

AGREEMENT
BETWEEN MILLSTADT CONSOLIDATED SCHOOL DISTRICT #160
AND
SERVICE EMPLOYEES UNION LOCAL #116
FOR THE PERIOD JULY 1, 2015 THROUGH JUNE 30, 2020

This working agreement mutually entered into this first day of July, 2015 by and between the Millstadt Consolidated School District #160, hereinafter referred to as the EMPLOYER, and Service Employees Union Local #116, hereinafter referred to as the UNION.

The Employer herein recognizes the said Union as the sole and exclusive bargaining agent for all regularly employed Custodial and Maintenance employees for the purpose of negotiation in respect to the rates of pay, hours of work, and for the purpose of adjusting grievances.

The parties agree to the following:

ARTICLE I
RIGHTS OF THE EMPLOYER

Section 1. The Union recognizes that the management of the property and buildings of School District #160 and the direction of the working forces is vested exclusively in the Employer. The management functions shall not be used for the purpose of discrimination against any employee because of Union activity or for the purpose of evading any provision of this agreement. It is expressly understood and agreed that all functions, rights, powers or authority of the Employer which are not specifically limited by the express language of this agreement are retained by the Employer.

**ARTICLE II
SENIORITY**

Section 1. Seniority shall govern the reduction of forces and recall of employees. Any variation of the application of this Section shall be subject to agreement between the Union and the Employer.

Seniority shall be defined as the years of full time, non-probationary service. Seniority will also be retained within a classification. Classifications are: 1) custodial; 2) maintenance. Less than full time, but half time or more service shall be credited as a half year's seniority per year.

Section 2. When permanent vacancies occur or new positions are created, the President of Local #116 will be notified by the Superintendent of School or designee within one (1) week. If any custodian or maintenance employee of School District #160 is interested in being considered for the position, he or she may file a written application within one (1) week.

Section 3. Custodial and maintenance positions shall be filled according to ability and capability as determined by the Superintendent or designee. If ability and capability of qualified applicants are equal, seniority will prevail.

Section 4. An applicant taking a new position shall be evaluated by his or her immediate supervisor within the probationary period; then evaluation should be studied by the Superintendent or designee, and Local #116 Shop Steward before being reassigned. Every position shall have a job description which shall be formulated by the Employer. The Employer has the right to evaluate any employee at any time.

Section 5. This article shall not in any manner, restrict the Employer in the discharge of its legal obligation with the respect of re-employment of veterans as determined by applicable law.

Section 6. Employee's seniority shall cease for any or more of the following:

- A. Voluntary termination of employment.
- B. If the employee fails to return to work within fifteen (15) days after a layoff and after being notified by registered mail, unless for a reason acceptable to the Employer.
- C. Termination of non-probationary employee for cause.

**ARTICLE III
PROBATIONARY EMPLOYMENT**

| Section 1. ~~All newly~~All newly hired employees, shall be hired under a six month probationary period. During this probationary period any such employees may be released at the discretion of the Employer.

**ARTICLE IV
FAIR SHARE RECOGNITION**

The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment of all maintenance and custodial staff in the employ of School District #160.

All custodial and maintenance employees who are not members of Union, commencing on the effective date of this agreement, or thirty (30) days after their initial employment, whichever is later, and continuing during the term of this agreement, and so long as they remain non-members of the Union, shall pay to the Union each pay period their fair share of the costs of the services rendered by the Union that are chargeable to non-members under State and Federal law.

Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member custodial and maintenance employees and forwarded monthly to the designated representative of the Union following said deductions, provided, however, that;

1. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board; and
2. The Union has annually certified in writing to the Employer the amount of such fair share fee and the fact that the notice required in subparagraph (1) above has been posted.

The Union shall indemnify and hold harmless the Employer, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Employer for the purposes of complying with the provisions of recognition of this agreement, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.

In all other respects, the terms and provisions of said original Working Agreement will remain in full force and effect.

**ARTICLE V
WAGES**

Wages for Custodial and Maintenance employees are detailed below:

<u>Year</u>	<u>Hourly Rate</u>	
<u>2015-2016</u>	<u>Custodial</u>	<u>\$18.99</u>
	<u>Maintenance</u>	<u>\$ 50,960.00</u>
<u>2016-2017</u>	<u>Custodial</u>	<u>\$ 19.37</u>
	<u>Maintenance</u>	<u>\$ 51,979.20</u>
<u>2017-2018</u>	<u>Custodial</u>	<u>\$ 19.85</u>
	<u>Maintenance</u>	<u>\$ 53,268.80</u>
<u>2018-2019</u>	<u>Custodial</u>	<u>\$ 20.34</u>
	<u>Maintenance</u>	<u>\$ 54,600.00</u>
<u>2019-2020</u>	<u>Custodial</u>	<u>\$20.84</u>
	<u>Maintenance</u>	<u>\$55,972.80</u>

