

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**HERRIN COMMUNITY UNIT SCHOOL DISTRICT NO. 4**  
**AND**  
**(SUPPORT PERSONNEL / CLERICAL)**  
**THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,**  
**THE SOUTHERN AND CENTRAL ILLINOIS LABORERS'**  
**DISTRICT COUNCIL**  
**AND**  
**LABORERS' LOCAL 773**



**DURATION: SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2028**

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**(Support Personnel)**

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# **EDUCATIONAL SUPPORT PERSONNEL COLLECTIVE BARGAINING AGREEMENT**

## **ARTICLE 1 PREAMBLE**

- 1.1 Parties to Agreement** - This Collective Bargaining Agreement is made and entered into by and between Herrin Community Unit School District No. 4, Williamson County, Illinois, hereinafter referred to as the "School District" and the Laborers' International Union of North America, the Southern and Central Illinois Laborers' District Council and Laborers' Local 773, hereinafter referred to as the "Union," as the representative of the 12-month and 9 ½-month secretarial employees of the Herrin Community Unit School District No. 4, hereinafter referred to as "employees."

## **ARTICLE 2 RECOGNITION**

- 2.1 Area and Employees Covered** - The bargaining unit for this Agreement shall include all of the regularly employed 12-month and 9 ½-month secretaries employed by the School District. The Executive Secretary to the Superintendent, Executive Secretary to the Testing/Curriculum Coordinator, District Treasurer/Bookkeeper, all supervisors, managerial employees, confidential employees, and short-term employees as defined in the Act, and all other employees are not covered by this Agreement. Notwithstanding any of the foregoing provisions of this Article, any person who shall substitute for a secretarial employee who is unavailable to work, shall not be covered under this Agreement, unless the School District shall retain the service of said substitute on a regular full-time basis to act as a substitute.

**Substitutes** - The School District will arrange for substitutes who could be used in case of an illness or other leave of absence requested by the employee. The substitute will be used only for long-term leaves. A long-term leave shall be no less than one (1) week in duration. The Building Principal shall use his discretion as to whether or not a substitute is required for absences shorter than one (1) week in duration, based upon the amount of work pending at that particular time. The rate of pay for the secretarial substitute shall be \$8.50 per hour.

- 2.3 Scope of Bargaining** - Both parties agree to negotiate in good faith with respect to wages, working hours, working conditions, fringe benefits, and mutually agreed upon matters.

**2.4 Recognition, Union Security, and Dues Deduction** - Until such time as Laborers' Local 773 may be replaced as provided by the Illinois Educational Labor Relations Act, the School District recognizes Local Union No. 773 as the bargaining representative for the employees covered by this Agreement.

Any new employee hired after the effective date of this Agreement shall successfully complete the probationary period described in this Agreement before deciding to become a member of the Union.

Upon receipt of a written and signed authorization form from an employee (Appendix "B" of this Agreement), the School District shall deduct the amount of Union dues and initiation fees, if any, and shall remit such deductions monthly to the Secretary-Treasurer of Laborers' Local 773 at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the School District of any increase in dues, in writing, at least thirty (30) calendar days prior to its effective date.

Should any adverse action result from enforcement of this Article, the Union shall indemnify the School District for any damages or loss resulting thereof.

### **ARTICLE 3 NON-DISCRIMINATION**

Both parties recognize the need to, and shall, comply with Federal and State Equal Opportunity Employment Laws.

The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

### **ARTICLE 4 EMPLOYEE AND UNION RIGHTS**

- 4.1 Dues Deductions** - The Board shall deduct from the pay of each employee, one-half (1/2) on the 12<sup>th</sup> and one-half (1/2) on the 26<sup>th</sup> of each month, all current membership dues of the Union, provided that at the time of such deduction there is, in the possession of the Board, an authorization form for such deduction executed by the employee. Initiation fee to be payroll deducted over a period of two (2) months until the fee is paid in full.

The dues authorization to be signed by the employees will be made a part of this Agreement as Appendix "B".

