

CUSTODIAL AGREEMENT

between

**COAL CITY COMMUNITY UNIT
SCHOOL DISTRICT NO. 1**

and

SEIU LOCAL #73

2022-2027

Approved July 2022

TABLE OF CONTENTS

	<u>Page</u>
Preamble	3
Article I – Recognition	3
Article II – Anti-Discrimination	4
Article III – Union Visitation and Union Business	4
Article IV – Union Stewards	5
Article V – Employer Rights and Obligations	6
Article VI – Wages and Hours	6
Article VII – Paid Holidays	10
Article VIII – Paid Time	11
Article IX – Dock Days	13
Article X – Insurance	14
Article XI – Guaranteed Positions	15
Article XII – Disciplinary Proceedings	15
Article XIII – Grievance Procedure	15
Article XIV – Arbitration Procedure	16
Article XV – No Strike/ No Lockout	17
Article XVI – Seniority	17
Article XVII – Welfare Benefits	20
Article XVIII – Schools, Seminars, Reimbursement & Education Incentives	22
Article XIX – Jury Duty	23
Article XX – Leave of Absence	23
Article XXI – Retirement	25
Article XXII – Union Security	25
Article XXIII – Successor Clause	26
Article XXIV – Duration of Contract	26

PREAMBLE

THIS AGREEMENT, entered into as of **July 6, 2022** between the Board of Education of COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO.1 (hereinafter referred to as the "District", "Board" or the "School Board") and SEIU LOCAL #73 (hereinafter referred to as the "Union"). It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment.

There are no and there shall be no individual arrangements or agreements made covering any part of this Agreement, which are contrary to the terms herein provided. Either party hereto will be entitled to require specific performance of the provisions of this Agreement. The Union acknowledges that all custodial employees of the School District are Educational Support Personnel as defined by The School Code of the State of Illinois and as such, all custodial employees are subject to the terms and conditions contained in the District's Handbook for Educational Support Personnel, entitled, "PERSONNEL GUIDELINES, PRACTICES AND PROCEDURES FOR EDUCATIONAL SUPPORT PERSONNEL", the most recently approved version of which is attached hereto and made a part of this Agreement as Exhibit B.

The Union acknowledges that the District's Handbook for Educational Support Personnel may be revised during the term of this Agreement. The Board and the Union agree that any revisions to the Handbook which affect rates of pay, wages, hours of employment and other terms and conditions of employment are subjects of bargaining. The Board will notify the Union when revisions to the Handbook are made and the Union will have an opportunity to request that the proposed revisions be subject to further bargaining before they are implemented. In the event of a dispute between the language of the Handbook and the language in this Agreement, the language in this Agreement shall control.

ARTICLE I - RECOGNITION

SECTION 1.1- Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for those employees in the defined bargaining unit commonly described as full- time Custodial employees excluding Director of Building and Grounds and Building and Grounds Assistants, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. The term "employee" shall mean all full- time classified employees in the defined bargaining unit. The "defined bargaining unit" includes all day leader custodians, and full-time custodians.

ARTICLE II - ANTI-DISCRIMINATION

SECTION 2.1- No Discrimination

The Union and the Board agree not to discriminate against employees covered by the agreement on account of race, religion, creed, color, national origin, sex, age, mental or physical handicap.

SECTION 2.2 - Rights Under the Agreement

No employee covered under this Agreement shall be intimidated, coerced, restrained, reprimanded, penalized, or discriminated against in any manner because they have exercised their rights and privileges provided for in the terms of this Agreement which include, but are not limited to the processing of grievances.

SECTION 2.3 - Gender Reference

All references to the employees-in-this Agreement are intended to designate both sexes. Wherever the male or female gender is used it shall be construed to include both male and female employees.

ARTICLE III - UNION VISITATION AND UNION BUSINESS

SECTION 3.1 - Official Spokesperson

It is understood and agreed that the President of SEIU Local 73 or his/her designee will be the official spokesperson for said Union in any matter between the Union and the Board.

SECTION 3.2 - Visitation By Union Personnel

Employees or accredited representatives of the Union shall make every effort to limit visitations, for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to non-working hours. The Board agrees to allow the representative access during working hours on a limited basis. The representative shall make prior arrangements with the Chief School Business Official and shall keep discussions to a maximum of fifteen (15) minutes.

SECTION 3.3 - Leaves of Absence for Union Business

Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment may, at the request of the Union, receive leaves of absence for periods not to exceed three (3) years or the term of office, whichever may be shorter and upon return from such leave be re-employed so long as a position is available.

