Third Shift Custodian.
2. In addition to the criteria set forth in Article VIII, Section C "Vacancy," the Administration may also take into consideration the candidate's prior experience,

participation in professional development, and continuing education opportunities to determine the recommended candidate.

3. If an OCMA covered employee is selected to fill a Long Term Leave Cover position, they shall be compensated at the higher of the starting rate for the role listed in Appendix A of this Agreement or their current hourly rate of pay--excluding differentials--for the duration of the assignment.
4. A performance evaluation will be completed by the Administration during the course of the Long Term Leave Cover Assignment. The performance evaluation will not take the place of any evaluation required under Article VIII, Section S, and the scope of the evaluation will be limited to the employee's performance during the Long Term Leave Cover assignment.
5. If the individual on leave fails to return at the end of their long term leave, and if the Long Term Leave Cover's performance evaluation met or exceeded expectations on all criteria, they shall be given the option to remain in that position without the need to reapply or interview.
6. If the individual on leave returns at the end of their long term leave, the employee in the Long Term Leave Cover shall return to their prior role at their prior effective rate of pay. If the Long Term Leave Cover was hired externally, and an open position exists within the District for which they are qualified at the conclusion of the assignment, they will be transferred into the open position at the starting rate of pay listed in Appendix A. If no open position exists, they shall be dismissed pursuant to Article I.C if they are still within their probationary period, or honorably dismissed in accordance with the Illinois School Code if they are no longer within their probationary period. Any honorable dismissal that is initiated pursuant to this paragraph will not constitute a "Reduction in Force" pursuant to Article VIII, Section F.

## ARTICLE VIII

### Working Conditions

#### A. Payroll Deductions

Upon written request of the OCMA, the District shall deduct membership dues for the Association, including IEA/NEA. The Board shall deduct 1/24 of such dues from each regular salary check for that employee for twelve (12) months beginning in July and ending in June. Deductions for employees hired after that date shall be pro-rated to complete payments for that year. The OMCA must notify the District by June 15 of any changes to the payroll deduction amounts for the following fiscal year. The Board shall transmit all withholding for dues to the Association within ten (10) working days of the withholding.



The Association 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 action taken by the Board with respect to dues deduction or in reliance on any list, notice, or certification provided by the Association related to dues deductions.

B. Seniority

1. "Seniority," as used in this Agreement, is defined by the length of an employee's continuous service with the Board since the date of hire.
2. The Board shall provide the Association President with a seniority list on or before February 1st of each year or upon written request.
3. An employee shall lose all seniority credit in the event of voluntary or involuntary termination or failure to return from a layoff.
4. No seniority shall accrue during an unpaid leave of absence or layoff.
5. Part-time employees shall accrue seniority in the District on the part-time seniority schedule. When a part-time employee becomes full-time their part-time seniority shall carry over to full-time status.

C. Vacancy

Notification of open or new positions will be posted on the District website. The posting shall specify the classification, building location (work site), and rate of pay. The District shall provide the Association Secretary with notification of a vacancy prior to it being posted. Employees will have seven (7) work days to submit an internal application through the District website. All applicants who meet qualifications listed on the job posting will be interviewed.

When making a decision between two internal candidates, attendance, attitude, initiative, and job skills as defined on the employee evaluation instrument and articulated by the candidate during the interview, shall be the major considerations. If more than one internal candidate appears equally qualified, seniority will be used to determine the appointment.

If an internal candidate is selected to fill a vacancy in a different classification with more pay, the Human Resources Department with the input of the Association

will determine the pay rate of the employee, based on prior job description, education, and certificates and/or licenses.

The candidate(s) who are not chosen for the position shall be given notification in writing.

#### C.1 Resignation

An employee resigning from the district shall submit in writing said resignation to the Superintendent or his/her designee and shall give at least two-weeks notice prior to his/her last day of work. The employee may request a conference with the Superintendent or his/her designee for the purpose of explaining any extenuating circumstances that may be considered for shortening the two-week notice. The district will not unduly deny the shortening of the two-week notice. The District may, at its sole discretion, relieve the employee of duty sooner but shall pay the employee through the notice period.