- 4.2 Fair Share Agreement** - Each bargaining unit member, as a condition of his employment, upon successful completion of the probationary period described in this Agreement, shall join the Union or pay a fair share fee to the Union as determined by the Union. The fair share fee/dues may include any local, state, or national dues. In the event that the bargaining unit member does not pay his fair share fee directly to the Union, the Board shall deduct the fair share fee from the wages of the non-member. Should any legal action be brought against the School District as a result of the implementation of this Section of this Agreement, the Union shall indemnify and hold harmless the School District. The full cost of legal defense and/or any judgments, penalties, or awards shall be the sole responsibility of the Union. The Board of Education will cooperate fully with the Union in its defense.

### **ARTICLE 5 WORKING CONDITIONS**

- 5.1 Workweek** - The workweek for employees shall consist of seven (7) hours per day or thirty-five (35) hours per week. Hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week require prior authorization and approval by the immediate Supervisor and

Superintendent and shall be paid based on the employee's regular daily rate of pay, broken down to hourly. Hours worked in excess of eight (8) per day or forty (40) per week also require prior authorization and approval by the immediate Supervisor and Superintendent and shall be paid at one and one-half (1 ½) times the employee's regular daily rate of pay, broken down to hourly, for only those hours worked in excess of eight (8) hours per day or forty (40) hours per week.

In the event of a snow day, the employees will have the option to work or take the day off with pay. If an immediate Supervisor requests that the employee report to work, the employee will be paid at his regular rate of pay.

- 5.2 Assigned Work Shifts** - Regular work shifts for all positions will be established by the Superintendent. These shifts shall be subject to change to meet the needs of the School District. However, each shift shall be continuous with a sixty (60) minute (non-paid) food break scheduled.

- 5.3 Wage Rate and Pay Periods** - It is understood and agreed that the wage scales shall be as listed in Appendix "A". Employees shall be paid twice monthly on the 12<sup>th</sup> and 26<sup>th</sup>. 12-month employee's wages will be based on two hundred thirty (230) days paid in twenty-four (24) pays; 9 ½-month employee's wages will be based on one hundred ninety (190) days paid in twenty-four (24) pays.

Overtime pay for work performed in the first one-half (1/2) of the month will be paid on the 26<sup>th</sup> day of that month. Overtime pay for work performed in the last one-half (1/2) of the month will be paid on the 12<sup>th</sup> day of the following month. It is understood and agreed that employees are paid for all hours worked for Herrin Unit School District No. 4, not to exceed thirty-five (35) hours weekly unless requested by the Building Principal.

- 5.4 Overtime Work** - All overtime work shall be approved by the immediate Supervisor, or the Athletic Director or the Vocational Director, for those specific departments. In making overtime assignments, the Principal/Supervisor shall be mindful of the needs of the School District, the desires of the employees, and the need to make overtime work assignments as equal as possible. In the event the Principal/Supervisor deems the overtime work necessary but the secretary he assigns is not interested in the assignment, the Principal/Supervisor shall assign the work to the employee best suited to do it; or in the event that several employees are equally suitable for the assignment, he shall assign the work to the employee with the least amount of overtime during the previous calendar month. Should an assignment require additional employees from other offices, the seniority list for the bargaining unit shall be used. Volunteers will be sought before implementing the list. Management will start asking

the most senior to the least; if all employees refuse the work, then the least senior to the most senior will be assigned to complete the task. All employees who worked the overtime will then move to the top of the list per the assignment. The Union shall monitor and maintain the seniority list, not the Superintendent's Office.

**5.5 Probationary Period** - All new employees shall be required to serve a probationary period of two (2) calendar months. During this probationary period, employees may be dismissed without respect to seniority. There need be no reason given for the dismissal of a probationary employee. Upon completion of the probationary period, the employee's seniority shall accumulate commencing with the first day of regular work.

**5.6 Job Bidding** - The Superintendent shall have posted in all school buildings, and shall send to the Union, a notice of all employee vacancies as they occur. An administrative vacancy shall be accompanied by a job description, a statement of minimum qualifications and salary ranges. No vacancy, except in case of emergency, should be filled until such vacancy shall have been posted for at least fifteen (15) calendar days. Emergency appointments shall not extend beyond the school year in which they are made. During the summer vacation, vacancy notices shall be mailed to the Union Steward for distribution. Vacancies shall be filled on the basis of experience, competency, and qualification of the applicant and on other relevant factors.

