

AGREEMENT

Between

**QUINCY SCHOOL DISTRICT 172
BOARD OF EDUCATION**

And

**QUINCY CUSTODIAL STAFF
LOCAL 4350**

July 1, 2008 – June 30, 2012

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Preamble

This agreement ("Agreement"), between the Board of Education ("Board") of Quincy School District No. 172 ("District"), Adams County, Illinois, and the Quincy Custodial Staff, Local 4350, affiliated with the Illinois Federation of Teachers, American Federation of Teachers, AFL-CIO, ("Union"), incorporates a number of understandings which derive from the parties' commitment to establish and maintain a harmonious working relationship and the recognition by the Board and the Union that they have a common responsibility to work together toward the achievement of this goal. It is the intent of both parties that the relationship that results from this Agreement be one of good faith and mutual respect.

ARTICLE I RECOGNITION

- 1.1 The Board recognizes the Union as the sole and exclusive negotiating agent for all full-time janitorial and custodial employees, including groundskeeper, and stadium keeper ("Custodian(s)") but excluding supervisors, guards, Head Start custodian, high school building engineer, managerial, and maintenance employees.
- 1.2 The Board agrees not to enter into contract negotiations in regard to hours, wages, and working conditions with any individual, group, or organization of Custodians covered by this Agreement, other than its duly elected representatives, for the duration of this Agreement. Nothing herein shall preclude individuals or other organizations from presenting their views and recommendations to the Board or administrative staff at any time.
- 1.3 Definitions

As used in this Agreement, the following definitions will apply:

- .1 Agreement – agreement between the Board and the Union.
- .2 Bargaining Unit - employees of the District as listed in Paragraph 1.1 of this Agreement.
- .3 Board – The Board of Education of the District.
- .4 Custodian(s) - a member of the Bargaining Unit, unless otherwise specified.
- .5 day(s) - a calendar day, unless otherwise specified.
- .6 District – Quincy School District #172, Adams County, Quincy, IL.
- .7 Grievance – a written complaint by a Custodian or the Union that there has been an alleged violation, misrepresentation, or misapplication of the specific provision of this Agreement.
- .8 Grievant – a Custodian or the Union who presents a Grievance.
- .9 Immediate Family – parent(s), step-parent(s), spouse, brother(s), sister(s), child(ren), foster child(ren), as defined by the DCFS, grandparent(s),

grandchild(ren), dependent(s), as defined by the IRS, and legal guardian(s) or the corresponding relative of the Custodian's spouse.

- .10 Superintendent - the superintendent of the District or his/her designee unless otherwise specified.
- .11 Union – Quincy Custodial Staff, Local 4350, affiliated with the Illinois Federation of Teachers, American Federation of Teachers, AFL/CIO.
- .12 Work Year - July 1 through June 30.

ARTICLE II BOARD AUTHORITY

- 2.1 It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools, and the direction of Custodians are vested exclusively in the Board. It is the duty of all Custodians to carry out the policies and regulations as stipulated by the Board. The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the schools, and the direction of Custodians shall be final except, to the extent the Board has exercised its discretion by entering into a provision pertaining to such subjects in this Agreement.

ARTICLE III NO STRIKE

- 3.1 During the term of this Agreement and any extension thereof, no Custodian covered by this Agreement, nor the Union, nor any person acting on behalf of the Union shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the District's premises, any strike, slowdown or other refusal to render full and complete services to the District, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the District. It is understood and agreed that any Custodian violating this provision of the Agreement shall be subject to disciplinary action by the Board up to and including dismissal.

ARTICLE IV NEGOTIATION PROCEDURE

- 4.1 The Board and the Union agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith wages, fringe benefits and working conditions.
- 4.2 Negotiations on successor agreements shall begin no later than May 1, unless both parties agree to an alternate date. Meeting shall be held as necessary at times and places agreed to by both parties.
- 4.3 Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations and to reach tentative agreements which shall be presented respectively to the Union and the Board for ratification.

- 4.4 Each party to negotiations shall select its negotiating representatives provided that the Board shall not select a Custodian, and the Union shall not select any District administrator.
- 4.5 During negotiations, tentatively agreed upon material shall be prepared for the Board and the Union and signed prior to the adjournment of the meeting at which such agreement was reached.
- 4.6 When the Union and the Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Union for ratification and to the Board for approval.
- 4.7 If a tentative agreement is not reached on all items within thirty (30) days prior to the scheduled start of the school term, either party may declare to the other in writing that an impasse exists. When an impasse has been declared, the parties will jointly request the Federal Mediation and Conciliation Service appoint a mediator from its staff. Should the Federal Mediation and Conciliation Service be unavailable, the parties shall mutually agree upon a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified. The costs of mediation shall be shared equally by the Union and the Board.

