



**ROCKFORD BOARD OF EDUCATION  
REQUEST FOR PROPOSAL ON SUPPLIES, MATERIALS, EQUIPMENT OR  
SERVICES FOR SCHOOL DISTRICT NO. 205  
ROCKFORD, ILLINOIS**

RFP No.        **21-17 Custodial Services**

DATE:         **February 17, 2021**

RE:            **ADDENDUM NO. 4**

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To All Bidders:

Included are modifications, clarifications and/or corrections for the Project Manual and are hereby made a part of the contract documents. Please attach this addendum to the Project Manual(s) in your possession. Please note the receipt of this addendum on the bid form. Bidders shall review changes to all portions of this work as changes to one portion may affect the work of another.

**If you plan to hand deliver your RFP submission on the due date, please note you must check in on the 2nd floor prior to coming to the bid opening. Please allow time for this as late submission will not be accepted.**

Refer all questions relative to the business aspect, Instructions to Bidders, Special Conditions, and questions concerning the technical aspect of the documents to the Director of Purchasing by email at [purchasingdeptstaff@rps205.com](mailto:purchasingdeptstaff@rps205.com).

**CLARIFICATIONS**

This addendum includes questions from February 11, 2021 pre-bid meeting, the pre-bid meeting opening statement and sign-in sheet, requests for information (RFI) to date, corresponding answers, and collective bargaining agreement for our current custodial staff.

ROCKFORD BOARD OF EDUCATION

By: Dane Youngblood  
Director of Purchasing

## CLARIFICATIONS

1. What is the new date when the RFP is due?
  - a. The RFP due date has not changed. Proposals are due by 2:00 PM (CST) on Thursday, March 4, 2021.
2. Does contracted labor need to be 100% unionized?
  - a. No.
3. Whose responsibility is it to maintain the gyms?
  - a. Contractors are responsible for maintaining the gyms, either by in house methods or sub-contracting.
4. Are hallway lockers being used at this time?
  - a. No, due to Covid-19.
5. Is the square footage which is posted for each building the cleanable square footage or overall?
  - a. Overall (gross).
6. What is the square footage of the gyms and how are they being serviced now?
  - a. There are 260,482 Sq. Ft. of wooden gym floors and 31,448 Sq. Ft. of LVT or VCT gym floors. Newly installed maple floors and newly refinished gym floors as well as secondary sites are to be screened and resealed annually at the contractor's expense. VCT gym floors should be stripped and waxed annually using methods and finishes approved by the District.
7. Does the 208 FTE include the two additional FTE for Nashold?
  - a. Yes.
8. What is the current percentage of buildings which have scored a 4.0 or higher on the last cleanliness survey?
  - a. 22 buildings equaling 52%.
9. Are the FTEs provided in the RFP the exact number we should be pricing?
  - a. No, the FTEs in the RFP are for reference only. Bidders should be analyzing the building information and recommending the numbers of FTEs needed to achieve our documented cleanliness goals.
10. May we also provide a hard copy of the proposal of the proposal with the required forms in addition to the electronic PDF version of the proposal.
  - a. Both hard copy and electronic proposals are required per the specifications.
11. When will the RFP summary be available for review?
  - a. The RFP summary will be available after Board approval, which is currently scheduled for Tuesday, March 30, 2021.
12. Is a signature provided via DocuSign acceptable?
  - a. Yes, electronic signatures are acceptable for this RFP.
13. Will the District provide a list of the pre-bid vendor attendees to those in attendance?
  - a. Yes, the pre-bid meeting opening statement and sign-in sheet is included in this addendum.

## PRE-BID CONFERENCE OPENING STATEMENT

Welcome to the mandatory pre-bid conference for IFB 21-17 Custodial Services for the Rockford Public Schools.

The purpose of this meeting is to receive input, comments, questions, clarifications and suggested changes relative to this solicitation. As a reminder, the only acceptable changes to the Bid/RFP are formal Addenda published by the RPS Purchasing department. Additionally, the Addendum may address other issues identified by the School District.

The goal of today's meeting is to increase your knowledge of the solicitation as it is written and provide an information mechanism in which you may advise the School District of any changes it should make. Consequently, any changes you wish the Rockford Public Schools to consider must be submitted in writing to the Purchasing department before the deadline as expressed in the solicitation.

We will try to answer as many of the questions as possible. If we cannot answer a question today, we will defer that answer to the published Addendum. Additionally, minutes from this pre-bid conference will be published in the Addendum.

- Bid Opening is scheduled for March 4, 2021 at 2:00 pm Rockford Board of Education, 6th floor Conference Room. Late bids will not be accepted. Faxed or emailed bids will not be accepted.
- Board Approval March 30, 2021.
- Bid RFI Procedures - All written correspondence during the bid process **MUST** be sent to Dane Youngblood, Director of Purchasing, via email at [PurchasingDeptStaff@rps205.com](mailto:PurchasingDeptStaff@rps205.com). Last RFI will be accepted until February 23, 2021 at 12 pm. Last addendum will be issued by February 25, 2021 at 4:30 pm.
- Addenda will be emailed to all attendees at the pre-bid conference, posted on the RPS website and Demand Star.
- **PLEASE** reference the **REQUIRED FORMS CHECK LIST** for all documents that **must** be submitted with your bid offer form. All forms must be properly completed, signed and submitted or your bid will be deemed non-responsive.



