

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS
LABORERS' DISTRICT COUNCIL AND**

LABORERS' LOCAL 1197

AND

THE BOARD OF EDUCATION

HAMILTON COUNTY COMMUNITY UNIT SCHOOL DISTRICT 10

DURATION: JULY 1, 2011 THROUGH JUNE 30, 2014

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ARTICLE I RECOGNITION

1.1 Recognition

The Board of Education of Hamilton County Community Unit School District No. 10, (hereinafter referred to as the “Employer” or the “Board”) recognizes Laborers’ International Union of North America, AFL-CIO, the Southern & Central Illinois Laborers’ District Council, and Laborers’ Local 1197 (hereinafter referred to as the “Union”) as the sole and exclusive bargaining representative for all regularly employed full-time and part-time secretaries, library secretary, assistant director of maintenance, custodians, cooks, school nurse, and assistant nurse employed by the Employer. All certified Employees, all Central Office personnel, including but not limited to the Superintendent’s secretary and bookkeepers, aides, bus drivers, bus mechanics, Cafeteria Director, Family Resource Coordinator, Transportation Director, Director of Maintenance, Technology Director, Assistant Technology Director, and all supervisory, confidential, substitute and short term employees excluded under the Act are excluded from the Bargaining Unit. “Short term” workers shall be defined as those individuals who are employed during the summer months or other vacation periods to assist in tasks to prepare facilities for student attendance. “For each regularly employed full-time worker (75% or more of the day), the Board shall provide health insurance and life insurance coverage as outlined in Article 10.1.”

1.2 General Principle of Negotiations

The purpose of this recognition is a mutual agreement between the parties to negotiate in a good faith effort.

“Good faith effort” is defined as the mutual responsibility of the Union and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party’s proposals, or be compelled to reach agreement on specific topics.

1.3 Representative Notification

The Union will notify the Employer in writing, prior to July 1st of each year, of the names of the Union Steward, by classification, for that fiscal year, in order for primary correspondence from the Employer to be sent as appropriate.

ARTICLE 2 PAYROLL DEDUCTION

2.1 Right of Representation

Employees covered by this Agreement have the right to join, or not to join, the Union.

2.2 Payroll Deduction

Upon written request by the Employee, the Employer shall deduct Union dues from members’ payroll and transmit the amount to the Union Treasurer in accordance with the procedures that are mutually agreed upon between the Union and Superintendent.

The Union agrees to indemnify and hold the District harmless against any and all claims, demands, suits, errors or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Section or in compliance with any agreed upon forms and/or procedures related to this Section.

2.3 Fair Share

All employees covered by this Agreement who are members of the Union commencing on the date of signing this Agreement, or upon their initial employment after the date of signing this Agreement shall pay the Union dues each month or their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law. Those current employees who chose not to become a member of the Union on October 21, 1997, shall be exempt from the payment of union dues or fair share. However, whenever an exempt employee joins the Union, he/she shall forfeit their exempt status and be subject to fair share if he/she subsequently withdraws from the Union.

Required fair share payments by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union provided, however, that the Union shall submit to the Board an affidavit which specifies the amount constituting fair share not exceeding the dues uniformly required of members of the Union and which describes the rationale and method by which the fair share was determined, including a description of the expenditures which were excluded in determining the fair share. The amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office.

Non-members whose religious tenets or teachings of a church or religious organization who object to fair share agreement may elect to pay an amount equal to the proportionate share to a mutual agreeable non-religious charitable organization.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other action taken by the Board for the purposes of complying with the above provisions of this Article, or reliance of any list, notice, certification, affidavit, or assignment furnished under any such provisions.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Management Rights

Except as expressly amended, changed or modified by a provision of this Agreement, the Employer retains traditional and constitutional rights to operate the District. The District retains the respective rights as Employer enumerated below and as modified by the Illinois Educational Labor Relations Act. Such management rights include, but are not limited to, the following:

1. to plan, direct, control, and determine all operations and services;
2. to supervise and direct employees;
3. to establish the qualifications for employment and to employ employees;
4. to establish work rules and work schedules and assign such;
5. to hire, evaluate, promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions;
6. to suspend, demote, discharge, and take other disciplinary action against employees in accordance with progressive measures, contained in Article 8, Discipline, with the exception of probationary employees, who may be discharged without reason;
7. to establish reasonable work and productivity standards and, from time to time, amend such standards;
8. to lay-off employees due to lack of work or funds or for other legitimate reasons;
9. to assign overtime;
10. to maintain efficiency of operations and services;
11. to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
12. to maintain efficiency of the Employer's operations;
13. to take whatever action is necessary to comply with State and Federal law;
14. to change or eliminate methods, equipment, and facilities for the improvement of operation;
15. to determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
16. to determine the methods, means, and personnel by which operations are to be conducted; and,
17. to take whatever action is necessary to carry out the functions of the office in emergency situations.

