

**MEMORANDUM OF
UNDERSTANDING REGARDING
CUSTODIAL/MAINTENANCE
POSITIONS**

This Memorandum of Understanding ("MOU") is made and entered into by the Governing Board of the Northwest Suburban Special Education Organization, Cook County, Illinois ("Governing Board" or "NSSEO") and the Northwest Suburban Special Education Association, Illinois Education Association/National Education Association ("Association" or "NSSEA") to establish the terms governing the addition of the following positions to the bargaining unit under the 2022-2026 Collective Bargaining Agreement ("CBA"): lead custodians, custodians, maintenance/custodian workers, floating facility workers and floating utility custodian.

Recitals

WHEREAS, the Illinois Educational Labor Relations Board issued an Order of Certification on June 30, 2023, that added the custodial/maintenance positions to the existing bargaining unit; and

WHEREAS, the Governing Board and the Association entered into a CBA on June 28, 2022; and

WHEREAS, the Governing Board and the Association wish to address and establish certain terms and conditions of employment regarding the custodial/maintenance positions under the existing NSSEA-ESP CBA.

It is hereby agreed between the Governing Board and the Association as follows:

1. Negotiation Agent. Section 1.1 of the NSSEA-ESP CBA shall be amended to include the custodial/maintenance positions. Section 1.1 shall read:

Included: All full-time and regularly employed licensed (certificated) personnel (including nurses), physical and occupational therapists, all aides/assistants, social workers, psychologists, technology support technicians, technology liaisons, network administrators, database managers and audiology assistants, lead custodians, custodians, maintenance/custodian workers, floating facility workers and floating utility custodian.

Excluded: The Director of Special Education, Assistant Director(s) of Special Education, principals and all other personnel who have authority to hire, transfer, assign, direct,

promote, discharge, discipline, evaluate or process grievances of other employees or having the responsibility to make recommendations on any of the above, and all supervisory, managerial, confidential and short-term employees as defined by the Illinois Educational Labor Relations Act, 115 ILCS 5/1 et seq.

2. Custodial/Maintenance Terms. The terms listed below apply only to the custodial/maintenance ESPs and shall be incorporated in the existing NSSEA-ESP CBA, which shall remain in effect until the last day of the work year in the June 30, 2026 school year.

3.2 Holiday Pay

Twelve-month ESPs, including custodial/maintenance employees, shall be paid for twelve (12) holidays. Custodial/maintenance employees required to work on a holiday shall be paid their regular rate of pay for all hours actually worked on the holiday, in addition to the holiday pay.

3.8D Custodial/Maintenance Work Week and Work Day. The normal work week work hours for custodial/maintenance employees shall be forty (40) hours per week and eight (8) hours per day including two fifteen (15) minute breaks and a thirty (30) minute unpaid duty-free lunch. The work week shall be considered Sunday through Saturday. If custodial/maintenance employees are required to work in excess of forty (40) hours in a work week, employees shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for all hours actually worked. Sick time will not count toward the employee's hours of work for overtime purposes. The rate of pay for work performed on a Sunday will be two (2) times the regular hourly rate for all hours actually worked. All overtime must be approved in advance by the Coordinator of Building and Grounds before working overtime.

3.16 Discipline/Dismissal

All new custodial/maintenance employees shall be employed on a probationary basis for ninety (90) days of the regular work year, starting on the first workday. Thereafter, any discipline or dismissal of a non-probationary custodial/maintenance employee shall be for just cause.

6.3 Salary Matrix

Effective with ratification of this MOU, all maintenance and custodian positions will be placed in Lane II of the current salary matrix at the appropriate step for years of service as follows:

Nicholas Cromer	\$21.73	\$45,198.40
Mark Hildebrandt	\$22.75	\$47,320.00
Ricardo Juarez	\$21.37	\$44,449.60
Timothy Martin	\$27.77	\$57,761.60
Gani Myftari	\$21.73	\$45,198.40

Nicholas Pokuta	\$20.74	\$43,139.20
Nehat Topalli	\$21.16	\$44,012.80
Richard Youngs	\$22.24	\$46,259.20
Edward Kryger	\$25.36	\$52,748.80

For the 2024-2025 and 2025-2026 school years, all custodial/maintenance positions will be paid the same negotiated increase pursuant to the applicable salary matrix in the current NSSEA-ESP bargaining agreement. If an employee’s current wage is greater than their step movement, the employee will not be eligible for step increases until the step increase exceeds the current rate of pay.

6.3B Longevity

Custodial/maintenance employees are eligible for the longevity increment in 6.3B.

6.4 Health Benefit Plan

Custodial/maintenance employees will receive the health benefit plan subject to the following provisions:

The Board shall contribute the full cost for individual hospitalization/major medical insurance for each custodial employee for the 2023-24 school year, the 2024-25 school year and the 2025-26 school year.

In addition, the Board shall provide dependent coverage at a monthly cost to the employee based on the percentage of the difference between individual and family coverage according to the percentage for the plan and school year indicated below.

School Year	HMO	PPO1	PPO2
2022-23	60%	N/A	60%
2023-24	50%	60%	60%
2024-25	50%	60%	65%
2025-26	50%	60%	65%

In addition, if the premium increase for a plan increases more than six percent (6%) for a given school year, the Board and the employee will split equally the increase exceeding six percent (6%).