PRE-BID MEETING SIGN-IN SHEET  
 IFB 21-17 Custodial Services

PLEASE WRITE EMAIL ADDRESS SO THAT IT IS LEGIBLE IN ORDER TO RECEIVE ADDENDUM INFORMATION

	Printed Name	Company Name	Company Address	Telephone	E-mail
1	WULF WERNER	ABM	1438 Brook Dr DOWNERS GROVE, IL 60515	312.914.9138	WULF.WERNER@ABM.COM
2	ROBERT HOLLERBACK	WFF Facility Services	2115 Jefferson Ave St. Louis, MO 63103	314-232-9796	rhollerback@wffservices.com
3	DANIEL ATKENS	ABCO Services	2125 Gravois Rd ST. LOUIS, MO 63104	314-771-3221	DANIELS@ABCOservices.com
4	TANIA KILLIAN	ITALIAN GS	635 WASHINGTON BLVD JERSEY CITY, NJ 07310	773-495-8100	TANIA.KILLIAN@ITALIANWORK.US
5	SCOTT MCKEILL	GSF USA	6180 East Riverside Blvd Loves Park IL 61111	224-575-5144	smckeill@gsfusa.com
6	Dave Jackson	GSF USA	6180 East Riverside Blvd Loves Park IL 61111	815-670-9588	DJackson@GSF-usa.com
7	MARK SPRENGER	GSF USA	6180 East Riverside Blvd Loves Park IL 61111	847-343-3532	MSPRENGER@GSF-USA.COM
8	JIM RUSSO	ALPHA BUILDING MAINTENANCE SERVICE	7549 W 99TH PLACE BRIDGEVIEW IL 60455	815-485-6800	JRUSSO@ALPHA03.COM



ROCKFORD PUBLIC SCHOOLS  
IFB 21-17 Custodial Services  
Pre-Bid Meeting Sign-In Sheet  
February 11, 2021 at 12:00 p.m.

	Printed Name	Company Name	Company Address	Telephone	E-mail
9	Susan Witherspoon	SSC Services/Compass	4115 River View Dr St Charles IL 60175	630-386-6023	Susan.witherspoon@sscserve.com
10	Tom Lapp	" "	" "	312 505 6480	tom.lapp@compass-usa.com
11	Mike Kelly	Bee Line Support	1826 S. Clinton St Chicago, IL 60618	847-863-4635	mikelly@beeline-support.com
12	Wayne Baxton	Alpha Building MA	7549 W 95th Pl Bridgeview IL	708 774 7203	Baxtonwayne@rock.com
13	Robert Ransford	ALPHA BLDG	2548 W 29th Pl Bridgeview IL	815-485-8800	RRANSFORD@ATT.NET
14	Alex Abeldano	CleanNet of Illinois	1 E. Oak Hill Dr. Suite 300 Westmont IL 60559	(847) 532-2122	AAbeldano@CleanNetUSA.COM
15	Jim Wilson	CLEANNET OF IL	Same Above	630-990-0980	JWILSON@CLEANNETUSA.COM
16	Jamie Cruz	Vargas Group	53 W. Jackson Blvd Chicago IL 60604	312/515-2176	JCROZ@vargasgroupinc.com
17	Denise Wiley	LGC Global	55, East Monroe St 3800 Chicago, IL 60603	703 537-4377	Denise.Wiley@LGC FACILITY.COM
18	Eric Dubynne	Modesta Management	1048 Hannah Ave Forest Park, IL 60130	630 926 4499	eric@edventures.com
19	Mike Modesta	Armore	2300 Hammond Dr, Downers Grove	847 905-6613	mollardm@michael.com
20	Octavia Matthews	Armore	2300 Waukegan IL IL	708-200-0884	matthews-octavia@armonk.com



PRE-BID MEETING SIGN-IN SHEET  
IFB 21-17 Custodial Services

PLEASE WRITE EMAIL ADDRESS SO THAT IT IS LEGIBLE IN ORDER TO RECEIVE ADDENDUM INFORMATION

	Printed Name	Company Name	Company Address	Telephone	E-mail
1	DAVID HEO	311 SYSTEMS, Inc.	P.O. Box 2092 Bufford, GA 30515	678-926-3169	3Hedee-3h.com
2	John Heo	3H Service System Inc.	P.O. Box 2092 Bufford, GA 30515	678-926-3169	3Hed@e-3h.com
3	Gustav vega Jr.	Vega Building Maintenance	1413 Sherman Rd. Suite 90 Pomeoiville, IL 60446	708-469-8586	Gustavejr@vegabm.com
4	Lance Overton	We're Cleaning, Inc.	2416 S. Michigan Ave, #201 Chicago, IL 60606	312-326-4120	werecleaning@siglabel.org
5	Francisco Borajas	United Maintenance	1550 S. Indiana Chicago IL 60607	312-907-7848	Fborajas@unitedma.com
6	Teddy Adams	Total Facility Maintenance	615 Wheat Lane Wood Dale, IL 60191	630-766-8635	tadams@total facilitymaintenance.com
7	Gustavo Lamas	Interstate Premium	508 Prudential Road Suite 100 Hurstham, PA	815 582-1023	jlamas@interstate maintenance.com
8	Haroon Perri	Perri Family Cleaning	5460 N 64th	414 239 0764	Perrifamilycleaning@gmail.com

**School District**  
**(Rockford School District #205 Custodial)**

**Standard Agreement Contractors**  
**Custodial Services**

**and**

**Service Employees International Union,**  
**Local 1**

**July 1, 2020 THROUGH June 30, 2023**

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**Privatized School District Standard Agreement Contractors  
Aramark Management Services, LLP  
at Rockford School District #205  
and  
Service Employees International Union,  
Local 1**

**July 1, 2020 through June 30, 2023**

**THIS AGREEMENT**, entered into by Aramark (hereafter designated as the "Employer") and Service Employees International Union Local 1 (hereafter designated as the "Union") covers wages, hours and working conditions for Custodial employees and working leads (hereafter designated as "Employees") who are now or may hereafter be employed by the Employer at Rockford School District 205 Custodial facilities in the jurisdiction of the City of Rockford in Illinois.

**ARTICLE I  
BARGAINING UNIT**

The Employer recognizes the Union as the sole and exclusive representative of the Custodial employees and working leads employed by said Employer. The Employer and employees shall not bargain independently of the Union with respect to wages, hours of employment or working conditions as provided in this Agreement; the right to bargain on behalf of such employees is vested solely in the Union. All bargaining unit work which the Employer controls shall be performed solely by members of the bargaining unit set forth in this Agreement.

