

CONTRACT AGREEMENT

between the

**BOARD OF EDUCATION
HILLSBORO COMMUNITY UNIT SCHOOL DISTRICT NO. 3
Montgomery and Bond Counties, Illinois**

and the

LABORER'S LOCAL 1084

An Affiliate of the

Laborer's International Union of North America

and

Southwestern Illinois Laborer's District Council

AFL-CIO

2015-2021

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AGREEMENT

This Agreement, made and entered into this 9th day of June 2015, by and between Local Union No. 1084 of the Laborer's International Union of North America and Southwestern Illinois Laborer's District Council, AFL-CIO, Hillsboro, Illinois hereinafter called the "Union", and the Board of Education, Hillsboro Community Unit School District No. 3, hereinafter referred to as "School District."

ARTICLE I

Recognition

Section 1. The School District agrees to recognize the Union as the sole collective bargaining agent for all full-time and part-time custodians and maintenance employees employed by the Hillsboro Community Unit School District #3, Hillsboro, Illinois for the purpose of making agreements as to wages, hours, and general conditions of employment, and for the adjustments of complaints and grievances.

Section 2. All new employees will execute a probationary period of ninety (90) calendar days. The School District shall have the right to secure new employees from any source.

Section 3. Union Security. All employees who, on the date of execution of this Agreement, are members of the Union shall maintain that membership in the Union during the term of this agreement as a condition of continued employment.

All other present employees shall obtain membership in the Union after ninety-one (91) days after the execution of this Agreement, and shall maintain their membership in the Union during the term of this Agreement, as a condition of continued employment.

All new employees shall obtain membership in the Union after ninety-one days after hire and shall maintain membership in the Union during the term of this Agreement, as a condition of continued employment.

Upon written notice from the Union notifying the School District of the failure of any employee by this Agreement to complete or maintain his/her membership because of non-payment of dues and initiation fees, the School District shall, within twenty-four (24) hours of such notice, discharge said employee.

Section 4. The School District agrees to honor, upon presentation by the Union, all assignments for initiation fees and membership dues, which have been properly signed by an employee on a form furnished by the Union, to deduct the amount stated thereon from the wages earned by that employee and to pay the amount so deducted to the Union, provided, however, that this shall apply only to those assignments which are irrevocable for one (1) year or until this Agreement expires, whichever occurs sooner, and to those assignments which, in addition, provide that they shall automatically renew themselves for successive yearly or applicable contract periods thereafter, whichever is the lesser, and which further provide that the employee may revoke said assignment by giving written notice on a form furnished by the Union to the School District and the Union at least ten (10) days and not more than twenty (20) days before any periodic renewal date.

Section 5. The Union shall indemnify and save the School District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the School District for the purpose of complying with any of the provisions in this Article.

Section 6. Management Rights. The Management of the school District and the direction of the employees, including the right to hire, suspend for cause, promote, demote, transfer, discharge for proper cause, have the right to lay off employees because of lack of work or by other legitimate reasons, is vested exclusively in the School District and/or designee.

The establishment and modification of operating standards, quality of operating standards, quantity and quality of production and workmanship methods and schedules of operations, assignments of work and any written description of work to be accomplished on any given job is reserved to the School District.

Nothing contained in this Agreement shall be intended or construed as a waiver of any of the usual inherent and fundamental rights of management, whether the same has been exercised hereto after or not, and these rights are hereby reserved to the School District.

Section 7. Discipline. The School District subscribes to the concept of progressive discipline. While it is desirable to follow the normal sequence of progressive discipline an infraction may be of such a serious nature as to warrant more severe action immediately. Steps of progressive discipline (1) Oral Warning, (2) Written Warning, (3) Suspension Without Pay, (4) Discharge.

Any written warning or other discipline may be removed from an employee's record if, from the date of the last warning or discipline, one (1) year passed without the employee receiving an additional warning or discipline for such offense. At the request of the employee a meeting will be held with the superintendent, the employee and a union representative to make such determination.

ARTICLE II

Saving Clause

Any paragraph of this Agreement or any action pursuant, thereof which is contrary to law, shall be null and void, but the remainder of the Agreement shall remain in full force and effect.

