

AGREEMENT
BETWEEN MILLSTADT CONSOLIDATED SCHOOL DISTRICT #160
AND
SERVICE EMPLOYEES UNION LOCAL #116
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2025

This working agreement mutually entered into this first day of July, 2020 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 positions shall be filled according to seniority of applicants. Custodians moving positions will begin under probationary period of thirty (30) days. Nothing in this section prohibits the superintendent, supervisor, or designee from altering the assigned areas of each section.

Section 4. An applicant taking a new position shall be evaluated by his or her immediate supervisor within the probationary period; the evaluation should be studied by the Superintendent or designee, and Local #116 Officers 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.

Section 7. In the event that overtime is offered to employees and nobody accepts the overtime opportunity, custodians will be assigned overtime in reverse order of seniority.

ARTICLE III
PROBATIONARY EMPLOYMENT

Section 1. 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 UNION DUES

The District and Union shall not take any action to require, compel, or coerce an employee to pay union dues. An employee's decision to pay union dues shall be voluntary and subject to the following procedures.

Prior to July 1, 2020, the Union shall submit to the District copies of Application for Membership cards ("cards") for all participating Union members. These Cards shall be in full force and effect for all members in the perpetuity until and unless the Union should notify the District otherwise. These cards signify a person's membership in the Union and an authorization for deduction of Union dues. Should a situation arise where a Union member notifies the district directly of his/her desire to withdraw his/ her Union membership, then the District shall notify the Union and the Union shall remove that person from the roster of dues paying members upon the next annual renewal of the roster as described in this Article.

The Union shall prepare an annual dues deduction notice to the District. This notice will identify the annual Union dues and a roster of all current members from who dues should be deducted as established solely by the Union. The Union shall submit this form to the district no later than July 1, 2020 and June 30th of each subsequent year. The district shall deduct from the pay of each employee all current membership dues of the Union, provided at the time of such deduction, there is in possession of the district a completed application from membership card voluntarily authorizing such deductions which is signed and dated by the employee as described in the previous paragraphs of this article. Such authorizations shall be effective and irrevocable for the fiscal year in which the deduction notice is submitted (July 1-June 30).

Any employee employed after July 1, 2020 and July 1 of each subsequent year may authorize Union dues deductions by presenting a completed application for membership card to the Union, which will then in turn submit same to the district no later than 30 days after the employee's 1st day of employment. The voluntary election of the withholding of dues shall be valid and irrevocable for the remainder of the fiscal year in which it is submitted (July 1 - June 30). The combined annual membership dues will be prorated and deducted from the remaining pay periods through June 30. The member will then be included in the deduction notice submitted by the Union in each subsequent year.

The submission of the dues deduction notice by the Union to the district shall occur on an annual basis.

Neither the district or Union officers, representatives, or members shall harass, intimidate, disparage, ridicule, or discriminate against any employee based on his/her decision to pay or not to pay Union dues.

ARTICLE V WAGES

Wages for Custodial and Maintenance employees are detailed below:

Year		Hourly Rate
1 st	Custodial	\$17.00
	Maintenance	\$20.20
2 nd	Custodial	\$17.60
	Maintenance	\$20.80
3 rd	Custodial	\$18.20
	Maintenance	\$21.40
4 th	Custodial	\$18.85
	Maintenance	\$22.05
5 th	Custodial	\$19.50
	Maintenance	\$23.70

6th Becomes full pay for custodial and maintenance as described below:

For years 1-6, employees will receive a 2.25% raise on July 1 of each year and a step raise on the anniversary date of their hire. Example: Hired on September 1. Hourly rate of \$17.00. July 1 raise of 2.25% becomes \$17.38. September 1 anniversary date becomes second step \$17.60 hourly rate.

All 6 year employees and employees hired prior to July 1, 2020 will receive the following hourly rate of compensation:

2020-2021	Custodial	\$21.31
	Maintenance	\$24.58
2021-2022	Custodial	\$21.79
		\$25.13
2022-2023	Custodial	\$22.28
	Maintenance	\$25.70
2023-2024	Custodial	\$22.78
	Maintenance	\$26.28
2024-2025	Custodial	\$23.29
	Maintenance	\$26.87

Employees will receive a 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
Year 30	\$900.00
Year 35	\$1000.00

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 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, the Friday before Easter, or the Monday after Easter in lieu of Casimir Pulaski Day.
- 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. When the superintendent of schools closes school due to weather, employees are to report to work at the time assigned by the supervisor. On days when employees are required to clear the campus of snow, employees will be allowed to go home once work is considered complete by the supervisor.

