

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CARTHAGE ELEMENTARY SCHOOL DISTRICT #317

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73**

Effective July 1, 2021 through June 30, 2024

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ARTICLE 1 – RECOGNITION

Section 1.

The Carthage Elementary School District No. 317 (District) hereby recognizes the Service Employees International Union No. 73, AFL-CIO, CLC (Union) as the sole and exclusive bargaining agent for all full-time and regularly employed part-time noncertified personnel, including Secretaries, Accounts Payable Clerk, Teacher Assistants (Instructional Aides), Summer Maintenance Workers, Janitors (custodians), Lunch Clerks, Assistant Cooks, Head Cook, Bus Aides, Bus Mechanics, Bus Drivers, and excluding all managerial, supervisory, confidential and other employees excluded by the Illinois Educational Labor Relations Act including the Secretary to the Superintendent, Bookkeeper, Transportation Director and Maintenance Director

Section 2. The District will not negotiate regarding matters covered by this Agreement with any other representative in behalf of the members of the unit.

Section 3. The Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the union.

Section 4. Unless otherwise stated herein, regularly employed employees who work thirty (30) hours or more per week shall be considered full-time. Regularly employed employees who work less than thirty (30) hours per week shall be considered part-time.

ARTICLE 2 – MANAGEMENT RIGHTS AND DIRECTION OF EMPLOYEES

The management and direction of these workers, including the right to plan, direct, and assign the work of the employees, hire, suspend or discharge for proper cause and to introduce new or improved methods of operation, is vested exclusively in the members of the said Board of Education of Carthage Elementary District, acting through the Superintendent of Schools or his/her designee.

All functions, rights, powers, and authority are retained by the administration of the school district and the Board of Education except those which are specifically limited by the express language of this agreement.

ARTICLE 3 – UNION RIGHTS

Section 1. Maintenance of Checkoff

The District agrees to deduct membership dues, initiation fee and fees for Union programs from an employee's paycheck upon written request of the employee. Employees may express such authorizations by any means of indicating agreement allowable under state and federal law. Such deductions shall be authorized on forms signed by the employee and provided by the Union and shall remain in effect until such time as the Union informs the District to halt the withholding of fees. The District shall remit monies deducted to the Union. The Union shall indemnify and hold the District harmless against any and all

claims, suits or other forms of liability which may arise out of any action taken by the District in its efforts to comply with this section

Section 2. Stewards

The District recognizes the right of the Union to designate its own officers, including stewards. The Union shall keep the District informed, in writing, as to the identity of stewards and other officers as the Union may, from time to time, deem appropriate. The designation of the individual employee as a steward or officer shall not operate to exempt such individual from working duties for the purpose of attending Union duties. The District may, when it deems appropriate, from time to time, excuse a steward from regular duties without loss of pay to engage in conferences with the administration or to perform other duties under this Agreement. However, no such excuse from duty shall be deemed to constitute a precedent nor to oblige any future excuse from duty under like circumstances or otherwise.

Section 3. Employee Lists

Once a month, the District will provide the Union with a complete updated list of all bargaining unit employees including: first name, last name, shift, title, home address, any telephone numbers, personal and work email, seniority date and rate of pay.

Section 4. Access

Authorized business agents or officials of the Union who are not employees may meet with an individual school employee in the school building during the duty free time of such employee upon notifying the school office. No such meeting with an individual employee shall oblige the district to keep a building open at a time when it would not otherwise be open.

Section 5. New Employee Orientation

The District will notify the Union of new bargaining unit employees when they are hired. Once a month, one (1) Union steward will be allowed up to thirty (30) minutes to meet with bargaining unit employees hired in the previous month for the purpose of introducing the Union and the Agreement. Such a meeting will be allowed at a time and place to be determined by management to best fit operating needs. The District will also notify the Union of any disciplinary actions regarding bargaining unit employees.

Section 6. Union Leave.

A total of five (5) unpaid leave days shall be available for union member employees for the purpose of attending Union functions. All such leaves will be scheduled in advance as determined by the Superintendent so that the leave will not interfere with District operations. No more than one employee may use this leave per day.

ARTICLE 4 – PERSONNEL FILES

Upon written request by an employee, the District will permit the employee to inspect his or her personnel file a reasonable number of times each year. A reasonable time will be no more than three times. Such inspections shall occur within five (5) working days of receipt of a request and shall occur in the presence of a representative of the District.