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<u>HOURLY WAGE EMPLOYEES</u>	<u>2012/13</u>	<u>2013/14</u>	<u>2014/15</u>
<u>Full Time Custodial</u>			
<u>Hourly Rate</u>	<u>\$17.73</u>	<u>\$18.08</u>	<u>TBD</u>
<u>SALARIED EMPLOYEES</u>			
<u>Maintenance</u>	<u>\$47,562</u>	<u>\$48,514</u>	<u>TBD</u>

| Employees will receive a ~~one-time~~onetime stipend at the anniversary dates of service listed below for continuous :

Year 5	\$400.00
Year 10	\$500.00
Year 15	\$600.00
Year 20	\$700.00
Year 25	\$800.00

Probationary salary is to be 85% of the comparable employee's rate for the first four (4) months and 100% for the rest of the probationary year.

Wages will be paid on the 15th and 30th day of each month. Should this day not be a work day, the last work day previous to that day shall be the payday.

ARTICLE VI
WORK SCHEDULE-HOURLY WAGE EMPLOYEES

- Section 1. The full time work year shall be based upon two thousand eighty (2,080) hours including vacations and holidays beginning July 1 through June 30.
- A. The normal work week shall be forty (40) hours, including lunch, Monday through Friday.
 - B. The normal work day shall be eight (8) hours including lunch, Monday through Friday. The work day shall include one 30 minute lunch and one 15 minute break.
 - C. Overtime will be based on forty (40) hours per week and not on a daily basis, and will be applicable only for hourly wage employees.
 - D. The overtime rate for hourly wage employees who qualify shall be at one and one-half (1 1/2) times the regular hourly wage rate. Work performed on Holidays will be at double the regular wage. Employees may elect to accrue compensatory time for overtime at the aforementioned rate.

ARTICLE VII
WORK SCHEDULE - ANNUAL SALARY EMPLOYEES

Section 1. All employees who are paid at an annual salary rate will not be eligible for daily hour work limits, weekly hour work limits or overtime compensation. In each case, a job description will be established for the duties of the employee. The work duty hours will be established by the Employer.

**ARTICLE VIII
HOLIDAYS**

Section 1. Employees will not be required to work on any School Code mandated holiday. Nor shall they be required to work on New Year's Eve Day, July 4th, the Friday following Thanksgiving, Christmas Eve Day, or the Friday before Easter.

Section 2. When any of the aforementioned days fall on a Saturday or Sunday, the day observed by the Employer shall be the one recognized as a non-working holiday.

Section 3. Employees working on a snow day will be allowed to go home once work is considered completed by supervisor. For working this day, employees will be granted one compensation day only to be taken on a day when no students are present.

**ARTICLE IX
LEAVES**

Section 1. All service employees shall receive eleven (11) days per year sick leave, accumulative to a maximum of two-hundred twenty (220) days. Employees with thirty (30) or more accumulated sick days will be granted twelve (12) sick days the following year. Employees with sixty (60) or more accumulated sick days will be granted thirteen (13) sick days the following year. Part-time employees will be granted sick leave on a pro-rata basis.

The first three (3) days of absence due to death in the immediate family of the Employee, "immediate family" as defined by Law, shall not be charged against sick leave.

Section 2. When an employee, due to an accident while on duty, is eligible for Workmen's Compensation, those days not compensated by Workmen's Compensation, shall be considered as sick leave. When Workmen's Compensation payments begin, wages will not be paid by the Employer and sick leave will not be deducted. Sick leave days used can be bought back at the option of the employee.

Section 3. All service employees shall receive two (2) personal days per year. Unused sick leave shall be added to accrued sick leave annually each July 1. Employees desiring leave shall request it from the Superintendent twenty four (24) hours in advance. Employees may carry over a maximum of one personal day per year, allowing them to begin the following year with three personal days. Upon 25 years of service the employee will be granted an additional personal day.

After an employee has used his/her two (2) personal days, the Superintendent or his designee may, at his/her discretion, grant up to 1 additional personal day for emergencies or other business matters that cannot be handled except during the school day. This day shall not be used for personal pleasure or personal profit. A brief statement regarding the nature of the emergency may be required by the Superintendent or designee.

The employer may limit the number of employees utilizing a personal day at any one time.

Section 4. All service employees who retire from the district, shall be compensated for sick leave in excess of ninety (90) days and less than two-hundred twenty (220) days at the rate of one-half (1/2) their daily salary at the time of retirement from service.