ARTICLE III

No Strike – No Lockout

It is agreed that during the term of this Agreement, neither the Union, the officers or members, shall instigate, all, sanction, condone, or participate in any strike, sit-down, stay-in, walk-out, slow-down, stoppage or curtailment of work, picketing or willful interference with work or receipt of shipment of materials and that there shall be no lock-out of employees by the School District.

In the event that any employee(s) violate the provision of the above Paragraph, the Union shall immediately and publicly disavow such action and order any of its members who participate in such action back to their jobs, forward copies of such order to the School District, and use every means at its disposal to prevent the conduct and continuance of such action.

Any employee or employees found guilty of instigating, fomenting, actively supporting, or condoning such action shall be subject to immediate discharge.

ARTICLE IV

Seniority

It is agreed that the School District shall, and does, recognize seniority rights according to classification. When layoffs occur, such lay-offs shall be made according to the seniority rights of employees, assuming ability to perform the work and physical fitness are equal. The individual with the shortest period of employment shall be

the first laid off, assuming ability to perform the work and physical fitness are equal. In regard to return to work, the individual last laid off shall be first returned, and this procedure shall continue to be followed.

When new jobs are created or vacancies occur, the oldest employee in point of seniority shall, if qualified, have preference for said position.

Employees will lose seniority and employment will cease if:

- a) employee quits;
- b) employee is discharged for a cause;
- c) employee is absent for forty-eight (48) hours without notifying the School District, providing such notification is reasonably possible. The employee assumes full responsibility for such notification.
- d) Employee is laid off for a period of twelve (12) months.

ARTICLE V

Discharge

It is agreed that nothing herein shall, in any way, prohibit the School District from discharging or otherwise disciplining any employee, regardless of his seniority, for reasonable cause. Grounds for summary discharge shall include, but not be limited to, possessing or being under the influence of illegal drugs, drunkenness or drinking or carrying intoxicating beverages on the job, dishonesty, infraction of rules, careless use or abuse of machinery or equipment, insubordination, or negligence in the performance of duties.

In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Union, with the permission of the employee, shall have the right to a grievance. Said complaints will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided.

If no complaint is filed within the time specified than said discharge shall be deemed to be absolute.

The School District may establish and enforce binding rules in connection with the operation of the business and maintenance of discipline, provided that such rules are reasonable and not inconsistent with the provisions of this Agreement.

ARTICLE VI

Shop Steward Clause

The Shop stewards shall be designated by the Union, and the School District shall be given the names of the Shop Stewards, in writing, by the Union.

ARTICLE VII

Grievance Procedure

The provisions of this Article shall set forth the sole and exclusive procedure for the adjustment of any grievance of the employees of the Union. A grievance is hereby defined as an allegation that the School District has violated or is violating the express provisions of a specific section(s) of this Agreement.

- Step 1.** It is agreed that when a grievance arises, the aggrieved employee may take it up orally with his Supervisor. The employee may have the Shop Steward present if he so desires. Grievance must be presented within forty-eight (48) hours after the employee becomes aware of the incident giving rise to grievance. Upon failure to resolve the grievance, the employee then moves to Step 2 of the grievance procedure.
- Step 2.** The employee shall submit the alleged grievance in writing, showing the violation he/she believes to have taken place. This written grievance is to be submitted by the Steward to the Supervisor within three (3) working days of the occurrence of the alleged grievance or from the time it should have become known, and signed by the aggrieved party. The Supervisor shall give his answer within two (2) working days.
- Step 3.** If the written grievance as submitted in Step 2 has not been settled as outlined, it shall be referred by the Business Manager of the Local Union to the School District Superintendent. Such submission at this step is to take place within three (3) working days of the conclusion of the second step. The School District Superintendent will submit an answer as soon as possible, but within three (3) working days.
- Step 4.** If the matter is not settled in Step 3, it shall be appealed by the Business Manager of the Local Union or his designee within five (5) working days following receipt of the School District's

Step 3 answer. Such appeal shall clearly set forth the reasons why the School District's answer is unacceptable. A Step 4 meeting will be held as soon as practicable. The School District will be represented by the Unit Superintendent or other designated representatives. The Union will be represented by the Local Union Business Manager, District Council representatives and the International Union.