ARTICLE V
CUSTODIAN AND UNION RIGHTS

- 5.1 The Board and the Union recognize that each Custodian has the right to join or not to join any organization for the Custodian's professional or economic improvement, and membership in any organization shall not be required as a condition of employment.
- 5.2 The Board and the Union agree that they will not discriminate against any Custodian with respect to hours, wages, terms or conditions of employment by reason of the Custodian's membership in the Union or participation in any Grievance.
- 5.3 The Board and the Union agree that they will not discriminate against any Custodian for reasons of color, race, sexual orientation, marital status, religious affiliation, age, sex or national origin.
- 5.4 When a Custodian is required to appear before the Board concerning any matter which could adversely affect that Custodian's position, employment or salary, the Custodian shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a personal representative at said meeting.
- 5.5 A Custodian shall have the right, upon request and at a time mutually convenient to the parties, to review the contents of his/her own personnel file as maintained by the District. Privileged information, such as letters of reference, shall be specifically exempted from such a review. A Custodian may write a response to any material contained in his/her personnel file and this response will also be placed in the Custodian's personnel file.
- 5.6 The Union shall have the right to post official notices of its activities and matters of Union concern on designated bulletin boards. The principal or immediate supervisor may direct the removal of any items posted on the bulletin board which in the principal's or immediate supervisor's judgment may be offensive, in poor taste or not appropriate for display.
- 5.7 The Union shall have the right to use Custodian mailboxes and interschool mail service for communication with Custodians.
- 5.8 In order to promote the free flow of information between the Union, the District, and the Board, the Union and the District agree to establish a Consultation Committee composed of three representatives of the Union selected by the Union, the President of the Board, and the Superintendent. The Consultation Committee shall meet at mutually agreed upon times, but in no event less than four (4) times per year, to discuss matters of mutual concern.
- 5.9 The Union shall be furnished regular and routine financial information prepared for the Board on a monthly basis. Requests for information shall not be unreasonably denied and the information shall be provided within a reasonable amount of time. Nothing herein shall require the District to research and assemble information.

5.10 Fair Share

- .1 It is recognized that the Union's duties as the sole and exclusive bargaining agent entail expenses which appropriately are shared by all Custodians who are beneficiaries of said Agreement. To this end, if a Custodian does not join the Union, such Custodian will:
 - .1 Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Union; or
 - .2 Pay directly to the Union a like sum.
- .2 In the event such an authorization is not signed or such payment is not made within thirty (30) days following the commencement of employment of the Custodian or the effective date of this Agreement, whichever is later, the District shall, after notification in writing from the Union, deduct such amount in equal payments from the regular salary check of the Custodian.
- .3 The Union shall annually certify to the District the amount constituting each non-member Custodian's share, which amount shall include only such expenses as qualify for inclusion in the Fair Share fee pursuant to the rules and regulations of the Illinois Educational Labor Relations Board. Such certification shall be made in writing by the Union president and submitted to the District's business office on October 1 of each year. In the event a Custodian objects to the amount of such fee, the Union shall place the objecting Custodian's fees in a blind escrow or blind trust pending final determination of the appropriateness of the fee imposed. Such determination shall be made only after a full hearing before the Illinois Educational Labor Relations Board or any impartial fact-finder appointed by the IELRB. If the Custodian is entitled to a refund, the Custodian shall receive such refund plus any interest earned on the refund during pendency of the action.
- .4 If a non-member Custodian declares the right of non-association based upon *bona fide* religious tenets or teaching of a church or religious body of which such Custodian is a member, such Custodian shall be required to pay an amount equal to the Custodian's proportionate share to a non-religious charitable organization mutually agreed upon by the Custodian and the Union. If the Custodian and the Union are unable to reach agreement on the matter, the charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.
- .5 The Union, the Illinois Federation of Teachers, AFL-CIO, and the American Federation of Teachers, AFL-CIO, agree to defend, indemnify and hold the Board and the District harmless against any claims, demand, suit or other form of liability which may arise by reason of any action taken by the Board and/or the District in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's and/or District's failure to comply with the obligations imposed upon it by this Section.

ARTICLE VI
GRIEVANCE PROCEDURE

6.1 Definitions

A grievance ("Grievance") shall mean a written complaint by a Custodian or the Union that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement. A grievant ("Grievant") is a Custodian or the Union who presents a Grievance.

6.2 Purpose

Every Custodian shall have the right to present Grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid Grievances which may arise.

6.3 Bypass - By mutual agreement, any step of the Grievance procedure may be bypassed.

6.4 Representation

The Grievant has the right to representation of choice in all steps of the Grievance procedure, including the informal meeting with the most immediate supervisor. The Grievant shall be present at all Grievance discussions unless the District, Union and the Grievant mutually agree that the Grievant's presence is not desirable or necessary. When the presence of the Grievant at a Grievance hearing is required by either party, illness or incapacity of the Grievant shall be grounds for any necessary extension of Grievance procedure time limits.

6.5 Time Limits

A Grievance must be filed within fourteen (14) days of the occurrence of the event or within fourteen (14) days of when the Grievant should have reasonably known of the event which gave rise to the Grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the Grievance as rapidly as possible.

6.6 Constraints

Any investigation or other handling or processing of any Grievances by the Grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the custodial program and related work activities of the Grievant or of the District's employees.

Failure of a Grievant or the Union to act on any Grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the Grievant to proceed to the next step. Time limits may be extended by mutual agreement.

If the Union or any Custodian files any claim, charge, cause of action or complaint in any forum other than under the Grievance procedure of this Agreement, the District shall not be required to participate, process or arbitrate or further participate, process or arbitrate a Grievance hereunder based on the same set of facts. This provision constitutes an express waiver by the Union and all Custodians represented by the Union of their rights to file, process and arbitrate any Grievance which is based on the same set of facts which form the basis of any claim, charge, cause of action or complaint which has been filed in any other forum.

6.7 Procedure

Step One

It is desirable for a Custodian and the immediate supervisor to resolve problems through free and informal communications. Therefore, before a Grievance is filed, the Custodian or the Union shall discuss the complaint with the most immediate supervisor.

