

CONTRACT

**STAUNTON COMMUNITY UNIT SCHOOL
DISTRICT NO.6**

And

**CUSTODIAL COUNCIL OF THE
STAUNTON FEDERATION OF TEACHERS
LOCAL #4818**

2014-2017

ARTICLE I

RECOGNITION: JURISDICTION AND SCOPE

Section 1. The Board of Education of Staunton Community Unit School District No. 6, Staunton, Illinois (hereinafter referred to as the "Board" or the "Employer") recognizes the Custodial Council of the Staunton Federation of Teachers Local #4818, IFT/AFT/CIO (hereinafter referred to as the "Union") as exclusive bargaining representative for all full-time and regularly employed part-time (4 hours or more per day) custodians. Excluded are all supervisors, managerial employees, confidential employees, temporary and short-term employees and all other employees.

Section 2. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event Congress or the General Assembly enacts a law in conflict with any article, section or clause of this Agreement, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

Section 3. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. During its duration, the terms and conditions of this Agreement may be modified only through written mutual consent of the parties.

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that negotiations will not be reopened 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 reopened on the effect of any legal permissible management action, during the life of this Agreement, unless a mandatory subject of bargaining requiring impact bargaining.

Section 4. During the term of this Agreement, the work and functions which have customarily been performed by members of the bargaining unit will not be subcontracted where employees will lose hours. The Board may investigate, solicit information and/or otherwise seek proposals from companies or firms providing bargaining unit services. Temporary, short-term employees may be hired, particularly in the summer.

ARTICLE II

MANAGEMENT RIGHTS

The Board retains and reserves onto itself all powers, rights, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

ARTICLE III

NO-STRIKE

The Union agrees that there shall be no strike or withholding of services during the term this Agreement is in full force and effect.

ARTICLE IV

UNION RIGHTS AND RESPONSIBILITIES

Section 1. Neither the Union nor any officer or employee of the Board, in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship, shall discriminate against any person on the basis of Union activities.

Section 2. The Board shall provide the Union with the name and address of any new employee within ten (10) working days of hiring such employee.

Section 3. Employees shall be free to join the Union without interference or penalty. They shall not be encouraged to join or be discouraged from joining the Union by supervisors or administrators or any representatives of the Board.

Section 4. The Employer shall deduct contributions to the IFT/COPE fund from the paychecks of any employee who authorizes in writing such a donation be made.

The employer shall transmit via First Class U.S. Mail such contributions to IFT/COPE at 700 South College, Springfield, IL 62704 within ten (10) working days of the issuance of the paycheck.

Employees who desire to cancel such contributions shall notify the Employer and the Union in writing. Under no circumstance shall the Union or the Employer deny the right of employees to revoke the authorization of payroll deduction of IFT/COPE contributions.

The Employer shall transmit with the contributions all information requested by the Union to assure compliance with the Federal Election Commission and any other federal and state mandated reports.

The Union shall defend, indemnify and hold harmless the Employer, its members, officers, agents and employees from and against any forms of liability that shall arise out of, or by reason of action taken by the Employer for the purposes of complying with the above provisions of this Article. The Union shall not be responsible for the attorney's fees or any attorney for the Employer other than the attorney employed and supervised or directed by the Union.

ARTICLE V

WORKING CONDITIONS

Section 1. All positions or jobs covered by this Agreement shall have designated days of work, hours of work and length of work year as specified by this Agreement. Any positions or jobs created during the term of this Agreement shall be posted for a minimum of five (5) days prior. The President of the Council shall be given a copy prior to posting.

Section 2. The normal work days for all positions shall be weekdays (i.e., Monday through Friday). Shift changes shall require a two (2) week notification except in case of emergency.

ARTICLE VI

WORKING CONDITIONS AND BENEFITS

CONDITIONS:	<u>12-MONTH CUSTODIANS:</u>
A. Normal Work Day (Article V)	7/8 hours
B. Normal Work Week (Article V)	35/40 hours (Normally Monday through Friday)
C. Work Year (Article V)	Average 261 days/2088 hours
D. Personal Days (Article XV)	2 days
E. Sick Days (Article XV)	12 Days
F. Breaks (15 minutes)	2 per normal work day
G. Health Insurance (Article XIX)	See provisions of Article XIX
H. Paid Vacation (Article VII)	5-15 days
I. Paid Holidays (Article VIII)	Yes

J. Probationary Period 6 months
(Article XI)

ARTICLE VII

VACATIONS

Section 1. An employee shall not earn or accrue vacation days during his or her initial six (6) months of employment with the Board. Vacations days shall be granted based upon the employee's following service to the District:

More than six (6) months	5 days awarded
More than one (1) year	10 days awarded
More than ten (10) years	15 days awarded

Employees may not carry over vacation from year to year. Vacation received in one fiscal year must be used during the same fiscal year or shall be forfeited.