ARTICLE IV - UNION STEWARDS

SECTION 4.1 - Recognition

The Board recognizes and shall do business with the appropriate Chief Steward of the Union, and other Union officials listed in Article III in all matters relating to this Agreement.

SECTION 4.2 - Stewards

A. Number of Stewards

The Union shall arrange through their procedures to elect or appoint Stewards. There will be one (1) Steward for each building in the District in addition to one (1) Chief Steward. An Alternate Chief Steward will be included within the Steward tally.

B. Duties of the Chief Steward

Only the Chief Steward will investigate and settle grievances. The Alternate Chief Steward will act in the absence of the Chief Steward.

SECTION 4.3 - List of Stewards

A. Notification

Written list of Stewards shall be furnished to the Board prior to the effective date of assuming their duties of office. The Union shall notify the Board promptly of any changes of such Union Stewards.

SECTION 4.4 - Permitted Steward Activities During Working Hours

The Board and the Union agree that, during non-working hours, the Steward shall be allowed to:

- A. Post Union notices on designated bulletin boards;
- B. Solicit Union membership during other employees' and Stewards' non-working time;
- C. Attend negotiating meetings;

- D. Consult with the Board or the Union Representative.

At those times when the Steward is asked to assist in the resolution of a potential dispute between the Board and a custodian, or between custodians, the Steward shall make every effort to do so during non-working hours, such as before or after his or her shift or during lunch or break times. If it becomes necessary for the Steward to do so during working hours, then he or she shall notify his or her immediate supervisor prior to leaving the area of work. Time away from the assigned work area shall be limited to thirty (30) minutes and, upon return to work, the Steward will complete his or her assigned work for that shift, without overtime or compensatory time.

ARTICLE V - EMPLOYER RIGHTS AND OBLIGATIONS

SECTION 5.1 - Employer Rights and Obligations

The Board shall retain all statutory and inherent managerial rights and authority to operate and direct the affairs of the School District in all its various aspects, including, but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement. Among the rights retained is the Board's right to determine its mission and set standards of service offered to the public; the right to plan, control and direct operations; to determine the number of employees to be employed; to assign and transfer employees within the District; to hire, promote, demote, suspend, reprimand, discipline or discharge for just cause; to make and enforce reasonable rules, regulations, policies, and procedures; to change methods, equipment, or facilities; to use independent contractors to perform work or services when, in the determination of the District, the work forces of the District are unable to perform the work or services as timely as required, due to emergency, extraordinary, or unforeseen circumstances; and to take whatever action is necessary to determine, manage and fulfill the mission of the School Board.

ARTICLE VI - WAGES AND HOURS

SECTION 6.1 - Hours

- A. Work Week/Work Day

The normal workweek for full-time employees shall consist of five (5) days, eight (8) hours each day; during summer break, the Administration reserves the right to schedule four (4) days, ten (10) hours each day inclusive of paid lunch; nothing herein guarantees such level of work to any employee-nor shall it except cutbacks, layoffs and reductions, except as set forth below.

B. Starting and Quitting Times

Starting and quitting times shall be established in accordance with school requirements by the Chief School Business Official or designee. Hours shall not be changed for the sole purpose of avoiding overtime.

C. Lunch and Breaks – All Shifts

Day shift employees shall receive a half-hour (30 minutes) non-paid lunch break at a time to be designated by the Building Principal during the school year and the Chief School Business Official during summer months. Afternoon shift employees shall receive a half-hour (30 minutes) paid lunch break at a time to be designated by the Building Principal during the school year and the Chief School Business Official during summer months. Each employee shall receive two (2) fifteen minute breaks in an eight hour shift, one to be taken in the first four (4) hours of work, the other in the last four (4) hours of work, except in cases of emergencies. Employees scheduled to work less than eight (8) hours shall be allowed one (1) fifteen minute break for any period of four (4) or more continuous hours of work, exclusive of lunch breaks.

D. The Day Leader and Second Shift custodians shall meet daily to discuss pending matters at the time of the shift change.

SECTION 6.2 - Wages

A. Rate of Pay

Starting rates for new hires (**probational custodians**) shall be as follows:

- 2022: \$15.00
- 2023: \$15.25
- 2024: \$15.50
- 2025: \$16.50**
- 2026: \$17.00**
- 2027: \$17.25**

Probationary period remains in effect: 120 workdays (60 during student attendance). Administration reserves the right to extend 30 days if warranted. Upon successful completion of probation, each employee shall receive 2 PTO days for immediate use.