The employee shall not be permitted to remove the items but shall be permitted to make copies for a reasonable fee. The employee may delegate his/her opportunity to

inspect to a representative of the Union. If the employee disagrees with any information in the file, he or she may include a brief statement in rebuttal.

Material related to misconduct, which has not been repeated will be removed from personnel files after 2 year. If such conduct has resulted in a suspension or in a disciplinary action involving a loss of pay, such material will remain in the file. Nothing herein shall apply to regular employee evaluations.

Article V – LEAVES

Section 1. Personal Leave

Each full-time and part-time employee contracted to work for a full school term (9 months) but less than 12 months, and who is not eligible to receive vacation leave under this agreement, shall receive 1 personal leave day per year. Personal days may accumulate to a maximum of two; should an employee earn a third personal day, one must be transferred into a sick leave day for that employee.

Section 2. Sick Leave.

Sick Leave shall accrue at the rate of 10 days per year to a total of 245 days, only 240 of which may be used to apply toward retirement. Persons who work on a 12-month contract shall accumulate sick leave at the rate of 12 days per year. Sick leave shall be available to all persons who work at least 600 hours per year. All employees may use one day of sick leave as a personal day per year.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the employee's and/or employee's spouse's immediate family or household. Immediate family shall be defined as parents, spouse, siblings, children, grandparents, grandchildren and legal guardians. Employees may also use sick leave for the illness of sons or daughters-in-law, but employees must use any available vacation time first.

Section 3. Jury Duty.

Employees called to serve as jurors or subpoenaed to appear in a court of law in a matter wherein the employer is not a defendant shall be excused from duty without loss of pay or benefits, provided the employee reimburses the board for any jury pay received. The employee shall provide proof of summons and shall provide proof of pay received, or in the event the employee does not remit jury pay received, the board shall retain the option of docking pay for each day said employee is absent from duty for jury duty and/or serves as a witness.

Section 4. Discretionary Leave.

The district may from time to time grant unpaid leaves of absence to employees who make request for the same. Such leaves shall be granted in the sole discretion of the District upon such terms as the District may determine.

Section 5. Vacations.

Employees that work full time and twelve months position shall receive the following annual vacation, which will be available for use at the end of the current school year

5 days paid vacation after 1 full year of continuous service (July 1 – June 30)

10 days paid vacation after 2 full years of continuous service

15 days paid vacation after 5 full years of continuous service

20 days paid vacation after 18 full years of continuous service

(Continuous service is based on hire date, whether as a 9 month or 12 month employee, so a 12 months employee who worked in a 9 month position for 4 years and a 12 month employee for 2 years, they have continuous service of 6 years for purposes of vacation time earning.)

Any 12-month employee hired later than the beginning of the fiscal year (July 1) shall have their vacation days prorated to reflect the number of actual months they are expected to work in their first fiscal year. Vacation days shall be accrued in full day units.

Employees that work part time and/or nine month positions shall receive the following annual vacation, which will be available for use at the end of the current school year.

2 days paid vacation after 5 full years of continuous service(July 1 – June 30)

(Continuous service is based on hire date, whether as a 9 month or 12 month employee, so a 9 months employee who worked in a 12 month position for 4 years and a 12 month employee for 2 years, they have continuous service of 6 years for purposes of vacation time earning. The amount they earn is based on their current position.)

No more than 5 vacation days may be carried over to the next fiscal year, which begins July 1.

All vacation days shall be scheduled in advance and approved by the building principal and/or the superintendent.

Section 6. Bereavement.

In the case of the death of an employee's and/or an employee's spouse's immediate family member, such employee will be permitted to take up to three (3) bereavement days, per incident, without loss of pay. "Immediate family" shall mean: spouse, parents, brothers, sisters, children, grandparents, grandchildren, and legal guardians, sons or daughters-in-law or any relative living in employee's home or being supported by an employee. The three days taken as bereavement leave shall not be deducted from the employee's accumulated sick leave.

ARTICLE 6 – INSURANCE

The District shall pay \$720 per month for the 2021-2022 school year for each eligible employee toward the cost of an individual sickness and accident health insurance plan as accepted for enrollment in the District insurance plan who works at least 30 hours per week. If another bargaining unit receives a greater amount during the period of this contract, the employees covered by this agreement will receive the same.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 1. Notice and Just Cause

No employee shall be subject to discipline or dismissal without first being given written notice of the just cause stated by the district for such discipline and an opportunity to discuss the same with an administrator of the district. At any meeting before an administrator convened pursuant to written notice for the purpose of discussing the reasons for a contemplated dismissal or suspension without pay, the employee may have the opportunity to have a union representative present.