ARTICLE 4 NO STRIKE – NO LOCKOUT

4.1 General Employee and Union Responsibilities

Neither the Union or any officers, agents, or employees instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slow down, sit down, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operations of Employer at any location during the term of this Agreement or any agreed upon extension of this Agreement.

4.2 Union Responsibilities

It is agreed that the Union will, within one (1) week of the date of the signing of this Agreement, serve upon the Superintendent a written notice which will list the Union's authorized officers and stewards.

4.3 Union's Communications Responsibilities

In the event of an unauthorized action by any employee, in violation of Section 4.1, the Union, within twenty-four (24) hours of being informed of such action, will notify the Superintendent in writing that said Union will make every reasonable effort to assure compliance with Section 4.1 of the Agreement.

4.4 No Lockout

The Employer agrees that it will not lock out employees during the term of this Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 Introduction

Should a difference arise between an employee and the Employer as to an alleged violation, misinterpretation or misapplication of specific provisions of this Agreement, it shall be settled in accordance with the Grievance Procedure as set forth below:

5.2 Representation

That grievant has the right to representation of choice in the Grievance Procedure. The grievant shall be present at all grievance discussions unless the Board, Union, and the grievant mutually agree that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

5.3 Initiation of Grievance

The Grievance shall be presented by an employee promptly so that the facts can be readily obtained. The time limit shall be established as within two (2) working days of the occurrence that comprised the Grievance.

5.4 Procedures

The parties acknowledge that it is usually most desirable for an employee and the employee's immediate supervisor to resolve problems through informal and free communications. If, however, the informal process fails to satisfy the employee, a grievant may be accompanied by a representative of choice:

Step One

The employee or the Union shall file the grievance in writing with the immediate supervisor, who shall certify by signature the date the grievance was received. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement, which are applicable, and shall state the remedy requested. The supervisor shall arrange for a meeting to take place with the grievant within ten (10) days after receipt of the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent within five (5) days of the meeting.

Step Two

In the event a grievance has not been satisfactorily resolved at Step One, the grievant may present the grievance within ten (10) days to the Superintendent, who will follow the same provisions as established in Step One.

Step Three

If the grievance is not satisfactorily resolved at Step Two, the grievant shall file, within ten (10) days of receipt of the Superintendent's decision at Step Two, a request for a hearing with the Board. The Board shall meet with the grievant within fifteen (15) days after receipt of the request for a hearing. The Board, or their designee, shall file an answer within ten (10) days of the hearing and communicate it in writing to the grievant and the Superintendent.

Step Four

If the grievance is not satisfactorily resolved at Step Three, the grievance shall proceed to binding arbitration. The Union shall submit to the Superintendent a written request on behalf of the Union and the grievant to enter into binding arbitration. If a demand for binding arbitration is not filed within ten (10) days of receipt of the Step Three decision, then the grievance shall be deemed withdrawn. Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Union requests binding arbitration, the two parties will request the American Arbitration Association to provide a panel of arbitrators in accordance with their procedures. The selection of an arbitrator shall also be accomplished in accordance with AAA procedures. Expenses for the arbitrator's services shall be borne equally by the District and the Union.

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the District and the Union, and his/her decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

5.5 Additional Procedures

1. *Bypass*

By mutual written agreement of the parties, any step of the grievance procedure may be bypassed.

2. *Withdrawal*

A grievance may be withdrawn at any level without establishing a precedent.

3. *Settlement*

By mutual agreement of the parties, a grievance may be settled at any step without establishing precedent.