**ARTICLE II  
UNION MEMBERSHIP, EMPLOYER RIGHTS AND CHECKOFF**

**Section 1.** The right to employ and discharge for just cause shall be vested solely in the Employer. Nothing herein shall be construed as stipulating the number of employees to be employed by any building; provided, however, that the Employer shall not reduce the number of employees without prior written ten (10) day notice to the Union.

**Section 2. MANAGEMENT RIGHTS**

The Management of the Company and the direction of the working force, included but not limited to, the right to plan, direct and control; promote, demote or discharge for just cause; to establish and enforce rules of conduct to maintain discipline and the efficiency of employees; to hire new employees or to lay off employees; to introduce new methods or facilities; to be the sole judge of the quality of work required and to perform all other functions of management that are not expressly limited by this Agreement.



**Section 3.** The Employer agrees not to discriminate against members of the Union nor to engage in unfair labor practices. On and after the thirty-first (31<sup>st</sup>) day following the execution of this Agreement, all employees who are then members of the Union shall as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. All present employees who are not members of the Union and all employees employed after the date of this Agreement, whichever is the later, become members of the Union (unless they are already members) and all such employees shall, as a condition of their employment, remain members of the Union in good standing for the duration of this Agreement. The term member or members in good standing shall be limited to the payment of the initiation fees and dues uniformly required as a condition of acquiring or retaining membership and shall be a financial obligation only.

**Section 4.** The Employer agrees to deduct monthly, (and prior to the twentieth [20<sup>th</sup>] day of such month) from the pay of every employee, who has executed and caused to be delivered to the Employer a written assignment, the regular monthly dues and the initiation fee of the Union, if due and owing, which are necessary to keep such employee as a member in good standing in accordance with the Constitution and Bylaws of the Union, as certified to the Employer by the Union. Where the employee, who is on check-off, has insufficient earnings during the first month of the quarter, the deductions shall be made by the Employer from the next wage payment in accordance with billings furnished by the Union.

The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with State and Federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "authorization" for purposes of this Agreement.

The Employer will submit such sums in total to the Secretary Treasurer of Local 1 no later than ten (10) days after such deduction was made. Where the employee, who is on check-off, has insufficient earnings during the first (1<sup>st</sup>) pay period, the deductions shall be made by the Employer from the next wage payment in accordance with billings furnished by the Union. With each monthly check-off record, the Employer shall give the names, social security numbers and starting dates of all employees of the Employer who performed Custodial services in the building during the preceding month including, where known, their status as temporary, extra, substitute, or regular employees.

The Employer agrees that such deductions shall constitute Trust Funds and will be forwarded by the Employer to the Union within ten (10) days after such deduction is made. Any Employer who, without a bonafide reason, intentionally fails to remit such deductions within thirty (30) days on two (2) occasions within any twelve (12) month period shall in the



event of any subsequent failure, be required to pay in addition to the delinquent amount, interest at the rate of two percent (2%) per month thereon, and liquidated damages at the rate of five percent (5%) per month thereon, as well as all costs incurred by the Union in recovering such delinquent amounts, including attorney and auditor fees and court costs.

The Union agrees to indemnify and save the Employer harmless from any liability incurred by reason of such deductions.

The Employer shall provide to the Union monthly the name, address, classifications, rate of salary and starting date of any new employee hired into the Union's bargaining unit. In addition, when an Employee completes a membership application during the new hire process, the Employer shall collect the membership application and transmit to the Union. The monthly report shall also include a list of any employees who have terminated his/her employment for that period of time of the report. Such information shall be transmitted electronically in a common, commercially-available spreadsheet such as Excel.

**Section 5.** The Employer shall discharge an employee for non-payment of Union initiation fees or dues within ten (10) days after the Employer's receipt of written notice from the Union that such employee is not in good standing. Said notice shall state that the employee has previously been given fifteen (15) days' written notice: (a) of the delinquency; (b) the amount and method of computation thereof; (c) that the employee is not in good standing; and (d) that discharge will result at the end of said fifteen (15) day period unless all arrears are paid. The Union will indemnify, defend and hold the Employer harmless against all liability, damages, claims and costs incurred by the Employer, including but not limited to court costs, judgments and attorney fees and expenses, by reason of the Employer's compliance with this Section. The Union reserves the right, at its option and at its own expense, to appear and defend all such claims whenever suit is against the Employer. Employee protests of discharge for alleged non-payment of Union initiation fees or dues will not be subject to the grievance procedure or arbitration.

#### **Section 6. COPE CHECKOFF**

The Employer agrees to deduct and transmit to SEIU Local 1, on a monthly basis, contributions to SEIU COPE deducted from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. These transmittals shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

**Section 7.** The Employer and the Union agree that the Employer shall provide, at the time of hire, a Union New Hire Packet to all new employees. The Union New Hire Packet may include, but shall not be limited to, a welcome letter, SEIU history and/or Local Union history, this Agreement and any memoranda of understanding, a membership application, a list of member-only benefits, contact information of local union officers and stewards, and new employee FAQs that explain this Agreement. The

Union New Hire Packet will be furnished by the Union.

### **Section 8. MEMBER LIST**

Upon request, the Union shall receive a list of all current employees covered by this Agreement, which shall include each employee's name, home address, home and cell phone numbers, personal and work e-mail addresses, work locations, department, employee identification number, hourly rates of pay, hours worked, union dues paid, membership status, and language preference (if available). This list will include all employees newly hired, rehired, reinstated, transferred into or out of the bargaining unit, 11 transferred between departments, promoted reclassified, downgraded, placed on leaves of absence of any type including disability, placed on or recalled from layoff, separated (including retirement), added or deleted from the bargaining unit, or who have made any changes in Union deductions during the preceding bi-monthly period.