Custodians making more than \$25 per hour shall receive a 2% increase on July 1, 2022.

All other custodians currently in the bargaining unit shall receive a one-time \$1.50 per hour increase in pay on July 1, 2022.

All probational custodians shall be moved to \$15.00 per hour on July 1, 2022. When they reach the end of their probationary period, they will receive a \$1 per hour increase for the 2022-23 school year.

Additionally, there will be a **one time** payment of \$1000 for all non-probational custodial unit bargain members and a **one time** \$500 payment to probational custodial employees (as of July 1, 2022). The payment would be added to the first pay in August 2022 and will be taxed accordingly.

For all remaining years of this agreement, all non-probationary employees shall receive a cost of living adjustment on July 1 of each year of 2%.

Any custodian who transfers to the Day lead position shall have their rate of pay increased by \$1.25 per hour.

B. Overtime Provisions

1. Calculation of Overtime

Overtime pay shall be as follows:

Time and one-half after forty (40) hours of work performed in any one-week (7 days). This provision will be strictly enforced. Paid benefit time shall not constitute a part of the required hours of work and shall not be counted as work performed in computing the basic workweek, except for recognized paid holidays in Section 7.1 or use of paid time off.

2. Notwithstanding the language in paragraph 1 above, overtime will be paid to any employee who is called out for snow plowing, building checks, or any other emergency call-in situation.
3. No Pyramiding

There will be no pyramiding of overtime; both daily and weekly overtime will not be paid on the same hours worked.

4. Timely Payment

Overtime pay shall be included in the regular check of the pay period following the one in which the overtime was earned.

5. Overtime Expectations

Employees will be expected to work overtime.

6. Right to Restrict Overtime

There shall be a minimum of overtime work.

7. Overtime Procedures

All overtime events shall be offered to all bargaining unit staff simultaneously via email between 1PM and 4PM CST, for each overtime event. Custodial unit members will have four (4) hours to respond to the email stating interest in the overtime offered. At the close of the four (4) hour window, the most senior member of the custodial unit who responded to the offer will be assigned the overtime, and the Union will be notified. The assignment of overtime shall be assigned to staff on the basis of an overtime rotation list beginning with the most senior staff member and ending with the least senior staff member. This process will be used for all available overtime. In the event that no custodial unit member responds to the overtime offer, the Union will be notified and the Union will notify Administration who shall be mandated to work that event. The mandatory list shall be controlled by the Union.

Distribution of overtime will not be subject to Article 14.1 of the Agreement.

SECTION 6.3 – Wages for Temporary Replacement

In the event that a Custodian is assigned to replace a Day Leader who is granted an unpaid leave of absence, a Family Medical Leave Act absence, a Military Leave or is sick, and in the further event that the Custodian fulfills the responsibilities of the Day Leader for ten (10) continuous workdays, then commencing on the eleventh workday the Custodian shall be compensated at the rate of the Day Leader until such time as the Custodian returns to his/her Custodian position.

SECTION 6.4 - Paydays

Employees under this Agreement shall continue to be paid twenty-six (26) paydays per year and must enroll in the District direct deposit program.

SECTION 6.5 – Emergency Call Back

Any employee who is called back to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours or the number of hours worked, whichever is greater. Emergency call back hours will be paid at one and one-half (1 ½) times their hourly rate of pay for the purpose of this section only. Call back time shall begin when the employee signs in at the school.

ARTICLE VII - PAID HOLIDAYS

SECTION 7.1 – Recognized Holidays

The following paid holidays, if observed as such on a regularly scheduled workday, shall be observed as holidays and employees shall be granted the scheduled day off with commensurate pay as set forth in Section 7.3 below on such days as set forth in Section 7.2 below:

- July 4th
- Labor Day
- Columbus Day
- Veterans Day
- Wednesday before Thanksgiving
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King's Birthday
- President's Day as recognized on the official School District calendar
- Friday before Easter
- Memorial Day
- Casimir Pulaski Day

In the event that the State Legislature or Congress or courts or the State or Federal Government shall impose any additional holidays upon school districts during the term of this Agreement, the Superintendent or designee will confer with the Union regarding which holiday shall be removed and replaced by that imposed holiday. In no event shall the employees be entitled to more than fourteen (14) paid holidays per year during the term of this Agreement.

SECTION 7.2 – Observation of Holidays

If a recognized holiday falls on a weekend, it may be observed on a Friday or Monday, if the law so provides. Final decisions on which day a holiday will be observed shall be made by the Superintendent. If unable to schedule on the Friday before or the Monday after, employees shall receive an additional PTO day.

