

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
ROXANA COMMUNITY UNIT SCHOOL  
DISTRICT NO. 1



AND  
LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA, AFL-CIO, SOUTHERN AND  
CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL  
AND LABORERS' LOCAL 773  
(Custodians/Maintenance)



EFFECTIVE SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2024

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**ARTICLE 1**  
**AGREEMENT**

This Agreement shall be in full force and effect from September 1, 2016 to August 31, 2019, and shall continue in full force and effect for each succeeding year thereafter, unless Laborers' International Union of North America, hereinafter referred to as the "Union", or the Board of Education, Roxana Community School District No. 1, hereinafter referred to as the "Employer", shall, by April 15 preceding the expiration date of the Agreement or its extension, notify the other party by certified mail of its intention to renegotiate this Agreement.

**ARTICLE 2**  
**RECOGNITION**

With the objective of preserving the primary mission of the School District, that of providing educational opportunities for all enrolled students, the Roxana Community Unit School District No. 1, Roxana, Illinois, acknowledges that full-time custodial, maintenance, and mechanic employees, who are not in supervisory functions more than fifteen percent (15%) of the time, will be represented for the purpose of discussing general working conditions, employee benefits, services, and grievances with the School Board or its appointees, by Laborers' International Union of North America, and the Southern and Central Illinois Laborers' District Council.

**ARTICLE 3**  
**EMPLOYMENT**

1. The Employer shall have sole authority in the selection and employment of employees.
2. All new full-time employees shall be on probation for one (1) year from the date of hire; however, employees who have previously worked as substitute employees in the District for at least six hundred twenty four (624) hours during the six (6) months prior to their date of hire shall be on probation for only the first-six (6) months of full time status. After ninety (90) days of full time status, probationary employees shall be allowed to become members of the Union, participate in the Districts Health and Insurance plan at the rates provided for in this Agreement and will be entitled to Sick Leave and Vacation as outlined in the Agreement. An employee who is dismissed during his probationary period shall be given the reason(s) for his/her dismissal privately, but shall not have recourse to the grievance procedure.
4. Seniority shall prevail in the case of layoff and recall, the last employee hired within the Unit being the first to be laid-off and the last employee laid-off being the first called back.
5. Recall rights shall terminate after two (2) years of continuous layoff.

6. When an employee is required by the District to attend or complete an institute, training session, or in-service program, she/he shall be notified by the immediate supervisor. The employee shall be given release time to attend and be reimbursed for approved out-of-district travel at the District mileage rate, determined by Board Policy.

In cases of employee request or mutual agreement regarding an employee receiving particularized advanced or specialized training for which the District provides financial assistance, the parties agree to discuss and reach mutually acceptable conditions regarding such items as assurance of continued employment, adjustment to employee seniority or other protection against RIF reduction, and related matters as a condition of such financial assistance by the District.

7. All newly hired employees who are in this bargaining unit are strongly encouraged to satisfy the requirements applicable to school bus transportation (including but not limited to being licensed in accordance with all applicable federal and state laws, regulations, or policies, and have a good driving record as verified by a license check with the Illinois Secretary of State, and any such other requirements as may be necessary) to allow the District the ability to use the services of such employees as substitute/back-up school bus drivers when necessary. The parties recognize that the completion of such bus driver requirements is not a condition of employment, but that completion of such requirements is strongly encouraged for newly hired members of this bargaining unit.
8. The parties recognize that due to the nature of their employment, employees on duty while under the influence of alcohol or controlled substance ("drugs") are a serious risk to themselves, to students, to other employees, and to District property. The parties agree that where an employee is involved in a work accident resulting in an injury or property damage, the District will require the employee to submit to post-accident alcohol/drug testing. Refusal to submit to post-accident alcohol/drug testing will result in disciplinary action, up to and including termination.

#### **ARTICLE 4** **NON-PROBATIONARY EMPLOYEE DISCIPLINE**

1. The Board of Education and/or the Administration have the right and responsibility to discharge an employee for just cause.
2. An employee has the right to have an Association representative present at an investigative meeting which may result in his/her discipline. The employee shall also have the right to Association representation at any follow-up meetings related to the investigation.
3. The offense and the past record of the employee will be taken into consideration when administering discipline and/or discharge. The degree of penalty to be administered by the District in a particular case shall be progressive and based on the seriousness of the offense and may include:

1. Documented verbal reprimand
2. Written reprimand
3. Paid suspension
4. Unpaid suspension
5. Dismissal

Depending on the severity of the offense, the District reserves the right to skip any step of the progressive alternatives and choose the appropriate action.

4. All suspensions may be subject to review by the Board at its next regularly scheduled meeting.

## **ARTICLE 5** **JOB ASSIGNMENT**

1. Employees are hired to work in the district and, therefore, may be assigned to the school where they are needed and to the shift where they are needed.
2. Except in case of emergencies, assignment changes will be made before the school starts in the fall.
3. During periods when school is not in session, employees may be assigned duties anywhere in the district on a day-by-day basis with the employee with the least seniority being the first reassigned.
4. When a custodial vacancy occurs, present members of the bargaining unit shall be given notice of the vacancy at least five (5) working days prior to the vacancy being filled. Any member interested in the open position shall so indicate in writing during the five (5) working days' notification period.