Employees will be allowed five (5) working days in which to bid on each vacancy as they occur. Such application shall be in writing to the Superintendent and the Building Principal where the vacancy exists. The School District will award the job to the employee with the most seniority provided he has the ability to perform the job for which he is bidding. Such positions shall be open to application by employees, but assignment shall be at the discretion of the Superintendent. If the transfer request is denied, reasons for the denial will be provided in writing if requested by the employee.

**5.7 Trial Period on Reassignments** - A thirty (30) day trial period shall also apply to new assignments which are the result of transfers or job bidding. At any time before the completion of this thirty (30) day trial period, the Superintendent may transfer the employee back to the employee's previous assignment. The thirty (30) day trial period does not affect employee dismissal.

## **ARTICLE 6 EVALUATION AND REDUCTION OF EMPLOYEES**

- 6.1 Supervision and Evaluation** - The Principal/Supervisor shall discuss any dissatisfaction with the quality or quantity of the work with the employee and, if adequate corrections are not made, the Principal/Supervisor will report this to the Superintendent and will participate, along with the Union Steward or Union Representative, in all discussions or meetings that may ensue., A written evaluation report shall be prepared by the Principal/Supervisor on all probationary employees. The first report will be due after approximately one (1) month. A second written evaluation shall be prepared near the end of the probationary period. If the employee's work is acceptable, employment as a regular employee shall follow.

All employees shall receive written evaluations of their job performance yearly. This shall be done by the Building Principal on or before the second week of May at the end of the school year.

The Supervisor shall discuss the *first* occurrence of any dissatisfaction with the quality or quantity of the work with the employee within five (5) days of the occurrence. The employee may have the Union Steward present at any meeting in which the employee may be disciplined or as a result of an adverse evaluation.

In the event a *second* like occurrence should arise, the Principal will prepare a written warning within five (5) days of the occurrence. The employee or the Union Steward may sign the warning as acknowledgment of receipt of the document.

In the event of a *third* occurrence within a calendar year of the first occurrence, the employee may be terminated. The Superintendent will prepare the appropriate documentation and provide the employee with a copy by certified mail and provide the Business Manager of the Local Union with a copy.

- 6.2 Termination of Employee(s)** - An employee may be terminated by A) discharge for just cause which shall be provided to the employee in writing by the Board, or B) upon written notice of resignation or retirement by the employee to the Board not less than ten (10) days prior to the intended date of termination. In the event that an employee gives at least ten (10) days' notice of his intention to retire or resign, he shall be entitled to receive that proportion of unused vacation days as computed by multiplying the total "eligible" vacation days by the percentage of the fiscal year worked. Payment for the eligible unused vacation days will be included with the last regular paycheck. In the event that the employee fails to give at least ten

(10) days' notice or is discharged for just cause, he shall forfeit all unused vacation days.

**6.3 Reduction in Force** - In the event of a reduction in the work force, the employee(s) with the least amount of seniority in the District shall be the first to be released. The Superintendent shall then meet with the Business Manager to determine reassignment of affected employees to the remaining jobs. In reaching this decision, they shall consider the need of the School District to maintain a stable and well-trained work force, as well as the qualifications and seniority of the employee.

**6.4 Reduction in Force - Recall** - In the event that there is a reduction in the number of employees, the School District shall recall those employees who have been laid-off, in seniority order, if the position(s) is restored within two (2) years. Upon receiving Notice of Recall, the employee shall have three (3) working days to accept the recall to work. Failure to do so shall result in the employee forfeiting all rights of recall and the position shall be offered to the next most senior laid-off employee, if any.

Any employee recalled within one (1) year or less from a layoff will not be required to serve a second probationary period. Any employee recalled after one (1) year from a layoff shall serve the same probationary period as a new hire. During this probationary period, the employee cannot be dismissed without a statement of due-cause given. The recalled employee shall be paid at the same rate as a regular employee. The recalled employee shall be entitled to the number of years of service as was in effect at the date of the layoff.