#### D.1 Notification of Assignment

In the event changes of a permanent or indefinite nature are made in such assignments, the employee shall be notified in writing as soon as practicable, but every effort shall be made to give notice ten (10) calendar days preceding the effective date of the change in assignment. Before any change in assignment is made, the administration shall consult with the employee concerning his/her preference. The employee may request to meet with the Superintendent or designee in the event of an involuntary change in assignment.

#### D.2 Involuntary Transfer

When necessary, the Administration may involuntarily transfer an employee. Volunteers will be considered first, when practical. In the event that the Administration has not selected a specific employee to be transferred or no volunteers are available, the employee most suitable for the position based upon prior experience, education, certificates, and licensing shall be transferred with appropriate consideration given to transferring the least senior employee. The administration will meet with the employee being considered for transfer and the Association representative, to make known its intention and rationale, and will permit the employee to share his/her reactions to the proposed assignment. The final decision on all involuntary transfers remains with the Administration. Any employee transferred involuntarily shall receive consideration (the right to apply and interview) in any requested transfer for future vacancies. No employee shall

be involuntarily transferred more than once in any two (2) year cycle without written consent of the employee, and the employee shall not incur a reduction in pay as a result of any involuntary transfer.

In the event that an employee is involuntarily transferred to a lower salaried position, for reasons other than a demotion for performance or disciplinary reasons, the employee will retain their current rate of pay until the pay scale for that position is equal to or higher than their frozen rate of pay. In the event that an employee is involuntarily transferred to a lower salaried position, the District retains the exclusive right to transfer that employee back to a position in their former category, and any such decision shall be exempt from the grievance procedure. If an employee is transferred back to their original category, their rate of pay shall be increased to reflect the rate of pay they would otherwise be at if they had not been involuntarily transferred.

E. Labor Management Meetings

The rapid growth of District No. 308 impacts all of its employees. In the spirit of collegiality and invested interest in the District, the Association and selected representatives shall meet with the Superintendent and/or his/her designee on a regular basis. The Association President, Vice-President, and representatives (1 from custodial, 1 from maintenance) shall meet at mutually agreeable times during the contract year to discuss the operation of this Agreement and District growth and needs.

F. Reduction in Force (RIF)

1. In the event the Board determines the need for a Reduction in Force, the Administration shall meet with the Association to discuss the following:

- a. Reasons for the need to have RIF.
- b. Verification of Seniority list.
- c. Verification of RIF and recall procedures.

2. RIF-Recall Procedures:

- a. Employees shall be laid off in the inverse order of their seniority per job classification.

- b. If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the position thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from that category of position, so far as they are qualified to hold such positions.
  - c. Employees shall be called back to work according to his/her placement on the Employee Recall Seniority list.
  - d. Employees on layoff, who have been offered reemployment to the classification from which they had been laid off and have declined, shall be removed from the Employee Recall Seniority list.
  - e. Employees on layoff will have the option to be kept on the Group Health/Hospital Insurance plan via COBRA at the employee's expense.
  - f. The District shall not employ any non-District applicants to fill any vacant full-time or part-time positions in the category of position subject to layoff unless all qualified bargaining unit employees on the recall list have been reinstated to the vacant position or declined reinstatement to the vacancy.
3. Nothing in the Article or any part of this Agreement is intended to restrict the sole authority of the Board to determine the financial necessity of service reduction, the form of the reduction, and the duration of the layoff.

G. Meal Break

Each employee is expected to take a duty-free thirty (30) minute lunch break, without interruption, at the convenience of his/her responsibilities as assigned and which shall not be considered as part of the employed time. Employees may leave the campus for their meal break provided the building is staffed appropriately.

Employees are entitled to two (2) fifteen (15) minute breaks during the course of a regularly scheduled eight (8) hour workday. Breaks are to be scheduled at the discretion of the supervisor, and may be withheld in the event of an emergency situation without entitlement to additional compensation. In the event that an emergency situation arises that would require a break to be withheld, the OCMA President and Director of Operations shall be notified via email by the supervisor as soon as practicable.

H. Record of Hours Worked

All employees are responsible for keeping an accurate record of hours worked.

I. Emergency School Closing

When the schools and school offices are officially closed by the Superintendent or his/her designee, employees are expected to report to work, unless notified differently. If an employee is unable to work on such given day, he/she may use a personal, vacation, or sick day. If possible an opportunity will be given to the employee to make up the lost day (i.e., work on Saturday).

