

CONTRACT AGREEMENT

BELLE VALLEY BOARD OF EDUCATION

SCHOOL DISTRICT #119

AND

LOCAL #116

SERVICE EMPLOYEES INTERNATIONAL UNION

July 1, 2008 – June 30, 2011

AGREEMENT

Preamble

Agreement between the Belle Valley School Board of Education, District #119 and Building Service Employees International Union of the A.F. of L. Local #116, for the period from July 1, 2008 to June 30, 2011.

This agreement mutually entered into this first day of July, 2008 by and between the Belle Valley School Board of Education District No. 119, hereinafter referred to as the employer, party of the first part, and Service Employees International Union Local #116 hereinafter referred to as the Union, party of the second part.

ARTICLE I

Union Security

SECTION 1. All full-time new employees placed in the Building Service Department may become members of the Building Service International Union after 30 days of employment.

ARTICLE II

Wages - Benefits

SECTION 1.

Custodians Schedule A – Employees Hired Prior to June 30, 2004

July 1 – June 30
2008-2009
\$53,414

July 1 – June 30
2009-2010
\$55,150

July 1 – June 30
2010-2011
\$56,492

Custodians Schedule B: Employees Hired From July 1, 2004 to June 30, 2008

July 1 – June 30
2008-2009
\$29,387

July 1 – June 30
2009-2010
\$30,636

July 1 – June 30
2010-2011
\$31,938

Custodians Schedule C: Employees Hired From July 1, 2008 to June 30, 2011

Beginning Custodial Salary will be set at **\$25,000** plus benefits. After one full-year of service, second or third year employees hired during this contract period will receive an annual .0425 increase in base salary.

The above annual wage shall be paid on a semi-monthly basis in accordance with the policy of the Board governing payment of salary to other certificated members of the professional staff.

SECTION 2. Time and one-half shall be paid for overtime, and double time for Sunday, and holidays.

SECTION 3. For the life of this contract, the Board of Education will contribute will contribute up to \$625 per month per full-time employee for each of thirty-six (36) months toward the cost of the Group Major Medical-Hospitalization Plan in effect for the 2008-2011 contract. The health insurance premium shall be no less than those extended to other certificated employees of the School District. Any full-time custodian will have an opportunity to waive hospitalization insurance and to receive instead an increase in salary equal to \$200 (two hundred dollars) per month. Waivers for hospitalization shall be completed by July 1, of each contract year. Such waivers shall be irrevocable for the duration of the school year, except that a custodian may re-enroll in the health plan if there is a change in family status. Custodians who do not complete the waiver by July 1, of each contract year shall automatically be re-enrolled in the hospitalization insurance plan, if permitted by the requirements of the plan. Custodians who are not permitted to re-enroll shall continue to receive the increase in salary each month, as stated above.

ARTICLE III

Work Schedule

SECTION 1. All work shall be arranged so that as nearly as possible, eight (8) hours shall constitute a day's work, and forty (40) hours a week's work, Monday through Friday.

SECTION 2. The aforementioned working conditions and salaries apply to all full time employees in the Building Service Department.

SECTION 3. Sunday work shall be held to a minimum as in the past.

ARTICLE IV

Holidays

SECTION 1. The following named days shall be Board granted holidays: Fourth of July, Day after Thanksgiving, Christmas Eve, New Year's Eve, and the Monday following Good Friday (however, if emergency days are used and Easter Vacation is shortened, this day will become a work day.) The following named days shall be legal school holidays as designated by the Illinois school Code: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday or Presidents' Day, Pulaski Day, Good Friday, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day (However, in the event the District receives a waiver from the Illinois State Board of Education to attend school on Pulaski Day or Columbus Day, in exchange, one additional day of vacation shall be applied to each custodian that worked on that day. Custodian shall not work on legal school holidays except in times of emergency or for building maintenance.

When any of the days named fall on a Saturday or Sunday, the Board of Education will designate an appropriate day for such time off. Any other days designated by the Board of Education, as holidays for the school are not being considered holidays.

ARTICLE V

Compensation Time

District #119 will routinely pay employees covered under this contract applicable overtime rates of pay. However, employees shall also have the option of accumulating overtime as compensation time when said compensation time is authorized by the building principal and properly documented. In order to accumulate compensation time, the employee must maintain a log of each instance of work rendered. That log should include the date, the times services were rendered, a description of the services rendered, and initials of the building principals.

Accumulated compensation time may then be transferred into additional paid vacation time by submitting the accumulated documentation to the District #119 Business Manager. Accumulated compensation time must be transferred to vacation time at the end of each fiscal year (June 30th). Once compensation time is transferred to vacation time it shall be subject to the rules and constraints set forth within Article VI - VACATION of this contract.

