

Bargaining Agreement

Between

Hillsboro School District

and

The Laborers' International Union of North America,
The Southern and Central Illinois Laborers' District Council

and

Laborers' Local 773

Duration: October 1, 2015 through September 30, 2018

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AGREEMENT

This Agreement made and entered into the first day of October 2015, by and between Hillsboro School District, hereinafter called the "Employer", and The Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council and Laborers' Local 773, hereinafter called the "Union".

ARTICLE 1 RECOGNITION

Section 1. The Employer agrees to recognize the Laborers' International Union of North America as the sole collective bargaining agent for all of its employees, other than director, assistant director, substitute employees, and bookkeepers employed by it at food service facilities operated by the Board of Education of Hillsboro School District Hillsboro, Illinois, for the purpose of making agreements as to wages, hours and general conditions of employment, and for the adjustment of complaints and grievances.

Section 2. Union Security

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay, in lieu of dues, their proportionate fair share of the administration, and the pursuance of matters affecting wages, hours and conditions of employment, in accordance with the applicable Labor Relations Act. The fair share payment, a pro rata amount of Union dues as certified in writing by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date.

Section 3. The Employer agrees to honor, upon presentation by the Union, all assignments for initiation fee and membership dues which have been properly signed by an employee on a form furnished by the Union and attached hereto as Appendix "C"; 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 period thereafter, whichever is less, and which further provide that the employee may revoke said assignment by giving written notice, on a form furnished by the Union, to the Employer and the Union at least ten (10) days and not more than twenty (20) days before any periodic renewal date.

Section 4. The Union shall indemnify and save the Employer 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 Employer for the purpose of complying with any of the provisions in this Article.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The management of the units and the direction of the employees, including the right to hire, transfer, suspend and discharge for just cause, and to lay off employees because of lack of work or for other legitimate reasons, are vested exclusively in the Employer.

Section 2. The establishment or modification of operating standards, quality of operating standards, quantity, and quality of production and workmanship, methods and schedules of operation, assignment of work, and any written description of work to be accomplished on each job is reserved for the Employer.

Section 3. Nothing contained in this Agreement shall be intended or construed as a waiver of the usual inherent and fundamental rights of management, whether the same has been exercised heretofore or not, and these rights are hereby reserved for the Employer.

ARTICLE 3 SAVINGS 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 4 NO STRIKE, NO LOCKOUT

Section 1. It is agreed that during the term of this Agreement, neither the Union, the officers nor members shall instigate, call, sanction, condone, or participate in any strike, sit-down, stay-in, walkout, slowdown, stoppage, or curtailment of work, picketing, or willful interference with work or receipt of shipment of materials and that there shall be no lockout of employees by the Employer.

Section 2. In the event that any employee(s) violate the provisions of the above paragraph, the Union shall immediately and publicly disavow such action and order any of its member(s) who participate in such action back to their jobs, forward copies of such order to the Employer, and use every means at its disposal to prevent the conduct and continuance of such action.

Section 3. Any employee or employees found guilty of instigating, fomenting, actively supporting, or condoning such actions shall be subject to immediate discharge.

ARTICLE 5 SENIORITY

Section 1. "Seniority" shall, for the purposes of this Agreement, be defined as an employee's length of service with the Hillsboro School District from the date and time of last hire as full-time employee.

The Union and the Employer have agreed on a Seniority List as submitted by the Union. This list will be made a part of this Agreement and is attached as Appendix "B". The parties agree that this list will be updated as necessary, by mutual consent.

Section 2. Employees will lose seniority and employment will cease if:

- A. employee quits;
- B. employee is discharged for just cause;
- C. employee is absent for forty-eight (48) hours without notifying management, provided such notification is reasonably possible. The employee assumes full responsibility for such notification;
- D. employee is laid off longer than allowed in 105 ILCS 5/10-23.5.

Section 3. An employee is a "probationary employee" for her first ninety (90) working days of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority until she has completed the probationary period. Upon the completion of the probationary period, she will acquire seniority from the original date of hire as full time employee.

Section 4. The District shall maintain a seniority list for full-time employees. When layoffs occur, such layoffs shall be made according to the seniority rights of the employees. In regard to return to work, the individual last laid off shall be the first returned. Full-time employees laid off will return to the substitute worker list. If an employee's job is eliminated and said employee's seniority listing is higher than other bargaining unit employees, then all positions below the more senior employee shall be offered for bumping purposes.

Section 5. Vacant positions will be posted for bid within three (3) working days of the vacancy. New positions will be posted as soon as they are created. If needed, the Employer has the right to temporarily fill a new position; however, a bid for that position must be posted at the same time the Employer temporarily fills it.