4. *Costs of Arbitration*
The fees and the expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If only one party requests the presence of a court reporter, that party shall bear the costs of the reporter. If only one party requests the postponement of an arbitration hearing, that party shall bear the costs of such postponement.
5. *Cooperation*
The District and the Union shall cooperate in the investigation of any grievance.
6. *Handling of Grievance*
Any investigation or other handling or processing of any grievances by the grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program, District operations, and related work activities of the grievant or of the District's employees.
7. *Contract Expiration*
A grievance arising under this Agreement may be processed through the grievance procedure until resolution even after expiration of the Agreement.
8. *Bar to Appeal*
Failure of a grievant or the Union to act on any grievance within the prescribed time limits will act as bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.
9. *No Reprisal*
No reprisal shall be taken by the District or the Union against any employee because of the filing or participation in a grievance, or not participating in a grievance.
10. *Definition*
When the term "days" is used in this Article, it shall be defined to mean "days when school is in session" except that when school is not in session, it shall be defined to mean weekdays.
11. *Expedited Arbitration*
Upon completing a mutual written agreement by the Superintendent and the Union, the expedited arbitration rules of the AAA shall be utilized instead of the voluntary labor arbitration rules.
12. *By-pass of Arbitration to Grievance Mediation*
By mutual written agreement, the Superintendent and Union may elect to enter into grievance mediation prior to submitting the grievance to arbitration. The parties shall mutually agree, in writing, on the procedures for mediation, including the handling of any costs to implement the process and selecting a mediator. If the parties can't agree on a mediator, then the Federal Mediation Service shall be contacted to provide a mediator.

**ARTICLE 6
SENIORITY, TRANSFERS, POSTING,
LAYOFF AND RECALL**

6.1 Definition

Seniority shall be defined as the “length of service from the first day of hire as a regular employee”. In addition, seniority shall, for purposes of this Agreement, be defined as an employee’s length of continuous service in their classification, with accumulated seniority not being portable between classifications.

6.2 Probationary Period

Newly hired employees working 75% or more of the time shall be considered probationary during their first one hundred twenty (120) workdays of employment. Part-time employees working less than 75% of the time shall be considered probationary during their first one hundred eighty (180) workdays of employment. Employees shall have no seniority until completion of their probationary period. Any time during this period a probationary employee can be discharged “at will” without recourse or regard to any other provisions in this Agreement, including being prohibited from using the Grievance Procedure for a discharge.

6.3 Termination of Seniority

Seniority shall be terminated when an employee:

1. resigns or otherwise quits;
2. leaves employment to be employed elsewhere;
3. is discharged;
4. retires;
5. is laid off for a period of twelve (12) months (exception may be a case involving Workman’s Compensation, which will be determined upon reviewing the regulations in force);
6. is absent for three (3) consecutive scheduled work days without proper notification and authorization; or
7. fails to return to work at the conclusion of an approved leave of absence or vacation;
8. accepts other employment without the District’s written approval during a period of authorized leave of absence.
9. assumes a position in another classification except as described in Section 6.5.
10. declines recall to any part-time or full-time position as described in Section 6.9.

6.4 Seniority While On Authorized Unpaid Leave of Absence

Employees will continue to accrue seniority credit for all time spent on authorized unpaid leave of absence up to three (3) months, or ninety (90) consecutive days, which shall not include other employment. Vacation, sick leave, authorized holidays and other benefits will not be earned while on an authorized unpaid leave of absence.

6.5 Transfer to New Position

Any employee assuming a position in another classification shall begin their seniority in the new classification on his/her first day of work. However, their District seniority shall continue to accrue to determine earned vacations if eligible for vacations.

6.6 Posting of Vacancies

Vacancies occurring within the bargaining unit, including newly created positions within the bargaining unit, shall be posted on a designated bulletin board in the central office of each attendance center, along with a copy of such posting being sent to the appropriate Union Steward. Every reasonable effort will be made to post vacancies at least ten (10) days prior to being filled, but vacancies can be filled prior to that time if the operational needs of the District need to be immediately addressed as determined by the Superintendent. In the event that the Superintendent determines it is necessary to fill a position immediately, a designated Union steward shall be so notified. Such postings shall contain the following information:

1. Classification
2. Starting date
3. Rate of pay
4. Full or part-time
5. Other Information as Deemed Appropriate by the Superintendent

6.7 Filling of Vacancies

Vacancies shall be filled by the most qualified applicant as determined by the Board of Education. Seniority, together with all other qualifications necessary for the vacant position shall be given equal consideration and shall be the determining factors in awarding the position. The pay and step placement for the position shall be determined by the Superintendent upon reviewing the qualifications and previous experience of the successful applicant.