J. Uniforms

1.) For the 2018-19 school year, all employees will receive from the District five (5) shirts and three (3) pairs of pants. Subsequently following ninety (90) days of satisfactory service, all new employees will receive from the District five (5) shirts and three (3) pairs of pants. Shirts or pants either damaged or permanently soiled will be replaced at district expense upon approval from the Director of Operations. Shirts and pants issued by the District are to be worn daily when school is in session and on weekends, holidays and anytime the employee is representing the district for extra functions. No hats are to be worn in the buildings at any time. For the 2018-19 school year, the District will also provide safety shoes and safety glasses to all employees and will replace them as needed upon approval from the Director of Operations. For the 2018-19 school year, Maintenance, Building Engineers, Groundskeepers, Bus Mechanics, Maintenance Mechanics, and District Drivers who haven't previously been issued a winter coat or one pair of overalls or bibs will receive those articles of clothing. Subsequently, all new employees in these categories will receive one winter coat and one pair of overalls or bibs upon ninety (90) days of satisfactory service in the District. These articles of clothing shall be replaced as needed at district expense upon approval from the Director of Operations.

2.) The Board agrees to establish a committee comprised of two (2) administrators and two (2) employees to review the quality of shirts purchased and to provide a recommendation to the Superintendent or his/her designee.

3.) All uniforms must be selected from the District provided list and ordered annually through the District.

4.) Employees who resign or are terminated must return their uniforms to the Director of Buildings and Grounds.

K. Vacations and Holidays

Initial Employment:

Upon initial employment with the District as a full-time 12-month employee, vacation will be earned at the rate of 1 day per month beginning with the first calendar month and will be eligible for use as accrued. 1 day allotment will continue to accrue until June 30th at which time the employee will be frontloaded with the yearly allotment on July 1st.

Returning Employees:

On July 1 of each year following the year of initial employment (e.g. this section becomes applicable on July 1, 2022 for someone hired October 1, 2021), employees shall be granted vacation in accordance with the chart below. For the purposes of determining the annual vacation allotment only, the year of initial employment shall constitute a full year of service.

The maximum number of allowed days in an Employee's vacation bank is double the Employee's annual allotment of vacation days listed in the schedule below. In the event the Employee's vacation bank on June 30 exceeds the annual allotment of vacation days, the days in the vacation bank in excess of the annual allotment will be converted to sick days on July 1.

Completed Years of

Continual Service

Annual Allotment of Days

|   |         |
|---|---------|
| 1 - 5                                     | 12 Days |
| 6 – 15 (Start of Year 6 - End of year 15) | 18 Days |
| 16+                                       | 24 Days |

The District reserves the right to approve or deny vacation requests based on District needs.

The minimum amount of vacation to be taken will be in half-day increments. Vacation requests must be submitted through a District-approved electronic absence management system. Typically, employees shall submit requests at least five (5) days prior to a desired vacation day and will be subject to the approval of the supervisor. Requests submitted with fewer than five (5) days' prior

notice to use vacation on district-wide non-student attendance days will be considered and may only be taken after the employee has received written confirmation of approval.

Upon termination, employees shall be compensated at their regular salary rate for unused accrued vacation days.

Employees shall receive compensation for the following legal and school holidays:

Christmas day and one additional day  
New Year's and one additional day  
Martin Luther King's Birthday  
President's Day  
Spring Break Day and one additional day  
Memorial Day  
Independence Day and one additional day  
Labor Day  
Columbus Day  
Thanksgiving and the day before and after

All Employees work days will be reduced to a six (6) hour day on the last scheduled work day prior to Christmas Day, New Year's Day and the 4th of July holidays.

#### L. Employee Discipline

Employee Discipline: Employee discipline will be progressive, except for gross misconduct, and will follow the steps outlined below. The sequence and necessity for the following steps will be determined by the Superintendent, or designee, depending on the circumstances of each case.

In the event employee discipline is necessary the employee has the option and right for representation by an OCMA Officer or representative.

With the exception of gross misconduct, a written notice of the meeting and reason for discipline or dismissal shall be provided to the employee twenty-four (24) hours prior to the meeting.

#### Verbal Warning:

A verbal warning will be given to the employee for misconduct or poor performance which does not warrant a written warning, suspension, or dismissal

as the initial disciplinary action. A written memorandum will be sent to the employee and the Association President within seventy-two (72) hours after the meeting to document the verbal warning. This acknowledgement of the verbal warning will not be filed in the employee's official personnel file but it will be kept on record for a period of one (1) year.