SECTION 7.3 – Holiday Pay Eligibility

Only full-time employees will be eligible for eight (8) hours holiday pay at their straight time rate, provided the full-time employee works the last scheduled working day before the holiday and the first scheduled workday after the holiday. This provision is designed to discourage the use of paid time off and sick days immediately prior to or after a scheduled holiday.

ARTICLE VIII – PAID TIME OFF

SECTION 8.1 – General Statement

The Board believes that it is in the best interests of the employee and the School District for everyone to annually take time off of work.

SECTION 8.2 – Accrual (Earned) Paid Time Off (PTO)

PTO time is earned, on a prorated basis, beginning immediately after the successful completion of the probationary period through the following July 1. During the subsequent full years of employment, PTO is accrued (earned) as follows:

Year 1

Upon successful completion of probation, each employee shall receive 2 PTO days for immediate use.

After Probationary Period through the end of the then current school year, PTO days are earned on a prorated basis.

Year 2 through 7 **earns** 12 working days of PTO.

Year 8 through year 15 **earns** 17 working days of PTO.

Year 15 or more **earns** 22 working days of PTO.

SECTION 8.2 – Use of Paid Time Off

PTO earned in any fiscal year (July 1-June 30) shall be used during the school year immediately following the year in which PTO is earned. Unused PTO days may not be carried over into another fiscal year. PTO days may be used in half-day increments. Four hours or less will be considered as one-half day of PTO and more than four hours will be considered a full day of PTO.

Employees terminating their employment shall be entitled to all PTO time earned through the date of termination. The final year of PTO days will be calculated on a prorated basis.

SECTION 8.4 – Requests for Paid Time Off

Requests for PTO shall be submitted to the Office of the Chief School Business Official and must be approved by the Superintendent or designee. Every reasonable effort shall be made to meet the desires of the employee and the needs of the School District in approving PTO requests. The Office of the Chief School Business Official shall keep a record of PTO earned and the dates taken.

The following rules shall apply to use of PTO:

- 1) No more than one (1) custodian per building can utilize a PTO day during non-student attendance periods (winter, spring or summer breaks). An additional custodian at a building may be allowed to utilize a PTO day in the event of extenuating circumstances as determined by the Superintendent.
- 2) During student-attendance periods, no more than three (3) custodians District-wide can utilize a PTO day.
- 3) No PTO will be granted during the first two weeks prior to the first student attendance day or the last two weeks of student attendance days of each school year.
- 4) Custodians must utilize fifty (50) percent of their allotted PTO days during non-student attendance periods.
- 5) In the event that a custodian is suspended related to an absence after exhaustion of benefit days pursuant to Article IX, no more than two (2) custodians District-wide can use a PTO day during student attendance periods.
- 6) No PTO will be granted on a maximum of five (5) school “party days” as determined by the Building Principal at the beginning of each school year.
- 7) If a custodian is absent on a day for which PTO was denied, the Superintendent shall assess on a case by case basis whether disciplinary action is warranted. Discipline imposed under this provision shall not be subject to the grievance or arbitration procedures described herein.

ARTICLE IX DOCK DAYS

- A. **Excused.** In the event a custodian exhausts all available benefit days during a fiscal year and **requires** the use of a day without pay (“dock day”), the employee must provide a third-party verification of the need for the absence and the following shall apply absent extenuating circumstances as determined by the Superintendent.
 - o The second occurrence will result in a written warning.
 - o The third occurrence will result in a 3-day unpaid suspension.
 - o The fourth occurrence will result in termination.

- B. **Unexcused.** In the event the custodian exhausts all available benefit days during a fiscal year and is absent without a third-party verification of the need for the absence, the following shall apply absent extenuating circumstances as determined by the Superintendent.
 - o The second occurrence will result in a written warning.
 - o The third occurrence will result in termination.
- C. The Superintendent's determination as to whether extenuating circumstances exist shall not be subject to the grievance or arbitration procedures described herein.

ARTICLE X – INSURANCE

SECTION 10.1 - Health, Dental, Vision Insurance

The Board shall pay the same percentage of monthly premium costs for health insurance for bargaining unit members as afforded the Teachers' Association. The Union will have a member present as representation on the District Insurance Committee for any discussions related to changes in the insurance program.

SECTION 10.2 - Life and AD&D Insurance

The Board shall pay 100% of the monthly premium for a \$15,000 group term life and accidental death and dismemberment insurance policy for all bargaining unit members if approved by the carrier.