6.6 Life Insurance

The Board shall provide \$50,000 term life insurance for each custodial/maintenance employee. Employees shall have the option to individually purchase additional insurance under the provisions of the carrier’s policy.

6.13 Stipends

Effective with ratification of this MOU, employees assigned to perform lead maintenance and custodian duties will receive the following annual stipend paid per current contract, prorated for any portion of the year for which duties are performed or the stipend is authorized:

Lead Custodian SLOEC -- \$6,000
Lead Custodian Kirk -- \$6,000
Lead Custodian Miner -- \$3,000
Lead Custodian Timber Ridge -- \$3,000
Lead Maintenance -- \$8,000

6.15 Call-back Pay (Lead Custodian/Maintenance)

In the event of an emergency call-back from the Coordinator of Building and Grounds, a lead custodian/maintenance will receive minimum of two (2) hours pay at the employee's overtime rate. Call-back responsibilities will be limited to the emergency responsibilities giving rise to the call-back. A call-back arises when employees are required to return to work after they have left the NSSEO premises upon completion of their assigned schedule of work.

Time used for the calculation of call-back pay begins upon the lead custodian/maintenance employee's arrival at an assigned place of work and ends upon the completion of assigned work. Travel time to and from work is not time worked.

Employees called in to begin work prior to the start of their assigned schedule and who work continuously, except for a lunch period, into their schedule are not eligible for "call-back" pay.

6.16 No-Pyramiding

Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

7.3 Personal Business Leave

Custodial/maintenance employees will receive the personal business leave under the current contract.

7.4 Sick Leave

D. Regular sick leave days for Custodians are granted as follows:

Custodial/maintenance employees are awarded one and a quarter (1.25) days per month or fifteen (15) days of paid sick leave annually. Sick leave is awarded at the beginning of the school year. Sick leave days for these employees shall not be prorated if they end their employment during the school year.

Sick leave shall accumulate and shall be credited for IMRF service credit as applicable. The total of all sick leave may accumulate to 340 days.

Custodial/maintenance employees may use the leave days for personal illness, quarantine at home or illness in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family shall be interpreted as siblings, children, parents, spouse, grandparents, grandchildren, parents-in-law, siblings-in-law, and legal guardians. In unusual circumstances, requests may be made to the Superintendent/designee, who may at his/her

discretion, grant the use of sick leave days for the illness of person(s) other than those included in the definition of immediate family.

7.5 Sick Bank Leave [New Paragraph E]

Custodial/maintenance employee shall have three (3) existing sick bank days transferred to the Association’s Bank and shall be eligible to withdraw from the Bank.

Custodial/maintenance employees hired after May 1, 2024, shall contribute three (3) days of sick leave to the Bank upon starting the fourth year of continued service and shall become eligible to withdraw from the Bank upon making such contributions. The Association will determine when participants in the Bank must contribute additional days.

7.12 Vacation (Custodial 12-month ESPs)

Each twelve-month custodial/maintenance employee will be awarded vacation leave annually as follows:

Number of Years	Employed Vacation Days
1-4	10
5-9	15
10 +	20

Any employee wishing to use vacation leave shall submit a request for approval to the Coordinator of Buildings and Grounds at least twenty (20) working days before the first day of the requested leave. If more than two (2) twelve-month custodial/maintenance employees request to use vacation in the same week, the requests may be granted, based on the timing of the request and operational needs. No more than two (2) consecutive weeks of vacation may be used at one time. Vacation days will not be granted for the last ten (10) days of school closing and the first ten (10) days of the school opening. No two custodians will be approved for benefit time off at the same building on the same date. Approval of vacation days will be provided to the custodial/maintenance employee within seven (7) working days of the requested leave.

Vacation days shall accrue monthly on a prorated basis. The Administration may at its discretion grant a twelve-month ESP’s request for an advance up to seven (7) vacation days, prior to the accrual of those days.

Twelve-month ESPs may carry over up to twelve (12) vacation days that are unused as of June 30th each year. Carry-over days must be used no later than the following December 31st or they will be scheduled at the Administration's discretion. In the event that a twelve-month ESP is unable to use vacation time that was requested and approved due to a work request initiated by the Administration, the twelve-month ESP may ask to carry over the vacation time they were unable to use because of the work request in addition to the twelve (12) carry-over already allowed.

3. No Violation of CBA / Nonprecedential in Effect. The Association agrees that the approval and implementation of this MOU will not be deemed a violation of the CBA. Further, except in the case of an alleged violation of this MOU, the terms and provisions of this MOU shall not establish precedent or past practice that would constitute a basis for a grievance or other action against the Governing Board by the Association or any bargaining unit employee. Except in the

case of an alleged violation of this MOU, neither the Association nor bargaining unit employees shall present or raise this MOU or its terms or conditions in any subsequent grievance or arbitration proceeding regarding the interpretation, application or implementation of the CBA.

**Governing Board, Northwest Suburban
Special Education Organization**

**Northwest Suburban Special Education
Association, NEA**

By: 
President


Authorized Signature

Attest: 
Secretary


Authorized Signature

Date: 5/1/2024

Date: 5/2/2024