Step 5. In the event that the parties are unable to adjust any grievance through the grievance procedure set forth above, then the grievance may be submitted, at the request of either party, to arbitration. The arbitrators shall be mutually selected by agreement between the School District and Union, using the Illinois Department of Labor as the source for a panel of arbitrators. The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement. Expenses of any arbitration shall be shared equally by the School District and the Union.

ARTICLE VIII

Non-Discrimination

The policy of the School District and the Union is not to discriminate against any employee on account of race, creed, color, sex, national origin, union membership, or activity.

ARTICLE IX

General Provisions

Section 1. Holidays. Each Regular full-time employee, although not required to work, shall nevertheless, receive wages based upon his/her normal hours of work multiplied by his/her base hourly rate for each of the following holidays:

New Year's Day
#Lincoln's Birthday

*Good Friday
Memorial Day
Independence Day

Old Settler's Day

Labor Day

*Martin Luther King Day

*Veteran's Day

*Columbus Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Eve Day

*Casimir Pulaski Day (**the day before or the day after July 4**)

In the event Lincoln's Birthday is not celebrated as a holiday by the District and President's Day is celebrated as a holiday; President's Day will replace Lincoln's Birthday as the holiday.

* In the event any are changed or become commemorative holidays and school is in session, these days will not be counted as holidays. An additional holiday will be determined to replace any such day lost as a holiday. This determination will be made jointly by the district superintendent and the negotiating team for the union.

However, if the holiday falls on Saturday, the preceding Friday will be the day celebrated and paid for, and if the holiday falls on Sunday, the following Monday will be the day celebrated and paid for. If school is in session, the above is inapplicable and the holiday will be celebrated and paid for on the actual day.

In order to qualify for the holiday pay an employee must meet the following qualifications:

- a) completed the thirty (30) calendar days of employment, and
- b) have worked either the day before or the day after a holiday.

Section 2. Sick Leave. Employees shall be allowed thirteen (13) days sick leave per year with no limit on the number of days, which may be accumulated. Sick leave may not be taken in increments of less than one hour. After three (3) days of absence, the School District may request the employee to bring in a doctor's statement certifying that the employee is able to return to work.

Section 3. Funeral Leave. Where there is a death in an employee's immediate family, the employee shall be allowed three (3) paid funeral leave days in addition to sick leave or personal days. For the purpose of this Agreement, immediate family shall include spouse, child, (including step-children or foster children), parent, brother, sister, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, or brother-in-law.

Section 4. Severance Pay. The Board of Education will grant severance pay upon retirement after fifteen (15) years service within the Unit. Payment will be at the rate of Fifty Dollars (\$50.00) per day for one-half (1/2) of the accumulated sick leave days.

Section 5. Personal Leave. Each employee of the District will be granted two (2) personal leave days per year. The employee must be off probation. Personal leave days shall accumulate up to a maximum of four (4) days, thereafter, the days accumulate as sick leave days.

Section 6. Jury Duty. An employee who is called for jury duty shall be compensated at his/her regular rate of pay less jury fees received. Written evidence of the amount of jury fees received shall be given to the office as soon as pay is received.

Section 7. Vacations. Employees who have been in the service of the School District for one (1) year of more shall have paid vacation time as follows:

1-5 years	2 weeks
6-10 years	3 weeks
11 years	3 weeks + 1 day
12 years	3 weeks + 2 days
13 years	3 weeks + 3 days
14 years	3 weeks + 4 days
15 years or more	4 weeks
26 years	4 weeks + 1 day
27 years	4 weeks + 2 days
28 years	4 weeks + 3 days
29 years	4 weeks + 4 days
30 years	5 weeks

Custodians may take vacation time **at any time during the school year subject to the following provisions:**

- A. Vacation time will be taken between June 1 of one year and May 31 of the next year.**
- B. Vacations may be taken during school year but length will not exceed two weeks.**
- C. District-wide only one employee on vacation at a time during school year except two persons may be off on single vacation days.**
- D. Vacation days shall not accumulate more than 6 weeks a year.**
- E. Floaters will be used to cover vacations except in an emergency.**
- F. The number of employees required to be on duty daily at each campus during the summer are:**
 - 1) High School – 3**
 - 2) Middle School – 2**
 - 3) Beckemeyer – 2**
 - 4) Coffeen – 1**
- G. Seniority will determine the choice of vacation time within these guidelines.**
- H. Yearly vacation policy review will occur.**
- I. A one-week’s notice is required for vacations taken during the school year.**

J. Between September 1 and May 31 of each school year, vacation requests will be granted based on the order in which they are received by the director of building and grounds, not by seniority.