If more than one (1) member of the bargaining unit applies for a custodial vacancy, preference shall be given to the person determined most qualified by the Board of Education. Should two (2) or more persons be determined equally qualified, the person with the most seniority will be given preference.

When a vacancy occurs in the maintenance department, and more than one (1) person applies for the vacancy, preference shall be given to the person determined most qualified by the Board of Education. Should two (2) or more persons be determined equally qualified, the person with the most seniority will be given preference.

6. If custodial overtime is necessary it shall be assigned to custodians in the building or attendance center where the work will be done. Overtime assignments shall be made on a rotating basis within each building or attendance center, whenever possible.
7. A custodian shall be assigned to a building whenever it is to be used by a non-school group during a time when a custodian is not regularly present.

8. Maintenance employees may be assigned to the duty of new construction work in the District on projects which are not bid out to outside contractors. Custodial employees will not be assigned the duty of clean-up of construction sites, or the duty of removal of construction debris from construction projects, which are bid out to outside contractors.
9. Supervisory, maintenance, and administrative personnel are not to do custodial work except in case of emergency requiring temporary immediate action.
10. Supervisory, custodial and administrative personnel are not to do maintenance work except in case of emergency requiring temporary and immediate action.
11. If two or more bargaining unit employees mutually wish to voluntarily exchange assignments, and such an exchange is agreeable to the Director of Building and Grounds, such an exchange of assignments will be allowed if it is presented in writing by the Union Steward, is signed by both employees, and is approved and signed by the Director of Building and Grounds.

## **ARTICLE 6** **HOURS OF WORK**

1. Any eight (8) consecutive hours between 6:00 a.m. and 5:00 p.m. shall be considered as a day shift.
- 2 Any eight (8) consecutive hours between 2:00 p.m. and 12:00 midnight shall be considered an evening shift.
3. Any eight (8) consecutive hours between 10:00 p.m. and 8:00 a.m. shall be considered a night shift.

When a shift overlaps portions of more than one shift (for example, a shift for eight (8) consecutive hours from 12:00 noon until 8:00 p.m.) employees shall be paid at the higher shift rate that is applicable to each scheduled hour of work for purposes of Article 16. In the example above, hours worked from 12:00 noon to 2:00 p.m. would be considered day shift hours, and hours from 2:00 p.m. to 8:00 p.m. would be considered evening shift hours and would therefore receive a shift differential of fifty cents (\$.50) per hour.

4. A "workweek" will consist of five (5) consecutive eight (8) hour shifts during a calendar week, beginning on Monday and ending on Sunday. The parties recognize that the ordinary schedule for members of this bargaining unit is five (5) consecutive week days, Monday through Friday.
5. When an employee is given permission to take off time during his/her regular shift for his/her convenience, he/she shall make up this time at the beginning or end of this shift, or at the beginning or end of another shift during the workweek, or on a

Saturday if both parties mutually agree, without added pay. These requests should be rare.

6. In the case of extreme weather conditions, at the discretion of the Superintendent, employees may be dismissed early.
7. The work day schedule will be implemented per Board Policy and this Agreement and in accordance with State and Federal Law. Per the Fair Labor Standards Act, the District has the responsibility to accurately document hourly work records. The Board of Education requires all employees to record their daily time either through a paper time sheet or any manual or electronic time clock system the District may adopt.

**ARTICLE 7**  
**SICK LEAVE**

1. Thirteen (13) days per year shall be allowed for sick leave. Sick leave shall be used in accordance with the applicable provisions of the Illinois School Code, 105 ILCS 5/24-6. Three (3) of these days may be used for personal leave. These personal leave days are to be used for personal business of an imperative nature. Each employee is responsible for notifying the Director of Buildings and Grounds as far in advance of the need as possible. Personal leave days shall be granted absent operational needs of the Employer.
2. Unused sick leave days shall accumulate to the maximum number of days allowed by IMRF.
3. Each employee shall be granted up to three (3) additional sick leave days per death bereavement at full pay, not to be deducted from sick leave. In the event that additional time is needed, those days shall be deducted from sick leave. Said bereavement leave may be used in connection with a death in the employee's immediate family, defined as spouse, parents, brother, sister, children, grandparents, grandchildren, parents-in-law, grandparent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and legal guardian. Said bereavement leave will not be retroactive prior to the 1984-85 Contract. Bereavement leave days are not accumulative.
4. Any employee who is temporarily ill or temporarily incapacitated and has exhausted all his/her accumulated sick leave and all leave granted under the Family Medical Leave Act shall be deemed to be on an unpaid leave of absence for a period of time not to exceed ninety (90) calendar days from the commencement of such illness or incapacity. Such employee shall not be entitled to any fringe benefits, but may continue his/her group insurance coverage (provided the carrier agrees to such continuance) upon timely advance payment to the School Business Office of all premiums due. In the event an employee remains ill or incapacitated at the expiration of the temporary leave afforded herein, he/she may be deemed permanently incapacitated, the employee may be released, and the position may be considered vacant and posted.