**6.5 Discharge of Employees** - Employees who have served their probationary period shall be discharged only for just cause. Good and sufficient reasons shall include, but not be limited to, dishonesty, continued lateness, absenteeism, insubordination, violation of rules, incompetence, a non-corrective response to evaluation reports, neglect of duty, fighting, or intoxication. Nothing in this Agreement shall limit the School District's right to determine the size of staff required to perform needed services.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

**7.1 Grievance Procedure** - A "grievance" is a dispute as to the interpretation, application, performance, or violation of this Agreement by the School District. All time limits listed below are considered as weekdays, excluding Saturdays, Sundays, and holidays. Failure on the part of the employee or the Union to comply with the procedure described herein shall serve to terminate the grievance.

A grievance shall be handled pursuant to the following procedures:

- A. The aggrieved employee may take it up orally with his Principal/Supervisor within three (3) working days after it arises. The Steward may be present at all steps of the grievance procedure. The Principal/Supervisor shall announce his decision within two (2) days after the conclusion of his meeting pursuant to this step.
- B. If the grievance is not settled at step (A), it shall be reduced to writing, citing the part of this Agreement which is alleged to have been violated and stating all corrective action requested, signed by the employee, and taken up by the Steward and/or a representative of the Union with the Superintendent of Herrin Community Unit School District No. 4 or his designated representative who shall announce in writing his decision within ten (10) days after the matter has been presented to him. This decision shall be delivered to the employee and to the Union.
- C. If the grievant is not satisfied with the disposition of the grievance at step (B) above, or the time limits expire without the issuance of the Superintendent's response, the Union may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules. By mutual agreement by the Union and the Superintendent, arbitration may be administered by the Illinois Educational Labor Relations Board and the arbitrator shall be selected from a roster provided by the IELRB. If a demand for arbitration is not filed within thirty (30) days of the date for the response at step (B) above, the grievance shall be deemed withdrawn and cannot be reentered.
  - 1. Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.
  - 2. The Arbitrator shall have no power to alter the language or modify the terms of this Agreement.

It is expressly agreed that the following matters shall not be the basis of any grievance filed under the procedure outlined in the Article:

- 1. The termination of services of any probationary secretary.

2. Any matter involving secretarial evaluation.
3. Any claim, complaint, or matter for which the secretary can seek redress via another forum established by law or by regulation having the force of law.
4. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

**7.2 Grievance Withdrawal** - A grievance may be withdrawn at any level without establishing precedent.

**7.3 Cost of Arbitration** - Each party shall bear the full costs for its representation in the arbitration. The costs of the Arbitrator shall be divided equally between the parties.

**7.4 Stewards** - The Business Manager of the Local Union shall appoint a Steward. The Steward shall be subject to the same terms and conditions of employment as any other employee, but will not be discriminated against because of his Union activities as Steward. The Steward may assist an employee in preparing a grievance to be submitted to the employee's Principal/Supervisor. Where the Steward does assist in the presentation of any grievance, such presentation will be after working hours, except where the Superintendent authorizes otherwise and if it shall be during working hours, the Steward shall not suffer a loss of pay.

## **ARTICLE 8 EMPLOYEE BENEFITS**

**8.1 Holidays** - Legal school holidays and non-attendance days when school is not in session that are authorized by the Board of Education shall be observed by all full-time employees. All 12-month employees covered by this Agreement shall receive the July 4<sup>th</sup> holiday paid at their regular hourly rate. If the holiday falls on Saturday, the holiday will be recognized on the preceding Friday. If the holiday falls on Sunday, the holiday will be recognized on the following Monday.

**8.2.1 Sick Leave** - All employees covered by this Agreement shall be credited with fifteen (15) days of sick leave for each year worked under this Agreement. Sick leave may be pro-rated the first year according to the date of hire. Sick leave can be accumulated and can be used as service time with IMRF at retirement. All unused sick leave accumulated prior to this Agreement shall be carried forward and credited to the employee. Employees injured on the job and receiving Workers' Compensation shall

be paid only that part of their sick leave necessary to guarantee no loss of pay. Sick leave shall be interpreted to mean personal illness or illness in the immediate family or household. The immediate family for purposes of this Article shall include: parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Each employee shall receive an annual accounting of his total unused sick leave no later than the first pay period in any school year.