## **ARTICLE III DISCHARGE AND DISCIPLINE**

**Section 1.** Except as otherwise provided by this Agreement, no employee may be discharged, suspended, disciplined or otherwise penalized without just cause. The Employer agrees that all discipline should be progressive, absent compelling circumstances warranting immediate termination or acceleration of disciplinary penalties.

**Section 2.** In cases where the Employer believes that an employee's job performance has become unsatisfactory, such as when an employee is believed to be careless or excessively absent or tardy, the Employer will notify the Union of such belief and the Union and the Employer shall cooperate in investigating the matters and taking corrective measures, if warranted. If the Employer contemplates severe disciplinary action beyond a reprimand, then the Employer will notify the Union in writing (sent U.S. mail or email) of such belief and the Union will promptly acknowledge in writing, receipt of such notice. The Union need not acknowledge receipt of simple warnings or reprimands in which the Employer does not state that severe disciplinary action is contemplated. No warnings or reprimands shall be considered for purposes of disciplinary action after twelve (12) months from the date of the warning or reprimand.

## **ARTICLE IV WAGES & OTHER COMPENSATION**

### **Section 1.**

<b>Starting Wages through 2022</b>	<b>Current Rate</b>	<b>7/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>	<b>1/1/2023</b>
Custodian	\$10.00*	\$10.50	\$11.50	\$12.75	\$13.75
Lead Custodian (Middle and HS 2 <sup>nd</sup> Shift)	\$11.50	\$12.00	\$13.00	\$14.25	\$15.25
Pool Mechanic	\$12.50	\$13.00	\$14.00	\$15.25	\$16.25



\*New Hires to make fifty cents (\$0.50) less than the starting rate for the first ninety (90) day probation period. (Employees hired prior to ratification will continue with the sixty (60) day probation period.

Increases:

July 1, 2020 – June 30, 2021 - two percent (2%).

July 1, 2021 – June 30, 2022 – two percent (2%).

July 1, 2022 – June 30, 2023 – two percent (2%).

**Section 2: Call-In Pay:**

Any employee called into work during their off-hours shall be guaranteed four (4) hours of pay at time and one-half (1½).

**Section 3: WorkWeek:**

For purposes of overtime, the workweek shall be defined as 12:00a.m. on Thursday through 11:59 p.m. on Wednesday.

**ARTICLE V**  
**HOLIDAYS**

**Section 1.** The following holidays will be observed at this location:

New Year's Day	Martin Luther King Day
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Christmas Day

The following holidays will be worked as half-day training and are not treated as holidays, in regard to premium pay:

President's Day	Columbus Day
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Associates will not receive holiday pay, except for Christmas Day. If they work on one of these holidays, with the exception of President's Day and Columbus Day, they will receive one and one-half (1½) time their regular rate of pay. Beginning July 1, 2022, associates will also receive holiday for Thanksgiving Day.

In addition, each employee shall receive three paid personal days a Contract year. Personal days can be taken for any reason and are scheduled by mutual agreement between the Employer and the Employee, or with a two (2) hour call-in for use as sick leave.

**Section 2.** Each regular employee shall be credited with the normal number of hours at straight time in his or her shift on each of such holidays and, in the case of those holidays which fall on what would have been the employee's regular workday, such time shall be credited as time worked in computing overtime.

**Section 3.** When a holiday falls on an employee's day off, he or she shall be credited with an additional paid day off designated by the Employer.

**Section 4.** Employees required to work on holidays shall be paid extra for such hours worked at one and one-half (1½) times their regular hourly rate, in addition to the holiday pay.

**Section 5.** To be eligible to receive holiday pay, the employee must have worked all of his or her scheduled hours on the employee's last scheduled work day before and the employee's next scheduled work day following the holiday, provided that approved absence, tardiness of up to one hour or leaving work early (with the approval of the Employer) on either of such days shall not disqualify the employee from receiving holiday pay.

## **ARTICLE VI** **VACATIONS**

**Section 1.** After one (1) year anniversary: Five (5) days

After two (2) years anniversary: Ten (10) days

Vacations to be taken after anniversary date. Any request of two (2) or more days requires fifteen (15) days advance notice on the form provided by management. Vacation approval is at management's discretion. Vacation can be taken without blackout dates based on seniority with the exception of one (1) week before school and the first (1<sup>st</sup>) week school starts.

Vacation can be taken in one (1) day increments. If taking one (1) day, upon return, employees must complete the required form.

Any unused vacation at the end of the anniversary year is forfeited by the employee, on the following anniversary.

**Section 2.** An additional day's vacation shall be allowed an employee whose vacation period includes one of the holidays listed in this Agreement.

**Section 3.** Service shall be deemed continuous notwithstanding leaves of absence or for sickness, maternity, or other reasons agreed to by the Employer. Service with the District shall be computed when determining vacation eligibility.



**Section 4.** Each regular employee shall be credited with the normal number of hours at straight time in his or her shift on each of such vacation days and, in case of those vacation days which fall on what would have been the employee's regular workday, such time shall be credited as time worked in computing overtime.

## **ARTICLE VII SICK LEAVE**

**Section 1.** *(SEE EXHIBIT "A" FOR APPLICATION OF THIS SECTION)*

## **ARTICLE VII TERMINATION-VACATION ACCRUAL-FINAL PAYCHECK**

**Section 1.** Any employee who has been in the service of Aramark for more than one (1) year and whose employment is terminated for any reason shall be compensated any vacation due that has been accrued but not taken.

**Section 2.** Any employee shall receive his or her final paycheck in full at the time of separation at the next regular pay day.

## **ARTICLE IX FUNERAL LEAVE**

The Employer agrees to pay employees covered by this Agreement for absence on account of death in the immediate family, up to and including a maximum of three (3) scheduled workdays at straight time, provided the employee attends the funeral. For funerals of a distance of two hundred (200) miles or more, up to five (5) days shall be granted with pay. An employee may be required to show an obituary notice or other reasonable material to substantiate the absence.