Step Two

If the complaint cannot be resolved informally, the Custodian or the Union shall file the Grievance in writing with the immediate supervisor, who shall certify by signature the date and hour the Grievance was received. This certification shall be witnessed by the Grievant. The written Grievance shall state the nature of the Grievance, shall note the specific clause or clauses of the Agreement which are applicable and shall state the remedy requested. The filing of the formal written Grievance must be within fourteen (14) days from the date of the occurrence of the event giving rise to the Grievance. The supervisor shall make a decision on the Grievance and communicate it in writing to the Grievant and the Superintendent within fourteen (14) days after receipt of the Grievance.

Step Three

In the event a Grievance has not been satisfactorily resolved at the second step, the Grievant shall file, within ten (10) days of the immediate supervisor's written decision at Step Two, a copy of the Grievance with the Superintendent. Within ten (10) days after receipt of the Grievance, the Superintendent shall meet with the Grievant to resolve the Grievance. The Superintendent shall file an answer within ten (10) days of the third step Grievance meeting and communicate it in writing to the Grievant and the immediate supervisor.

Step Four

If the Grievance is not satisfactorily resolved at Step Three, the Grievance shall proceed to binding arbitration. The Union shall submit to the Superintendent a written request on behalf of the Union and the Grievant to enter into binding arbitration. This request must be submitted within twenty (20) days of receipt of the Step Three answer.

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Union requests binding arbitration, the two parties will request the American Arbitration Association provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. Expenses for the arbitrator's services shall be borne equally by the District and the Union.

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the District and the Union and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE VII
EMPLOYMENT CONDITIONS

- 7.1 Custodial daily work schedules vary according to individual school and job needs. The daily work schedule is decided upon by the Custodian's immediate supervisor in relation to the school's needs.
- 7.2 All full-time Custodians shall work forty (40) hours per week. Any time spent by a Custodian traveling between two or more buildings shall count as time worked in that work week.
- 7.3 The regular work week shall start on Monday at 12:01am and conclude on Sunday at 12:00 pm. Any forty (40) hours worked during this time period shall equal a regular work week. Normally, the work week would include five (5) eight (8) hour work days, but this may be adjusted to meet specific job needs as determined by the immediate supervisor.
- 7.4 Overtime is earned only for those hours worked in excess of forty (40) hours during the regular work week. Sick leave, funeral leave, Thanksgiving Day and the day after Thanksgiving may count toward the forty (40) hour requirement to qualify for overtime.
- 7.5 On days during the school year when staff is not present in District buildings, the District may request a building check to be assured that there is no temperature or other situations that would prevent a building from being ready for student or staff attendance. The District will request a Custodian normally assigned to each building to perform such check. The Custodian performing the check will be paid for the amount of time required to complete the task, but in no case less than one (1) hour.
- 7.6 Filling Vacancies
- .1 Any custodial position that becomes vacant and for which the District intends to hire a replacement will be advertised and posted for a period of at least five (5) working days.
 - .2 Only members of the Bargaining Unit will be considered for the vacant custodial position except as specified in #6 below.
 - .3 From the Bargaining Unit applicants, the top two (2) applicants for the position will be chosen by the building administrator or his/her designee.
 - .4 The "first choice" applicant selected will be placed in the position. Upon placement in the position, the applicant will have a forty-five (45) day probationary period unless modified at any time by both applicant and District as provided in #7 below. During this forty-five (45) day probationary period, the applicant at his/her discretion may elect to return to his/her original position at any time for any reason. During this same forty-five (45) day probationary period, the building administrator at his/her discretion may choose to reassign the applicant to his/her original position after thirty (30) days but before forty-five (45) days for any reason.
 - .5 In the event the "first choice" applicant elects or is reassigned to his/her original position, the "second choice" applicant will be assigned to the position under the terms specified in #4 above.

- .6 In the event the “first choice” and “second choice” applicants elect to return or are reassigned to their original positions (under #4 above) and they are the only Bargaining Unit applicants, or there were no Bargaining Unit applicants for the vacant position, the position will be filled in whatever manner the District determines.
- .7 At any time subsequent to the commencement of the probationary period, the District and the applicant may agree to shorten or terminate the probationary period in the interest of all affected parties.

ARTICLE VIII
SENIORITY AND REDUCTION IN FORCE

8.1. Seniority

.1 A seniority list shall be developed for Custodians. Seniority shall be determined by the date on which a full or part time Custodian is officially hired by the District. Each Custodian will be listed on the classified seniority list in the order of his/her hire date. If a Custodian leaves a Bargaining Unit position for another position in the District, the seniority date of the original Custodian's position(s) shall be retained on the classified seniority list.

.2 Classified Seniority List Exceptions

The Union shall have thirty (30) days from February 1 of each year to file exceptions to the seniority list. Exceptions shall be filed with the Superintendent.

.3 Loss of Seniority

All seniority shall be lost upon resignation, retirement, dismissal or upon layoff when recall rights expire.

.4 Reduction in Force

Seniority by hire date will prevail unless qualification and/or testing would result in an unfilled position required by the District.

.5 Reduction in Force and Recall Rights

1. Any Custodian dismissed solely as the result of the decision of the Board to reduce the number of Custodians shall be given written notice at least thirty (30) days before the end of the school term, together with a statement of honorable dismissal.
- .2 A Custodian shall have the right of recall within one (1) calendar year from the beginning of the following school term. A Custodian's salary, benefits and previously accrued seniority hire date will not be affected if recalled during this time. However, service credit for the purpose of placement on the salary schedule will not accumulate during the layoff. A Custodian will be offered these vacant or newly created positions in inverse order of his/her previous seniority hire date.
- .3 If a Custodian is involuntarily moved through a reduction in force to a position in another salary category where the Custodian would receive a lesser salary than in the Custodian's previous assignment, the Custodian shall receive the same salary as the previous year. This salary shall remain at the same amount until the year where the Custodian's new salary schedule will exceed this previous amount.