Compensation time will be treated as overtime and will be provided at 1.5 hours of compensation time for every hour of overtime worked.

ARTICLE VI

Vacations

Two weeks of paid vacation shall be granted all employees with one full year of service up to ten years of service. All employees that have completed ten full years of service shall receive three weeks of paid vacation. For the purpose of this agreement, a year of service shall be defined as July 1st to June 30th.

Those employees with less than one full year of service shall be granted one day of paid vacation for each complete month of service to the district – not to exceed 10 total days of earned vacation.

Earned vacation may be carried over from the June 30th date until December 31st of the same calendar year. However, no more than 5 total vacation days may be carried forward after the start of the school year (Defined as the first day of student attendance.) The five-day limit for carried over vacation days may be waived by the Superintendent in those cases when the employee has petitioned for that waiver and when the Superintendent deems it to be in the interest of district to grant said waiver.

An exception to the limits for carrying vacation days forward will be made during the last year when an employee has already submitted a binding letter of intent to retire. In that circumstance, the employee may carry over the full numbers of days earned from the previous school year, and said employee will be compensated within his/her last payroll check for current vacation days (paid at the current daily rate of pay) and for any unused vacation days from the previous year (paid at the daily rate of pay for that previous year).

ARTICLE VI

Sick Leave

All full time custodial employees shall receive twelve (12) sick days per year. They shall receive full pay and benefits for sick days. As prescribed by the Illinois School Code, sick days shall accumulate to two hundred (200) days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. The Board may require a physician's certificate as a basis of pay during leave after an absence of three (3) days for personal illness.

ARTICLE VII

Attendance Bonus

A bonus of \$350.00 (three hundred fifty dollars) for a full year of attendance with no absence of any kind or a bonus of \$200.00 (two hundred dollars) for only one day of absence will be paid on the July 10, payday annually. Days lost to death for a spouse, parent, child, or administration approved workshop absence shall not preclude eligibility.

ARTICLE VIII

Personal Leave Day

Each full time custodian shall receive one (2) personal leave days per school year with full pay and benefits. Written requests must be submitted to the Building Principal no later than two (2) school days prior to the requested day. No more than one (1) custodian may request a personal leave day on the same day. Personal leave days may not be requested immediately prior to or immediately after a holiday or vacation. Personal leave days may not be taken the first or last two weeks of a school year without approval of the Superintendent. Personal leave days not used shall accumulate as sick leave.

ARTICLE IX

Retirement Incentive

Upon an employee's death, or upon the written notification of impending bona fide retirement, or in the case of disability as defined by IMRF, a retirement incentive shall be paid to employee's estate or to the individual employee over the course of the last work year, based upon the employee's number of full years of employment in Belle Valley District #119. The employee and the administration shall agree upon the disbursement of retirement incentive payments. This payment shall be according to the following schedule:

<u>Full years of service to District #119</u>	<u>Amount</u>
20 or more years of service	\$ 6,000
25 or more years of service	\$ 8,000
30 or more years of service	\$10,000

Those individual employees eligible for bona fide retirement must notify the Superintendent of his/her impending retirement at least nine (9) months prior to his/her last day of work. Once notice of retirement has been given, retirement pay shall be paid in accordance with the IMRF 125% rule so that all retirement pay possible will count towards the employee's retirement annuity calculation. Should the IMRF and or state laws change in relation to this matter, the Union and the Board of Education agree to find a mutually agreeable solution to the payment of Retirement Incentive Pay. This benefit shall be payable in total to the employee's estate in case of the employee's death while employed in the final year of service to District #119.

In accepting this retirement incentive, all employees covered by this contract, relinquish their rights to any early retirement incentive programs offered by the Illinois Municipal Retirement Fund.

ARTICLE X

Grievance Procedure

DEFINITION: A grievance shall mean a written complaint by a member of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement.

PURPOSE: Every employee covered by this Agreement shall have the right to present written grievances in accordance with these procedures, the purposes of which is to secure, at the lowest possible administrative level, equitable solution to valid grievances which may arise.

REPRESENTATION: The 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 the 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.

TIME LIMITS: A grievance must be filed within ten (10) business days of the occurrence of the event, which gave rise to the grievance. The number of days indicated at each step shall be adhered to by both parties and every effort shall be made to resolve the grievance as rapidly as possible.

For the purposes of this grievance procedure, business days shall be defined as days when the office of the Superintendent of Schools is open.