The term "immediate family" shall mean: current spouse, parent, step-parent, child, step-child, brother, sister, employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, father-in-law, mother-in-law, grandparent, grandchild.

## **ARTICLE X WORKING CONDITIONS**

**Section 1.** If uniforms are required, it is agreed that the Employer shall, at its own expense, furnish them. The employees on their part agree to take good care of such uniforms and to wear them only in the course of their duties during working hours and during lunchtime. The Employer shall furnish rubbers to employees whose duties require them to walk in water. If uniforms are furnished by the Employer, the Employer shall also furnish appropriate outdoor garments for snow removal or other outdoor work.

**Section 2.** The Employer shall work with each District to provide personal hygiene and first aid facilities in each building.

**Section 3.** The Employer shall furnish cleaning supplies in sufficient quantity and maintain all equipment in such state of repair as is required to perform the work assigned. Employees will operate the equipment as required to maintain it in good condition.

**Section 4.** The Employer shall work with each District to provide a comfortable and safe working environment for all employees.

**Section 5.** Each employee shall be entitled to two (2) fifteen (15) minute paid breaks per day that shall be taken in each half of their shift. An employee shall be entitled to one (1) fifteen (15) minute break per three hours of overtime worked.

**Section 6.** The Employer shall not impose an unreasonable workload upon any employee or add on any duties over a reasonable work load. In the event an employee is absent the remaining employees may be temporarily assigned to do part of the work assignments of the absent employees but they shall not be expected to perform their regular full workloads and the extra work. Employees shall not be directed to do part of the work assignments of the absent employees unless and until they have first been instructed verbally, or in writing, as to what portions of their regular work assignment shall not be done in order to do the extra work. Copies of these instructions shall be provided to the steward. If the instruction is not given in writing or if copies thereof are not provided to the steward, any discipline imposed upon employees for failure to perform the extra work shall be rescinded. The Employer shall either hire a temporary replacement or if Employees at the worksite where the vacancy is occurring voluntarily agree to cover the work with overtime, the overtime can be used to cover said vacancy in lieu of a temporary replacement.

**Section 7.** No employee shall be required to perform any work under abnormally dangerous conditions, and a failure to perform work under such circumstances, shall not be considered a cause for discharge or discipline.

**Section 8.** It is agreed that Custodial personnel will perform all traditional Custodial work which consists of general cleaning in and around the buildings. It is recognized that certain tasks performed by Custodial personnel require added physical exertion, strength, or dexterity, however, no employee shall be required to lift in excess of sixty (60) pounds without proper lifting equipment.

**Section 9.** The Employer shall not require medical approval because of short term illness or disability up to and including three (3) working days; provided, however, that when an employee is chronically absent because of illness or disability, the Employer may require such medical approval.

**Section 10.** If an employee is a "no call-no show" three (3) times in a rolling year, it will result is a discharge.



## **ARTICLE XI** **VETERAN'S RIGHTS**

The reemployment rights of employees who are now or may later be in the military service and the duties of the Employer in relation to them, shall be governed by the applicable provisions of Federal and State laws.

## **ARTICLE XII** **HEALTH AND WELFARE**

### **Section 1. Eligibility**

#### **Employee Status**

All regular full-time employees are eligible for health and welfare benefits as outlined below. In order to be considered a regular full-time employee for purposes of health and welfare benefits only, employees must be regularly scheduled to work a minimum of thirty hours each week to be eligible.

Company administration of eligibility for medical benefits will be compliant with the provisions of PPACA as amended from time to time.

### **Section 2. Medical**

#### **Benefits Effective Date:**

Medical Benefits for eligible employees will be effective first (1<sup>st</sup>) of the month following sixty (60) days of continuous employment

#### **Benefit Description:**

Aramark will provide eligible employees the opportunity to enroll in Medical benefits provided through an Aramark sponsored carrier. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Medical benefits package for all Aramark employees or as required by law. Other changes might include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1<sup>st</sup>.

#### **Employee Contributions:**

Employee contributions for benefits will be at the standard Aramark rates and are subject to change from time to time in accordance with changes made for all Aramark employees or as required by law.

**Affordability Language:**

The parties agree that in the event that the employee premium contributions in this Agreement cause the Employer to be subject to any taxes, penalties, surcharges or other costs under the Patient Protection and Affordable Care Act or other applicable law the Company may in its sole discretion modify the employee premium contributions to bring it into compliance with PPACA.

**Section 3. Basic Life and Basic Accidental Death & Dismemberment (AD&D)****Benefits Effective Date: July 1, 2107**

Basic Life and Basic Accidental Death Benefits for eligible employees will be effective on the first (1<sup>st</sup>) day of eligible employment.

**Benefit Description:**

Aramark will provide eligible employees Basic Life and Basic Accidental Death & Dismemberment coverage with in the amount of five thousand dollars. The coverage will be one hundred percent (100%) paid by Aramark.

**Section 4. Health Care Flexible Spending Account (FSA)****Benefits Effective Date: July 1, 2017**

Aramark Health Care Flexible Spending Account Benefits for eligible employees will be effective first (1<sup>st</sup>) of the month following sixty (60) days of continuous employment.

**Benefit Description:**

Aramark will provide eligible employees the opportunity to participate in the Aramark Health Care Flexible Spending Account (FSA)

The plan(s) and plan design(s) may be adjusted from time to time by law or in line with changes to the benefits packages for all Aramark employees or as required by law.

**Section 5. Dental****Benefits Effective Date: July 1, 2107**

Dental Benefits for eligible employees will be effective first (1<sup>st</sup>) of the month following sixty (60) days of continuous employment.

**Benefit Description:**

Aramark will provide eligible employees the opportunity to enroll in Dental coverage provided through an Aramark-selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the



Dental package for all Aramark employees or as required by law. Other changes may include a change in the insurer or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1<sup>st</sup>.