6.8 Layoffs

If the Board decides to decrease the number of Employees in any classification covered by this Agreement, the resulting layoff shall be effectuated first by laying off any probationary Employees within the affected classification and then on the basis of seniority within the affected classification (i.e., the least senior Employee in the classification shall be laid off first) provided that the remaining Employees are determined to be qualified as determined by the Superintendent or designee to perform the work remaining after the layoff.

6.9 Recall From Layoff

The recall period shall be 365 days from the first day a layoff is effective. If the Board has any vacancies in a classification affected by a layoff, the positions will be tendered to qualified employees with recall rights in that classification in reverse order of layoff from said classification, if physically able to return to work. Notification of recall shall be by certified mail to the employee's last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work, along with the requirements of the position. It shall be the responsibility of the employee to keep his/her addresses current by providing the Superintendent's Office with the necessary information. If the employee does not

respond to such notification of recall within ten (10) working days following receipt of notice sent to the employee's last known address or declines the position, the employee's right to recall shall cease and he/she shall be considered terminated from the District.

ARTICLE 7 WORKING CONDITIONS

7.1 Work Day

On or before July 1, the District will provide each employee a notice of the employee's work location and assignment, the number of hours worked per day, the minimum number of days worked per year, the paid legal school holidays for the fiscal year, and the name of the immediate supervisor, with all information being broken down by specific item within the format. The Superintendent or designee reserves the right to adjust the above conditions beyond July 1 and during the school year so as to meet the operational needs of the District.

7.2 Lunch Breaks

Each full-time bargaining unit employee shall have a thirty (30) minute lunch break scheduled each day. Lunch breaks are not counted as part of the paid workday. The administration shall determine employee lunch schedules.

7.3 Breaks

Every effort will be made to schedule each bargaining unit employee working Seven (7) hours per day with two fifteen (15) minute breaks during the workday, and all employees working less than Seven (7) hours per day with one fifteen (15) minute break during the workday unless an emergency occurs as determined by the Superintendent or designee. The administration shall determine employee break schedules and appropriate break areas.

7.4 Assistance in Control of Students

Control of students shall be considered part of the job as determined by the employee's immediate supervisor. Prior to the beginning of each school year, the immediate supervisor shall review appropriate procedures with all employees.

7.5 Unsafe or Hazardous Working Conditions

Employees are required to bring to the attention of their supervisor potential unsafe and/or hazardous working conditions. If an immediate hazard exists, the employee should take reasonable and prudent action to remedy the hazard and then notify their supervisor of action taken and what, if any, hazard still exists.

7.6 Emergency Days

When inclement weather or other emergencies result in the cancellation of classes, the following shall apply:

- (1) Employees on eleven and twelve-month contracts shall report to work as usual. Employees unable to get to work because of weather or other problems will be given the option of using personal or unpaid leave of absence for the time missed.
- (2) Employees on less than eleven-month contracts will not be expected to report to work, but will be expected to work one additional day for each day of non-pupil attendance resulting from the closing of school because of emergencies.
- (3) The Superintendent may elect to excuse employees early or not require them to work because of inclement weather or other emergencies including Act of God days at the Superintendent's discretion.

7.7 Mileage Reimbursement

The District shall pay for approved transportation required of employees in the performance of their duties. Employees will be reimbursed for the approved use of his/her personal vehicle at the Central Management Services State rate as of July 1st of each year, with the employee having current liability coverage. It is understood that no employee shall be reimbursed for driving to their regularly assigned work place each day and driving home from the assigned work place upon conclusion of their assignments each day, and Union activities.

7.8 Employee Obligations

This Agreement shall not interfere with an employee's obligation to fulfill his/her assigned duties in an efficient manner as determined by the Administration.

7.9 Work Clothes

At the discretion of management, specific employees may be required to wear identified work clothes and/or protective safety gear. When such a decision is made, the identified work clothes and/or protective safety gear shall be at the expense of the District. Any maintenance and cleaning of the work clothes shall be at the expense of the employee. Work clothes and/or protective safety gear shall only be used during on duty time. Any work clothes and/or protective safety gear shall be returned to the District upon resignation, layoff or discharge.