Section 2. If an employee retires, resigns, is laid-off, is dismissed or becomes unable to work, the employee shall receive immediately that portion of unused vacation within thirty (30) days of the effective date of the severance.

Section 3. Holidays shall not be charged as vacation days when they occur during a vacation.

Section 4. Vacation days must be scheduled during the summer break and/or during non-student attendance days of the Winter and Spring breaks. An employee must submit a written request for vacation at least twenty-one (21) days in advance of the requested vacation dates.

Section 5. An employee who has been employed by the Board more than ten (10) years and receives fifteen (15) days of vacation as outlined in Section 1 above, may schedule up to five (5) of the fifteen (15) days of vacation during the school year. An employee who has been employed by the Board more than one (1) year and less than ten (10) years receives ten (10) days of vacation as outlined in Section 1 above, may schedule up to two (2) of the ten (10) days of vacation during the school year. An eligible employee must submit a written request for vacation to the District's Director of Maintenance at least 21 days in advance of the requested vacation dates. The Director of Maintenance shall have the discretion to either deny or grant the vacation request. Whenever the Employer has reason to limit the number of employees to be scheduled for vacation on a given date, the employee with greater seniority shall be granted the use of vacation time. In any instance where an employee who is scheduled to work an evening shift (after-school hours) requests to take vacation during the school year, the Union agrees that an employee scheduled for the day-shift (during school hours) will be reassigned to cover the vacationing employee's evening shift.

ARTICLE VIII

HOLIDAYS

Section 1. The following holidays shall be observed by the Board as paid holidays for all employees covered by this Agreement.

July 4th
Labor Day
Columbus Day*
Veterans Day*
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve*
Christmas Day
Day after Christmas**
New Year's Day
Martin L. King's Birthday*
Lincoln's Birthday or Presidents Day* (whichever District takes)
Friday before Easter*
Pulaski Day*
Memorial Day
*If School is not in session.
**If falls within work week.

plus any Board granted holiday or other mandatory holiday designated by federal or state government.

NOTE: If Christmas Day and/or July 4 falls on a weekend (Saturday or Sunday), the District will substitute another day appropriate to the needs of the District. If the Day after Christmas falls within the work week (Monday thru Friday), the day will be observed by the Board as a paid holiday. If the Day after Christmas falls on a weekend (Saturday or Sunday), the day will not be observed by the Board as a paid holiday and another day will not be substituted for the day.

ARTICLE IX

OVERTIME

Section 1. Overtime shall be time worked in excess of forty (40) hours per week.

Section 2. Overtime shall be paid at one and a half (1½) times the employee's regular hourly rate of pay unless otherwise specified by this Agreement.

Section 3. Work performed outside of the normal work schedule but does not qualify for overtime pay shall be paid at the employee's regular rate of pay.

Section 4. Overtime after a regular work shift shall be no less than one-half hour. Overtime performed at a time not immediately following a regular work shift shall be no less than two (2) hours in paid length (except building checks.)

Section 5. Any employee on overtime shall be entitled to a paid fifteen (15) minute break within four (4) hours of overtime worked. If the overtime exceeds four (4) hours, the employee shall be entitled to a paid, duty-free lunch period of thirty (30) minutes in length.

Section 6. Selection for overtime shall be on a rotational basis by seniority among employees qualified to do the work required. If nobody volunteers for overtime, then assignments will be in reverse seniority order. If an employee is working on a specific job and overtime is needed to complete the job, then the employee may be allowed to complete the job without following the regular rotational basis for assigning overtime.

Section 7. If an employee is called in to work overtime on a paid holiday, the employee shall be paid one and one-half (1½) times their normal rate of pay for eight (8) hours and will accumulate the holiday to be taken off at a later mutually agreed upon date with the Director of Maintenance.

Section 8. An employee who is asked to stay late or asked to come in early shall receive the same amount of time in return. Additionally, he/she will receive 30 minutes for every 15 minutes worked. Accumulated time must be used within five (5) working days unless mutually agreed to by the Superintendent and employee. Employees are not allowed to exchange this time for compensation.