When it is known in advance that an employee will be absent for five (5) days or more, the Employer shall attempt to fill the position by first offering the additional hours to full-time employees at that school. If a full-time employee takes the additional hours, she is required to work those additional hours for the entire period. The position, which is temporarily open, will be offered to a **substitute**.

All vacant and new positions shall be posted for a period of three (3) workdays. A copy of each posting will be given to the chief steward. After three (3) workdays, the job will be awarded to the most senior employee who bid the vacancy, and that employee will start his new job no later than two (2) working days after award of posted position. Said employee is to be assigned to the vacancy on a temporary basis for a trial period of six (6) days. At any time during the six (6) working day trial period, the Employer will determine whether such employee has the necessary ability to perform the duties required to fill the position. If the employee is permanently retained in the new position, he shall have no further claim to the position which he vacated. If the employee lacks the necessary ability, then such employee shall be allowed to return to his former position, and the new position will be filled by the next most senior bidder on the bid. Vacancies created by the first bidder shall also be posted on the first working day following the first bidder completing the six (6) day trial period. It is understood that during the six (6) working day trial period, the employee has the right to turn down the job and return to the job she just left.

ARTICLE 6 DISCHARGE

Section 1. It is agreed that nothing herein shall in any way prohibit the Employer 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:

- drunkenness or drinking;
- 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.

Section 2. In the event that a discharged employee feels that he has been dealt with unjustly, 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, then said discharge shall be deemed to be absolute.

Section 3. The Employer 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. The Employer agrees to notify the Union prior to taking such actions.

ARTICLE 7 SHOP STEWARD CLAUSE

The stewards shall be designated by the Business Manager of Laborers' Local 773 and the Employer shall be given names of the stewards by the Union. The Steward, which the Business Manager appoints as the Union's Member Service Representative, will be allowed one (1) day per year, with pay, to attend Union sponsored training.

ARTICLE 8 GRIEVANCE PROCEDURE

The provisions of this Article shall set forth the sole and exclusive procedure for the adjustment of any grievance of the employee or the Union. A grievance is hereby defined as an allegation that the Employer 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 cafeteria director. The employee may have the shop steward present if he so desires. Grievances must be presented within two (2) full workdays (Monday through Friday) after the employee becomes aware of the incident-giving rise to the grievance. Upon failure to resolve the grievance, the Union may move to Step 2 of the grievance procedure.

Step 2.

The Union shall submit the alleged grievance in writing showing the violation believed to have taken place. This written grievance is to be submitted to the Business Manager of the Local Union and the Superintendent of the School District. The submission shall take place within five (5) within working days of the decision in Step 1. The Superintendent shall have ten (10) working days to submit his answer in writing to the Union. Upon failure to resolve the grievance at Step 2, the Union must notify the Superintendent, in writing, within ten (10) working days of the Superintendent's answer that they are going to Step 3 of the grievance procedure.

Step 3.

In the event that the parties are unable to adjust any grievance though the grievance procedure set forth above, then the grievance may be submitted, at the request of either the Employer or the Union, to arbitration. The arbitrator

shall be mutually selected by agreement between the Employer and the Union, using the Illinois Department of Labor Conciliation 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 Employer and the Union.

ARTICLE 9 HOURS OF WORK

Section 1. Employees may be required to work in excess of their regular workday or workweek, since employees all work different hours per day. No employee shall be assigned less than four (4) hour per day. However, it is agreed between the parties that during each year of this Agreement, the Employer may create one (1) full-time, three (3) hour position, with the understanding that this will in no way adversely impact current employees who work four (4) hours or more. All work performed in excess of eight (8) hours in a day shall be paid at one and one-half (1 ½) times the regular rate of pay.

When employees report to work and no work is provided by the Employer, the employee shall be paid a minimum of one (1) hour reporting time pay. When an employee's scheduled work time commences and the employee is subsequently instructed to cease work, the employee shall be entitled to a minimum of two (2) hours pay, or actual time worked, whichever is greater. A full-time employee temporarily upgraded who works 20 consecutive work days at said upgraded position shall receive sick day compensation for a previously earned sick day base on the number of hours of the temporary position once for each 20 consecutive working days worked.

Section 2. Any time the kitchen facilities are used to prepare or sell food by Hillsboro School District, an employee shall be present.

Section 3. Banquets and Countywide Teacher Meetings are to be worked by the employees within the school where the banquet is held, by seniority, on a rotation basis. If more help is needed, employees from other schools will be called according to seniority. Employees working banquets and county-wide teacher meetings shall be paid at one and one-half (1 ½) times their regular rate of pay for all hours worked.