7.10 Drug Testing

In order to help provide a safe work environment and to protect the public by ensuring that employees have the physical stamina and emotional stability to perform their assigned duties, the Administration may require employees to submit to urinalysis, or other appropriate testing, at a time and place designated by the Administration. Alcohol and drug testing may also be required in compliance with state and/or federal regulations governing one or more employee classifications. If an employee tests positive in any such test, a second test shall be conducted as soon as possible. The results of these tests shall be sent to the District, but will remain confidential, to the extent possible under the applicable law, and if both tests are positive, the employee

shall be advised confidentially to seek medical assistance and advice from his/her Union representative. If after a reasonable period of time for rehabilitation, as determined by the Superintendent or his designee, the same employee tests positive a second time, the test results shall be submitted to the Superintendent for appropriate action. The District shall not be limited in the number of tests required of employees each year. Unlawful use of drugs or the failure to cooperate in testing under this Section shall be cause for immediate discharge.

ARTICLE 8 DISCIPLINE

8.1 Discipline

The Employer shall practice progressive discipline, which may include verbal warning, written warning, suspension, and dismissal.

ARTICLE 9 LEAVES

9.1 Sick Leave

The Board shall grant to each full-time employee fourteen (14) days sick leave for each year worked. Part-time employees who are employed at least on a half-time basis will receive seven (7) sick days per year. Part-time employees who are employed less than half-time will receive no sick leave days. If any employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum of two hundred (200) days. Upon maximum accumulation, unused sick leave awarded at the beginning of the school year will be held in escrow to be used at retirement if needed to reach the maximum allowable days for the IMRF retirement pension benefits (i.e., Upon accumulation of 200 days, the following year the employee will receive 14 days. If 5 days are used, the remaining 9 days will be held in escrow.)

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household.

For purposes of the Section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grand children, brother-in-law, sister-in-law, parent-in-law, aunts, uncles, nieces, nephews and legal guardians.

9.2 Personal Leave

Each full-time employee shall have two (2) personal leave days per school year, one (1) additional day after 15 years of service, and one (1) additional day after 25 years of service. Personal leave days may be accumulated to a maximum of four (4). Part-time employees who are employed at least on a half-time basis will receive one (1) personal leave day per year. Part-time employees who are employed less than half-time will receive no personal leave days. Employees shall notify the Superintendent at least three (3) days in advance of the requested use of personal leave days. However, the Superintendent may waive this advance notice requirement in emergency situations.

No more than 10% of the bargaining unit in any one building may use personal leave on the same day.

Personal leave shall not be used on the following days unless special exception is granted by the Superintendent based on the individual merits of the request:

1. The working day before or after a designated school holiday.
2. The working day before or after any scheduled break.

Unused personal leave days shall accumulate as sick leave days.

9.3 Bereavement Leave

All full-time employees may be excused for whatever number of days necessary for the funeral of his/her immediate family. Any days in excess of three (3) will be charged to sick leave. Part-time employees who are employed at least on a half-time basis will receive one and one-half (1.50) bereavement leave days per year. Part-time employees who are employed less than half-time will receive no bereavement leave days. For the purpose of this section, "immediate family" shall be defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, brother-in-law, sister-in-law, parent-in-law, aunts, uncles, nieces, nephews, and legal guardians. Bereavement days will not accumulate from year to year.

9.4 Jury Duty

Employees summoned to jury duty when school is in session shall receive full salary during the time the member is on jury duty provided the member pays to the District the fees for performing jury duty service.

Employees issued a court subpoena concerning matters relating to their employment by the District shall be paid for each working day of required absence, providing the member pays to the District any witness fees received. This provision is not applicable if the member is subpoenaed to testify under the following conditions:

1. A matter in which either the member, or any of the member's family, or any business associate has a financial interest.
2. If the employee is a witness against the School District, the Board of Education, or its representatives as the result of any legal actions commenced by or on behalf of the Union, its agents or members, or as the result of any legal actions arising from collective negotiations between the parties.

The final decisions as to applicability of such leave to be paid by the District shall be at the discretion of the Superintendent. This Section is not subject to the Grievance Procedure.

**ARTICLE 10
HEALTH AND PENSION BENEFITS**

10.1 Hospitalization and Life Insurance

The Employer shall provide 75% of the rate of individual health insurance from the Egyptian Area Schools Employee Benefit Trust health insurance program at whichever tier the employee chooses to participate. The District shall provide 100% of the premium cost for a \$15,000 term life insurance policy on each eligible employee. The health and life insurance benefit is made available only to personnel working 75% or more of the time as qualified in Article 1.1.