ARTICLE X

FILLING OF VACANCIES

Section 1. All vacant and newly created positions within the bargaining unit shall be posted for a minimum of five (5) days prior to the filling of the position.

Section 2. The President of the Council shall be furnished a copy of the posting when it is posted.

Section 3. Anyone may apply for open positions. All applications will be submitted to the Superintendent for recommendation to the Board of Education. The Superintendent shall recommend appointment of the applicant considered best qualified for the position.

ARTICLE XI

DISCIPLINE – NON-PROBATIONARY EMPLOYEE

Section 1. Any disciplinary action involving a non-probationary employee covered by this Agreement shall require:

- a. Charges reduced to writing and presented to the employee prior to any other formal action by the Employer;
- b. Right to Union representation;
- c. Due process rights;
- d. Access to the employee's personnel file with the right to dated copies of all materials therein;
- e. No employee shall be confronted or disciplined before other employees, students or public in order to avoid public embarrassment to the employee and the Employer;
- f. Disciplinary action shall be progressive and corrective unless the severity of the infraction warrants otherwise or students are involved;
- g. Formal written disciplinary action shall be subject to just cause standards.

Section 2. The first six (6) calendar months of employment of any employee hired into a position shall be a period of probation. At any time during the period of probation, the employee may be discharged without any showing of cause. A probationary employee's discharge is not subject to the Grievance Procedure outlined herein.

ARTICLE XII

PERSONNEL FILE

Section 1. Any material to be placed in the official Board file shall be inserted in timely fashion, but not to exceed twenty (20) calendar days from the date of the event giving rise to the material to be inserted.

Section 2. Every employee shall have immediate access to all material in his/her official file. The Employer shall have the right to have a representative present during an employee's review of his/her official file. The employee shall not have the right to remove or insert material into his/her official file without the permission of the Employer.

Section 3. Neither an employee's official Board file nor any of its contents shall be copied or otherwise made known to other persons without written notice to the employee either during or after his/her service in the school district, provided, however, that such a file be available to the Board, the Superintendent, and any administrator supervising the employee and those legally empowered.

Section 4. Every employee shall immediately be given a copy of any material added to his/her official Board file. Every employee shall have the right to be furnished within twenty-four (24) hours a reasonable number of copies of any or all file material.

Section 5. Every employee shall have the right to attach dissenting or explanatory material to any document or other piece of material in the file, or add other material mutually agreed upon by the employee and the superintendent.

Section 6. Any disciplinary (oral or written) notices in the employees file shall be removed or considered moot if no further disciplinary action is taken within five (5) calendar years of the date of notice. Any suspensions shall remain in the employees personnel file permanently.

Section 7. During the 2014-15 school term, three (3) administrators and two (2) members of the bargaining unit will meet to revise the current job description and develop an evaluation instrument which will be utilized annually.

ARTICLE XIII

SUMMER SCHEDULES

Section 1. Custodians will be assigned shifts and shift schedules wherever, in the judgment of the Superintendent, work is required. Assignments will be based upon skill and ability of the employee and the needs of the district. Alteration of schedules or assignments because of heat shall only occur if approved by the Superintendent or his designee.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. Definition: A grievance shall mean a complaint by an employee or group of employees that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement. The grievance procedure shall not be used to address matters involving external law or subjects unrelated to the terms of this Agreement. If the Union or any employee files any claim or complaint in any form or forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure.

B. General Provisions

1. No employee at any stage of the Grievance Procedure will be required to meet with any administrator or supervisor without a Union representative.

2. In all steps of the Grievance Procedure, when it becomes necessary for individuals to be involved during work hours, they shall be excused with pay for that purpose.

3. If a grievance arises from the action of an authority higher than the principals of the school, the Union may present such a grievance at the appropriate steps of the grievance procedure or to the person who has the authority to resolve the grievance.

4. An employee who participates in the Grievance Procedure shall not be subject to disciplinary action or reprisal because of such participation.

5. A grievance must be filed within ten (10) days from the date of the occurrence of the event which created the grievance. If such grievance is not filed within ten (10) days following the act or condition which is the basis for the grievance, it shall no longer exist.

6. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted, had the decision been given.

7. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of all meetings, hearings, and resolution at any level.

8. A grievance may be initiated and/or conducted by:

- a. An employee on his/her own behalf;
- b. An employee accompanied by a Union representative;
- c. A Union representative at the employee's request;
- d. The Union as sole and exclusive bargaining agent.