CONSTRAINTS: Any investigation or other handling or processing of any grievance by the grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District employees.

Failure of a grievant or the Union to act on any grievance with the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. Time limits may be extended by a written mutual agreement.

If the Union or any employee files any claim or complaint in any form other than under the grievance procedure of the Agreement, then the district shall not be required to process the same claim or set of facts through the grievance procedure.

PROCEDURE: STEP ONE – It is desirable for an employee and the immediate supervisor to resolve problems through free and informal communications. Therefore, before a grievance is filed, the claimant shall discuss the claim with the most immediate supervisor.

STEP TWO – If the complaint cannot be resolved informally, the aggrieved employee shall file the grievance in writing with the immediate supervisor or superintendent, who shall certify by signature the date and hour the grievance was received. This certification shall be witnessed by the grievant. 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 filing of the formal, written grievance must be within ten (10) business days from the date of the occurrence of the event-giving rise to the grievance. The supervisor shall make a decision on the grievance and communicate in writing to the employee and the Superintendent with ten (10) business days after receipt of the grievance.

STEP THREE: In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within ten (10) business days of the immediate supervisor's written decision at Step Two, a copy of the grievance with the Superintendent. Within ten (10) business days after receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) business days of the third step grievance meeting and communicate it in writing to the grievant and the immediate supervisor.

STEP FOUR: If the grievance is not satisfactorily resolve 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. This request must be submitted within twenty (20) business days of receipt of the Step Three answer.

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) business days after the Union requests binding arbitration, the two parties will request the American Arbitration Association to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one name shall remain. The Union will strike the first name. The remaining name shall be the Arbitrator. Expenses of the arbitrator's services shall be borne equally by the School 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 limited to deciding only the issue or issues presented to him in writing by the School District and the Union and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE XI

Fair Share

Section 1: All custodial and maintenance employees who are not members of the Union, commencing on the effective of this agreement, or 30 days after their initial employment, whichever is later, and continuing during the term of this agreement, and so long as they remain non-members of the Union, shall pay to the Union each pay period their fair share of the costs of the services rendered by the Union that are chargeable to non-members under State and Federal law.

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

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

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

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

Section 2: The Union agrees that there shall be no stoppage of work due to jurisdictional disputes.

Section 3: The Superintendent or his/her designee shall notify the Union of the employment of new full or part-time custodial or maintenance employees who shall be governed by the provisions of the Working Agreement.

ARTICLE XII

General Provisions

SECTION 1. All employees shall be covered by the Compensation Insurance at all times when working under the direction of the School Board.

SECTION 2. There shall be no discrimination against any employee because of Union activities or affiliations.

SECTION 3. Nothing herein shall preclude the Board of Education from hiring part time employees who shall be deemed probationary.

SECTION 4. No meeting of employees shall be held during working hours unless authorized by the Superintendent of the School or his designated representative.

SECTION 5. All employees of less than twelve (12) months service shall be deemed probationary and may be relieved of their duties at the discretion of the Superintendent and the Board of Education.

SECTION 6. The School Superintendent or his designated representative shall do supervision and the issuing of orders to the members of the custodial staff. However, any reasonable requests made by any member of the school personnel for service shall be carried out as soon as it is compatible with the employee's regular duties.

SECTION 7. The Superintendent of the School or his designated representative shall have final authority in the distribution and detailed assignment of work. All assignments are to be made for the best interests of the school without discrimination.

SECTION 8. It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board of Education. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board of Education. The decision of the Board of Education in matters pertaining to the determination and administration of school policy, the operation and management of the schools, and the direction of employees shall be final. It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

SECTION 9. NO STRIKE: In compliance with Section 10 (c) of the Illinois Educational Labor Relations Act, the Union and its individual members agree not to strike nor to picket, slow down or engage in any concerted stoppage of work or any other similar intentional concerted

interruption of operations at Belle Valley Schools for the duration of this agreement. Should the Union or its individual members violate this provision and enter into an illegal strike, the Board of Education reserves the right to discharge employees engaged in the illegal strike.

ARTICLE XIII

Effect of Agreement

COMPLETE UNDERSTANDING

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

SAVINGS CLAUSE

Should a court of competent jurisdiction declare any article, section, or clause of this Agreement illegal, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

TERM OF AGREEMENT

This agreement shall be effective July 1, 2008, and shall continue in effect until June 30, 2011.

This agreement is signed this 19th day of February, in the year 2008.

IN WITNESS WHEREOF:

For the Services Employees
International Union Local #116

For the Board of Education
Belle Valley District #119

President

President

Secretary

Secretary