The Employer reserves the right to change or provide alternative insurance carriers, health maintenance organizations, or to self-insure. The Union will be allowed four slots on the District Insurance Committee that meets periodically with administration and other district employee groups to analyze current employee health insurance coverage and discuss appropriate options including bidding. The committee shall, after consultation with their respective groups, make recommendations to the Board of Education for a final decision on the carrier, plan, and coverage. The employer shall notify the Union at least sixty (60) days in advance of the change in insurance plans or carriers.

10.2 Retirement Contribution/IMRF

The District will participate in the Illinois Municipal Retirement Fund for all employees eligible to participate in it.

10.3 Retirement Contributions/Laborers' National (Industrial) Pension Fund

The employer agrees to contribute to the Laborers' National (Industrial) Pension Fund (the "Pension Fund") for all employees covered by this Agreement in accordance with this Article, with the exception of the employees who executed as of October 21, 1997, a Waiver and Release of Right to Participate in the Laborers' Pension Fund and submitted same to the Pension Fund's office as of that date.

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26th, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's preferred Schedule and wish to document that agreement,

It is hereby agreed by the undersigned Union and Employer as follows:

1. The parties agree that these pension contributions that would otherwise be paid in salary or wages (including hours or portions of hours of paid holidays, vacation, sick leave, personal leave, other paid leave and overtime), instead will

be contributed by the Employer (pre-tax) to the Pension Fund. The contributions are to be considered Employer contributions for purposes of the tax laws and they are not taxable income to the employees, rather taxation is deferred until benefits are paid.

Both parties agree that effective September 1st, 2011, three cents (\$0.03) per hour is contributed by the Employer and the remaining sixty-three cents (\$0.63) per hour is contributed by the Employer, in lieu of wages.

Effective September 1st, 2012, six cents (\$0.06) per hour is contributed by the Employer and the remaining sixty-seven (\$0.67) cents per hour is contributed by the Employer in lieu of wages.

Effective September 1st, 2013, ten cents (\$.10) per hour is contributed by the Employer and the remaining seventy-one (\$0.71) cents per hour is contributed by the Employer in lieu of wages.

Prior to July 1 of each year the Union shall inform the District of any increase in these Pension Contributions that would otherwise be paid in salary or wages.

2. With regards to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
 - (b) Effective April 30th, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000.00 or less and for the Fund's \$5,000.00 death benefit.
 - (c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
3. The Plan as a whole is deemed to be a part of the Preferred Schedule.

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

**ARTICLE 11
HOLIDAYS AND VACATIONS**

11.1 Recognized Holidays & Non-Attendance Days for Students

1. Paid Holidays: Custodians shall be entitled to the following paid holidays: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, M. L. King's Birthday, President's Day, Memorial Day and Independence Day. In the event that a holiday falls on a Saturday, it will be observed on the preceding Friday, unless school is in session. If a holiday falls on a Sunday, it shall be observed on the following Monday, unless school is in session. Should the Board, through ISBE waiver, secure authorization to declare student attendance days on any of the above, all employees shall be required to report for their normal work assignments at regular compensation.
2. Institute & Other Non-Attendance Days: Cooks and secretaries shall be required to report for their normal work assignment at regular compensation during days of student attendance and teacher institutes. This shall constitute a minimum of 180 days. The Superintendent may waive attendance by cooks and secretaries for teacher institute days scheduled in October as long as work assignments are caught up.
3. Last Day of School: Cooks shall work ½ day prior to the first day of school at the discretion of the Head Cook, in order for the building to be supplied with inventory to start school, in lieu of the last day of pupil attendance.

11.2 Earned Vacation Days

Paid vacations for full-time (12 month) employees shall be provided according to the following schedule:

Less than one year completed	0 vacation days
1 – 2 years completed	5 working days vacation
3 – 9 years completed	10 working days
10 years completed and beyond	15 working days

Vacation time earned is based on years completed as of July 1st each year. Vacation days shall not be earned for overtime work or for other than regularly assigned days of employment. Vacation days used by employees shall be as follows:

1. Vacation days must be taken during the summer months outside the regular school year for student attendance.
2. Vacation days must be taken in 5 day blocks of time.