ARTICLE IX LEAVES

Section 1. All service employees shall receive eleven (13) days per year sick leave, accumulative to a maximum of two-hundred twenty (220) days. 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. However, the compensation paid to an employee for sick leave under this provision shall not cause the employee's IMRF creditable earnings from any source, including but not limited to retirement program benefits paid under Article XII, to exceed 106% or 1½ times the Consumer Price Index-Urban (CPI-U), whichever is higher, over his/her

previous year's IMRF creditable earnings. In the event the sick leave compensation cannot be paid as IMRF creditable earnings due to the 106% or 1½ time the Consumer Price Index-Urban (CPI-U), whichever is higher, limitation, the balance of the sick leave compensation shall be paid to the employee on after the 65th day after the employee's last workday, which payment will not be reported as IMRF creditable earnings. Sick leave days turned in for compensation shall not be reported to IMRF as service credit.

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 used vacation or bereavement days.

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. 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

Employees must be eligible to receive a retirement annuity from IMRF in order to qualify for a retirement benefit.

- A. Requirements to Qualify – To be eligible for this benefit, a custodian must comply with all of the following requirements and limitations:
1. Must be eligible to retire with the Illinois Municipal Retirement Fund and submit a statement from IMRF confirming retirement eligibility; and
 2. Must submit an irrevocable letter of resignation for retirement. As many as the last four (4) years of an employee's career may be included in the pre-retirement period. An irrevocable letter of resignation establishing the date of retirement will create and determine the length of the pre-retirement period; and
 3. The irrevocable letter of resignation for retirement must be submitted to the Superintendent on or before May 1 the year prior to the start of receiving the benefit. The pre-retirement period may be from 1 to 4 years in duration. For example, an employee who files who submits his/her irrevocable resignation on May 1, 2020 may indicate a retirement date of June 30, 2021, June 30, 2022, June 30, 2023 or June 30, 2024.
- B. Total payments due under the retirement program will be calculated as follows:

On the date the irrevocable resignation letter is submitted, the number of days of pay will be multiplied by the number of hours the employee is regularly scheduled to work each day x the current hourly rate of pay. This calculation will determine the total amount of the employee's retirement program benefit to be paid out over the pre-retirement period. FORMULA: (days to pay) x (regularly scheduled daily work hours) x (hourly rate of pay on date irrevocable retirement notice submitted) = Total Retirement Program Benefit.

Years of Service to the District <u>At Time of Retirement</u>	Number of Days to Pay
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20 years but less than 25 years	45
25 years but less than 30 years	55
30 years but less than 35 years	65
35 or more years	75

For example, an employee submits an irrevocable letter of resignation on May 1, 2020, with a retirement date on June 30, 2024 (4 year retirement notice). On May 1, 2020, the employee is regularly scheduled to work 8 hours per day at an hourly

rate of pay of \$22.00 per hour. The employee will have completed twenty five (25) years of service in the District on June 30, 2024. (55 days to pay) x (8 hours) x (\$22.00) = \$9,680.00 total retirement program benefit.

ARTICLE XIII OTHER TERMS AND CONDITIONS

- Section 1. All full-time service employees shall be provided with three shirts and be reimbursed up to \$50 per year for pants. 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 under the same terms and conditions as the certified staff.
- Section 4 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.
- Section 6 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.

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, 2020 to June 30, 2025, 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

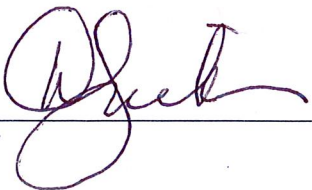
- Section 1. If any provisions of this agreement is or shall at any time be contrary to Law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by Law.
- Section 2. In the event that any provision of this agreement is or shall at any time be contrary to Law, all other provisions of this agreement shall continue in effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement this 23rd day of June, 2020.

BOARD OF EDUCATION
MILLSTADT SCHOOL DISTRICT #160



President



Secretary

SERVICE EMPLOYEES UNION LOCAL #116
BELLEVILLE, ILLINOIS



President



Secretary