ARTICLE IX
EVALUATION AND DISCIPLINE

9.1 Evaluation

- .1 All Custodians will be evaluated on a continuous basis by the immediate administrator, director, or supervisor in charge of the Custodian under the direction of, and in cooperation with the chief business administrator.
- .2 Any Custodian whose work is adjudged unsatisfactory or who does not comply with the rules, regulations and policies of the administrative division to which the individual is assigned, the district administrative handbook, or of the Board, may be suspended, discharged, or held on the salary schedule.
- .3 A Custodian whose work performance is considered as being outstanding and/or significantly over and above normal expectations will be considered for a one-time bonus payment of not less than \$100 nor more than \$500. The determination as to which Custodians qualify for a work performance bonus payment, and the amount of the bonus payment, will be the responsibility of the Superintendent upon recommendation of the Custodian's immediate supervisor and the central administrative staff. The decision of the Superintendent shall be final and not grievable. The receipt of a work performance bonus payment does not preclude the employee from being considered for additional work performance bonus payments in subsequent years.
- .4 Within five (5) days of completion of an evaluation, the immediate supervisor will meet and discuss the evaluation with the Custodian.
- .5 The Custodian will be notified of any deficiencies and may be given guidance, if necessary, to improve his/her performance.

9.2 Discipline

.1 Disciplinary Procedures

A Custodian may be disciplined with just cause for violation of work rules, and in addition thereto, for acts or omissions to act which unnecessarily endanger the health, safety or property of students, other District employees or members of the public. Disciplinary action will be administered in a timely manner and as not to cause unnecessary embarrassment to the Custodian.

The Union and Board subscribe to the concept of progressive corrective discipline. While it is desirable to follow the normal sequence of progressive corrective discipline, an infraction may be of such a serious nature as to warrant more severe actions immediately. Steps of progressive corrective discipline are: (1) verbal warning, (2) written warning, (3) written reprimand, (4) suspension without pay, and (5) termination.

Discipline will be issued for just cause and will be issued as soon as practicable after the District becomes aware of the event or action giving rise to the discipline. An effort will be made to administer such discipline within thirty (30) days of the time the District becomes aware of the event or action giving rise to the discipline. In the event the District is unable to obtain evidence to support its charges due to matters beyond its control, the Custodian and the Union will be notified within a thirty (30) day period that

discipline may be administered at a later time when evidence becomes available to the District.

.2 Suspension With Pay

Nothing prohibits the Board or Superintendent from suspending a Custodian with pay pending an investigation of possible Custodian wrongdoing. Suspensions with pay are not deemed disciplinary.

.3 Just Cause Suspension Without Pay and Termination

Prior to the suspension without pay or termination of a Custodian, the Custodian shall have a right to a conference with the Superintendent. At the Custodian's request a Union representative will be present. The specific grounds forming the basis for the suspension or termination shall be made available to the Custodian and the Union in writing at least forty-eight (48) hours in advance of such conference. Only the Board after a due process hearing can terminate a Custodian.

ARTICLE X
LEAVES

10.1 Sick Leave

- .1 Each full-time Custodian shall be granted fifteen (15) sick leave days per Work Year, three (3) of which may be used for personal leave as provided in Section 10.2. No more than three (3) personal leave days may be used per Work Year. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate Family shall be defined as: parent(s), step-parent(s), spouse, brother(s), sister(s), child(ren), foster child(ren), as defined by DCFS, grandparent(s), grandchild(ren), dependents, as defined by the IRS, and legal guardians or the corresponding relatives of the Custodian's spouse.
- .2 Serious illness is defined as being an illness which an attending physician would designate, if requested, as sufficiently serious to require the presence of the Custodian at the bedside. Serious or personal illness may require written verification from the attending physician.
- .3 Unused sick leave shall accumulate without limit.
- .4 A Custodian employed for a period of time less than a Work Year will have his/her sick leave prorated according to the number of months employed in the Work year divided by 12 months. ($\# \text{ of months employed} / 12 \times 15 = \text{total sick days}$).
- .5 Maternity leave is granted for 6 weeks (42 calendar days) from the date of birth or adoption. A written request should be sent to the Personnel Office requesting the leave. Accumulated sick leave can be used for this period of time. An extension can be requested for an additional 2 weeks (14 calendar days) for a medical reason with a physician's written note. Accumulated sick leave can also be used for the extension. If a Custodian does not have accumulated sick days to cover the length of the absence, the days will be unpaid leave. Custodians desiring maternity leave should contact the Superintendent in writing as far in advance of such leave as possible.

10.2 Personal Leave

Personal leave shall be used for the purpose of handling personal business and no reason need be given. A written application for personal leave shall be made to the immediate supervisor. Notice of personal leave shall be given as early as possible in advance of the requested leave and except in emergency situations shall be at least two (2) days prior to the day of leave.

- .1 Personal leave days may not be taken on the first working day preceding or following a vacation or holiday, except in emergency situations as approved by the Superintendent.
- .2 On any particular day, there may be a limit as to the number of Custodians who may take personal leave from a particular building. The limit shall be one (1) at a K-3 building and two (2) at Baldwin, two (2) at Junior High and two (2) at Senior High, unless approved by administration.

10.3 Funeral Leave

In the event of a death in a Custodian's Immediate Family, or the death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law, funeral leave shall be allowed up to four (4) days per occurrence. One day of funeral leave shall be allowed for aunts, uncles, nieces or nephews or the corresponding relative of the Custodian's spouse.