Section 5. Employees with perfect attendance for a full work year (July 1 to June 30) will receive a \$100 bonus; with one day of absence \$75; and two days of absence \$50. Perfect attendance means no absences for any reason, other than vacation days taken.

**ARTICLE X
UNION DUES CHECK OFF**

Section 1. Within thirty (30) days of the effective date of this agreement and upon receipt of a proper written authorization from the employee, the School District will withhold Union Dues and forward monthly these amounts to the designated representative of the Union.

**ARTICLE XI
VACATIONS**

- Section 1. Custodial and maintenance employees who are full time employees will earn vacation at the following rates:
- A. Newly hired employees, after the probationary period, will begin earning vacation at the rate of one day per month, not to exceed ten (10) days per year. Should an employee leave their position for any reason during their first year of regular employment, any earned vacation will be forfeited.
 - B. During the second through fifth full years of regular employment, employees will earn ten (10) days of vacation on a pro-rated basis beginning on the anniversary date of employment.
 - C. During the sixth through fifteenth full years of regular employment, employees will earn fifteen (15) days of vacation on a pro-rated basis beginning on the anniversary date of employment.
 - D. Employees with sixteen or more full years of regular employment will earn twenty (20) days of vacation on a pro-rated basis beginning on the anniversary date of employment.
 - E. Employees with twenty five or more full years of regular employment will earn twenty-five (25) days of vacation on a prorated basis beginning on the anniversary date of employment.
- Section 2. Earned vacation will be taken at a time approved by the Superintendent. During the school year, employees will be allowed to use one (1) week of vacation and may be allowed one (1) additional week. At the discretion of the superintendent, vacation taken during the school year may be limited to one employee at a time. Seniority shall prevail.
- Section 3. Unused vacation will not be carried over to a following year.

**ARTICLE XII
RETIREMENT BONUS**

Upon death or retirement, a retirement bonus shall be paid based on the number of years of service in the district and the employee's current daily rate. Payment upon bona fide retirement or death shall be at the following rate.

Years of Service to the District	Number of Days to Pay
Twenty (20)	45
Twenty Five (25)	55
Thirty (30)	65
<u>Thirty-Five (35)</u>	<u>75</u>

Retirement pay will be paid over the last six (6) months of an employee's employment providing he or she submits a retirement letter at least nine (9) months prior to the last day of work. Retirement pay shall be paid in accordance with IMRF's 125% rule so that all retirement pay possible will count toward the employee's retirement annuity calculation. Should IMRF and/or state laws change in relation to this matter, the union and the board agree to find a mutually agreeable solution to the payment of severance pay.

**ARTICLE XIII
OTHER TERMS AND CONDITIONS**

- Section 1. All full-time service employees shall be provided with three (3) uniforms per year. These uniforms must be worn during the school year.
- Section 2. The service employees will be granted a maximum of six (6) personal days by the Board to be used by one or more persons for local, state, or national conferences or other business pertinent to union affairs. These representatives shall be excused without loss of salary. The Board shall be reimbursed for the cost of the substitute salary. No more than one (1) employee will be granted a personal day on the same day for this reason.
- Section 3 Employees will maintain current health insurance benefits and coverages through the term of this contract.

~~Section 4 Salary will be the sole negotiated item for the 2014-2015 year of this contract. All previously negotiated items outlined in this agreement will remain intact for that year.~~

~~Section 4~~~~Section 5~~ Substitutes will only be used after all full and part time employees have been given the opportunity to fill the absence. Employees will work a maximum of a four hour shift at one and a half times their regular wages to fill the shift. Absences will be filled on a seniority basis.
Substitutes can be used in place of full-time employees for daily shift absences or in cases of emergency.

Section 5 Part-Time Custodian position will consist of 5 or more daily hours of work. Daily work hours will be determined by MCCSD #160 Director of Maintenance and Superintendent.

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Section 6 The Hourly wage of a Part-Time Custodian will be 80% of the Full-Time Custodian Hourly wage. For the 2015-2016 fiscal year the wage will be \$14.46.

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Benefits of the Part-Time Custodian will be based on the percentage of hours worked compared with a Full-Time employee.

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The District will not hire more than one Part-Time Custodian. A Full-Time Custodian must be hired before an additional Part-Time custodian is hired.