**Premiums:**

Eligible employees who choose to enroll in Dental coverage will be responsible for one hundred percent (100%) of the total premium cost. Premiums are subject to change from time to time in accordance with changes made for all Aramark employees or as required by law.

**Future increases:**

The effective date of the change is the standard/preferred effective date is January 1<sup>st</sup>.

**Section 6. Vision**

**Benefits Effective Date: July 1, 2017**

Vision Benefits for eligible employees will be effective first (1<sup>st</sup>) of the month following sixty (60) days of continuous employment.

**Benefit Description:**

Aramark will provide eligible employees the opportunity to enroll in Vision coverage provided through an Aramark-selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Vision package for all Aramark employees or as required by law. Other changes might include a change in the insurer or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1<sup>st</sup>.

**Premiums:**

Eligible employees who choose to enroll in Vision coverage will be responsible for one hundred percent (100%) of the total premium cost. Premiums are subject to change from time to time in accordance with changes made for all Aramark employees or as required by law.

**Future increases:**

The effective date of the change is the standard/preferred effective date is January 1<sup>st</sup>.

## **Section 7. Short-Term Disability**

### **Employee Status**

All regular full-time employees are eligible for Short Term Disability benefits as outlined below. In order to be considered a regular full-time employee for purposes of Short Term Disability benefits only, employees must be regularly scheduled to work a minimum of thirty (30) hours each week to be eligible.

### **Benefits Effective Date:**

Benefits for eligible employees will be effective first (1<sup>st</sup>) of the month following ninety (90) days of continuous employment.

### **Benefit Description:**

Aramark will provide eligible employees the opportunity to enroll in Short-Term Disability (STD) benefits provided through an Aramark-selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Short-Term Disability package for all Aramark employees or as required by law. Other changes might include a change in the insurer or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1<sup>st</sup>.

### **Cost:**

Employee contributions for benefits will be at the standard Aramark rates and are subject to change from time to time in accordance with changes made for all Aramark employees or as required by law.

## **ARTICLE XIII PENSION PLAN**

*(SEE EXHIBIT "A" FOR APPLICATION OF THIS SECTION)*

## **ARTICLE XIV SENIORITY**

**Section 1.** The term "seniority" shall mean the length of service of a regular employee at the District; provided that new employees shall be considered probationary employees for the first sixty (60) calendar days of employment. During their probationary period, employees shall have no seniority and may be laid off or terminated at the sole discretion of the Employer and such action shall not be subject to the grievance procedure of this Agreement.



Seniority shall not be broken except by discharge for cause, resignation or layoff for more than one (1) year (two [2] years in the case of employees with ten [10] or more years of service). The Employer shall post a seniority list in each building in a place accessible to all employees. Said list shall contain the names of all employees who have seniority as provided for herein and their respective seniority date; and shall be updated quarterly including a date prior to vacation scheduling. A copy of the seniority list shall be made available to the Union upon request.

**Section 2.** When it becomes necessary to reduce the working force, the last person hired shall be laid off first provided the employees to be retained have the ability to be trained to perform the available work; and if the working force thereafter be increased, employees with seniority shall be recalled in the reverse order in which they were laid off, subject to the employee's qualifications to perform the work for which they are being recalled. No regular, full-time employee shall be laid off while there is a temporary employee working in the District. The Employer shall give not less than two (2) weeks' notice of recall in writing to the employee's last known address. A failure to report for work prior to expiration of such notice period shall result in the loss of all seniority rights under this Agreement. No notice of recall need be given in cases where the Employer and the Union agree to waive notice because it is apparent to them the particular employee will not return.

**Section 3.** Whenever a vacancy occurs in any job covered by this Agreement, said job shall be posted in all facilities of that District in a conspicuous place for a period of three (3) working days and all employees may bid for the job. The posting shall contain a full description for the job duties, starting time and rate of pay. Seniority shall be the governing factor in filling the vacancy provided the employee has the ability to be trained to perform the job. For any vacancy not filled pursuant to the foregoing posting procedure, the Employer shall offer the position to qualified replacement employees who are then working in the District's buildings before hiring new employees to fill the vacancy.

**Section 4.** The employer shall not unreasonably reduce the number of employees, or man hours worked, change the starting and/or quitting time of any employee, or change the job location or job assignment, either temporary or permanently, of any employee at any of the District's buildings. The Employer may change the schedule or assignment of an employee if a client District specifically mandates such change, with a copy of such mandate given to the Union if it requests.

**Section 5.** Union stewards shall have superseniority for purposes of layoff and recall under Section 2 of this Article, provided they have the ability to be trained to perform the available work.

## **ARTICLE XV**

### **LEAVES OF ABSENCE**

**Section 1.** Based on Management approval, employees may be granted a thirty (30) day unpaid personal leave of absence. Request for extension of the thirty (30) day

unpaid leave of absence may be approved by management.

**Section 2.** An employee selected to represent the Union at conventions, conferences, collective bargaining, grievance and arbitration proceedings or for other Union business shall be granted a leave of absence for the period required to fully carry out said business. No more than three (3) employees from any one District and no more than one (1) employee from any individual school shall be given leave at any one time. Duration of a leave under this section shall be for no longer than one hundred twenty (120) calendar days, unless mutually extended by both parties.

**Section 3.** During all such leaves of absence provided for in this Article, seniority shall continue to accumulate and accrue. By agreement between the Employer and the Union, employment of an employee of such leave of absence may be terminated.

**Section 4.** The provisions of the Family Medical Leave Act, where more favorable, shall supersede the provisions of this Article.

**Section 5.** Any vacancies in duration of over five (5) working days or more which occur as a result of the aforementioned leaves shall be filled by temporary labor beginning on the sixth (6<sup>th</sup>) day. If Employees at the worksite where the vacancy is occurring voluntarily agree to cover the work with overtime, the overtime can be used to cover said vacancy in lieu of a temporary replacement.