10.4 Court Appearances

- .1 A Custodian called for jury duty when he/she is scheduled to work shall receive full salary during the time the Custodian is on jury duty.
- .2 A Custodian issued a court subpoena concerning matters relating to his/her employment by the District shall receive full salary during the time of required absence. This provision is not applicable if the Custodian is subpoenaed to testify under the following conditions:
 - .1 A matter in which either the Custodian, or any of the Custodian's Immediate Family, or any business associate have a financial interest.
 - .2 If the Custodian is a witness against the District, the Board or its representatives as a result of any legal actions commenced by or on behalf of the American Federation of Teachers AFL-CIO, Illinois Federation of Teachers, and the Union, its agents or members, or as the result of any legal actions arising from collective negotiations between the Union, and the Board.
 - .3 If the Custodian has been charged with negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the District and the Custodian is found guilty by a jury or court of the charges brought against such Custodian.
- .3 When a Custodian is excused from his/her court appearance, either temporarily or permanently, on any scheduled work day or a part of a scheduled work day, the Custodian shall promptly report to work to complete any remaining hours of the scheduled work day.

10.5 Extended Leave of Absence

- .1 The following conditions shall apply to all extended leaves of absence unless otherwise indicated:
 - .1 A request for an extended leave of absence shall be in writing to the Superintendent.
 - .2 To be eligible for an extended leave of absence, a Custodian must have completed a minimum of five (5) full years of continuous employment in the District.
 - .3 Granting of an extended leave of absence shall be at the discretion of the Board.

- .4 Leaves shall be limited to one (1) year from the effective date of the leave. Further extension of an extended leave of absence shall be at the discretion of the Board.
- .5 Extended leaves of absence will be without pay and salary increments shall not accrue during a leave of absence.
- .6 Accrued benefits earned at the time the leave begins shall be retained but no additional benefits shall accrue during the period of the leave.
- .7 A Custodian on extended leave shall upon written request be permitted to continue in the District's group insurance programs for a period of one (1) year from the date the leave begins, provided the Custodian pays the total medical insurance premium, which includes the District's share.
- .8 Written notice of intention to either return or resign shall be given to the Superintendent ninety (90) days prior to the expiration of the leave. Failure to furnish such written notice shall constitute a notice of resignation. No written notice is required to be sent from the District to the Custodian prior to this date. It is the responsibility of the Custodian to provide written notice to the District. These limits apply to all leaves except Board approved medical leave.
- .9 The District may require a Custodian on extended leave of absence to furnish a statement from a physician indicating whether a Custodian is capable of returning to work.
- .10 A Custodian returning from an extended leave of absence cannot be assured of placement in the same position which he/she held prior to going on leave of absence.
- .2 The following listed leaves shall be considered as extended leaves of absence under the provisions of this Section of the Agreement:

- .1 Extended Maternity/Adoption/Child-Rearing/Foster Child Placement Leave

A Custodian may be granted a leave of absence because of the forthcoming birth of a child, adoption of a child, or for the care of a child resulting from either a birth, adoption, or a foster child placement. Sick leave shall not be applicable during a period of maternity/adoption/child-rearing/foster child placement leave.

- .2 Military Leave

A Custodian inducted into the military service of the United States shall be granted an extended leave of absence for the period of his/her required service in the military.

- .3 Extended Medical Leave

A Custodian may apply for extended medical leave for health reasons. The request for such leave must be accompanied by a statement from a physician

indicating that such leave is necessary for the physical or emotional well-being of the Custodian. Such leave shall be granted upon receipt of said statement.

.4 Extended Personal Leave

A Custodian may apply for a leave of absence for personal reasons. Requests for personal leave must be submitted at least forty-five (45) days prior to the date when the leave is to begin. At least fifteen (15) days before the requested effective date of the leave, the Superintendent will make a recommendation to the Board in accordance with the best interests of the District as far as programs, students, and staff are concerned.

10.6 Union Leave

Designated representatives of the Union shall be allowed time to conduct Union business and/or attend meetings pertinent to Union matters without loss of salary, provided: the aggregate number of days in any Work Year shall not exceed eight (8) days and no one Custodian may use more than five (5) days; the Union will reimburse the District the costs for substitute Custodian for all days taken in excess of eight (8) days. A written request for such attendance shall be submitted to the Superintendent at least five (5) days in advance of the absence and shall state the specific purpose of the meeting, the date of the meeting, and the Custodian who will attend the meeting.

ARTICLE XI
COMPENSATION AND BENEFITS

11.1 Pay Procedure

- .1 A Custodian will be paid on the 15th of each month. If the 15th occurs on a Saturday, Sunday, or during a break, Custodians will be paid on the last school day preceding the 15th.
- .2 The salary of all Custodians covered by this Agreement will be in accordance with Schedule attached hereto and made a part hereof.
- .3 Initial Placement
 - A. Initial placement on the salary schedule for new Custodians to the District will always be at Step 0 for the first ninety (90) days of employment. Beginning Custodians will be placed on a ninety (90) day probation. After the probationary period, the District may give the new Custodian credit for previous experience earned outside of the District and thereby start the new Custodian on the regular salary schedule higher than Step 0
 - B. The new Custodian cannot be given more than one-half (1/2) of the years of experience earned outside of the District.
 - C. The experience credited for work outside of the District by the new Custodian must be in a field related to custodial or maintenance work.
- .4 Movement on Salary Schedule A Custodian whose employment begins between July 1 and December 31 will be eligible to advance to the next step on the salary schedule on the first July 1 after employment provided he/she has received a satisfactory evaluation. A Custodian whose employment begins between January 1 and June 30 will be eligible to advance to the next step on the salary schedule on the second July 1 after employment provided he/she received a satisfactory evaluation. Upon completion of each Work Year thereafter, a Custodian will advance to the next step on the salary schedule effective July 1 provided he/she has received a satisfactory evaluation.