9. Conferences held under this procedure shall be conducted at a time and a place which would afford a fair and reasonable opportunity for all person entitled to be present to attend during non-working hours.

10. All references to days shall mean school days, except when school is not in session, then days shall mean days when the district's business offices are open.

11. All time limits may be extended by mutual agreement between the parties.

12. Neither the written grievance nor any subsequent correspondence shall be inserted in the employee's official Board file unless requested by the employee.

13. A grievance may be withdrawn or granted at any level without establishing precedent.

14. Grievances not appealed by the employee within the designated time limits set out herein, shall preclude further appeal, provided there has been no written mutual agreement of extension.

C. Procedure for Adjustment of Grievances:

INFORMAL CONFERENCE: A complaint shall first be discussed by an employee with his or her building Principal or supervisor with the objective of resolving the matter informally. In the event the matter is resolved informally and a Union representative was not present at the adjustment of the complaint, the Principal or supervisor shall inform the Union President of the adjustment.

STEP ONE: In the event the matter is not resolved informally, the grievant or the Union shall present a written grievance form of the alleged violation to the Principal or other appropriate supervisor. The Principal shall, within ten (10) school days of the receipt of the grievance, confer with the grievant and/or his/her Union representative to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the Principal shall give his/her written decision. A copy of the decision shall be given to the Union. If such grievance is not filed within ten (10) days following the act or condition which is the basis for the grievance, it shall no longer exist.

STEP TWO: In the event the grievance has not been resolved in the first step, the Union or grievant may file an appeal to the Superintendent or his/her designee. This appeal shall be made within ten (10) school days after the receipt of the Principal's decision. Failure to file such appeal within ten (10) school days from receipt of the written decision of the Principal or supervisor's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be deemed withdrawn. Within ten (10) school days of the appeal, the Superintendent or his/her designee shall confer with the Union and the grievant in an effort to resolve the grievance. The Superintendent, within ten (10) school days following the conference, shall file his/her written decision with the grievant and the Union.

STEP THREE: In the event the grievance has not been resolved in the second step, the Union or grievant may submit a written appeal to the Board of Education. Such appeal shall be made within twenty (20) school days after the receipt of the Superintendent's decision. The notice of appeal shall be sent to the Superintendent and a copy filed with the Clerk of the Board. Failure to file such appeal within thirty (30) school days from receipt of the written decision of the Superintendent's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be deemed withdrawn. Not later than thirty (30) school days after receiving the appeal, the

Board shall communicate its decision in writing and state its reasons, if requested, to the Union and the grievant.

STEP FOUR: Within thirty (30) school days after receiving the decision of the Board, the Union may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). If a demand for arbitration is not filed within thirty (30) days of the date from the Board's Step #3, then the grievance shall be deemed withdrawn. The arbitrator shall follow the standard rules of the AAA and his/her decision shall be binding on all parties. Neither the Board nor the Federation shall be permitted to assert any grounds for evidence before the arbitrator which were not previously disclosed to the other party, unless it constitutes evidence on rebuttal. The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from or change the provisions of this Agreement. Expenses for the arbitration services shall be born equally by the Board and the Union. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full costs for the transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.

By mutual agreement, the parties may elect to enter into grievance mediation prior to submitting the grievance to final and binding arbitration. The parties shall mutually agree upon the procedures for mediation.

ARTICLE XV

LEAVES OF ABSENCE

Section 1. **SICK LEAVE.** Each employee shall be entitled to twelve (12) days of sick leave each year without loss of pay. Sick leave not used in the year of service for which it was granted shall accumulate to 180 days. Employees shall be notified in writing at the beginning of each school year, and periodically thereafter upon request, the current number of sick days they have accumulated. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The School Board may require a physician's certificate or, if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence for personal illness, or as it may deem necessary in other cases.

Section 2. **PERSONAL LEAVE.** Each employee shall be entitled to two (2) days per year for personal business or emergency without loss of pay or deduction of sick leave. A twenty-four (24) hour written notice stating the reason for the personal leave shall be given to the Superintendent or his designee except under extenuating circumstances. The first and last day of the school term and the days preceding and following vacations and school holidays shall not be recognized as "personal leave" days.

Personal leave may be taken in half day increments with the issuance of proper twenty-four (24) hour notice. Unused personal business or emergency leave shall be allowed to accumulate as sick leave. Other provisions of the Board Policy Manual are effective for personal leave.