5. All employees shall be provided leave in accordance with the Family Medical Leave Act.

**ARTICLE 8**  
**UNPAID SICK DAYS**

1. Upon termination of employment, each employee may use any accumulated sick leave as credit toward retirement according to the provisions set forth by the Illinois Municipal Retirement Fund. Any accumulated sick leave not used in this manner will be reimbursed to the employee at a rate of thirty dollars (\$30.00) per day.

**ARTICLE 9**  
**HOLIDAYS**

1. The following days shall be recognized as holidays:

New Year's Day, Martin Luther King Jr. Birthday, Lincoln's Birthday, Pulaski Day (floating holiday), Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

2. If any of the above holidays falls on a Saturday or a Sunday, a substitute day when school is not in session is to be chosen by mutual agreement between representatives of the Employer and the employees.

**ARTICLE 10**  
**VACATION**

1. Employees who have been in the service of the school less than one (1) year as of June 30 shall have paid vacation time as follows:

<u>MONTHS OF SERVICE</u>	<u>DAYS OF VACATION</u>
3	1
4	2
5	3
6	4
7	5
8	6
9	7
10	8
11	9

2. Employees who have been in the service of the Employer for one (1) year or more as of June 30 shall have paid vacation time as follows:

At Least	But Less Than	Days of Vacation
1 year	5 years	10
5 years	10 years	15
10 years	20 years	20
20 years or more		25

3. Employees who on June 30 have less than one (1) year to go before being eligible for an added weeks' vacation shall have their regular vacation plus the extra days shown in the following table:

Anniversary Date	Extra Vacation Days
April 1 to June 29	1
January 1 to March 31	2
October 1 to December 31	3
July 2 to September 30	4

4. If a recognized holiday is observed during an employee's vacation, his/her vacation will be extended one (1) day.
5. Vacation shall be granted at the convenience of the Employer with vacation periods being granted according to seniority. Each employee is responsible for notifying the Director of Buildings and Grounds of the request for vacation as far in advance as possible.
6. An employee whose service is terminated shall receive earned vacation pay on a prorated basis of one-twelfth (1/12) of such pay for each month worked beyond July 30. In determining the number of months, fifteen (15) days or less will be disregarded and any period of sixteen (16) days or more will be considered a full month.
7. Employees may take part of vacation at Christmas and/or Easter holidays with prior approval from the Director of Buildings and Grounds. No more than one (1) employee may be gone from each work area and seniority shall prevail when additional requests are made.
8. Ten (10) weeks will be allowed for custodians to take vacations during the school year. Requests for vacations under this provision must be submitted by May 31 of each school year for use during the following summer and school year. These ten (10) weeks will be granted to employees in order of seniority. Only one employee may take vacation during any single week, without prior approval of the Director of Buildings and Grounds. No employee will be allowed more than one (1) week of the ten (10) allotted. If, however, there are weeks remaining after all employees have been given an opportunity to schedule vacation, more senior employees may have a

second week made available. Only one (1) employee may use this option in any given week. Vacations taken in this manner must be for full weeks only.

**ARTICLE 11**  
**JURY DUTY**

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

**ARTICLE 12**  
**PROTECTIVE EQUIPMENT**

1. One (1) raincoat shall be furnished for each building or section of the building.
2. Each employee who works with a boiler shall be furnished one (1) pair of heat resistant gloves.
3. Each boiler room shall be provided with one (1) shop coat.
4. Cleaning of protective equipment shall be the responsibility of the Employer.
5. Employees shall not be required to furnish any tools or equipment for performance of their work. Employees will be required to wear all appropriate safety and protective equipment set forth in this Article and/or as determined by the Safety Committee.
6. All employee accidents and injuries must be reported to the Director of Buildings and Grounds or to the appropriate Building Principal or Supervisor as soon as the accident occurs or, in the event that immediate treatment is necessary, the injury must be reported as soon as reasonably possible after treatment.
7. In order to preserve safe working conditions and minimize the risk of injury, incidents or conditions which reasonably appear to jeopardize the personal safety of any employee must be reported to the Director of Buildings and Grounds or to the appropriate Building Principal or Supervisor.

**ARTICLE 13**  
**INSURANCE PROGRAM**

1. The Employer will pay a \$25,000 Term Life and \$25,000 Accidental Death & Dismemberment policy for each employee who does not participate in the medical insurance program.
2. The Employer will pay \$520.00 per month, for 2019-24, for each employee toward a medical/life insurance policy acceptable to both Employer and employee.

3. The Employer agrees to provide a plan whereby medical insurance premiums paid by employees in excess of what is provided by the Employer may be sheltered for tax purposes.

**ARTICLE 14**  
**UNION DUES**

1. Union dues will be deducted monthly from employee paychecks if an authorization form is signed by the employee and presented to the Employer. The authorization form to be signed will be made a part of this Agreement in Appendix B.
2. The deduction, however, is to apply only to such employees covered by this Agreement who authorize the Employer in writing to so deduct. In the event of any contest regarding a deduction or payment to the Union, the Union shall indemnify, save and hold harmless to the Employer for any and all expenses, payments, losses, damages, costs, and reasonable attorney's fees resulting from such contention.