3. If the District designates a specific shutdown week during the summer months that school(s) will be closed, then employees with vacation days earned shall take five vacation days at that time. Such a designation by the Board will be made by April 30th of that year.
4. Employees entitled to fifteen (15) vacation days shall take five days during shutdown week, use five in a 5-day block, and can use 5 days individually. The individual days may be scheduled during specified school breaks to include: summer months, the last Friday in October, Christmas Break, and Spring Break. No more than half of the employees in a classification or in any one individual building can use the same days individually. Scheduling conflicts shall be based on seniority.
5. All vacation days shall be scheduled a minimum of one month in advance, requested in writing, and sent to the Superintendent's office.
6. Vacation days not taken as earned will be lost, thus vacation days will not accumulate.

**ARTICLE 12
COMPENSATION**

12.1 Salary Increase, 2011 – 2014 School Years

The Board agrees to terminate the current salary schedule (2010-11) and provide salary increases for all classifications of employees hired prior to August 15, 2010 as follows: thirty cents (.30) per hour for the 2011-12 school year; thirty-five cents (.35) per hour for the 2012-13 school year; and forty cents (.40) per hour for the 2013-14 school year.

For employees in all classifications employed after August 15, 2010, they will be paid a salary based on their classification and receive salary increases commensurate to other employees in the classification in the respective years following, in lieu of a salary schedule as follows:

Assistant Nurse	\$12.30/hr.	(\$15,498.00/9 mo.)
Nurse	\$19.84/hr.	(\$24,998.00/9 mo.)
Cook	\$8.80/hr.	(\$11,088.00/9 mo.)
Secretary	\$9.36/hr.	(\$13,104.00/10 mo.)
Custodian	\$10.64/hr.	(\$22,131.20/12 mo.)

The salary table above also reflects the starting salary rate for any newly hired employee in the respective classification over the term of this contract.

No overtime or other extra compensation earned by the employee during a given year shall be factored in the employee's salary increase for the following year.

12.2 Pay Enhancements

- A. In lieu of a salary schedule, the Board agrees to the following longevity salary increases for any employee that will not have been employed at least ten (10) years in one of the classifications by July 1, 2011:
- a. Employees with 5 years of service receive (.50) per hour increase in addition to negotiated hourly increase.
 - b. Employees with 7 years of service receive an additional (.50) per hour increase in addition to negotiated hourly increase.
 - c. Employees with 10 years of service receive (.50) per hour increase in addition to negotiated hourly increase.
 - d. Employees with 15 years of service receive (.50) per hour increase in addition to negotiated hourly increase.

Employees that have worked less than 10 years but more than 5 years by July 1, 2011, shall be eligible for longevity steps (a) and/or (b), as qualified, for the 2011-12 school year.

- B. The Board will allow Rhonda Tracy and Kim Barrow to receive the 2010-11 Step 10 salary, plus the negotiated salary increase for 2011-12 school year. They will not be eligible for any longevity salary increases in lieu of this Step 10 allowance.
- C. The Board will allow Carole Roberts to receive longevity steps (a) and (b) and (c) in addition to the negotiated hourly increase for the 2011-12 school year in lieu of a salary schedule. She will also be eligible for longevity step (d) when qualified.

12.3 Employee Evaluation and Job Performance

Employees shall be evaluated one (1) time per school year for the first 2 years of employment. Employees that have completed two (2) or more years of service shall be evaluated 1 (one) time every other school year. Additional evaluations may be conducted at the discretion of the principal in the non-scheduled year if concerns exist that warrant such evaluation/improvement.

In the event an employee is to receive an unsatisfactory evaluation, which would result in a salary freeze for the subsequent year, he/she shall receive it at least sixty (60) calendar days prior to the end of the school year. The evaluation shall include the area(s) of deficiency and what steps the employee must take to remediate the deficiency(ies). If, in the opinion of the immediate supervisor and Superintendent, the effected employee corrects the listed deficiency(ies) within sixty (60) calendar days, then a satisfactory evaluation will be filed replacing the previous evaluation, and the decision to freeze the salary in the subsequent year will be reversed.

12.4 Overtime

All hours worked by employees in excess of forty (40) hours per week shall be paid at no less than as prescribed by law. The Union and District agree that when use of kitchen facilities are made available under the District's Facility Use Policy, that a Cook employed by the District shall be present for the activity. Cooks will be paid time and a half for duties performed for any non-school-related group. Any leave of absence, vacation, or holiday which is paid shall be deemed time worked for purposes of calculation of overtime. Time and one-half shall be paid for all work performed on Saturdays and Sundays if forty (40) hours have been accumulated from Monday through Friday. Work on holidays shall be paid at time and one-half. No accumulation for "comp. time", if appropriate, will be allowed unless pre-approved by the building principal, in consultation with the Superintendent.