11.2 Life Insurance

The District shall provide to a Custodian who works at least 20 hours per week \$10,000.00 in life insurance. In order to be eligible for life insurance coverage, a Custodian not participating in the District's health insurance program may be required by the insurance company to pass a physical examination

Health Insurance

- .1 The District shall provide health insurance coverage to a permanent Custodian whose hours of work qualify them as a .5 FTE (at least 4 hours per day and 20

hours per week). All regular/routine hours worked in any department of the District will be counted in determining a Custodian's FTE status. Coverage shall be as outlined in the Quincy Public Schools Group Medical Program booklet that will be made available to all Custodians.

- .2 The District shall set premiums each year as determined in the teacher's union contract. The sharing of the premium will be equal to the percentages determined in the teacher's union contract.
- .3 The amount of co-pays, deductible, out of pocket expense and premium shall be as outlined in Exhibit 1 attached and made a part of this Agreement.

11.4 Holidays

- .1 Only a full time Custodian who is employed on a 40 hours per week basis will receive holiday pay.
- .2 All days observed as holidays under the School Code and by the District are to be considered as holidays and observed as such including: 1) New Year's Day, 2) Martin Luther King's Birthday, 3) Presidents' Day, 4) Good Friday, 5) Memorial Day, 6) July 4th, 7) Labor Day, 8) Veteran's Day, 9) Thanksgiving, 10) Day after Thanksgiving, 11) December 24th, 12) Christmas Day, and 13) December 31. In the event any of these holidays are no longer required by the Illinois School Code or are not observed as holidays by the District, they will automatically be deleted as a holiday from this Agreement and shall be reinstated as work days.
- .3 When Christmas and New Year's fall on Saturday or Sunday, Friday or Monday will be observed.
- .4 When Christmas and New Year's fall on any other weekday, the holiday will be observed on that day.

11.5 Vacations

- .1 Twelve-month full-time employees shall be eligible for paid vacation days according to the following schedule:

<u>From:</u>	<u>Length of Employment</u>	<u>Monthly Accumulation</u>	<u>Maximum Vacation Leave Earned Per Year</u>
Beginning of employment		0.83 Days	10 Days per year
Beginning of year 7		1.25 Days	15 Days per year
Beginning of year 15		1.67 Days	20 Days per year

Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

- .2 Custodians are encouraged to use their vacation days each Work Year. No more than five (5) unused vacation days may be carried over to the next Work Year.

Any unused vacation days in excess of five (5) will not be carried over and will be lost. Exceptions to the five-day carryover limit may be made as determined by the Director of Maintenance and approved by the Superintendent.

- .3 In general, Custodians may take vacation any time during the Work Year. However, all vacation must be scheduled with the prior approval of the Director of Maintenance.
- .4 Should a legal holiday fall on a regular work day during the Custodian's vacation, he/she may take the first work day following the end of his/her vacation or the day preceding his/her vacation. This day will not be allowed at any other time.

ARTICLE XII
EFFECT OF AGREEMENT

12.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

12.2 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

12.3 Waiver of Additional Bargaining

The parties hereby acknowledge that the terms and conditions included in this Agreement represent the full and complete understanding between the parties. The Board and the Union, for the life of this Agreement, each waives any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this Agreement was negotiated or signed and that any bargaining will be limited to a successor agreement, except that with the written mutual consent of both parties, such matters may be discussed and the agreement modified.

12.4 Terms of Agreement

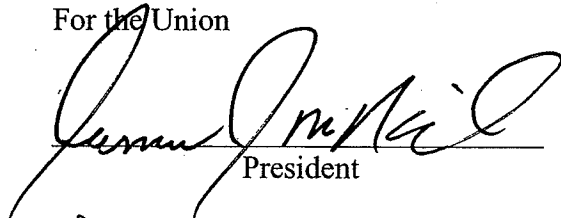
The terms of this agreement shall be effective July 1, 2008 and shall continue in effect until June 30, 2012.

12.5 The District agrees not to contract for custodial services and/or management of custodial services while this contract is in effect.

This Agreement is signed this 18th day of July, 2008.

For the Union

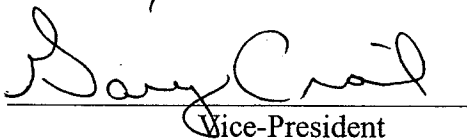
For the Board



President



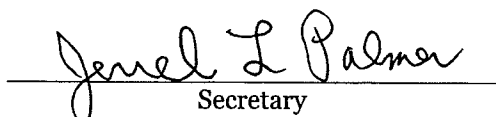
President



Vice-President



Vice-President



Secretary



Secretary

MEMORANDUM OF UNDERSTANDING #1

Between
Quincy Custodial Staff, Local 4350, Illinois Federation of Teachers
American Federation of Teachers, AFL-CIO
And
Board of Education
Quincy School District No. 172

The Board or its designees may negotiate individual retirement contracts with individual Custodians. Any such contract agreed to by the Board and the individual Custodian shall not be precedential nor establish a practice of the Board. The failure of the Board to agree to a retirement incentive negotiated under the provisions of this section shall not be subject to the grievance provisions.