Holiday vacation will be determined by seniority and will be limited to the following:

Three (3) custodians at the High school campus, two (2) custodians at the Junior High campus, two(2) custodians at the Beckemeyer campus, and one (1) custodian at the Coffeen campus.

Except in the case of an emergency, all vacation time of one week or more must be scheduled at least two (2) weeks in advance with the director of building and grounds. All scheduled vacation time must be taken in Full Day increments except that half days of vacation time may be used equal to the number of weeks of vacation to which the employee is entitled. For example, if an employee has two (2) weeks of vacation, he/she has the option to use two (2) days of vacation as four half days. The remaining eight (8) days of vacation would have to be taken in full day increments.

The employee has the option of receiving vacation pay before the actual vacation starts, but the employee must request pay two (2) weeks before the start of vacation. In no other instance shall advances be made.

Section 8. Pay Day. Paychecks shall be issued on the 15th and 30th of the month. Cut-off date for time sheets to be one (1) week prior to payday. Evening shift workers to receive their checks on the evening prior to pay date (4:00 p.m.). If the 15th or the 30th should fall on a weekend, then employees will receive their check on the Friday before the regular pay date. Paychecks shall be available in each building at eight o'clock (8:00) a.m. on payday during the time school is in session.

Section 9. Breaks. Each employee is entitled to two (2) fifteen (15) minute breaks on their work schedule, one (1) in the A.M. and one (1) in the P.M.

Section 10. Reimbursement. When it is necessary for an employee to drive his/her personal automobile to the central office or store for equipment or materials, if he presents a mileage slip to the Unit Office, he/she will be compensated at the rate approved by the State of Illinois on July 1 of each year.

Section 11. Protective Equipment. One (1) raincoat shall be furnished for each building or section of building. Each custodian who works with a boiler shall be furnished one (1) pair of heat resistant rubber gloves, and proper eye protection. Each boiler room shall be provided with one (1) shop coat. Cleaning of protective equipment shall be the responsibility of the School District.

Section 12. Clothing Allowance. The School District shall provide each member of the bargaining unit with a clothing allowance of one hundred fifty dollars (\$150) per year payable in the month of July.

Section 13. Job Assignment. Employees are hired to work in the District, and therefore, may be assigned to the school where they are needed and to the shift where they are needed.

Except in the case of emergencies, assignment changes will be made before school starts in the Fall upon agreement of the union and the school district.

If custodial overtime is necessary, it shall be assigned to custodians in the building where the work will be done. Overtime assignments shall be made on rotating basis within each building, whenever possible.

Employees shall not be assigned to new construction work. If no contract is available for a small job, employees may then be used.

Supervisory and administrative personnel are not to do custodial or maintenance work, except in cases of emergency.

A custodian may have his job put up for bid if he has a doctor's statement that he is unable to work in his present job, but is able to work at a regular custodial job. (Example: High School Cafeteria custodian with a bad back.)

In cases where more than two day shift custodians are off work for illness or other reasons a night shift custodian will be called in by seniority in the building to cover that position which is open. All night shift positions, which are open due to illness or other reasons, will be filled for a minimum of four hours by a custodian at the overtime rate of pay.

Section 14. Items Not Covered in This Agreement. Any item not specifically covered in this Agreement shall be handled in accordance with past practice.

Section 15. Substitute Workers. The District will not use a "floater" to replace a sick or injured

employee for longer than a twenty-five (25) day period; a substitute shall be employed by the district to serve in the capacity of the sick or injured employee.