Section 2. Progressive Discipline

The District follows the concept of progressive discipline. While it is desirable to follow the normal sequence of progressive discipline, an infraction may be of such a serious nature as to warrant more severe actions immediately, which would permit selected steps in the process to be bypassed. Steps of progressive discipline: (1) Verbal Warning (put in writing), (2) Written Warning, (3) Suspension Without Pay for between 1 and 10 days, multiple increasing suspensions may be utilized, (4) Termination.

Section 3. Due Process

Employees may request the presence of a Union Steward during any meeting that may result in discipline of the employee. If an employee requests representation for such meeting, the meeting will not be held without a Union Steward in attendance. The employee shall be allowed to decide which Steward shall represent the employee, except the meeting shall not be unreasonably delayed because of the unavailability of the chosen Steward. If a Steward is not available within forty-eight (48) hours by reasonable efforts by the parties to obtain one for the meeting, a Union Representative shall be invited to participate in the meeting, by phone, if necessary.

ARTICLE 8 – GRIEVANCE PROCEDURE

Section 1. Definitions

A. A grievance is defined to mean a complaint by any member in the bargaining unit wherein there has been an alleged violation, misinterpretation or inequitable application of this agreement. The primary purpose of these procedures is to secure, at the lowest possible level, a solution to the problem.

B. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the agreement.

Section 2. Procedure.

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal

communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

For the purposes of this article all employees covered by this Agreement shall report to the Principal of the building in which they are housed.

A. The Union shall present the grievance in writing within ten (10) days of the date the employee knew or should have reasonably known of the occurrence of the event giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought to the supervisor immediately involved. The immediate supervisor shall arrange a meeting to take place within ten (10) days after the receipt of the grievance. The supervisor shall provide a written answer to the grievance within ten (10) days after the meeting.

B. If the grievance is not resolved at Step A, the Union may refer the grievance to the Superintendent or official designee within ten (10) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal.

Within ten (10) days of the meeting, the Union shall be provided with the Superintendent's written response.

C. If the Union is not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to final and binding arbitration.

ARBITRATION

If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer, then the grievance shall be deemed withdrawn.

1. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the school district and the Union, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement

2. If either party requests a transcript of the proceedings that party shall bear full costs for the transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.

3. The Union and the Superintendent shall undertake and mutually agree upon an arbitrator to hear the grievance. In the event the Union and the Superintendent are unable to agree upon an arbitrator within 7 days, the American Arbitration Association shall be requested to provide a list of arbitrators.

4. Each party shall share equally the cost of the arbitrator and the AAA

Section 3 Additional Terms.

A. Failure of the Union to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. Time limits shall be extended by mutual consent.

B. Any investigation, handling or processing of any grievance by the Union shall be conducted so that the related work activities of the grievant or the staff are not interrupted unless approved in advance by the Superintendent.

C. Grievances regarding terminations begin at the Superintendent's level.

D. Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the Union and the Superintendent.

E. If the Superintendent and Union mutually agree, a grievance may be submitted directly to arbitration.

F. Class grievance involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Union at Step B.

G. No employee shall be required to discuss any grievance if the Union representative is not present, if one is requested.

H. No Reprisals. No reprisals shall be taken by the Board or the administration against an employee because of his participation in a grievance.

I. Where the Superintendent determines that such meetings shall be held during work hours, the grievant and steward shall be released from his/her regular assignment without loss of pay or benefits to attend the meetings.

ARTICLE 9 - BULLETIN BOARDS

The Union will be provided a bulletin board in the staff lounge/work room located in each building. Such bulletin board shall be used by the union to post all notices to its members.

ARTICLE 10 - JOB DESCRIPTIONS

The employer shall maintain general job descriptions for all positions covered by this agreement.

ARTICLE 11 – EMPLOYMENT

Section 1. Seniority.

The District shall maintain a schedule of full-time employees by classification, setting forth the length of continuous full time service and the length of service in any classification currently or previously served-

In the event a support staff employee is let go by receiving notice of reduction in force at the end of a school year and is rehired at the beginning of the following school year, this employee's seniority shall continue uninterrupted, with no regard to the RIF notice.