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**ARTICLE XIV
GENERAL PROVISIONS**

- Section 1. As a member of the staff of the school district, an employee must conduct himself/herself both on and off the job in a manner so as to bring credit to the school district. Failure to live up to the following conditions is sufficient reason for discharge from the staff of the district.
- A. All custodial and maintenance personnel will carefully follow work schedules and assignments.
 - B. All custodial and maintenance personnel will diligently pursue assigned duties through acceptable completion.
 - C. All custodial and maintenance personnel will conduct themselves on or off the job in a manner that brings credit to the school district and fellow employees.
 - D. All custodial and maintenance personnel will cooperate with fellow employees to insure work is completed in an efficient manner and up to required levels.
 - E. All custodial and maintenance personnel will limit outside work and activities which interfere with the best possible performance in his/her position, duties, or responsibilities. Outside work or activity shall not in any way become a conflict of interest.
 - F. All custodial and maintenance personnel shall report to work free from any influence of drugs or alcohol, nor shall they use drugs or alcohol during their work shift.
 - G. All custodial and maintenance personnel shall maintain a record of minimal absenteeism and/or tardiness.
 - H. All custodial and maintenance personnel shall secure buildings, grounds and appurtenances as assigned.
 - I. All custodial and maintenance personnel shall follow rules/instructions/policies as stated by the Employer and shall refrain from any action or behavior which would be reasonably assumed to be of disciplinary nature.

**ARTICLE XV
GRIEVANCE PROCEDURE**

- Section 1. An employee may present written evidence of a violation of the terms and conditions of this agreement as a grievance. Such written evidence shall be presented within ten (10) days of its occurrence.
- Section 2. If the Service Employees Committee of District #160 establishes the grievance as being valid, the grievance shall be presented in writing to the immediate supervisor within fifteen (15) days of its occurrence. He/she shall return a decision within ten (10) days of receipt of the written grievance. If his/her decision is not acceptable to the employee suffering the grievance and/or the Union Committee, the grievance shall proceed to Section 3.
- Section 3. The grievance shall be registered with the Superintendent or his/her designee within ten (10) days. A decision shall be reached within ten (10) days of receipt by the Superintendent or his/her designee. If the decision is not acceptable to the employee suffering the grievance and/or the Union Committee, the grievance may proceed to Section 4.
- Section 4. If the union grievance committee is not satisfied with the disposition of the grievance at Section 3, or if the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written request for arbitration is not filed within five (5) work days of the date for the Section 3 answer, then the grievance shall be deemed withdrawn.

Each party shall have the right to present in the arbitration hearing such witnesses and documents as deemed necessary to present facts pertinent to the grievance.

The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall be based solely upon his/her interpretation of the meaning of application of the specific terms of this agreement to the facts of the grievance presented.

General Provisions of Arbitration

- A. If either party requests a transcript of the proceedings, that party shall bear the full costs for the transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Employer and the Union.
- B. The grievant is allowed representation of his choosing at any step of the process.
- C. If an employee is required by the Employer to be involved in the proceedings of a grievance during school hours, he/she shall be excused for such purposes without loss of pay.
- D. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
- E. A grievance may be written any level without establishing precedent and if withdrawn shall be treated as though never having been filed.
- F. The failure of the employee or Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Employer to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
- G. No reprisals will be taken for the processing or participation in any grievance.

**ARTICLE XVI
TERMS OF AGREEMENT**

- Section 1. The Working Agreement shall be in Force and effect from July 1, 2012²⁵ to June 30, 2020⁴⁵, and shall be automatically extended from year to year unless either the Employer or the Union give notice in writing to the other party hereto of its intention to open negotiations. Such notice must be given not less than sixty (60) days prior to the expiration date of this agreement. The parties shall meet and negotiations begin within ten (10) days after receipt of such notice.
- Section 2. In compliance with Section 10 (c) of the Illinois Educational Labor Relations Act, the Union and its individual members agree not to strike nor to picket, slow down or engage in any concerted stoppage of work or any other similar intentional concerted interruption of operations at Millstadt Consolidated School for the duration of this agreement.
- Section 3. The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties.

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that negotiations will not be re-opened on any item which was a specific subject of the negotiations leading to this agreement, whether contained in this agreement or not, nor will negotiations be re-opened on the effect of any legally permissible management action during the life of this agreement.

**ARTICLE XVII
CONFORMITY TO LAW - SAVING CLAUSE**

Section 1. If any provisions of this agreement is or shall at any time be contrary to Law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by Law.

Section 2. In the event that any provision of this agreement is or shall at any time be contrary to Law, all other provisions of this agreement shall continue in effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement this-
| ~~26th~~nineteenth day of ~~June~~August, 201225.

BOARD OF EDUCATION
MILLSTADT SCHOOL DISTRICT #160

President

Secretary

SERVICE EMPLOYEES UNION LOCAL #116
BELLEVILLE, ILLINOIS

President

Secretary