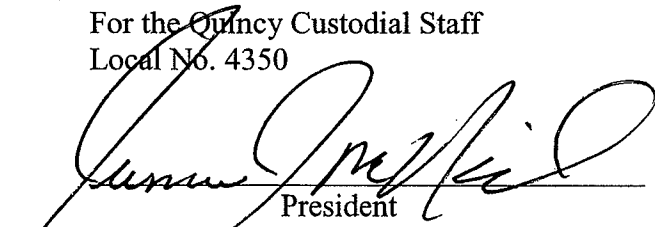
This Memorandum of Understanding is not part of the contract between the Board and the Union. For the purpose of bargaining any successor agreement, the status quo shall be regarded as if this Memorandum did not exist. This Memorandum of Understanding is effective throughout the duration of this contract.

SIGNED this 18th day of July, 2008.

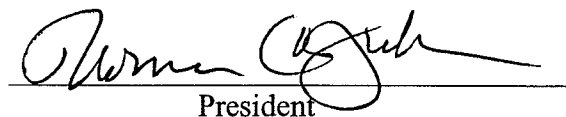
IN WITNESS WHEREOF

For the Quincy Custodial Staff
Local No. 4350

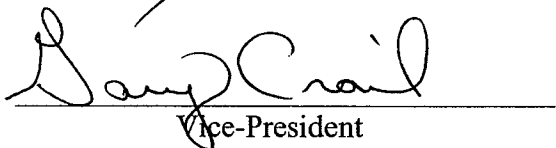
For the Board of Education
Quincy School District No. 172



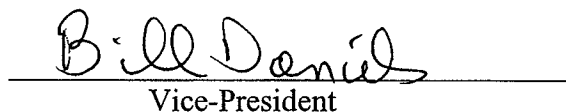
President



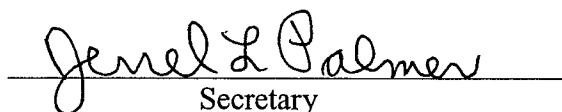
President



Vice-President



Vice-President



Secretary



Secretary

Custodial Salary Schedule 2008-09 through 2011-2012

	08-09	09-10	10-11	11-12
0	12.00	12.24	12.48	12.73
1	12.50	12.75	13.01	13.27
2	13.00	13.26	13.53	13.80
3	13.50	13.77	14.05	14.33
4	14.00	14.28	14.57	14.86
5	14.50	14.79	15.09	15.39
6	15.00	15.30	15.61	15.92
7	15.50	15.81	16.13	16.45
8	16.00	16.32	16.65	16.98
9	16.50	16.83	17.17	17.51
10	17.00	17.34	17.69	18.04
11	17.50	17.85	18.21	18.57

* All pull-offs will receive a 3% cost of living increase until which time their wage fits within the salary schedule.

* Second Shift pay differential \$.50 per hour.

Exhibit 1 District Health Insurance

As per the agreement between the Board of Education and the Quincy Federation of Teachers Local 809 for the period August 24, 2006 to August 23, 2010.

Medical Plan Information:

Copay Information		
Office Visit Copay	\$20	
Emergency Room Copay	\$75	
Deductible Information (per person)	<u>In Network</u>	<u>Out of Network</u>
Option A	\$475	\$725
Option B	\$625	\$925
Option C	\$775	\$1175
Annual Maximum Out of Pocket (per person)		
Local Network	\$2600	
Extended Network	\$3450	
Out of Network	\$5500	
(Annual Out of Pocket costs exclude deductible payments, copays, and costs that exceed "reasonable and customary.")		
Medical Costs	<u>District</u>	<u>Employee</u>
Local Network	In accordance with Plan Booklet	
Extended Network	In accordance with Plan Booklet	
Out of Network	In accordance with Plan Booklet	
Lifetime Benefit Maximum (per person)	\$2,000,000	

Deductible Notes:

- If you are enrolled in Employee + Children, after 2 covered members meet the deductible, all remaining members will have met their deductible.
- If you are enrolled in the Full Family, after 3 covered members meet the deductible, all remaining members will have met their deductible.
- Any amount that goes toward meeting the Local or Extended Network deductibles will also go toward meeting the Out of Network deductible.

Additional Notes:

- Out of network or extended network non-elective emergency treatments will be approved as Local Network charges for plan members.

Prescription Plan Information:

	Employee Copay	
	30 Day Supply	90 Day Supply
Non-Maintenance Brand	\$30 + 25% of next \$200 Max = \$80	\$75 + 25% of next \$500 Max = \$200
Non-Maintenance Generic	\$12 + 10% of next \$100 Max = \$22	\$30 + 10% of next \$250 Max = \$55
Maintenance Brand*	\$50	\$125
Maintenance Generic	\$20	\$50

* Maintenance Brand prescriptions will be priced at a maintenance generic price if a maintenance generic equivalent is not available.

Open Enrollment

All employees will be allowed to change insurance coverage or enroll themselves or their dependents in the District's Health Insurance Plan each year. The enrollment or change in coverage must follow the open enrollment and pre-existing conditions guidelines set forth in the Quincy Public School Group Medical Program Booklet. Each employee wishing to make a change must declare in writing to the Insurance Coordinator the insurance coverage (Employee, Employee plus Children, Employee plus Spouse or Full Family) in which he/she chooses to enroll. This request must be received between August 15th and September 15th of each year.

Appeals Process

Participants must notify the Insurance Coordinator in writing and will be processed according to the plan document.