#### Written Warning:

A written warning will be issued to an employee for misconduct and/or poor performance. A written memorandum will be sent to the employee and the Association President within seventy-two (72) hours after the meeting to document the written warning. This documentation will be filed in the employee's official personnel file. Upon the employee's written request, the document may be removed from the employee's official personnel file after two (2) years from the date of the written warning.

#### Suspension/Termination:

The decision to suspend or terminate an employee will be made either by the Superintendent and/or designee. In the case of suspension, the Superintendent, or designee, shall have the authority to suspend for up to ten (10) days.

When an employee is required to appear before the Superintendent and/or designee, concerning any matter which is disciplinary in nature, or which could adversely affect the continuation of that employee in his/her position of employment or his/her salary pertaining thereto, the employee shall be given twenty-four (24) hours prior written notice of the reasons for such meeting or interview and shall be entitled to have union representative present to advise him/her during the requested meeting or interview.

Before an employee is disciplined by suspension, with or without pay or dismissal, the administration shall conduct an investigation of the problem to determine the facts and the employee shall be given a pre-disciplinary conference with the supervisor and the administrator, or combination of administrators responsible for that building.

Upon the decision to suspend a Notice of Suspension will be sent to the employee. In addition, a copy of the documentation will be placed in the employee's official personnel file.

#### Administrative Leave Pending Investigations

The Superintendent or designee may place an Employee on an administrative leave with pay up to thirty (30) days pending an internal or external investigation



into an allegation of gross misconduct. This may occur without twenty-four (24) hours' notice to the Employee. In the event the investigation is not complete within thirty days, the Superintendent or designee shall have the authority to extend the suspension for an additional thirty (30) days in perpetuity. The employee must be notified prior to the extension.

M. Job Description Committee

Each employee shall receive a copy of his/her job description at the time of hire or upon its revision. The description will include at least the following information:

Job title, Description, Minimum requirements and qualifications, and Statement of tasks and responsibilities normally associated with that position.

A joint committee consisting of equal representation from the Administration and the Association will review job descriptions as needed.

N. Physical Environment/Health/Safety

1. The Board recognizes the need to provide a safe working environment. Employees who encounter conditions, which are likely to endanger the health or safety of any employee, shall promptly report the condition to the Management. The Management shall promptly investigate or cause to be investigated the condition giving rise to the report. If the condition is determined to endanger health or safety the director of buildings and Grounds shall initiate a remedy.
2. Health and Safety Committee – A Safety Committee comprised of Management and Association members shall be established to identify safety and health problems throughout the workplace. They shall work cooperatively to find solutions and make recommendations to the Director of Buildings and Grounds.

O. Training

The Board of Education recognizes the need for continued education for all employees covered by this Agreement. Continuing education classes will improve the employee's service to the district and to himself/herself.

The District shall provide four (4) training sessions on non student attendance days, per year and job classifications. Training will be conducted by either District Personnel or outside vendors.

Out of District Training includes tuition, travel, lodging and meals.

P. Building Checks

Building Checks will be the responsibility of the Building Engineer and it is also their responsibility to make sure that the school is ready for use following weekends and holidays. Building checks will occur on Saturday, Sunday and/or Holidays when the building is closed or not occupied. A Building Engineer may choose to allow a qualified employee to do their building checks when on vacation or in the event this qualified individual may be working one of these days due to a building rental or other school event. It is understood that the time allowed for the building check is one (1) hour each day the Building Engineer does the building check, H.S. Building Engineers shall be allowed two (2) hours. The building check will be paid at a rate of time and a half of the individual's hourly pay rate, except when double time is applicable. If a problem is found during a building check that requires immediate correction, then the Building Engineer/designee is to report this to his supervisor and/or leave a message, and will be compensated time and a half rate for the time needed to correct the problem.

The Building Engineer/designee should also add 1 hour to timecard for each building check done.

Q. Staffing Changes/Subcontracting

The Board reserves the exclusive management right to establish staffing patterns, determine the number of types of personnel required in order to maintain the efficiency of District operations, and otherwise manage and operate the District's Custodial Maintenance services. The Board agrees to notify the Custodial Maintenance Association and bargain upon request prior to implementing any decision to subcontract or contract out services or work currently performed by bargaining unit employees.