ARTICLE XI - GUARANTEED POSITIONS

SECTION 11.1 – Guaranteed Positions

The Board reserves the right to employ the use of part-time personnel or substitute personnel for work performed by members of the bargaining unit. It is not the intent of the District to diminish the work force and will follow Article XVI Section 16.2.e.

ARTICLE XII - DISCIPLINARY PROCEEDINGS

SECTION 12.1 – Conduct of Disciplinary Investigation

- A. Other than in the initial stage of the investigation, investigatory meetings with the employee shall be scheduled preferably while the employee is on duty.
- B. An employee under investigation shall be informed, in writing, of the nature of the complaint as soon as practical under the circumstances.

- C. An employee under investigation will be provided a copy of any written statement he/she has made.
- D. When an employee is required to appear before the Board or the Superintendent concerning any matter which will adversely affect his or her employment relationship, the employee will be entitled, upon request, to have a Union representative present. Furthermore, when an employee is required to appear before the Board concerning any matter which will adversely affect his or her employment relationship, the employee will be advised in writing of the reasons for the requirement, as well as the employee's right to representation as provided in this paragraph.

ARTICLE XIII - GRIEVANCE PROCEDURE

SECTION 13.1- Definition

Any employee has the right to and may talk to his/her Supervisor about any question or problem that may arise, at a convenient time designated by the Supervisor and consistent with production and working requirements. If any question or problem brought to the attention of the Supervisor by an employee involves the interpretation or application of a specific provision of the Agreement, a Union representative shall have an opportunity to be present before adjustment of the grievance. In the event an employee(s) is discharged, the employee may proceed immediately to Step 4 of the grievance procedure.

A written grievance must be submitted to the Superintendent within ten (10) scheduled working days or ten (10) business days after receiving the discharge notice.

Step 1

All grievances, other than discharge, shall be presented in writing, to the Principal, within five (5) scheduled working days after the occurrence of the event giving rise to the grievance. The Principal shall provide a written answer within five (5) working days of the discussion of the grievance. If the grievant is unsatisfied with the answer, he/she may appeal in writing to the Chief School Business Official, Step 2, within five (5) working days of receipt of the written answer.

Step 2

Upon receipt of the written grievance, the Chief School Business Official shall schedule a meeting at which time the grievant, the employee's Supervisor, the Union Representative and/or Steward and the Chief School Business Official will attempt to resolve the grievance at this step to the satisfaction of the grievant, the Union, and the School District. If a resolution cannot be reached at this step, the grievance will automatically be sent to the Superintendent for his/her review.

Step 3

The Superintendent shall reply to the grievance within five (5) working days of receipt of the grievance. If the grievance is not submitted to Step 4 within five (5) working days after the reply, the matter shall be deemed resolved and the District's action or failure to act shall stand.

Step 4

Within five (5) working days after the reply at Step 3, the Union may submit the grievance to the Board. In the event the grievance is submitted to the Board, the Board shall reply to the grievance in writing within ten (10) working days following the Board meeting.

ARTICLE XIV - ARBITRATION PROCEDURE

SECTION 14.1 - Arbitration

If the matter is not resolved at Step 4 or an answer is not provided by the Board within the time specified, the Union may, by written notice to the District within fifteen (15) working days after the due date of the Step 4 answer, request that the grievance be referred to an impartial arbitrator selected in the manner hereinafter provided. The Union, within ten (10) working days following the written notice being given to the District, must initiate the arbitration selection process or the grievance is deemed settled.

The parties shall request the Federal Mediation and Conciliation Service to furnish each party with an identical panel of seven (7) arbitrators. The arbitrator shall be selected in accordance with the voluntary labor rules of the Federal Mediation and Conciliation Service.

The arbitrator shall have authority only to interpret and apply the provision of the Agreement to the extent necessary to decide the submitted grievance and shall not have the authority to add to, detract from or alter in any way the provisions of this Agreement. The arbitrator's award shall be final and binding upon the District and the Union. The fees and expenses of the arbitrator, including a transcript, shall be borne equally by the District and the Union.

Any of the time limits within this Article may be extended by mutual agreement. The District or Union shall not unreasonably deny a request for such extension.

ARTICLE XV - NO STRIKE/NO LOCKOUT

SECTION 15.1 – Union’s Obligations

The Union agrees for the term of this Agreement not to strike, to withhold or slow down services or to in any way interrupt the normal operations of the Board.

SECTION 15.2 - School District’s Obligations

The School District will not lock out employees during the term of this Agreement.