The substitutes shall be hired from a substitute pool, which will be established by the district. No substitute worker shall be employed for more than ninety calendar days in any one year running from July 1st to June 30th, which is the school district fiscal year. The district will develop a substitute pool and reserves the right to hire and dismiss substitute workers. A substitute worker shall be employed until the sick or injured employee returns to work.

Section 16. Night Floater/Night Maintenance. The night floater/night maintenance worker will fill in for vacations, comp time, personal days, and sick days when needed on the night shift for four hours with a limit of one per shift. The percentage of night maintenance work will be determined by the director of building and grounds. Only one maintenance person may be on vacation at a time.

ARTICLE X

Section 1. Hours of Work. Any eight (8) consecutive hours between 6:00 A.M. and 5:00 P.M. shall be considered as a day shift.

Any eight (8) consecutive hours between 2:00 P.M. and 12:00 Midnight shall be considered an evening shift.

Any custodian who works four (4) hours or more after 2:00 P.M. shall be paid the shift differential for those hours after 2:00 P.M.

A workweek shall consist of five (5) eight (8) hour days beginning on Monday and ending on Saturday.

Section 2. Overtime. All time worked in excess of eight (8) hours in any one (1) day (12:00 midnight to 12:00 midnight) shall be paid for at one and one-half (1 ½) times the regular rate plus shift differential payment. As soon as an employee is hired they can work overtime.

When an employee's shift is permanently changed for the convenience of the School District, he/she shall be paid one and one-half (1 ½) times the regular rate for the first eight (8) hours work on the new shift unless he/she was notified of the change at least forty-eight (48) hours before.

When an employee works overtime for four (4) more hours after working his regular shift, he may take a maximum of forty-five (45) minutes, at a time of his choosing, to go for his lunch.

Employees accepting assignments to cover special activities shall remain until the activity is over and required clean-ups are completed, even if more than eight (8) hours is required. Their pay for this assignment shall be figured at the established overtime rate.

Employees who are called out for special assignments shall receive a minimum of four (4) hours pay at the prevailing overtime rate. Holidays shall be considered as worked for overtime purposes.

Section 3. Shift Differentials. Shift differentials shall be paid as follows:

Evening Shift \$.40 per hour
Shift Differentials shall be paid substitute custodians when applicable.
Shift Differentials shall be paid for overtime work when applicable.

Section 4. Lunch Break. The Board agrees that all employees will be allowed to take a thirty (30) minute lunch break.

Section 5. Gym Rental Guidelines. (See attached – Page 16)

ARTICLE XI

The classifications and rates effective for this Agreement are contained in Exhibits A, B, C, D, E, and F attached to and made an integral part hereof.

The Board further agrees that it will provide each full-time custodian or maintenance worker with the same hospitalization-medical insurance coverage provided District teachers and that the Union shall be allowed to make recommendations to the Board concerning any proposed changes in either the hospitalization–medical insurance coverage or carrier. The Board’s contribution for a custodian or maintenance worker who works less than full-time shall be prorated on the basis of the number of hours worked by a full-time employee in a regular work day. The district agrees to notify the union of any increase in insurance rates as soon as they are received from the insurance carrier.

The Board agrees to continue providing the same hospitalization-medical insurance benefit for one calendar year post-retirement for any custodian or maintenance worker with at least 15 years of service with the

District. In lieu of this insurance benefit the retiree may elect to take a bonus of \$5,000 to be paid post-retirement.

During the term of this agreement, the Board, or its agents, shall not subcontract any janitorial services currently being performed by District custodians.

ARTICLE XII

This agreement shall be in full force and effect without change from July 1, 2015 through June 30, 2021, and shall automatically renew itself from year to year thereafter, unless sixty (60) days prior to any annual termination date thereafter, either the School District or the Union serves written Notice upon the other party of its desire to amend or terminate this Agreement.