R. Rentals

To ensure proper security, safe operations, and maintenance of the district buildings, a member of the Association shall be present at all times during building and grounds paid use by an outside group(s). The employee shall perform other duties as assigned during the function, leaving a reasonable amount of time for clean-up after the function is over.

S. Evaluations

The district evaluation shall be conducted in accordance with the following schedule by the administration. See evaluation instrument (Appendix B).

| Scenarios   | Frequency                               |
|---|---|
| Upon Initial Employment:  | Every Year For The First Four (4) Years |
| Upon Promotion To Category With Higher Starting Rate Of Pay:                                  | Every Year For The First Two (2) Years  |
| Upon Transfer To Position Within Same Category (different shift or building):                 | For The First Year                      |
| All Others With All "Meets Expectations" or "exceeds Expectations" on Most Recent Evaluation: | Once in a two (2) year cycle*           |
| All Others With Any "Needs Improvement" or "Unsatisfactory" on Most Recent Evaluation:        | Every Year                              |

*\*Prior to the start of the 2022-2023 school year, the Association and Administration shall confer to ensure an equitable distribution of evaluations between school years.*

In the event two or more scenarios apply, the scenario with the greatest frequency of evaluations will apply. For example, if a Custodian is promoted to Maintenance Technician one (1) year after initial employment, the Maintenance Technician shall be evaluated annually until four (4) years have passed since initial employment.

ARTICLE IX

Salary and Fringe Provision

A. Medical/Dental/Vision Insurance

The Board shall provide for each full-time employee covered by this Agreement an insurance plan for medical, dental and vision coverage. The maximum Board contribution for medical, dental and vision coverage will be:

**Medical Insurance**

Single coverage            75% District contribution - 25% Employee contribution of premium  
Dependent coverage    75% District contribution - 25% Employee contribution of premium

**Dental Insurance**

Single coverage            75% District contribution - 25% Employee contribution of premium  
Dependent coverage    75% District contribution - 25% Employee contribution of premium

**Vision Insurance**

Single coverage            100% District contribution  
Dependent coverage    100% District contribution

**B. Life Insurance**

All employees must work a minimum of twenty (20) hours per week to be eligible for the District Term Life insurance policy. The term life insurance policy is equal in value to their yearly base salary or \$10,000.00, whichever is greater. Said policy shall have attached an accidental death and dismemberment clause. The premium is to be provided in full by the school district.

**C. Long-Term Disability**

As soon as a member of the bargaining unit qualifies for temporary disability under the IMRF system, the member must go on temporary disability under the IMRF system.

In addition, effective 10/1/2009, the bargaining unit member may be eligible to receive LongTerm Disability benefits through the LTD carrier that is provided by the District. The bargaining unit member must work a minimum of thirty (30) hours per week to be eligible for the LongTerm Disability benefit. The carrier for the Long-Term Disability will be selected by the District.

**D. Flexible Spending Account (FSA)**

Effective 9/1/2009, bargaining unit members are eligible to participate in a Flexible Spending Account (FSA) plan. In general, the FSA plan allows a participating

employee to designate a dollar amount to be deducted from his/her paycheck on a pre-tax basis for eligible medical, dental and dependent care expenses incurred by the employee. Examples of eligible non-covered expenses are medical and dental insurance plan deductibles, co-payments for office visits, eyeglasses and prescriptions, and child care expenses.

The total dollar amount is determined annually and equal payments will be deducted from each paycheck and placed into the employee's FSA. This plan may result in a tax saving for the participating employee through the allocation of pre-tax dollars to the FSA.

Participating employees may apply to receive funds from the FSA after eligible expenses are incurred. All carryover, runout periods, and forfeiture of unused funds shall occur in accordance with applicable federal and State laws and regulations. These shall be communicated to employees during the annual open enrollment period and upon hire. Medical and dental premiums paid by the employee are not covered under the FSA, but can be deducted on a pre-tax basis under the Section 125 pre-tax premium plan.

E. Illinois Municipal Retirement Fund (IMRF)

The district will pay 100% of the member's IMRF contribution.