ARTICLE XVI - SENIORITY

SECTION 16.1 – Probationary Employees

A. Probationary Employees

Probationary employees are defined as those employees with less than one hundred twenty (120) business days of continuous work, at least sixty (60) business days of which shall be during the school year. The probationary period may be extended upon mutual agreement. When an employee successfully finishes his or her probationary period, he/she will be entered on the seniority list as of the original date of employment. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages and hours of employment.

B. Rights Under the Agreement During Probation

New employees on probation may be subject to discipline, suspension or discharge and will not have recourse to the grievance procedure of Article XIII. Probationary employees shall be covered under the terms and conditions as set forth in this Agreement, except as otherwise provided herein.

SECTION 16.2 – Full-Time Employees – District Seniority

District Seniority is defined as the employee's length of continuous full-time service after the initial date of employment.

A. Classification Seniority

Classification Seniority is defined as the length of continuous service in the classification of the employee.

B. Seniority Lists

No later than two (2) months after the effective date of this Agreement and on February 1st of each year thereafter, the District shall prepare and post a seniority list for the bargaining unit. One (1) copy shall be furnished to the Union. The list will indicate the employee's current and prior classifications along with his/her seniority dates within each current and prior classification. The District will provide the Union with information that is necessary to keep the seniority list up to date whenever a change occurs.

C. Same Seniority Date – Tie Breaker

When two (2) or more employees have the same seniority date, their seniority position shall be determined by lottery.

D. Consolidation or Elimination of Jobs

Employees displaced by elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted, according to, their seniority rights to transfer to any other vacancy for which they are qualified.

E. Layoffs

Prior to laying off any permanent employees, all probationary, substitute and temporary custodians functioning within the District shall be laid off or terminated, as the case may be. All work force reductions shall be by seniority beginning with the least senior employee. Recall shall be in the reverse order of the work force reduction. The recall period will be for a period of two (2) years.

F. Termination of Seniority

An employee covered by this Agreement shall have his/her employment terminated with the School District and his/her name removed from the seniority list under, but not limited to, the following conditions.

1. He/she quits or resigns, or retires.
2. He/she is discharged for just cause.
3. He/she fails to inform the School District, in writing by certified mail, of his/her intention to return to work within seven (7) days after a written notice of recall has been sent by certified mail to the address appearing on the District's records. It is understood that it is the employee's obligation to keep the District informed of his/her current address.

4. He/she engages in gainful employment for someone other than the School District while on leave of absence, without the written permission of the School District.

G. Vacancies and Reassignments

A. Vacancies

1. Vacancies and newly created positions and their job descriptions and rates of pay shall be posted for five (5) work days in each building's break room. As used herein, "vacancy" shall mean a position which the District has decided to fill. Employees who apply for a vacancy shall be considered for the position.
2. In filling vacancies in the bargaining unit, the District shall first consider internal applicants, beginning with full-time employees and then part-time employees. Among other relevant factors in filling vacancies will be an employee's work performance, qualifications, suitability of the position and seniority. Internal applicants may include a letter of recommendation from his/her lead custodian and/or principal with his/her application for the posted vacancy. Such recommendation(s) will also be a factor in filling vacancies.
3. Employees who are promoted to lead custodian shall have a thirty (30) calendar day probationary period and if, in the opinion of the Administration or the employee, the custodian fails to successfully complete this probationary period, the custodian will be returned to a non-lead custodial position.
4. Employees who change assignments must remain in the new assignment for a minimum of one (1) calendar year before submitting his/her candidacy for another vacancy unless the position for which he/she is applying is lead custodian.

B. Reassignment

The Chief School Business Official will provide written notice to any employee who is reassigned from one position, building, or shift to another at least five (5) days prior to the reassignment and shall provide reasons to the employee for the reassignment.

ARTICLE XVII - SICK LEAVE

SECTION 17.1 – Sick Leave

A. Sick Leave Defined

Sick leave is the necessary absence from duty caused when an employee is suffering from personal illness, is quarantined at home, serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. The immediate family or household shall be interpreted to mean husband, wife, father, mother, son, daughter, sister, brother, grandchildren, grandparents, legal guardian, aunt, uncle, corresponding in-laws, steps and anyone living on a permanent basis in the immediate household of the employee.

B. Annual Sick Leave

All full-time employees covered by this Agreement shall receive paid sick leave days at the rate of 15 days per year. Accrued sick leave will carry over if the employee changes offices or departments within the School District, provided there is not a break in service longer than thirty (30) calendar days.