Upon retirement, the School District will purchase up 100 sick days not previously used for service credit, at the rate of \$55 per day.

**8.3 Personal Leave** - The Board shall grant four (4) full days personal leave or eight (8) half days, or a combination thereof, at full pay, to employees covered by this Agreement. It is the intended purpose of personal leave to provide time for employees to be able to take care of family or personal business which cannot be accomplished during non-working days or hours. It cannot be used for anything covered under the sick leave policy unless all accumulated sick leave of the employee has been used up. Any unused personal leave days, or parts thereof, will be carried over to a maximum of 6 days unless the employee requests it be added to sick leave. Written requests shall be made to the Principal/Supervisor, approved by the Superintendent, and must comply with the following guidelines:

- A. No employee shall be permitted to use his personal leave days during the first week of the school year or the last two (2) weeks of the school year; the day before or after Thanksgiving, Christmas, or spring vacations unless personal leave is being used as sick leave.
- B. The Principal/Supervisor shall be notified at least two (2) days prior to the day(s) to be off unless personal leave is being used as sick leave.

Any exceptions to the above shall be at the discretion of the immediate Supervisor.

**8.4 Bereavement Leave** - Reasonable time at full pay (not to exceed three (3) days per occurrence unless by special arrangement with the Principal/Supervisor) shall be granted for bereavement leave. Such leave shall cover: parents, spouse, brothers, sisters, children, grandchildren, grandparents, guardians of the employee's spouse, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, stepchildren, step-grandchildren, stepfather, stepmother, nieces, nephews, uncles, and aunts.

One day of bereavement leave may be used in the event of the death of a personal friend.

**8.5 Vacation** - All 12-month employees shall receive paid vacation as follows:

▪ After 1 Year	10 Days' Vacation
▪ After 5 Years	13 Days' Vacation
▪ After 10 Years	15 Days' Vacation
▪ After 15 Years	18 Days' Vacation
▪ 20 Years and Beyond	20 Days' Vacation

All 9.5-month employees with ten (10) or more years' experience with Herrin School District will come in at the fifteen-day (15) vacation rate when going to a 12-month position retro effective September 1, 2012.

All vacation time will be scheduled by the Principal/Supervisor and approved by the Superintendent. All vacation days allowed will be credited on July 1<sup>st</sup> each year and must be used by June 30<sup>th</sup> of the current fiscal year; no days may be carried over unless approved by the Superintendent.

**8.6 Health Insurance** - A member of this bargaining unit shall be placed on the insurance committee.

The Board shall pay all or part of the employee's health insurance Major medical, accidental death and dismemberment, and term life insurance premium to the extent listed below. The remainder of the premium shall be paid by payroll deduction.

The employer will pay seventy-five (75) percent of individual health insurance premiums and sixty (60) percent of the dependent health insurance premiums.

**Term Life Coverage** - The District shall pay one hundred percent (100%) of the employee term life insurance coverage.

**8.7 Training** - Job related training must be approved in advance by the Building Supervisor and the Superintendent. If the Superintendent decides that training is necessary and is related to the employee's current job assignment, the District will be responsible for providing in-service training at no cost to the employee.

**8.8 Mileage Reimbursement** - In accordance with regular payroll procedures, employees shall be paid at a uniform rate established by the Board of Education for all mileage required that is in relation to their employment. All requests for mileage reimbursement must be authorized by the Building Supervisor and approved by the Superintendent. All requests for mileage

reimbursement must be recorded on the appropriate form and submitted to the Unit Office.

- 8.9 Credit Union** - Deductions to be sent to the SIU Credit Union shall be granted upon written authorization by the employee. The authorization form shall contain the amount to be deducted each pay period, the beginning date for the deductions to be made, and the signature of the employee authorizing such deduction. (Option only if 60% or more of the union membership participates.)
- 8.10 Jury Duty** - The Board shall pay the regular salary to employees called to jury duty provided that the per diem is turned into the Unit Office. Employees subpoenaed shall submit a copy of the subpoena to the Unit Office for verification.
- 8.11 Longevity** - All employees covered by the terms of this Agreement shall receive stipends based upon their completed years of service, using a twelve (12) month calendar instead of a school calendar. The stipend shall be paid every fifth year beginning with the fifth year of completed service in the amount of one hundred (\$100) dollars for each year of service up to and including 30 years.
- 8.12 Retirement Stipend** - Any qualifying bargaining unit member who retires from the School District shall receive a retirement stipend of six thousand five hundred dollars (\$6,500). To qualify, the bargaining unit member's age and years of service must total 72 (example: 62 years of age plus 10 years of employment with the School District). The Employer agrees that upon any individual retirement within the bargaining unit, the salary savings shall be distributed to the bargaining unit across the board.
- 8.13 Laborers' Industrial Pension Fund**