F. Salary Schedule

See Appendix A

G. Overtime

1. Overtime shall be defined as authorized work performed in excess of the regular work week as designated below. All overtime must be authorized by the Principal or his/her designee. Over forty (40) hours per week worked constitutes overtime and will be paid time and a half within thirty (30) days of being worked. Overtime worked on Sundays or holidays shall be paid at a rate of time and a half the individual's base rate of pay except on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Easter when the rate of double time the individual's base rate of pay will be paid. Overtime is to be computed on the affected individual's base rate of pay. The following will be counted toward the 40 hours per week required for overtime:

- a. Time physically on the job

- b. Holidays listed in the contract
  - c. Personal leave day
  - d. Bereavement day
2. Whenever two or more overtime or premium rates of pay may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding, or adding together of such overtime or premium rates and only the applicable rates shall apply
  3. The Principal or his/her designee will distribute overtime equitably by seniority among the employees covered by this Agreement in the building in which they are assigned before offering overtime to all district employees. When there is an expectation of overtime, every reasonable effort will be made for a timely notification. In the event scheduled overtime work (park district, athletic events, etc.) is cancelled with 48 hours notice or less, the desired employee shall report for work and perform other duties as assigned by supervisor.
  4. Call-back/Emergency  
If an employee is called in for an emergency situation there will be a minimum of 4 hours of overtime pay during the week (Monday through Friday) and 5 hours of overtime pay on Saturday, Sunday and Holidays. An employee who is asked to stay at the end of his / her regular shift for an emergency situation will be paid overtime for the actual time worked beyond the regular shift.

#### H. Voluntary Investment Program

Employees covered by this Agreement may partake in any form of voluntary investment program offered by the District (e.g., 403(b)). More information regarding the voluntary investment options may be found on the District 308 Employee Intranet.

#### I. Longevity Incentive

To qualify for a longevity incentive, an employee must meet the following criteria:

- Have a minimum of 10 years continuous full-time service in an OCMA covered position,

- Submit a letter of intent during the eligibility window listed below to remain employed for additional years of service, and
- Qualify for retirement through the Illinois Municipal Retirement Fund (IMRF) on or before June 30 of the school year in which they submit their letter of intent.

During each of the 2021-2025 school years, the Administration shall determine the seven (per year) OCMA covered employees with the greatest seniority who have met the qualifications set forth in this section, have submitted a letter of intent described above during the applicable eligibility window described below, and who have not previously qualified for a longevity incentive payment. The selected employees shall receive a longevity incentive payment as described below:

| Eligibility Window: | Commit Through 6/30/25 | Commit Through 6/30/24 | Commit Through 6/30/23 | Commit Through 6/30/22 |
|---------------------|------------------------|------------------------|------------------------|------------------------|
| 12/7/21 - 12/31/21  | \$4,000                | \$3,000                | \$2,000                | \$1,000                |
| 7/1/22 - 7/31/22    | \$3,000                | \$2,000                | \$1,000                | Not Applicable         |
| 7/1/23 - 7/31/23    | \$2,000                | \$1,000                | Not Applicable         | Not Applicable         |
| 7/1/24 - 7/31/24    | \$1,000                | Not Applicable         | Not Applicable         | Not Applicable         |

The longevity incentive shall be paid in \$1,000 installments after June 30 of each year in which the selected employees remain actively employed in an OCMA covered position. For example, a selected employee who commits through June 30, 2025 during the 2021-2022 window would receive \$1,000 on each of the first payroll periods in July of 2022, 2023, 2024, and 2025 if the employee were actively employed in an OCMA covered position through June 30 of that calendar year, for an overall total of \$4,000.

#### J. Payments for Separating Employees

IMRF requires 240 days for a maximum benefit of one year towards retirement. Should an employee wish to retire but has sick leave days in excess of 240, the first 240 sick leave days may be used towards retirement; the balance of the unused sick leave days, those 241 and over, will be compensated by the district, up to 100, at a

rate of \$80.00 per day. This amount shall be paid 65 days after his/her date of employment.

Should an employee wish to retire but has a balance of accrued, unused sick leave days under 240, said employee will be compensated by the district at a rate of \$80.00 per day up to 100 days. This amount shall be paid 65 days after his/her date of employment.

When an employee terminates employment with the district for other than retirement and/or disciplinary reasons, said employee shall cash out all, unused, accumulated sick leave days at \$60.00 per day. Paid sick days will be prorated for actual time worked. This amount shall be paid 65 days after his/her date of employment.