**ARTICLE 15**  
**UNION STEWARDS AND LEAVE**

Union Stewards: The Local Union Business Manager shall appoint two Stewards who shall assist an employee in presenting a grievance to the employees' Supervisor. The Stewards shall be the recognized representative of the Union during work hours and shall be subject to the same terms and conditions of employment as any other employee, however, one of the designated Stewards shall be given reasonable time off to conduct union business in any particular matter or instance.

1. Union Leave: The Board authorizes the Local Union up to two (2) employees up to two (2) days each- for a maximum of four (4) days per year in the aggregate- as Union leave. Union leave is release time, without loss of pay, to attend a state or national conference regarding Union matters and/or public employee matters. The Union Steward is responsible for submitting a written request to the Director of Buildings and Grounds at least (10) work days prior to the scheduled Union leave, and shall indicate the state or national conference to be attended by the employee(s). Such request shall not be unreasonably denied, but shall not interfere with the District's operations.

**ARTICLE 16**  
**PAY PERIOD**

1. Paydays will be every other Friday
2. All contract days will be paid through the date of the paycheck every two weeks. All extra Hourly pay will continue to be paid two (2) weeks in arrears. Paychecks shall be available in each building at 8:00 a.m. on payday.

3. If payday falls on a holiday, checks shall be available after 3:00 p.m. on the last working day preceding the holiday. An employee on evening shift may pick up his/her check after 3:00 p.m. on the day before payday. In an emergency, an employee may go to the bank on payday with approval from the building principal.

**ARTICLE 17**  
**SHIFT DIFFERENTIAL**

1. A shift differential shall be paid as follows:  
  
Evening Shift: fifty cents (\$0.50) per hour;  
Night Shift: fifty-five cents (\$0.55) per hour.
2. Shift differential shall not be added to sick pay.
3. Shift differential shall be paid for overtime work when applicable.
4. When the employer requests an employee to cover in the Director of Building & Grounds absence, the employee shall receive a \$2.00 per hour shift differential.

**ARTICLE 18**  
**OVERTIME**

1. All time worked in excess of eight (8) hours in any one (1) day (12:00 midnight to 12:00 midnight) shall be paid for at one and one-half (1 1/2) times the regular rate.
2. All time worked in excess of forty (40) hours per week shall be paid at one and one-half (1 1/2) times the regular rate.
3. When an employee's shift is changed for the convenience of the Employer, he/she shall be paid one and one-half (1 1/2) times the regular rate for the first eight (8) hours on the new shift, unless he/she was notified of the change at least forty-eight (48) hours before show-up time. This does not apply to return to his/her regular shift.
4. When an employee works overtime for four (4) or more hours after working his/her regular shift, he/she may take a maximum of forty-five (45) minutes, at a time of his/her choosing, to go for his/her lunch.
5. Employees accepting assignments to cover special activities shall remain until the activity is over and required cleanups are completed, even if more than eight (8) hours are required. The pay for this assignment shall be figured at the established overtime rate.
6. Employees who are called out for special assignments shall receive a minimum of four (4) hours pay at the prevailing overtime rate. This shall be adhered to as stated.

7. Employees who show up for work at a scheduled event and it has been canceled, the employee shall receive two (2) hours of pay.
8. Double-time (2) rate of pay will be allowed for work done on Sundays and holidays.
9. Employees who work overtime may be compensated with overtime pay, or with compensatory time off in lieu of overtime pay (so-called "Comp Time") consistent with law, Board Policy, and this Agreement. Overtime work requires the prior approval or permission of the Building Administrator or the Director of Buildings and Grounds.
10. At the option of the employee, time worked over the employee's regularly scheduled hours, up to one (1) hour, may be taken as comp time. This time must be taken during the same week earned, or the following workweek. Comp time shall be used minute for minute and hour for hour. If not taken during this timeframe, the employee shall be paid one and one-half (1 1/4) times his/her regular rate of pay for that time.

#### **ARTICLE 19** **SAFETY COMMITTEE**

Safety is of mutual concern to the School District and the Union. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations.

The Employer will comply with applicable Federal, State, or Local safety laws.

All employees will be alert to any unsafe conditions and promptly report such unsafe conditions to their supervisors.

Supervisors will see to the prompt investigation and correction of unsafe conditions. If the supervisor is unable to correct the condition, it shall be referred to the Superintendent or his designee for investigation and disposition.

Two (2) representatives of the Employer and two (2) from the employees shall create a Safety Committee. One (1) employee shall be from the custodial staff and one (1) shall be from the maintenance staff. The purpose of the Safety Committee shall be to report and review safety conditions and bring them, with recommendations, to the attention of the School District and the Union. It is agreed that any recommendations coming from this Committee shall be of an advisory nature only and that ultimate decision-making rests with the Board of Education.

#### **ARTICLE 20** **SENIORITY STIPEND**

Any employee who has achieved 25 years of service with the School District shall receive an annual stipend of \$500.00 to be paid at the beginning of the employee's 25<sup>th</sup> year of

employment and each year of employment with the School District thereafter. An employee must have a hire date prior to March 1<sup>st</sup> for that year to count. For example if an employee is hired on January 1, 2012, then 2011-012 counts as a full year but if they are hired on March 22, 2012, the first year to count will be 2012-13.