**Section 1:** The Employer agrees to contribute to the Laborers' National (Industrial) Pension Fund (the "Pension Fund") for all employees covered by this Agreement in accordance with this Article.

**Section 2:** Beginning on September 1, 2023, and the term of this agreement the Employer shall contribute to the pension fund one dollar and seven cents (\$1.07) for each and every **hour** or portion of an **hour** for which an employee covered by this Agreement is paid by the Employer (including hours or portions of hours of paid holidays, vacation, sick leave, personal leave, other paid leave, and overtime). The parties agree that these pension contributions will be contributed by the Employer (pre-tax) to the Pension Fund. The contributions are to be considered Employer

contributions for purposes of the tax laws and they are not taxable income to the employees, rather taxation is deferred until benefits are paid.

**Section 3:** Contributions shall be due and paid on a monthly basis. Specifically, contributions earned during a calendar month shall be due and paid by the twentieth (20<sup>th</sup>) day of the immediately following calendar month.

**Section 4:** Unless otherwise agreed by the Pension Fund, contributions shall be paid by check made payable to the "Laborers' National (Industrial) Pension Fund" and delivered to the Pension Fund at 905 16<sup>th</sup> Street, N.W., Washington, D.C. 20006 by U.S. Mail or commercial carrier.

**Section 5:** Together with each contribution payment, the Employer shall deliver to the Pension Fund such written reports as the Pension Fund may require to verify and properly credit the contributions. If acceptable to the Pension Fund, the Employer may submit its contribution reports electronically.

**Section 6:** The Employer shall retain the payroll records on which its contribution reports are based. The Pension Fund shall be entitled to have an independent certified public accountant audit the Employer's records from time-to-time to reasonably verify the accuracy and completeness of the Employer's contributions.

**Section 7:** Contributions to the Pension Fund are part of the compensation package that the Employer has agreed to pay the employees covered by this Agreement for their labor.

In the event that the Employer fails to submit contributions and/or contribution

reports as required by this Agreement, the Pension Fund shall be entitled to pursue all i-

available legal or equitable recourse to enforce the Employer's obligations under this Agreement, without regard to any grievance or arbitration procedure under this.

**Section 8:** The Union and the Employer hereby adopt by reference the Pension Fund's Agreement and Declaration of Trust which governs the operations of the Pension Fund as a trust fund established for the purpose of providing retirement income to eligible participants and beneficiaries. A copy of the Agreement and Declaration of Trust has been provided to the Employer.

## **ARTICLE 9 EFFECT ON CONTRACT**

- 9.1 Savings** - If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful, unenforceable, or not in accordance with applicable rules of law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- 9.2 Strikes or Picketing** - The employees agree not to engage in any strike, slowdown, work stoppage, or other concerted refusal to render full and complete services to the School District. It is further agreed that after the termination date of this Agreement, and in accordance with the rules and regulations of the Illinois Educational Labor Relations Board, employees will not engage in any strikes, slowdown, or work stoppage, or picketing, or related type activity after the termination date of this Agreement so long as the School District and the Union continue bargaining in good faith for an Agreement between the parties to replace the Agreement in question or parts thereof as may be negotiated.

## **ARTICLE 10 NEGOTIATIONS**

- 10.1 Beginning and Duration of Agreement** - This Agreement shall be in full force and effect from September 1, 2023 until August 31, 2028
- 10.2 Negotiation Procedures** - Negotiations shall be conducted through joint discussions with representatives of the Board and the Union. Both parties agree they will have no more than five (5) persons present at any negotiating session.
- 10.3** In accord with provisions of the Illinois Educational Labor Relations Act, the Union will submit its proposals accompanied by financial implications not later than May 1 of the final year of the Agreement. The Board will do likewise by June 1, and direct bargaining shall begin no later than July 1. Timely reports on the status of negotiations shall be made as prescribed by the IELRB.