12.5 Shift Assignments

There shall be no variation in pay for any employee based upon shift assignment. Employees working second or third shift assignments shall be paid the same as first shift employees.

12.6 Cleaning of Unit Office

The District shall pay a custodian a stipend of \$50.00 each weekend to clean the Unit Office. If there are no volunteers, the Superintendent shall determine a mandatory rotational schedule among the custodians.

12.7 Retirement Incentive

Any bargaining member that has worked 10 or more years, but not more than 40 years, as a full-time employee in one or a combination of classifications covered by this agreement and who is eligible to retire under provisions of the Illinois Municipal Retirement Fund (IMRF) will receive an early retirement incentive. An eligible employee may receive a twenty percent (20%) increase in salary for his/her final year of employment with the District or the amount of retirement incentive paid shall be reduced and limited in order to prevent the District from incurring any penalties for the payments towards a retirement incentive.

To receive this early retirement incentive, the employee must inform the Board in writing of his/her intent to resign by May 30 of the year prior to his/her final year of employment. The allowable percent increase shall reflect a combination of any negotiated salary increases and increment in combination with additional Board payment totaling the allowable increase in the employee's final year of employment. Overtime pay received in the year prior to retirement shall not be used as calculation in determining the allowable retirement incentive increase. Moreover, if an employee works overtime in the final year of employment when the retirement incentive is paid, the retirement amount paid in that year can be reduced in an amount sufficient to prevent the District from paying any penalties for the payments made toward the retirement incentive. The parties specifically agree that the District shall have the right to reduce the amount of the retirement incentive paid to the employee in order to prevent the District from paying any penalties for the payment of such retirement incentive.

The provisions of this Retirement Incentive shall expire on June 30, 2014. The final date an employee may notify the Board of his/her intent to retire under this provision is May 30, 2013.

12.8 Head Cook Stipend

Head Cooks at the Hamilton Co. Jr./Sr. High School and East Side shall receive an annual stipend of One Thousand Three Hundred Dollars (\$1,300.00) for the performance of their extra duty. Head Cooks at Dahlgren and the Hamilton Co. Pre-School shall receive an annual stipend of Nine Hundred Dollars (\$900.00).

ARTICLE 13 EFFECT AND DURATION OF AGREEMENT

13.1 Period Covered

This Agreement shall become effective on July 1, 2011 and shall continue in full force and effect through June 30, 2014.

13.2 Savings Clause

In the event that any of the provisions of this Agreement shall conflict with any State or Federal law, such provision shall be deemed to be modified sufficiently in respect to either or both of the parties to the extent necessary to comply with such laws and regulations and the remaining portion of this Agreement shall remain in full force and effect.

13.3 Content of Agreement

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Union. Both parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement. The parties each voluntarily and unqualifiedly waive any rights, which might otherwise exist under law, to negotiate over any matter during the term of this Agreement. Subject matters not referred to in this Agreement shall not be considered as part of the Agreement and remain exclusive Board prerogatives.

13.4 Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written agreement.

13.5 Previous Agreements

It is agreed that this Agreement contains the full and complete content between the Board and the Union on all issues bargained during negotiations for this Agreement. All prior agreements, including any written and/or verbal commitments, on any issue are void and of no force and effect.

13.6 Future Negotiations

In future negotiations, either party shall have the right to request to go to the Federal Mediation Service for a mediator if a settlement has not been achieved within 120 days of the commencement of negotiations. If such a request is made by either party, the other party is obligated to sign the joint letter to the Federal Mediation Service. If the mediation process fails to finalize a successor agreement, then the parties shall have the option to secure an advisory opinion on unresolved issues through interest arbitration. The selection of an arbitrator shall be accomplished in accordance with the language provided in Article 5.4, Step Four, of this Agreement.

**ARTICLE 14
ACCEPTANCE**

This Agreement, when approved and signed by the appropriate authorities for and on behalf of the Employer and the Union, shall be in full force and effect from July 1, 2011 to June 30, 2014. This Agreement shall terminate on the stated date of expiration unless the parties agree to extend this Agreement on terms, which are acceptable to both parties.

FOR THE EMPLOYER:

Date: _____

Date: _____

FOR THE UNION:

Laborers' Local 1197:

Flint Taylor, Business Manager

Date: _____

**The Southern and Central Illinois
Laborers' District Council**

Date: _____