**ARTICLE 21**  
**ITEMS NOT COVERED / LABOR MANAGEMENT MEETINGS**

1. Any item not specifically covered in this Agreement shall be handled in accordance with past practice or, where the Board determines that a change in current practice would be in the best interests of the District, in accordance with applicable policies of the Board of Education. The parties further agree that new Board policies and practices shall not violate or contradict any express provision set forth elsewhere in this Agreement.

The parties recognize that such a change in Board policy may involve a mandatory subject of bargaining which would require the Board to engage in impact bargaining with the Union, in accordance with the requirements of the Illinois Educational Labor Relations Act. Where a change in Board policy involves a mandatory subject of bargaining, the Board will give notice to the Union of its proposed change, and the Union may request to engage in mandatory bargaining over the matter. If the Union does not respond within twenty (20) days, it shall be deemed to have waived bargaining.

Where changes in Board policy are made on non-mandatory bargaining subjects, the Board will cause a copy of the new Board policy to be sent to the Union at least ten (10) working days prior to implementing the new policy.

2. Labor Management Meetings

The Employer shall meet with Union representatives and/or staff in labor management meetings on a biannual basis, unless mutually agreed otherwise. Either party shall have the right to request a meeting that is not within the biannual time frame as the need arises. Such request shall not be unreasonably denied, but shall not interfere with the District's operations.

Items to be included on the agenda for the labor management meetings are to be submitted to the respective parties at least five (5) days in advance of the scheduled date of the meeting if possible. The meeting may include, but is not limited to, the following items:

- A. Discussion of the administration of this Agreement.
- B. Dissemination of general information of interest to the parties.
- C. Providing an opportunity to express various views and to make suggestions on subjects of mutual interest.

- D. Discussion of changes in non-bargaining conditions of employment contemplated by management which may affect the employees in the bargaining unit

The District shall allow two (2) bargaining unit employees to attend the biannual labor management meetings without loss of pay for their normal work hours. Additional bargaining unit employees may be allowed to attend, in the discretion of the District, based on the need and subject of the meeting. Attendance at such meetings shall not be unreasonably denied, but shall not interfere with the District's operations.

## **ARTICLE 22** **GRIEVANCE PROCEDURE**

### Section 1. Definition

A grievance is defined as a complaint by the Union or individual(s) covered under the terms and/or conditions of this Contract that there has been an alleged violation, misinterpretation, or misapplication of a specific identified provision of the Contract.

### Section 2. Informal Level

An attempt shall be made to resolve any complaint or alleged violation of the Contract through informal discussions(s) between the employee(s) and the supervisor responsible for the action or decision. Upon request by the employee(s), a representative of the Union may accompany the employee(s) to the informal meeting. If the grievance cannot be resolved informally, the formal grievance procedure shall be initiated.

### Section 3. Formal Level

The following procedures shall be required in the resolution of a grievance under this Contract. Failure to act upon any grievance by the grievant within the prescribed time limits shall bar any further appeal. Failure of the District to respond within the time limits shall permit the grievant to proceed to the next step.

Step 1. The grievant shall contact the immediate supervisor within thirty (30) calendar days of the alleged grievance for the purpose of scheduling a conference in order to achieve amicable and prompt resolution of the issue. The administration will inform the Union of any grievance filed by an individual employee. The conference shall be scheduled within ten (10) work days of the contract with the immediate supervisor. A written statement of the resolution of the grievance and the reasons for the decision must be submitted to the grievant(s) with ten (10) work days of the scheduled conference(s). No grievance which is filed more than thirty (30) calendar days from the occurrence of the event giving rise to the grievance.

Step 2. Failing to reach amicable resolution in Step 1, the grievant may request, in writing to the next level of supervisor, and representatives appointed by the Union shall seek an amicable resolution of the alleged grievance. The written request to initiate Step 2 must include a statement of the grievance and the remedy sought and must be submitted within (10) work days following receipt of the written response in Step 1. Upon the receipt of the written request, representatives appointed by the Board and the Union shall convene a meeting within (10) work days to seek resolution of the issue. The Board's proposed resolutions and the reasons for the decision shall be submitted in writing to the grievant and the Union within ten (10) work days of that meeting. In the event of a class-action



grievance on behalf of all individuals covered by the terms and conditions of this Contract, the Union may initiate a grievance at Step 2 within ten (10) work days of the alleged class action grievance and stating in writing the nature of the grievance and the remedy sought.

Step 3. Should the resolution of the grievance at Step 2 be rejected, the Union may submit a written request within twenty (20) Calendar days requiring the alleged grievance be submitted for binding arbitration as follows:

- a. The Board and the Union will mutually request the Federal Mediation and Conciliation Service who shall act as the administrative agent in the proceedings. All fees and expenses of the arbitrator will be borne equally by both parties.
- b. Both parties shall be entitled to counsel representation in the arbitration proceedings.
- c. The arbitrator's decision resolution, including remedy, will be specifically limited to the grievant's allegations of violation of the terms and conditions of the Contract. All evidence placed before the arbitrator must have been previously disclosed by either party to the other party. The arbitrator is specifically prohibited from expanding upon or changing the terms and conditions of this Contract.