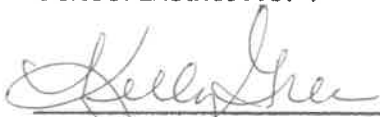
**10.4 Impasse** - If agreement is not reached on all issues by fifteen (15) days before the expiration of the Agreement, either party may (but shall not be required to do so) declare that an impasse exists and request the Federal Mediation and Conciliation Service to provide a mediator to assist them. This shall be reported to the IELRB. The Mediator shall take such steps as he may deem appropriate, in accordance with the rules and regulations of the FMCS, to persuade the parties to resolve their differences and affect a mutually acceptable Agreement. If an Agreement is not reached at this step, then it shall be submitted to binding arbitration under the Illinois Educational Labor Relations Act, and the Arbitrator shall be selected from a roster provided by the IELRB.

## ACCEPTANCE OF AGREEMENT


IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement. It shall continue to be in force until its expiration date of August 31, 2028

### FOR THE EMPLOYER:

Herrin Community Unit  
School District No. 4

  
Board President

Date: August 2, 2023

  
Board Secretary

Date: August 2, 2023

  
Superintendent

Date: August 2, 2023

### FOR THE UNION:

Laborers' Local 773

  
Jerry Womick, Business Manager

Date: 8/2/2023

Down State Laborers'  
District Council (DILDC)

  
Glyn Ramage, Business Manager

Date: August 2, 2023

## **APPENDIX "A"**

### **WAGE SCALE**

**BASE SCALE:** Base pay shall be that of the lowest paid employee at the current year of this Collective Bargaining Agreement.

#### **WAGE INCREASES:**

September 1, 2023	One Dollar and 20 cents (\$1.20) per hour.
September 1, 2024	Seventy-Five Cents (\$0.75) per hour.
September 1, 2025	Seventy-Five Cents (\$0.75) per hour
September 1, 2026	Seventy Cents (\$0.70) per hour
September 1, 2027	Seventy Cents (\$0.70) per hour

If there should be a reduction in the work force then the pay increases will fluctuate accordingly. Wage increases will maintain parity with all other agreements negotiated by the School District. In the event new moneys are provided by the State, the Union may open the agreement to negotiate wages.

**APPENDIX “B”  
SENIORITY LIST NEW SENIORITY LIST**

The following is the seniority list for the members of the original bargaining unit as presented by the Union and agreed to by the School District; they are listed beginning with the most senior to the least senior employee. The District Superintendent will update the Union with any additions or deletions of bargaining unit members as they occur.

<b>TERM</b>	<b>MEMBER</b>	<b>HIRE DATE</b>
12	Amy Williams.....	November 1998
9.5	Charlene Jilek .....	October 2001
9.5	Karen Bratcher .....	May 2007
12	Micah Myogeto .....	August 2014
9.5	Kacie Frankie .....	August 2014
9.5	Miranda Malone, .....	August 2015
9.5	Brenda Hill, .....	December 2015
9.5	Angie Helfrich, .....	August 2016
12	Alisa Gualdoni, .....	December 2016
9.5	Falan Miles, .....	August 2018
12	Carrie Gross, .....	April 2019 <b>Not paying dues</b>
12	Susan Howell, .....	April 2022
9.5	Danielle Emling.....	January 2023 <b>Not paying dues</b>
9.5	Caleb Trexler, .....	March 2023 <b>Not paying dues</b>

**APPENDIX "C"**  
**DUES AUTHORIZATION FORM**  
**LABORERS' LOCAL 773**  
**5102 ED SMITH WAY**  
**MARION, IL. 62959**

**AFFILIATED WITH**  
**THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

**CHECK-OFF AUTHORIZATION AND ASSIGNMENT**

**Herrin School Secretaries**

I, \_\_\_\_\_, (print name), do hereby assign to Laborers' 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 Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to said 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. 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\_\_\_\_\_.

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Social Security Number