Section 4. Any individuals used for cafeteria work must be governed by the rules of this Agreement.

Section 5. Excluding banquets, mileage will be paid to regularly scheduled employees who are asked to do temporary work at outlying schools. The mileage paid to employees will be in accordance with school policy.

Section 6. When cook menu discussion meetings are scheduled by the Employer, the Head Cook shall be paid at the regular rate of wage plus mileage,

in accordance with school policy, from the place of work to the meeting site and back to the place of work. If the Head Cook is unavailable to attend, the Assistant Cook will be allowed to attend.

ARTICLE 10 HOLIDAYS

Section 1. Holiday pay shall be calculated according to the position and number of hours worked by the employee on the scheduled workday before and after the holiday.

New Year's Day

Martin Luther King, Jr.'s Birthday

Lincoln's Birthday and/or President's Day (as designated by the Employer)

Good Friday

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Day after Christmas

New Year's Eve Day

Memorial Day (provided that school is still in session and lunch is scheduled to be served on the day following Memorial Day)

Management may adjust holiday work schedules to meet the needs of the food service program, and any such adjustment shall not make any affected employee eligible for overtime pay. In the event any holidays are changed 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. The determination will be made jointly by the Superintendent and the Union.

Section 2. In order to qualify for holiday pay, an employee must meet the following qualifications:

- A. completed ten (10) working days of employment; and
- B. be on the job and available for work the employee's last scheduled workday before and the employee's first scheduled workday after the holiday.

ARTICLE 11 WAGES

Section 1. The classifications and rates effective for the duration of this Agreement are contained in Appendix "A" attached hereto and made an integral part of this Agreement.

Section 2. The job classifications described above are merely to determine the responsibility assigned. Each employee is required to perform any other duty requested by the manager in order to receive his normal day's pay.

ARTICLE 12 HEALTH AND WELFARE

Section 1. The following Group Insurance Benefit shall be available to employees whose hire date is on or before October 1, 2001.

Life Insurance: \$10,000.00

The Employer shall pay the entire premium for this insurance, without contribution from any employee. However, employees hired upon or after October 1, 2001 shall be excluded from life insurance coverage.

Section 2. Such insurance shall be continued in effect until the end of the calendar month in which an employee has been removed from the payroll for any cause.

Section 3. Sick Pay

Employees covered by this Agreement shall receive ten (10) days sick leave per school year at their current hourly rate, with no limit on the number of days which may be accumulated. After three (3) consecutive days of absence, the School District may request the employee to bring a doctor's excuse. The School District will grant severance pay upon honorable separation, after an employee has completed fifteen (15) years of service with the District. Payment will be at the rate of forty dollars (\$40.00) per day for one-half (1/2) of the accumulated sick leave or the employee may convert accumulated sick leave to IMRF pension benefits per Illinois Law.

Section 4. Personal Leave

Each employee of the District will be granted two (2) personal leave days per school year. The employee must have completed her probationary period. Personal leave days shall accumulate up to a maximum of four (4) days; thereafter, the days accumulate as sick leave days. An employee may use a personal day when school is unexpectedly cancelled such as in the case of bad weather.

Section 5. Funeral Leave

An employee who has completed the probationary period, and who is absent from work due to the death or funeral of spouse, father, mother, parent of spouse, daughter-in-law, son-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, stepfather, stepmother, stepbrother, stepsister, grandparent, or grandchild will be paid up to the maximum of three (3) days' pay for time lost including the day of the funeral. Beyond the definition of funeral leave, as described above, the Employer may grant funeral leave in special or unique circumstances.

Section 6. Jury Leave

Employees shall suffer no loss of pay when called for jury duty, provided the employee shall return pay received for jury duty to the District Office. The employee shall be entitled to retain jury duty expense reimbursements.

Section 7. Pay Day

Employees shall turn in complete and accurate timesheets to the Director on or before the 5th and 20th of each month. The Employer will do everything within reason to see that paychecks are issued on the 15th and 30th of the month. If the 15th or 30th should fall on a weekend, then employees will receive checks on the Friday before the regular pay date.

ARTICLE 13 NON-DISCRIMINATION

The policy of the Employer and the Union is not to discriminate against any employee on account of race, creed, color, religion, sex, sexual orientation, marital status, arrest record, military status, national origin, Union membership, or activity. The use of the feminine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the feminine pronoun includes the masculine pronoun as well.

ARTICLE 14 GENERAL PROVISIONS

Section 1. Meals

Employees regularly scheduled to work over four (4) hours are entitled to one (1) meal, excluding a la carte, to be eaten during a one-half (1/2) hour paid lunch break. Employees regularly scheduled to work up to (4) hours are entitled to one (1) meal, excluding a la carte, to be eaten during a fifteen minute comfort break. These breaks are to be scheduled by the Employer. Employees shall remain on school premises during these break periods to receive a paid break.