### **ARTICLE 23** **IMRF**

In addition to the hourly rates listed on the salary schedules, the Employer will pay the employee's contribution to the Illinois Municipal Retirement Fund at a rate not to exceed the current four and one-half percent (4.5%).

### **CENTRAL ARTICLE 24** **LABORERS' PENSION FUND**

Section 1. Pension Fund

For the purpose of this Article, Pension contributions shall be paid for each hour worked for which the employee receives pay, or is entitled to receive pay in accordance with this Agreement.

The terms of this plan has been adopted and included in Appendix "A" attached to this Agreement.

### **ARTICLE 25** **EMPLOYEE EVALUATION**

#### 1. NOTIFICATION OF EVALUATION PROCEDURE

Within two (2) months after the date of Board action on employment, all new employees shall receive information on the evaluation procedure and the evaluation form to be used.

#### 2. EMPLOYEE EVALUATION

3. The purpose of an employee evaluation is to provide supervisory feedback on how an employee is performing his/her job. The Director of Building and Grounds will complete an evaluation at least once every two years for each non-probationary employee, using the form applicable to the job classification. Probationary employees shall be evaluated by the Director of Building and Grounds at least thirty (30) days before the end of their probationary period using the form applicable to the job classification.

4. A conference shall be conducted between the employee and his/her evaluator to discuss the evaluation. Following the conference, the employee shall receive a copy of the evaluation, and shall sign it as an indication of having received and read the evaluation. The employee's signature does not mean that the employee necessarily agrees with the contents of the evaluation. No employee shall be required to sign a blank or incomplete evaluation form.

A. If the employee feels his/her formal evaluation is incomplete or inaccurate, he/she may put his/her objections in writing and have them attached to the evaluation report before it is placed in the personnel file. If the employee seriously disagrees with the merits of evaluation, he/she may request a meeting with a Union Steward, the District administrator who completed the evaluation, and the Superintendent or her designee. Evaluations, once written by the evaluator, shall not be changed unless the changes are explained and agreed to by the employee and the evaluator.

B. In the event an employee receives an unsatisfactory evaluation, the evaluator shall explain the area(s) of concern and discuss what actions the employee must take to correct the problem.

## **ARTICLE 26** **EFFECT OF THE AGREEMENT**

### 1. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions shall be modified only through written, mutual consent of the parties.

### 2. Savings Clause

If any article, section, or clause of this agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with any article or section should be restrained by such tribunal, the remainder of this agreement and any addendum thereto shall not be affected thereby and shall remain in full force and effect, and the parties shall, upon written request by either party, enter into negotiations for the purpose of negotiating a potential replacement for such article, section, clause, addendum, or portion thereof declared to be invalid.

### 3. Management Rights

A. The parties agree that the Employer retains all of its powers and authority to direct, manage, and control to the extent of the law, except as is limited by law, and as limited by the express terms and conditions of this Agreement.

B. The exercise of the powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be

consistent with and limited only by law and by the specific terms and conditions of this Agreement.

4. Waiver of Bargaining by both parties

The parties mutually 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 legal permissible management action, during the life of this Agreement unless a mandatory subject of bargaining requiring impact bargaining in accordance with the requirements of the Illinois Educational Labor Relations Act. Notwithstanding the foregoing, the parties may jointly agree to waive the effect of this provision and negotiate on any such items upon mutual agreement.

5. No Lockout; No Strikes or Picketing

During the term of this Agreement the District agrees not to engage in any lockout of employees or otherwise refuse to allow them to work, and the employees agree to not engage in any strike, slowdown or other concerted refusal to render full and complete services to the School District, nor to encourage, incite, or support any such conduct or activity, nor engage in any picket or related type of activity within the geographic boundaries of the school district.

**ARTICLE 27**  
**ACCEPTANCE OF AGREEMENT**

**IN WITNESS OF:**

**FOR ROXANA COMMUNITY  
UNIT SCHOOL DISTRICT NO. 1**

**FOR LABORERS' LOCAL 773**

\_\_\_\_\_  
President

\_\_\_\_\_  
Jerry Womick, Business Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary

**FOR SOUTHERN & CENTRAL  
ILLINOIS LABORERS' DISTRICT  
COUNCIL**

Date: \_\_\_\_\_

\_\_\_\_\_  
Clint B. Taylor, Business Manager

Date: \_\_\_\_\_

**APPENDIX "A"**  
**CENTRAL LABORERS' PENSION FUND**

MODEL ADDENDUM  
TO THE COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the undersigned Union ("Union") and the undersigned Employer ("Employer") have agreed to participate in the Central Laborers' Pension Fund's Non-Construction Plan for the purpose of providing retirement benefits for certain employees employed by the Employer who are covered by the collective bargaining agreement.

NOW THEREFORE, the undersigned Union and the undersigned Employer hereby agree as follows:

Section 1. Commencing [August 1, 2012], the Employer agrees (i) to make payments to the Central Laborers' Pension Fund's Non-Construction Plan, (ii) to be bound by the Central Laborers' Pension Fund's Trust Agreement, including any amendments or changes thereto, and (iii) to accept as Trustees those Employer Trustees selected in the manner specified in said Trust Agreement.