Standard Monthly Premium Information

The District and the employee will share the cost of the health insurance premium. An employee who qualifies as a .75 FTE or above will pay the standard employee premium as determined by the monthly health insurance premium chart.

The District will pay 90% of the total single coverage premium and the employee will pay 10% of the total single coverage premium. For those employees that choose dependent coverage (employee + children, employee + spouse, or full family) Option A, the District will pay 68% of the total premium and the Employee will pay 32% of the total premium.

An employee who selects Option B will pay 75% of the Option A employee premium (Option B = .75 x Option A) and an employee who selects premium Option C will pay 57.5% of the Option A employee premium (Option C = .575 x Option A).

The total premium for employee + children is calculated as 1.75 X the total single coverage premium.
The total premium for employee + spouse is calculated as 2.00 X the total single coverage premium.
The total premium for full family is calculated as 2.50 X the total single coverage premium.

The District may increase the total single coverage premium each plan year (October 1 thru September 30) up to a maximum of 8% over the previous year's total single coverage premium. The premiums for dependent coverage (employee + children, employee + spouse, or full family) will be increased according to the formulas in the three preceding paragraphs.

Pro-rated Monthly Premium Information

An employee who qualifies as less than a .75 FTE but at or above a .5 FTE will pay a higher premium as determined by the formula below. An employee's hours or FTE status will be rounded to the nearest hours (FTE) standard listed below to determine premium. However, no rounding up will be done to qualify for the 4.0 hour per day, 20 hours per week (.5000 FTE) standard. An employee qualifying at less than .5 FTE is not eligible to be covered under the District health program.

<u>Hours (FTE)</u>			<u>Board's Share</u>	<u>Employee's Share</u>
Daily	Weekly	FTE		
6.0	30.0	(.7500)	Standard %	Total Premium – Board Share
5.5	27.5	(.6875)	.9167 x Standard %	Total Premium – Board Share
5.0	25.0	(.6250)	.8333 x Standard %	Total Premium – Board Share
4.5	22.5	(.5625)	.7500 x Standard %	Total Premium – Board Share
4.0	20.0	(.5000)	.6667 x Standard %	Total Premium – Board Share

Examples:

Single Coverage – 0.5 FTE or 20 hours weekly or 4.0 hours daily

Board's Share = $\$450 \times .90 \times .6667 = \270.01

Employee's Share = $\$450 - \$270.01 = \$179.99$

Employee + Children Option A – 0.6875 FTE or 27.5 hours weekly or 5.5 hours daily

Board's Share = $\$787.50 \times .68 \times .9167 = \490.89

Employee's Share = $\$787.50 - \$490.89 = \$296.61$

**Monthly Premiums
Teachers & Paraeducators**

October 1, 2008 - September 30, 2009

Single Coverage				
Total Premium \$524.88				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$52.49	
5.5	27.5	0.6875	\$91.84	
5.0	25.0	0.6250	\$131.24	
4.5	22.5	0.5625	\$170.59	
4.0	20.0	0.5000	\$209.94	

Employee + Spouse Coverage				
Total Premium \$1049.76				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$335.92	\$251.94
5.5	27.5	0.6875	\$395.39	\$296.54
5.0	25.0	0.6250	\$454.92	\$341.19
4.5	22.5	0.5625	\$514.38	\$385.79
4.0	20.0	0.5000	\$573.85	\$430.39

Employee + Children Coverage				
Total Premium \$918.54				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$293.93	\$220.45
5.5	27.5	0.6875	\$345.96	\$259.47
5.0	25.0	0.6250	\$398.05	\$298.54
4.5	22.5	0.5625	\$450.08	\$337.56
4.0	20.0	0.5000	\$502.11	\$376.58

Full Family Coverage				
Total Premium \$1312.20				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$419.90	\$314.93
5.5	27.5	0.6875	\$494.23	\$370.67
5.0	25.0	0.6250	\$568.65	\$426.49
4.5	22.5	0.5625	\$642.98	\$482.24
4.0	20.0	0.5000	\$717.31	\$537.98

The figures for the 2008-2009 plan year assume an 8% increase in the full premium.

**Monthly Premiums
Teachers & Paraeducators**

October 1, 2009 - September 30, 2010

Single Coverage				
Total Premium \$566.87				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$56.69	\$208.61
5.5	27.5	0.6875	\$99.19	\$245.54
5.0	25.0	0.6250	\$141.73	\$282.51
4.5	22.5	0.5625	\$184.23	\$319.43
4.0	20.0	0.5000	\$226.73	\$356.36

Employee + Spouse Coverage				
Total Premium \$1133.74				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$362.80	\$272.10
5.5	27.5	0.6875	\$427.02	\$320.27
5.0	25.0	0.6250	\$491.32	\$368.48
4.5	22.5	0.5625	\$555.53	\$416.65
4.0	20.0	0.5000	\$619.75	\$464.81

Employee + Children Coverage				
Total Premium \$992.02				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$317.45	\$238.09
5.5	27.5	0.6875	\$373.64	\$280.23
5.0	25.0	0.6250	\$429.90	\$322.43
4.5	22.5	0.5625	\$486.09	\$364.57
4.0	20.0	0.5000	\$542.28	\$406.71

Full Family Coverage				
Total Premium \$1417.18				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$453.50	\$340.13
5.5	27.5	0.6875	\$533.77	\$400.33
5.0	25.0	0.6250	\$614.15	\$460.61
4.5	22.5	0.5625	\$694.42	\$520.82
4.0	20.0	0.5000	\$774.69	\$581.02

The figures for the 2009-2010 plan year assume an 8% increase in the full premium.