Section 2. Personal Leave of Absence

An employee may be granted a leave of absence for good cause for a period of not longer than sixty (60) days, upon application of the employee and approval of

the superintendent, provided sufficient notice is given in advance, except in cases of emergency.

Section 3. Beginning October 1, 2009 and each October 1 thereafter, the Employer will give each full-time employee one-hundred and fifty dollars (\$150.00) to purchase smocks, hairnets, and shoes. To be eligible for this benefit, the employee must be a full-time employee on October 1 or hired as a full-time employee because of a job opening on the first day of the school year. The Employer has the right to determine appropriate attire.

Section 4. The Employer will directly provide or pay the cost of any training and licensure that each employee's current position requires. If the training is provided in-district, employees will receive their regular rate of pay for training hours. If the training is off-site and during regular work hours, employees will receive their hourly rate for regularly scheduled hours. If the training is off-site and outside of regular work hours, the employer will only pay for fees and transportation.

The costs will be paid provided the employee successfully completes the course. These costs will be paid utilizing direct billing to the District if the provider allows it.

ARTICLE 15 DISCIPLINE AND DISCHARGE

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 are as follow:

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 file/record if, from the date of 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 16
DURATION OF AGREEMENT

This Agreement will be in full force and effect, without change, through September 30, 2018, and shall automatically renew itself from year to year thereafter, unless ninety (90) days prior to any annual termination date thereafter, either the Employer or Union serves written notice upon the other party of its desire to amend or terminate this Agreement. Upon the giving of such notice, negotiations on a new Agreement shall begin promptly.

This written agreement contains all the terms of the agreement between the parties and any other letters or memoranda purporting to contain any other terms area hereby held null and void unless the terms thereof are recited herein.

FOR THE EMPLOYER:

Hillsboro School District

Thomas W. Clinard, President
Board of Education

Date:_____

Earl Meier, Secretary
Board of Education

Date:_____

David E. Powell, Superintendent

Date:_____

FOR THE UNION:

Laborers' Local 773

Kevin Starr, Business Manager

Date:_____

The Southern and Central Illinois
Laborers' District Council

Clint Taylor, Business Manager

Date:_____

APPENDIX "A"
WAGE SCHEDULE

FULL-TIME EMPLOYEES

JOB CLASSIFICATION	10/01/15	10/01/16	10/01/17
*Cook/Baker	\$17.54	\$17.89	\$18.25
General Cafeteria Worker	\$16.24	\$16.56	\$16.89

*Cooks will perform the baking duties, as required.

When an employee is hired in a full-time position, they will receive ninety percent (90%) of the job classification scale for the first twenty (20) working days.

APPENDIX "B"
CAFETERIA EMPLOYEES SENIORITY LIST

Regular Hourly Employees

Name	Date Employed
1. Marcella Kimbro	09-26-80
2. Pat Rhoades	09-23-88
3. Donna Roper	09-07-90
4. Sherry Baron	08-20-91
5. Cathy Epley	09-24-92
6. Chris Walters	01-17-96
7. Carrie Baron	02-15-96
8. Ellen Lang	03-28-96
9. Pam Guinn	04-15-96
10. Jane Bowman	11-17-98
11. Lynda Compton	04-19-00
12. Beverly Slightom	10-23-00
13. Delva Gifford	11-28-00
14. Brenda Mehlberg	09-11-02
15. Carey Niehaus	10-14-03
16. Michelle Roth	11-29-12
17. Cathy Matthews	05-09-13
18. Tanya Halleman	01-21-14
19. Deb Malloy	02-10-14
20. Kellea Passariello	03-20-15

APPENDIX "C"
DUES AUTHORIZATION

LABORERS' LOCAL 773
5200 LABORERS' WAY
MARION, IL. 62959

AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

CHECKOFF AUTHORIZATION AND ASSIGNMENT

HILLSBORO SCHOOL

I, _____, (print name), do hereby assign to Local Union No. 773, Laborers' International Union of North America, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the local Union as may be established for its members from time to time. My Employer, including my present the Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to Local Union and/or its authorized representative, in accordance with the collective bargaining agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each collective bargaining agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the collective bargaining agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my Employer and the Union, whichever occurs sooner. For the effective period of this check off authorization and assignment, I hereby waive any right I may have to resign my Union membership. Furthermore, this check off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this _____ day of _____, 20_____.

Name	Employee Signature

Street Address

City	State	Zip code

Phone#	Date of Birth	Social Security Number