Section 2. The Employer and Union agree to adopt the Preferred Schedule of the Pension Fund's Rehabilitation Plan (Dated January 16, 2012). Accordingly, Employer and Union agree as follows:

- A. The contribution rate shall be increased on each subsequent anniversary date according to the schedule delineated in the Preferred Schedule (Attachment A to the Rehabilitation Plan) for the duration of the collective bargaining agreement. The contribution rates for the duration of the collective bargaining agreement are set forth on Exhibit 1 which is attached hereto.
- B. The benefit changes, *i.e., the reduction of certain adjustable benefits*, described in the Preferred Schedule (Attachment A to the Rehabilitation Plan) are incorporated herein as if fully set forth in this Addendum.
- C. The Rehabilitation Plan and the Preferred Schedule, as such may be amended from time to time (pursuant to applicable law and as deemed appropriate by the Pension Fund's Board of Trustees) are deemed to be part of this Addendum and are incorporated herein as if fully set forth herein.

Section 3. Payments to the office of the Pension Fund shall be made by the Employer no later than the 15<sup>th</sup> day of the month next following the month for which the payments are required. The payments to the Pension Fund shall be made payable to the "Central Laborers' Pension Fund" and shall be sent to P.O. Box 1267, Jacksonville, IL 62651.

Section 4. Contributions shall be paid on behalf of each applicable employee, starting with the employee's first day of employment in a job classification covered by this Agreement.

Section 5. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving or who will in the future serve as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Board of Trustees pursuant to the Trust Agreements as heretofore and hereafter amended.

Section 6. All contributions shall be made at such time and in such manner, as the Trustees require. The Trustees shall have the authority to examine and audit the records of the Employer, as set forth in the Trust Agreements, upon reasonable notice for the purpose of determining the accuracy of the Employer's contributions to the Fund. If an Employer fails to make contributions within fifteen (15) days after the date required by the Trustees, the Union and/or the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of the payments due, together with reasonable attorney's fees, and other such costs or charges as may be assessed by the Trustees pursuant to the Trust Agreement.

Section 7. The Pension Plan adopted by the Trustees of the Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the employer at all times to treat contributions to the Fund as a deduction for income tax purposes.

Section 8. The parties agree that this Addendum to the collective bargaining agreement shall be considered part of the collective bargaining agreement between the undersigned parties.

Section 9. The provisions of this Addendum shall supersede any inconsistent provision or provisions of the collective bargaining agreement.

**ROXANA COMMUNITY  
UNIT SCHOOL DISTRICT NO. 1**

**FOR LABORERS' LOCAL 773**

\_\_\_\_\_  
President

\_\_\_\_\_  
Jerry Womick, Business Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**

<b>Beginning Date of Contract Year</b>	<b>Ending Date of Contract Year</b>	<b>Contribution Rate*</b>
<b>2019</b>	<b>2020</b>	<b>\$1.26</b>
<b>2020</b>	<b>2021</b>	<b>\$1.32</b>
<b>2021</b>	<b>2022</b>	<b>\$1.38</b>
<b>2022</b>	<b>2023</b>	<b>???</b>

\*As mandated by the Preferred Schedule to the Rehabilitation Plan, the contribution rate must increase at least 5% *each year* **throughout the duration of** the collective bargaining agreement.

<b>Custodian Wage Scale</b>					
<b>STEP</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>
<b>0</b>	\$13.30	\$13.50	\$13.70	\$13.90	\$14.10
<b>1</b>	\$13.80	\$13.80	\$14.00	\$14.20	\$14.30
<b>2</b>	\$14.10	\$14.10	\$14.30	\$14.50	\$14.50
<b>3</b>	\$14.12	\$14.30	\$14.40	\$14.65	\$14.70
<b>4</b>	\$14.64	\$14.64	\$14.64	\$14.90	\$15.20
<b>5</b>	\$15.40	\$15.40	\$15.40	\$15.40	\$15.70
<b>6</b>	\$16.15	\$16.15	\$16.15	\$16.15	\$16.20
<b>7</b>	\$16.90	\$16.90	\$16.90	\$16.90	\$16.90
<b>8</b>	\$17.60	\$17.60	\$17.60	\$17.60	\$17.60
<b>9</b>	\$18.51	\$18.51	\$18.51	\$18.51	\$18.51
<b>Longevity</b>	3.30%	3.30%	3.30%	3.40%	3.40%

<b>Maintenance Wage Scale</b>					
<b>STEP</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>
<b>0</b>	\$17.51	\$17.61	\$17.71	\$17.81	\$17.91
<b>1</b>	\$17.91	\$18.01	\$18.11	\$18.21	\$18.31
<b>2</b>	\$18.31	\$18.41	\$18.51	\$18.61	\$18.71
<b>3</b>	\$18.71	\$18.81	\$18.91	\$19.01	\$19.11
<b>4</b>	\$19.11	\$19.21	\$19.31	\$19.41	\$19.51
<b>5</b>	\$19.51	\$19.61	\$19.71	\$19.81	\$19.91
<b>6</b>	\$20.01	\$20.11	\$20.21	\$20.31	\$20.41
<b>7</b>	\$20.51	\$20.61	\$20.71	\$20.81	\$20.91
<b>8</b>	\$21.01	\$21.11	\$21.21	\$21.31	\$21.41
<b>9</b>	\$21.51	\$21.61	\$21.71	\$21.81	\$21.91
<b>Longevity</b>	3.30%	3.30%	3.30%	3.40%	3.40%

Custodial and Maintenance employees at step 9 at the end of a contract year will receive the longevity increase at the beginning of the next contract year.