## **ARTICLE XVI**

### **STRIKES, LOCKOUTS, PICKETING**

**Section 1.** During the term of this Agreement, there shall be no strikes, lockouts or picketing, nor shall there be any demonstrations or rallies of any kind inside any building, nor shall there be any handout or distribution of handbills or leaflets of any kind in any areas of the buildings, except Custodial break rooms, without the Employer's consent.

**Section 2.** No action or suit of any kind or description shall lie by the Employer against the Union, or any officers, representative or agent thereof, because of a strike, work stoppage or picketing in violation of this Agreement if:

(a) The Union has not authorized or instigated the strike, work stoppage or picketing, and

(b) The Union promptly denounces such strike, work stoppage or picketing, and makes an earnest effort to terminate the same immediately.

**Section 3.** Refusal of any employee to cross a primary picket line established or maintained by a recognized labor organization shall not be grounds for discharge or disciplinary action.



**ARTICLE XVII**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1.** The procedure for handling a grievance pertaining to any difference or dispute which may arise under this Agreement shall be as follows:

**STEP I**

The aggrieved employee, accompanied by the steward, if the employee desires, shall consult with the employee's foreman or immediate supervisor. If a group of employees are involved in the grievance, the steward shall represent the employees. In any event, since it is in the best interest of all concerned that a grievance be promptly and expeditiously resolved, an aggrieved employee and/or the steward of the employee or employees involved, shall present such grievance within five (5) business days (Monday – Friday) following the event which gives rise to its occurrence, or within five (5) business days (Monday – Friday) after such employee and/or the steward of the employee or employees involved first acquired knowledge concerning such event.

**STEP II**

If the matter is not settled in the first step and the Union wishes to further pursue it, the grievance shall be reduced to writing and presented to the Regional Manager within thirty (30) calendar days following the event which gave rise to its occurrence or after the employee or employees involved first acquired knowledge concerning such event. The foreman or immediate supervisor, together with the aggrieved employee, the steward, and a Union Representative shall discuss the grievance with the Regional Manager. The Regional Manager shall give his or her written answer within fifteen (15) calendar days after receipt of the written grievance.

**STEP III**

If the matter is not resolved in Steps I and Steps II of this Article and the Union wishes to further pursue it, the Union shall within fifteen (15) calendar days following its receipt of the Company's written answer to Step II, serve a written demand for arbitration upon the Employer. The grievance shall thereafter be submitted to an arbitrator who shall be selected by mutual agreement of the Employer and the Union from a panel selected from the FMCS National Academy of Arbitrators. The parties will obtain a panel of seven arbitrators from the Federal Mediation and Conciliation Services ("FMCS"). The arbitrators shall be members of the National Academy of Arbitrators. If the parties are unable to agree upon any one of the arbitrators, the parties shall alternatively strike one name and the last remaining name shall be the arbitrator selected to hear and decide the grievance. The parties shall flip a coin to determine which party strikes the first name. The compensation of said arbitrator shall be paid one-half (1/2) by the Employer, and one-half (1/2) by the Union. The parties shall alternately strike one name from said list and the last remaining name shall be the arbitrator selected to hear and decide the grievance. The compensation of the said arbitrator shall be paid one-half by the Employer and one-half by the Union.

**Section 2.** Grievances which are not presented or appealed within the time limits set forth in Sections 1 shall be considered withdrawn and abandoned. If there is not a timely answer to a grievance by the Regional Manager in the second step of the grievance procedure, the grievance shall be moved automatically to the third step.

**Section 3.** The award or decision of the arbitrator shall be final and binding upon the Employer and employee(s) involved, and the Union. The arbitrator shall not have authority to add to, subtract from or alter the provisions of this Agreement.

**Section 4.** If any Employer who is a party to this Agreement refuses to abide by an arbitration award made under this Article or refuses to abide by a written decision signed by representatives of the Employer and the Union which resolves any difference or dispute arising under this Agreement, the Union shall be relieved from the obligation of Article XVII as to such Employer.

**Section 5.** Grievances which are not presented or appealed within the time limits set forth in Sections 1 and 2 shall be considered withdrawn and abandoned. If there is not a timely answer to a grievance by the Employer in the second step of the grievance procedure, the grievance shall be automatically advanced to the third step.

## **ARTICLE XVIII**

### **JOINT COMMITTEE ON SAFETY AND SECURITY**

The Employer and the Union share a concern for the personal safety of Custodial and Maintenance employees during their work time in the buildings. Accordingly, a Joint Committee on Safety and Security is established on a District by District basis consisting of two (2) members from the Union and two (2) members from the Employer.

Such Joint Committee will work in an effort to improve the security of employees at work and to improve the relationship between Employers and the Union in dealing with problems of safety and security on the job.

## **ARTICLE XIX**

### **CUSTODIAL CONTRACTORS**

The Employer, during the life of this Agreement, shall not contract for all or any part of the work being performed by persons in the bargaining unit covered by this Agreement unless all persons currently employed shall be employed by any contractor or subcontractor as a continuing condition of any contract or subcontract granted or permitted by the Employer.

If the Employer shall, during the life of this Agreement contract for all or any part of the work being performed by persons in the bargaining unit covered by this Agreement, it shall include in its agreement with the contractor, a provision binding the contractor to observe the economic terms and conditions of this Agreement, such as wages, hours and fringe benefits, and the making of reasonable arrangements to



guarantee the payment of contributions due by such contractor.

Grievances alleging that a contractor is not faithfully observing such terms of this Agreement shall be processed in accordance with Article XVIII of this Agreement. If the contractor thereafter refuses to implement the remedy imposed, the contract between the contractor and the Employer shall be terminated within sixty (60) calendar days after written notice by the Union to the Employer.

The provisions of this Article are intended to apply in the event the Employer instead of contracting out bargaining unit work, resumes control of such bargaining unit work, either through itself or the District. It is further the intent of the parties that the provisions of this Article shall cover any successor contractor whose employees perform bargaining unit work on the premises.