C. Accrual and Carry Over

Sick leave may be accrued to a maximum of 260 days, at the aforementioned rate of 15 days per year. Records of sick leave credit and use shall be maintained by the School District. The amount of sick leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.

D. Use of Sick Leave

The District shall maintain a complete accounting of each bargaining unit member's sick leave days and shall notify each bargaining unit member of the number of accumulated unused sick days annually, and/or upon request.

Sick leave may be used for bereavement purposes. In the event of the death of any member of the immediate family of an employee, the Board will grant an excused paid absence not to exceed three (3) days for each death up to two (2) deaths per year or four (4) days inclusive for multiple deaths at one time. The above-mentioned absence shall not be subtracted from an employee's sick days. For this purpose, the immediate family or household is defined in Section 17.1.A.

E. Proof of Illness

Employees will be required to submit to the Chief School Business Official a

doctor's certificate as proof of sick leave within one (1) business day, in the following circumstances:

1. After three (3) consecutive workdays of absence due to illness.
2. For each sick leave absence after three (3) **undocumented** sick leave days are used in a fiscal year.
3. For each absence that occurs after the employee has been absent on a Monday or Friday more than two times.
4. For each absence that occurs any day preceding or following a used PTO day.

F. Medical Release

Any employee who is subject to the three-day rule above, will be required to have a Medical Release "return to work" permit completed by his/her physician prior to returning to work. This permit shall indicate the ability of the employee to carry out work tasks normally associated with his/her job.

G. Physical Exam

An employee may be required to undergo an examination by a doctor selected by the District at the Board's expense before returning to work or as otherwise deemed necessary in accord with the Illinois School Code.

H. Failure to Report Absence

Any employee who is absent without calling in or reporting his/her absence for three (3) consecutive days will be considered to have voluntarily quit his/her employment.

SECTION 17.2 – Unused Sick Leave

A. Early Retirement

Employees may use accumulated sick leave for early retirement per the provisions set forth under the rules of I.M.R.F.

B. I.M.R.F. Benefits

For the purpose of this provision, retirement shall be defined as meeting their requirements for the retirement benefits under the I.M.R.F. pension fund.

**ARTICLE XVIII - SCHOOLS, SEMINARS,
REIMBURSEMENT AND EDUCATION INCENTIVES**

SECTION 18.1 - Reimbursement

Reimbursement will be granted when an employee is required by the District to attend any educational or training programs.

SECTION 18.2 – Posting of Courses

The School District shall post on bulletin boards located at each school, announcements of all courses to be given which are either compulsory or may be optional for the purpose of improving the professional standing of the employee or the District. All eligible employees shall have an opportunity to bid for the prerequisite optional courses at their own expense.

SECTION 18.3 – Compulsory Courses

The Chief School Business Official or Building Principal shall arrange all compulsory courses and training programs in such a manner so any employee required to complete such course or participate in such training programs shall be able to do so during his/her regularly scheduled working shift, whenever possible.

SECTION 18.4 – Optional Courses

Any employee attending an optional educational course related to the furtherance of his/her proficiency as an employee with the School District shall, upon successful completion thereof and presentation of evidence of such successful completion, be reimbursed by the District for the cost of tuition and the transportation, meals and lodging advanced by him/her in taking of such course, provided the employee had the prior approval of the District to attend the course.

SECTION 18.5 - Pre-Payment for Optional Courses

The Superintendent may authorize the District to prepay an employee for job-related optional educational courses related to the furtherance of his/her proficiency as an employee with the School District. The District will only pay for the successful completion of coursework. In the event the Union member fails to complete the course successfully or fails to earn allowable credit or a certificate of completion, the District shall have the right to make payroll deductions in order to recoup the amount(s) prepaid on behalf of the employee. The employee may elect to reimburse the District instead of payroll deductions.

SECTION 18.6 – New Employee Orientation

The Union Chief Steward or designee shall be permitted to have a thirty (30) minute meeting with each newly hired bargaining unit employee during the work day provided that the scheduling for such a meeting is approved by the Chief Steward's immediate

supervisor and the new employee's immediate supervisor.

ARTICLE XIX - JURY DUTY

SECTION 19.1 - Jury Duty

Approval will be granted, with pay, for any jury duty imposed upon any bargaining unit employee; however, any compensation from the court related to the jury duty, exclusive of travel allowance, must be turned over to the District by the employee. This provision will be strictly enforced.