In the event of a reduction in force, the employee whose position is being reduced shall be entitled to bump the employee in the same classification who has the least amount of seniority provided that the position entails at least 75 percent of the hours currently worked by the employee whose position is being reduced. Should the hours be less than 75 percent, the employee whose position is being eliminated may bump the next highest employee in that classification whose hours meet the 75 percent requirement.

If there is no comparable position available in the present classification of the employee whose position is being eliminated and that employee has previous service in another classification, the same procedure as outlined above may be followed to obtain a position for this employee in the new classification.

Seniority in a classification shall begin upon the date of first service in the classification except in cases in which an employee is requested by the administration, and

agrees, to accept an assignment to a new classification in which case the length of continuous service in the employee's new assignment shall be computed to include the length of service in all of the employee's former assignments.

The term "classification" shall be defined as all employees whose salary is determined by a particular designated title from the contract salary schedule, i.e. head cook, assistant cook, kitchen helper, etc. For bumping purposes during a reduction in force, only length of service in a classification will be considered. Length of service in the district shall be used to break ties in a classification.

Section 2. Layoff.

Reductions in force due to economic necessity shall be made based upon the length of continuous full time service in a category as shown by the schedule maintained by the District.

Section 3. Posting.

When the board determines that a vacancy is created or a new position is created, the job shall be posted on the bulletin board in the custodian's room in each building for five (5) days. Such posting shall list the title, location, hours and job description for any position and will state a deadline by which an application must be requested, completed and turned in to the District Office.

Section 4. Temporary Assignment Out of Class

If an employee is given a temporary assignment to a position in a higher pay classification, the pay rate of that position will be paid to the employee for the time working in that out of class assignment.

If an employee is given a temporary assignment to a position at the same or lower rate of pay, it will not result in any loss to the employee.

Section 5. Probation

New regular full or part-time employees will be regarded as probationary employees for the first sixty (60) calendar days of active employment. Probationary employees may be laid off or discharged as exclusively determined by management, but all other Articles of the collective bargaining agreement apply to probationary employees.

Section 6. Discrimination

The parties agree there will be no discrimination against employees because of Union membership or protected activities, color, race, national origin or ancestry, sex, sexual orientation, marital status, age, religious beliefs, political beliefs and for any other reason forbidden by State or Federal law.

Section 7. Termination of Employment

The employment relationship shall be terminated if an employee:

- a) has been discharged for just cause;
- b) has been laid off for lack of work;
- c) has been absent due to illness or injury, and has not returned to work for a period of ninety days;
- d) quits voluntarily (employees are required to give two weeks notice);

- e) fails to report to work at the termination of a leave of absence or disciplinary suspension; or assumes employment with another employer or on their own while on a leave of absence without notifying the College and obtaining approval;
- f) fails to report for work after layoff, and after receiving proper notice, or does not make satisfactory alternative arrangements for returning to work if unable to report as directed. Proper notice consists of notice by telephone (employee is entitled to a one-week notice for any layoff of two or more weeks, otherwise two days) or by a registered letter to the last address given to the College by the employee (must be mailed at least one week prior to the reporting date).
- g) declines recall to any available job;
- h) fails to report for work on two (2) or more successive workdays without reporting to the District within that time with a sufficient explanation of the absence; or,
- i) retires.

ARTICLE 12 - CONDITIONS OF WORK

Section 1 Schedule.

Individual work hours shall be set at least one week in advance. However, nothing shall restrict the ability of the administration to vary work hours and schedules when warranted through change of conditions, emergencies or other reasons.

Section 2 Breaks.

Each employee working eight (8) hours per day shall receive a fifteen (15) minute break period in the first one half of the shift and a fifteen (15) minute break period in the second one half of the shift to be scheduled with the approval of the immediate supervisor. Each employee working at least five (5) and less than eight (8) hours per day shall receive a fifteen (15) minute break period to be scheduled with the approval of the immediate supervisor.

Section 3 Meal Break.

Each employee required to work seven (7) hours or more, one half (1/2) hour of non-paid time shall be provided in the first five (5) hours as a meal break. The Superintendent reserves the right to establish lunch break times.

Section 4 Overtime Compensation.

Overtime shall be compensated at the rate of one and one half (1 1/2) the regular rate of pay for each hour worked over 40 hours in a workweek. However, the employee and the employer may mutually agree to permit compensatory time off at the same rate in lieu of overtime pay.