Out of the hourly rates listed on the salary schedule above, the Employer will pay a contribution for each employee to the Central Laborers' Pension Fund per Appendix "A", Exhibit 1.

Monthly Insurance in Article 13 will be in addition to the salary.

**APPENDIX B**

LABORERS' LOCAL 773  
5102 LABORERS' WAY  
MARION, IL. 62959

AFFILIATED WITH  
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

ROXANA COMMUNITY UNIT SCHOOL DISTRICT NO. 1

\_\_\_\_\_, (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. 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 \_\_\_\_\_ in the year of 20\_\_\_\_

Phone: \_\_\_\_\_

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

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

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



**APPENDIX "C"**  
**DUTIES/DIVISION OF WORK**

The following Appendix is attached to this Agreement so that all employees may have a readily available outline of current duties and division of work as outlined by the Employer.

**A. CUSTODIAN**

**PERFORMANCE RESPONSIBILITIES**

1. Keep building and premises, including sidewalks, driveways and play areas neat and clean at all times, free of any rubbish. Follows a daily schedule for shift area with daily, weekly, monthly, and annual tasks.
2. May be assigned to trim grass and remove weeds.
2. Assist in removing snow and ice from walkways, entrances and sidewalks. Assist in removing snow and ice, which cannot be removed by plows and large machinery, using shovels, salt/sand and snow blowers as needed.
3. Complete jobs as requested by the building principal which are not maintenance.
4. Raises and lowers flags at appropriate times.
5. Assume responsibility for the daily opening and closing of facilities (insure that all lights are turned out and the building is secure: doors locked, windows closed).
6. Set up for activities as directed by administration.
7. Makes minor building repairs as needed. (replace ceiling tiles, floor tile, etc.) Always giving consideration to any repair that he/she may feel is dangerous and reporting that concern immediately to the building principal or the director of buildings and grounds.
8. Reports major repairs needed and/or damages to property promptly to building principal.
9. In an emergency, custodians and maintenance personnel shall help each other.

The following is a general list of responsibilities:

1. Moves furniture and equipment within the building.
2. Operates janitorial equipment.
3. Trims grass and weed removal.
5. Sands/salts walks, steps and entryways and other areas as needed to assist maintenance.

6. Removes snow from walks, driveways, and entryways.
7. Makes minor repairs.
8. Assumes responsibility for the daily opening and closing of facilities.
  9. Collects, stores, and disposes of refuse.
10. Disinfects and scrubs toilet floors, sanitary fixtures, drinking fountains, etc.
11. Dry mops floors.
12. Wet mops floors.
13. Strips, waxes and/or finishes floors, including gymnasiums, sanitary fixtures, drinking fountains, etc.
14. Dusts and polishes furnishings.
15. Empties wastebaskets.
16. Performs various yard keeping chores.
17. Raises and lowers the flags at appropriate times.
18. Sweeps and vacuums.
19. Washes chalkboards and/or white boards.
20. Washes windows.
21. Work of a similar or related nature or as assigned.

## B. MAINTENANCE

### PERFORMANCE RESPONSIBILITIES

1. Work to maintain appearance and condition of buildings, grounds, and equipment. Follows schedule for monthly and annual tasks
2. Follow the directives of the director of buildings and grounds and administration.
3. Reports major repairs needed and/or damages to property promptly to the director of buildings and grounds.
4. Shall be responsible for maintenance, repair, replacement, and assembly of all items not assigned to outside contractors.
5. Operate riding mowers when summer help is not available and shall mow areas not covered by outside contractors. Summer student help will not operate the riding mowers.
6. In an emergency, custodians and maintenance personnel shall help each other.
7. May be called upon to assist when the Principal and/or the Director of Buildings and Grounds feel there is an emergency or a need for extra help for special or certain activities.

The following is a general list of responsibilities:

1. Operates maintenance equipment.
2. Prunes shrubs and trees.
3. Grounds maintenance including: cutting, trimming, and clearing clippings.

4. Sands/salts driveways and parking areas and other areas as needed.
5. Removes snow from walks, driveways, entryways, parking areas, and playgrounds.
6. Inspects, repairs and maintains equipment, tools, machinery, etc.
7. Makes electrical repairs
8. Makes plumbing repairs.
9. Tests electrical installation.
10. Regulates heat, ventilation and air conditioning systems.
11. Paints.
12. Fertilizes plants, shrubs and lawns.
13. Sprays plants, shrubs and lawns.
14. Inspects buildings and grounds.
15. May be assigned to assist in moving furniture.
16. Work of similar or related nature as assigned.

\* Custodians will be allowed to wear appropriate length shorts on any workdays when students are not in attendance as long as safety is not a factor in doing so.