ARTICLE XX - LEAVE OF ABSENCE

SECTION 20.1 - Leave of Absence

Employees wishing to take a leave of absence for reasons other than to seek employment elsewhere shall request such leave in writing at least ten (10) business days prior to the beginning of such leave and such leave cannot be taken before approved by the Board. Employees on approved leaves of absence shall retain their seniority, but shall not accrue any fringe benefits or seniority with the only exception to FMLA as prescribed in Section 20.2.

SECTION 20.2 – Family and Medical Leave Act Option (FMLA)

- A. In addition to sick leave per Article 17.1, the Administration will follow federal law related to Family Medical Leave Act of 1993, revised 2009. Please refer to the website below for information and criteria:

<http://www.dol.gov/whd/fmla/index.htm>

SECTION 20.3 - Workers' Compensation

All employees of the District regardless of part-time or full-time status are covered by Workers' Compensation Insurance. Workers' Compensation benefits are subject to statutory requirements. Wages will not be paid nor sick leave authorized for any day for which workers' compensation salary benefits are paid. It shall no longer be an acceptable practice to use 1/3rd of an accumulated sick day to supplement the salary of an employee receiving workers' compensation benefits.

Accumulated sick leave may be used for any full days of absence **not** covered by workers' compensation. Regular payroll checks, which reflect use of accumulated sick leave, shall continue until the initiation of workers' compensation salary benefits.

Any employee injured while on the job must report the incident immediately and in writing to the immediate Supervisor.

ARTICLE XXI – RETIREMENT

SECTION 21.1 - Retirement

For those employees retiring from service with the School District under the Illinois Municipal Retirement Fund:

- (A) The employee may elect to be paid for those PTO days earned, but unused, in the employee's last year of employment with the District to a maximum of twenty (20) days, at the employee's final per diem rate of pay; provided, however, that the employee gives the District one full year's notice prior to retirement and that such payment is permitted by IMRF, and;
- (B) For each full day of accumulated sick leave not used by an employee, other than for additional service credit with IMRF, the employee will accrue thirty (30) minutes of bonus time to be paid to the employee at the employee's final per diem rate of pay; provided, however, that the employee gives the District one full year's notice prior to retirement.
- (c) Payment under this section will be made to the employee in a manner so as not to result in a penalty to the District.

ARTICLE XXII - UNION SECURITY

SECTION 22.1 – Fair Share

After July 1, 1995, all non-probationary bargaining unit employees who were not members of the Union as of July 1, 1994, and all employees hired after July 1, 1994, shall pay as a condition of employment a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as exclusive representative of the employees covered by this Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by intervals as union dues are deducted. The Union shall periodically submit to the District a list of employees covered by this Agreement who are not members of the Union and an affidavit which specifies that amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election of or support of any candidate for political office or for any member's only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union vs. Hudson*, 106 US 1066 (1986), with respect to the constitutional rights of fair share fee

and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

SECTION 22.2 - Deductions

The District agrees to deduct the Union membership, twice a month in equal division, initiation fee, assessments, and dues from the pay of those employees who individually request in writing that such deduction(s) be made. The amount deducted shall be certified to the District by the Treasurer of the Union, and the aggregate deduction of all employees shall be remitted, along with an itemized statement to the Treasurer by the 10th of the (current succeeding) month, after such deduction(s) are made. The District's remittance will be deemed to be correct if the Union does not give written notice to the District within two (2) calendar weeks after a remittance is incorrect.

SECTION 22.3 - Indemnification

The Union shall indemnify the School Board and any Department of the School Board and hold it harmless against any and all claims, demands, suits, legal costs, or other forms or liability, monetary or otherwise, arising out of, or by reason of, any action taken by the School Board or any Department of the School Board, at the direction of the Union for the purpose of complying with the provisions of this article.

ARTICLE XXIII – SUCCESSOR CLAUSE

SECTION 23.1 – Successor Clause

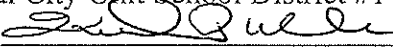
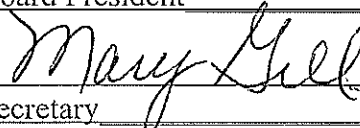
This Agreement shall be binding upon the successors and the assigned of parties hereto, and no provisions, terms or obligations herein shall be affected, modified, altered, or changed in any respect whatsoever.

ARTICLE XXIV- DURATION OF AGREEMENT

SECTION 24.1 – Duration of Agreement

It is further stated and agreed that this Agreement is in force for the period from July 1, 2022 through June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures on this 6th day of July 2022.

Coal City Unit School District #1
By 
Its Board President
Attest: 
Its Secretary

Service Employees
International Union, Local 73