## ARTICLE X

### Technical Clauses

#### A. Effect of Agreement

This Agreement shall be effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2025.

#### B. Entire Agreement

The terms and conditions set forth in the Agreement represent the full and complete understanding between the parties. It supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the Board and the Association. The terms and conditions may be modified only through the written mutual consent of the parties.



ARTICLE XI

AGREEMENT

This Agreement is signed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021, in witness thereof:

OSWEGO CUSTODIAL/MAINTENANCE  
ASSOCIATION BY:

FOR THE BOARD OF EDUCATION  
OSWEGO COMMUNITY UNIT  
SCHOOL DISTRICT 308

\_\_\_\_\_  
William Queen, President

\_\_\_\_\_  
Dr. Donna Marino, President

\_\_\_\_\_  
Ondre Schoensee, Chief Negotiator

\_\_\_\_\_  
Kenneth Miller  
Exec. Director of Human Resources

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## **APPENDIX A**

### **Maintenance/Custodian Starting Pay Rates (Includes Board paid IMRF)**

Engineer A: ELC, OP Engineer B: CH, EV, FC, LB, PP, WLF, TW, LC, BH, SB, GP, HC, HM

Engineer C: TH, TR, BE, PL, O3C, MUR Engineer D: OEH, OHS

|                           | <b><u>21-22</u></b> | <b><u>22-23</u></b> | <b><u>23-24</u></b> | <b><u>24-25</u></b> |
|---------------------------|---------------------|---------------------|---------------------|---------------------|
| Engineer A:               | \$19.68             | \$19.68             | \$19.68             | \$19.68             |
| Engineer B:               | \$20.52             | \$20.52             | \$20.52             | \$20.52             |
| Engineer C:               | \$22.20             | \$22.20             | \$22.20             | \$22.20             |
| Engineer D:               | \$23.45             | \$23.45             | \$23.45             | \$23.45             |
| Bus Mechanics:            | \$24.48             | \$24.98             | \$25.48             | \$25.98             |
| Custodians:               | \$13.75             | \$14.50             | \$15.25             | \$16.00             |
| District Drivers:         | \$19.20             | \$19.20             | \$19.20             | \$19.20             |
| Groundskeepers:           | \$19.10             | \$19.40             | \$19.70             | \$20.00             |
| Head Groundskeeper:       | \$22.75             | \$23.17             | \$23.59             | \$24.00             |
| Asst. Maint. Tech./       |                     |                     |                     |                     |
| District Painter          | \$22.33             | \$22.33             | \$22.33             | \$22.33             |
| H.S. Night Supervisors    | \$19.79             | \$19.79             | \$19.79             | \$19.79             |
| Maintenance Mechanic:     | \$22.83             | \$23.33             | \$23.83             | \$24.33             |
| Maintenance Technician:   | \$24.83             | \$25.33             | \$25.83             | \$26.33             |
| Preventative Maint. Tech: | \$21.00             | \$21.00             | \$21.00             | \$21.00             |
| Vehicle Maint. Assistant: | \$15.79             | \$15.89             | \$15.99             | \$16.09             |

### **OCMA Pay Rate Increases**

For the 2021-2022 Contract Year, all OCMA covered employees shall have a base pay rate equal to or greater than the starting rate of pay listed in their respective job classification above.

For the 2021-2022 Contract Year, all OCMA covered employees who were in an "active" status on the June 30, 2020 payroll and who are active on the payroll as of the date of ratification shall receive a one-time lump sum payment of \$1,750. This payment shall be in lieu of any other pay rate increase for the 2021-2022 contract year.

| <b><u>2021-2022</u></b> | <b><u>2022-2023</u></b> | <b><u>2023-2024</u></b> | <b><u>2024-2025</u></b> |
|-------------------------|-------------------------|-------------------------|-------------------------|
| \$0.00                  | \$1.00                  | \$1.00                  | \$1.00                  |

**Lead Custodian Differential**

A Lead Custodian position will be established at each Junior High School and at buildings with a third shift. A Lead Custodian is an existing custodian in the building. The Lead Custodian will be appointed by the Principal and will be evaluated on an annual basis. Upon appointment, the Lead Custodian will receive an hourly differential of .50 per hour (includes IMRF.) Please note: the Lead Custodian .50 per hour differential does not transfer to another employee in the event the Lead Custodian is absent from work.