EXHIBIT "A"

Wages

Through 6-30-15

Years	Hourly Wage
0	\$ 13.80
90 days	N/A
1	\$ 14.78
2	\$ 15.76
3	\$ 16.74
4	\$ 17.72
5	\$ 18.70
6	\$ 19.66

7/1/2015

Years	Hourly Wage
0	\$ 14.39
90 days	\$15.00
1	\$ 15.37
2	\$ 16.35
3	\$ 17.33
4	\$ 18.31
5	\$ 19.29
6	\$ 20.25

7/1/2016

Years	Hourly Wage
0	\$ 14.61
90 days	\$ 15.23
1	\$ 15.60
2	\$ 16.60
3	\$ 17.59
4	\$ 18.58
5	\$ 19.58
6	\$ 20.55

7/1/2017

Years	Hourly Wage
0	\$ 14.82
90 days	\$ 15.45
1	\$ 15.83
2	\$ 16.84
3	\$ 17.85
4	\$ 18.86
5	\$ 19.87
6	\$ 20.86

7/1/2018

Years	Hourly Wage
0	\$ 15.12
90 days	\$ 15.76
1	\$ 16.15
2	\$ 17.18
3	\$ 18.21
4	\$ 19.24
5	\$ 20.27
6	\$ 21.28

7/1/2019

Years	Hourly Wage
0	\$ 15.42
90 days	\$ 16.08
1	\$ 16.47
2	\$ 17.52
3	\$ 18.58
4	\$ 19.63
5	\$ 20.68
6	\$ 21.70

7/1/2020

Years	Hourly Wage
0	\$ 15.73
90 days	\$ 16.40
1	\$ 16.80
2	\$ 17.88
3	\$ 18.95
4	\$ 20.02
5	\$ 21.09
6	\$ 22.14

Maintenance Man

Maintenance Man will receive \$ 0.45 per hour more than the Exhibit "A" wage.

Grandfathered Wages

All current employees as of May 1, 2015 will receive the maximum (year 6) Exhibit "A" wage.

Shift Differential

Evening shift employees will receive \$ 0.40 per hour more than the Exhibit "A" wage.

EXHIBIT "B"

"COMP" TIME GUIDELINES

- A. "COMP" time will be limited to 80 hours.**
- B. Utilization requires 24 hours notice to district.**
- C. No restrictions on increment use.**
- D. No cut-off date impacting use.**
- E. Time cannot be banked above 80 hours. Employee retains time already earned over limit.**
- F. Superintendent may honor emergency requests occurring outside these guidelines.**

GYM RENTAL GUIDELINES

- (1) ANY and ALL events which involve the use of school owned facilities shall complete a facilities usage form stating the purpose, the hours, the type(s) of event(s) and the specific area to be used. Also, it must be stated who the person(s) are that are to be in charge of the event and there must be at least one (1) certified staff member who will assume full responsibility for the facility and equipment.
- (2) The superintendent or his designee will determine if there is to be a custodial fee assessed for the event or if the event is to be “exempted” from the payment of the custodial fee. **“Exempt status” refers to organizations catering to School District youth. The Superintendent will make the final decision on the status of a group wanting to use the facility.**
- (3) In cases where the custodial fee is “exempted” then it shall be perfectly clear to the group using the facility that the area is to be left in a clean and acceptable condition. The condition of the facility shall be determined by the Superintendent or his designee and the union steward at the building.
- (4) In the event that a facility or equipment is found to be in unacceptable condition following an event, then the custodian(s) who are next in line for a facility rental shall be given a minimum of four (4) hours of overtime payment for cleaning the facility at the rate of 1 ½ times their regular rate of pay. It is understood that the payment will be a MINIMUM of four (4) hours regardless of the actual time expended to restore the facility to its proper status.
- (5) Any overtime assessments will be paid by the organization using the facility and will not be paid by the school district.
- (6) No gym rental will be for less than two (2) hour duration.
- (7) There shall be at least one (1) day notice prior to any gym rental except in cases of emergency.
- (8) The above criteria shall apply only to school related functions and school related, school approved sports.
- (9) The custodian may choose to receive either overtime pay or comp time for working the gym rental.

BOARD OF EDUCATION
HILLSBORO COMMUNITY UNIT SCHOOL
DISTRICT NO. 3
1311 Vandalia Road
Hillsboro IL 62049-2034

LABOR UNION NO. 1084 OF THE
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA AND
SOUTHWESTERN ILLINOIS
LABORER'S DISTRICT COUNCIL,
AFL-CIO, HILLSBORO ILLINOIS

President, Board of Education

Local Representative

Secretary, Board of Education

Union Representative