Section.5 Flexible Schedules.

At the sole discretion of the District, an employee may be granted permission to vary starting and quitting time of an individual shift.

Section 6 Pass to Sporting Events.

Each person covered by this agreement shall receive a complimentary family pass to all sporting events with Carthage Elementary School District.

Section 7 Bus Driver Physicals.

Bus drivers shall be reimbursed for state required physical examinations up to the amount of \$105 for the term of this contract.

Section 8 Mileage.

Members of the unit directed in advance to use their own vehicles for school business during the course of the school day shall be reimbursed at the then current IRS allowable mileage rate.

Section 9. Compensation.

For SY 2021-2022

As of 7/1/2021 all employees shall receive a \$1.00 per hour increase.

For SY 2022-2023

No increases in wages, unless required by the Minimum Wage Act.

For SY 2023-2024

As of 7/1/2023 all employees shall receive a \$.20 (twenty cent) per hour increase.

All new hire rates will be the 2020-21 Exhibit C document plus the \$1.00 of 7/1/2021, and then add the twenty cents of 7/1/2023.

All employees whose wage must be raised to meet the minimum wage as of January 1, set by the State of Illinois will receive the increase to achieve that minimum rate on the date required by law.

Paydays will be on the 15th and 30th of each month. When these dates fall on a weekend or a holiday, the payday will be the last working day for the district prior to the weekend or holiday.

Any custodian who works a shift during which at least one-half of that shift is between the hours of 5:00 PM and 5:00 AM shall receive a shift differential increase of \$.25 per hour.

Summer custodians, summer maintenance, and summer mowers shall stay at the rate of pay at which they are hired for the duration of the summer.

Nine or Ten month employees who are hired for summer custodial help will receive the pay scale listed as summer custodial in the salary schedule in Exhibit C.

Section 10 Absence During Work Hours

Employees shall receive permission from the building principal before leaving the building during normal paid working hours.

Section 11 Secretarial Stipend

Secretaries whose responsibilities include arranging for substitutes for district employees shall be paid an annual stipend as follows:

	2021-24
Level I Secretary	\$410

ARTICLE 13 – HOLIDAYS

Section 1. Persons who work full time on a twelve-month contract shall receive the following days as holidays with pay:

January 1 (New Years Day)
3rd Monday in January (Martin Luther King's Birthday, so long as it is a legally recognized school holiday)
President's Day
Good Friday
The Monday after Easter if it is not a scheduled day of pupil attendance.
Memorial Day (Federal)
Juneteenth (Federal)
July 4th (Independence Day)
1st Monday in September (Labor Day)
2nd Monday in October (Columbus Day, so long as it is a legally recognized school holiday)
Thanksgiving Day
Day after Thanksgiving (if it is not a day of school attendance for students)
November 11 (Veterans Day, so long as it is a legally recognized school holiday)
Christmas Day
Christmas Eve
New Years Eve
Pulaski Day (so long as it is a legally recognized school holiday and is not a day of school attendance)

Employees who are required to work on such holidays shall be paid at two times the regular rate of pay.

Section 2. Persons who do not work on a twelve month basis, but who have been employed for five full school years, shall receive the following day as holidays with pay starting their sixth school year:

Christmas Day

Employees who are required to work on such holidays shall be paid at two times the regular rate of pay.

ARTICLE 14 – NO STRIKE – NO LOCKOUT

Section 1. No Strike

Neither the Union, its officers, nor any of its members shall engage in, encourage or otherwise participate in any work stoppage, or strike the District during the term of this Agreement.

Section 2. No Lock Out

The Board agrees that during the term of this Agreement the Board will not lock out workers.

ARTICLE 15 - TECHNICAL CLAUSE

Section 1. Complete Understanding.

This agreement constitutes the full and complete understanding between the parties. All rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall take no action which shall violate any of the specific provisions of this Agreement.

Section 2. Waiver of Additional Bargaining.

The parties acknowledge that during the course of the negotiations which resulted in this Agreement each had the right to make demands, proposals, and counter proposals with respect to any matter not specifically excluded by law and that this Agreement has been arrived at following the full exercise of this right. It is therefore understood that neither party shall be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with regard to any subject or matter not referred to or covered by this Agreement whether such matter may have been known or unknown or otherwise subject to the contemplation of the parties at the time of negotiations.