Duties of the Lead Custodian include but are not limited to serve as the main contact for setup and teardown for building rentals and/or building activities.

**Third Shift Pay Differential**

All employees working more than half their shift hours after 11pm and before 6am will be given an additional \$0.25 per hour.

**Building Engineer Leave Coverage**

In the event a Building Engineer is on a planned absence of more than three (3) days, the custodian who fills in for the Building Engineer will receive the starting Building Engineer A hourly rate beginning on day four (4) of the assignment. Building Engineer leave coverage must be noted on the custodian's timecard in order to process the pay adjustment.

## APPENDIX B

### OSWEGO SCHOOL DISTRICT 308 CUSTODIAN / MAINTENANCE / MECHANIC PERFORMANCE EVALUATION

Employee:

Date of Employment:

Building:

Job Title:

Reason for Evaluation:    ☐ *Annual*    ☐ *End of probationary period*    ☐ *Other*

Ratings:    (E) = Exceeds Expectations  
              (M) = Meets Expectations  
              (N) = Needs Improvement  
              (U) = Unsatisfactory

#### SKILLS:

#### COMMENTS:

|   |  |
|---|--|
| <b>I. ATTENDANCE</b><br>Is punctual<br>Maintains acceptable attendance record<br>Observes time requirements of job<br>Other   |  |
| <b>II. ATTITUDE</b><br>Is dependable and reliable<br>Accepts suggestions<br>Is willing to learn new techniques<br>Communicates appropriately with others<br>Upholds district policy<br>Dresses appropriately for position<br>Is cooperative; works well with supervisor and others<br>Maintains professional relationship with parents, students, and staff<br>Demonstrates tactfulness with public<br>Maintains confidentiality<br>Other |  |
| <b>III. INITIATIVE</b><br>Demonstrates understanding of assigned duties<br>Responds positively to directions<br>Uses District resources appropriately<br>Assists others willingly<br>Works independently<br>Seeks clarification or assistance as needed<br>Reacts appropriately in emergencies<br>Other   |  |

**IV. JOB SKILLS**

Possesses adequate job skills  
Maintains equipment and tools  
Maintains proper inventory  
Produces quality work  
Follows directions  
Is safety conscious  
Performs other duties as assigned

**V. SUPERVISOR'S COMMENTS:****VI. EMPLOYEE COMMENTS:****VII. GOALS FOR IMPROVEMENT:**

**VIII. EMPLOYMENT RECOMMENDATION:**

☐ Reemployment    ☐ Remediation    ☐ Termination (probationary period)

**Employee acknowledgement:**

I have reviewed this document and discussed the contents with my supervisor. My signature signifies that I have been advised of my performance status and does not necessarily imply that I agree with the evaluation.

---

Employee signature / date

---

Supervisor signature / date

**APPENDIX C**

**OSWEGO CUSD 308, DEPARTMENT OF BUILDINGS AND GROUNDS**

DISCIPLINARY WARNINGS

TYPE OF WARNING                      \_\_\_\_\_ VERBAL\*      \_\_\_\_\_ WRITTEN\*\*

NAME OF EMPLOYEE: \_\_\_\_\_

DATE ISSUED: \_\_\_\_\_

REASON: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

cc:     Employee  
       Association  
       Supervisor's File

\*Said verbal warning shall expire on (1) year from date of issue

\*\*Said written warning shall expire (2) years from date of issue

Per Article VIII. L.

**APPENDIX D**  
**MAINTENANCE/CUSTODIAL PERSONNEL**

**TRAINING CLASS APPROVAL**

I, \_\_\_\_\_, would like approval of the class and fees listed below.  
Upon approval and certificate of completion, I understand I will be entitled to a refund of  
class fees as listed in our contract.

Please list class and fees below

| <u>Institution</u> | <u>Title of Class</u> | <u>Dates of Class</u> | <u>Class Fees</u> |
|--------------------|-----------------------|-----------------------|-------------------|
| _____              | _____                 | _____                 | _____             |

|                      |                 |                                 |
|----------------------|-----------------|---------------------------------|
| Approved/Disapproved | _____<br>(Date) | _____<br>Director of Operations |
|----------------------|-----------------|---------------------------------|