## **ARTICLE XX**

### **UNION ACTIVITIES IN BUILDINGS**

**Section 1.** The Employer shall permit the posting of Union bulletins in Custodial quarters and shall permit Union stewards reasonable freedom to perform their duties during working hours. Duly accredited representatives of the Union shall have reasonable access to time cards or sign in sheets of the current day applicable to employees covered by this Agreement.

**Section 2.** Duly accredited representatives of the Union may enter any building of the District during the working hours to observe working conditions and to confer with the employees under circumstances that are not disruptive to working schedules. Such Representatives shall observe the visitor rules of the District they are visiting. When a Union Representative wants to enter a building after normal business hours, he/she shall make a reasonable attempt to contact the night supervisor or Regional Manager at least twenty-four (24) hours prior to the visit. The night supervisor shall meet the Representative to allow him/her to gain entrance to the building.

**Section 3.** The steward shall be provided a fifteen (15) minute period on the clock to meet with any new employee(s) to orientate them to the Union and the collective bargaining agreement within thirty (30) days of start date.

## **ARTICLE XXI**

### **JURY SERVICE**

The Employer shall compensate the employee with pay for up to two (2) weeks of jury duty. Jury fees received may be retained by the employee to cover expenses incurred in conjunction with jury services. Evidence of jury service may be required by the Employer.

## **ARTICLE XXII**

### **MISCELLANEOUS PROVISIONS**

**Section 1.** If the Employer shall list job vacancies with an employment agency, the Employer shall pay all the cost and charges of such agency.

**Section 2.** If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any national or state official agency shall invalidate any portion of this Agreement, the entire Agreement shall not thereby be invalidated and either party hereto, upon request, may reopen for negotiation the invalidated portion. In the event agreement thereon cannot be reached within thirty (30) days, either party may submit the matter to arbitration as herein provided.

**Section 3.** Neither the Employer nor the Union will discriminate against applicants or employees with regard to employment, tenure, or any other term or condition of employment in violation of any applicable law. Employees and management representatives will be treated with respect and dignity by all parties in this Agreement.

**Section 4.** The Employer agrees that any and all benefits now granted to employees or which may be granted in the future to employees shall be continued. No provisions of this Agreement shall be construed so as to allow a reduction in the present wages or impairment of the present working conditions of any employee covered by this Agreement.

**Section 5.** The Employer shall promptly notify the Union of any contracting out of the work covered by this Agreement or any change of contractor and the effective date of any such change.

**Section 6.** When the Employer bids or takes over the servicing of any District facilities where the present employees are working under the terms of a Collective Bargaining Agreement under which the Union is signatory, the Employer agrees to do the following:

1. Contact the Director of the Institutional Division of the Union for the number of employees, number of man hours worked each day and each week, starting and quitting time of each employee and the wage rate of each employee at the District. The Union will furnish the requested information to the Employer in writing only.
2. Observe all of the existing conditions at the District and specifically not lay-off any employee nor unreasonably transfer any employee to any other job location nor reduce the wage rate of any employee, the number of employees or the total number of hours worked per day and per week.
3. Recognize that the work time and overall employment service of each employee at the District, including those who might be on vacation or off work because of illness, injury or authorized leave of absence,



shall be considered as continuous for all purposes including seniority, sick leave and vacation benefits, so that no employee shall lose any benefits due to the change of employer.

**Section 7. Labor/Management Committee**

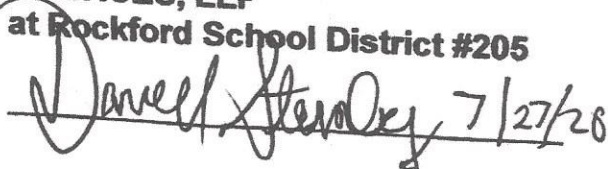
The Union and Employer shall meet at a mutually agreeable time for a Labor/Management meeting on a quarterly basis to discuss issues affecting the bargaining unit which are outside the scope of the grievance procedure. The Union and Management Committee shall not exceed five (5) members from either side. A proposed agenda for each meeting shall be exchange by the parties forty-eight (48) hours prior to each meeting.

**ARTICLE XXIII**  
**DURATION-REOPENING**

The Agreement becomes effective July 1, 2020 and shall remain in full force and effect through June 30, 2023. For its duration, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not mentioned herein except that this Agreement may be reopened for making such changes as are required by the Employee Retirement Income Security Act as subsequently construed by courts or appropriate governmental agencies. This contract shall be superseded by any school district master agreement that is signed by the Employer and the Union.

**ARAMARK MANAGEMENT  
SERVICES, LLP**  
at Rockford School District #205

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1**

 7/27/20

 07/26/2020

**LETTER OF UNDERSTANDING  
BETWEEN**

**ARAMARK MANAGEMENT SERVICES, LLP**

**and**

**SEIU LOCAL 1**


**DRUG TESTING**


During the period of the collective bargaining agreement, July 1, 2020 to June 30, 2023, drug and alcohol testing shall be for probable cause only. The usual Employer chain of custody and procedures shall be used during any testing, with a copy of said chain of custody and procedures given in writing to the union.

If it is specifically dictated by a client District's RFP to do other than probable cause testing, the Union and the Employer shall negotiate over any changes to his policy for that specific District.

**Aramark Management Services, LLP**

**SEIU, LOCAL 1**

 7/27/20  
Date

 07/26/2020  
Date



ROCKFORD SCHOOL DISTRICT #205

EXHIBIT "A"

Economic Benefits

July 1, 2020 THROUGH June 30, 2023

The Employer agrees to be bound by the wages and benefits as established in the Exhibit "A": Specifications of Agreement:

PENSION: NOT APPLICABLE THIS CONTRACT YEAR

SICK AND PERSONAL DAYS: NOT APPLICABLE THIS CONTRACT YEAR