Section 3. **JURY LEAVE.** No employee shall suffer loss of pay or benefits due to lost time at work caused by serving on a jury. If an employee is required to perform jury duty, the Board will pay the employee their per diem. In return, the employee will sign over their jury check to the district. An employee summoned for jury duty must deliver to the Superintendent a copy of the summons within 10 days of the date of issuance of the summons to the employee.

ARTICLE XVI

SENIORITY/REDUCTIONS IN FORCE

Section 1. Seniority shall be defined as the order of approval at the date of the Board meeting for which the employee is hired and will be based on length of continuous service to the Employer within the employee's category in the bargaining unit.

Employees working eight (8) hours but less than twelve (12) months shall have seniority prorated.

Section 2. Continuous Service is broken only by one of the following:

- a. Voluntary quitting or resignation;
- b. Discharge for proper cause;
- c. Failure of the employee to return to work at the expiration date of an approved leave of absence or recall to work after a lay-off when a notice of ten (10) or more work days has been delivered to the employee by certified or registered mail at the last address filed by the employee with the Board office.

Section 3. Continuous service shall not be broken and shall continue to accumulate during an approved leave of absence if less than a year, lay-off or disability.

Section 4. A seniority list shall be prepared annually by the Employer and delivered to the Union President no later than February 1 of the school year.

Section 5. Lay-offs or decreases in the number of full-time employees covered by this Agreement shall be made in reverse order of Seniority with the least senior employee being laid off first.

ARTICLE XVII

SOCIAL SECURITY AND I.M.R.F.

During the term of this agreement, the Board shall cause the employees in the bargaining unit to be covered by the Social Security System and the I.M.R.F. as required by federal and state statute. The employee's contribution of 4.5% to the I.M.R.F. shall be paid or sheltered by the Board on behalf of the employee as a tax-sheltered payment (i.e., not subject to federal or state income taxes until collected by the employee).

ARTICLE XVIII

PAY SCHEDULE (See Appendix A)

Individuals hired as custodians as members of the Custodial Council of the Staunton Federation of Teachers Local #4818 after June 30, 2007:

Probationary Employee (six months) \$11.00 per hour

Non-Probationary Bargaining Unit employees of Custodial Council of the Staunton Federation of Teachers Local #4818 hired as custodians prior to July 1, 2007:

CREDITABLE EARNINGS LIMITATION

In no event will an employee who is less than four (4) years from retirement eligibility receive an increase in reported earnings in excess of six percent (6%) of the prior year's reported earnings, or 1.5 times the annual increase in the Consumer Price Index-U as established by the United States Department of Labor for the preceding September, whichever is greater, unless any of the enacted statutory exceptions under Public Act 97-0609 (Senate Bill 1831) exempt such reported earnings from the payment of additional Employer contributions to the Illinois Municipal Retirement Fund.

The Creditable Earnings Limitation set-forth herein shall become effective upon the expiration of the 2011-2014 collective bargaining agreement.

ARTICLE XIX

INSURANCE

For the 2014-2017 Collective Bargaining Agreement, the Staunton School District #6 shall pay a single premium for Hospital and Medical-Surgical insurance for all full-time employees equal to the premium paid for bargaining unit teachers employed by the School District. If during the terms of this contract, either party considers changing providers, coverage, benefits or deductibles, the parties agree that any such changes shall be negotiated mid-term. Notwithstanding the provisions above, Article XIX – Insurance

APPENDIX A

Salary Schedule

Year 1	\$12.50
Year 2	\$13.00
Year 3	\$13.50
Year 4	\$14.00
Year 5	\$14.50

Beginning in Year 6, employees will receive 75% of the preceding December CPI-U which is made available in January. Pay increases will be effective July 1st. Employees will not receive less than 1% and will not receive more than 2.5%.

The three (3) employees who are off the salary schedule will receive salary increases of 75% of the preceding December CPI=U which is made available in January in Years 1 & 3. Pay increases will be effective July 1st. Employees will not receive less than 1% and will not receive more than 2.5%.

shall be subject to re-negotiation in the second year of the 2014-2017 agreement, which includes the amount of the Board's contribution toward the employees' health insurance premium.

ARTICLE XIX

TERMINATION

This Agreement shall be in effect from July 1, 2014 until June 30, 2017. This Agreement shall remain in full force and effect until replaced by a successor Agreement.

Bruce A Malone
For the Union

Ch Tjoo
For the Board of Education

Timothy Gustman
For the Union

Hilda Black
For the Board of Education

1/29/15
Date

January 30, 2015
Date