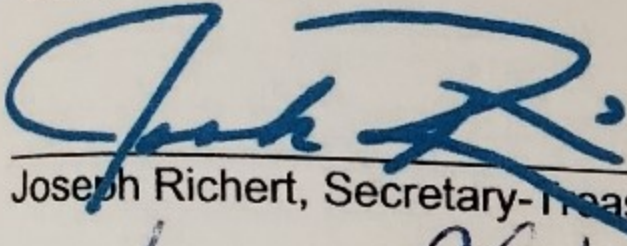
Section 3. Validity.

Should any article, section or clause of this Agreement be declared illegal by a court or competent jurisdiction, then that part shall be deleted to the extent that it violates the law and the remaining articles, sections and clauses shall remain in effect. The parties shall immediately re-negotiate the invalidated portion.

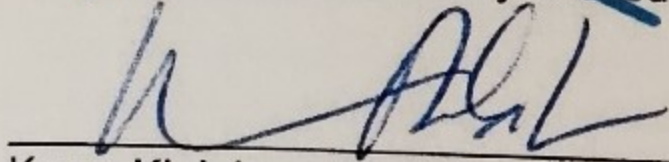
Section 4. Duration.

The term of this agreement shall be from July 1, 2021 until June 30, 2024.

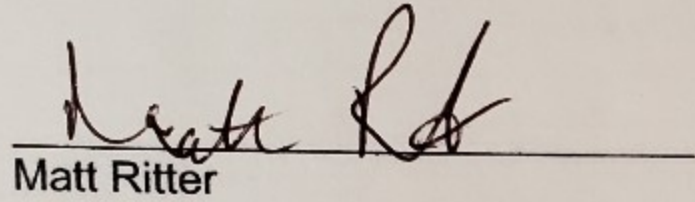
Service Employees' International
Union Local 73



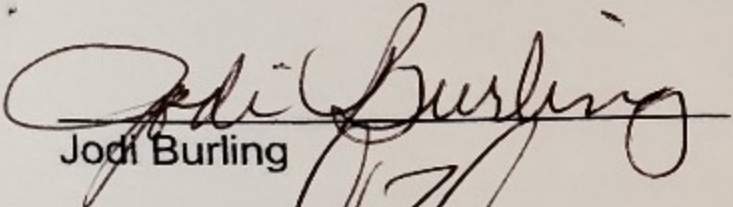
Joseph Richert, Secretary-Treasurer



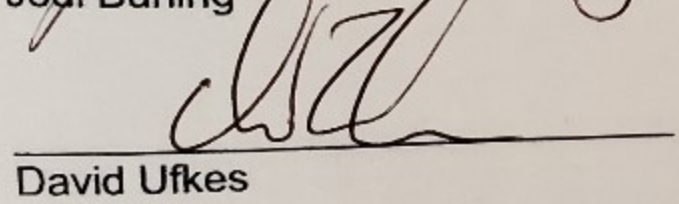
Karen Kleinhans DeSilva, Sr. Field Org.



Matt Ritter

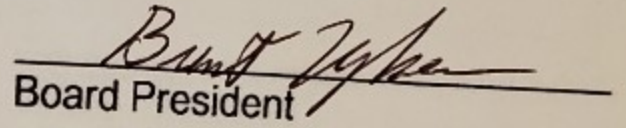


Jodi Burling

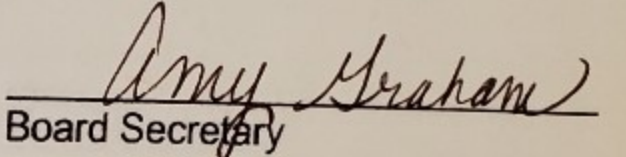


David Ufkes

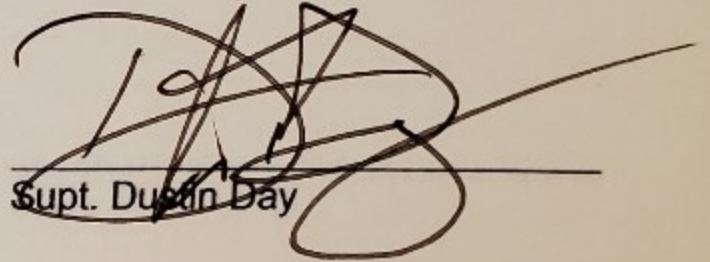
Board of Education of Carthage
Elementary School District #317



Board President



Board Secretary



Supt. Dustin Day