

AGREEMENT

**THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 702**

and

**THE FLORA COMMUNITY UNIT SCHOOL
DISTRICT NO. 35**

2020-2021

2021-2022

2022-2023

2023-2024

2024-2025

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PREAMBLE

This Agreement is made and entered into this ____ day of _____, 2020 by and between the BOARD OF EDUCATION OF FLORA COMMUNITY UNIT SCHOOL DISTRICT NO. 35, Clay County, Illinois, hereinafter referred to as the “Board” or “Employer,” and LOCAL 702 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter referred to as the “union” or “bargaining unit.” This Agreement sets forth the understanding reached by the parties with respect to the wages, hours and terms and conditions of employment of those members of the bargaining unit employed by the Flora School District.

It is the intent of the parties for this negotiated Agreement to promote harmony, cooperation and efficiency of operations thereby establishing a positive working relationship between the employer and its employees to their mutual benefit. This agreement assures a full day’s work for a day’s pay and provides a means to facilitate the peaceful resolution of differences which may arise between the Board and the Union.

ARTICLE I RECOGNITION

1.1 Recognition

The Board of Education of Flora Community Unit School District #35, Clay County, Illinois, (hereinafter referred to as “Board” or “Employer” or “District”) hereby recognizes the International Brotherhood of Electrical Workers, Local 702, (hereinafter referred to as “Union” or “bargaining unit”) as the sole and exclusive bargaining agent for all regularly employed full time and part time custodians and maintenance employees employed by the Flora Community Unit School District No. 35 but excluding managerial, supervisory, confidential, short term, substitute and student employees as defined by the Illinois Educational Labor Relations Act.

1.2 Applicability

The general terms and conditions set forth in this Agreement are applicable to all members of the bargaining unit. The benefits provided in this Agreement are applicable only to full-time employees unless otherwise specified. If a benefit is provided to part-time employees the benefit shall be proportional to the employees work schedule as compared to a fulltime employee.

1.3 Definitions

.1 Employee

The term “employee” or “bargaining unit member” includes any person holding a position included in the Recognition provision of this Agreement, Section 1.1.

.2 Superintendent

The term Superintendent shall mean the Superintendent of Schools or his/her designee.

.3 Site

The term “site” means a building or location where a member of the bargaining unit is assigned to work.

.4 Day

The term “day” when used in this Agreement shall mean calendar day(s) unless otherwise specified.

.5 Instructional Day

Instructional day(s) means any day(s) designated for pupils to be present for instruction.

.6 Duty Day

A “duty day” means any day designated by the Employer as a day in which a member of the bargaining unit is required to provide services.

.7 Full-Time Employee

A “full-time employee” means a member of the bargaining unit employed to work on a regular basis not less than eight (8) hours per day, not including lunch period, for all week days of the calendar year exclusive of designated legal holidays.

.8 Part-Time Employee

A “part-time” employee means a member of the bargaining unit employed to work on a regular basis less than eight (8) hours per day or less than all week days of the calendar year exclusive of designated legal holidays.

.9 Probationary Period

A member of the bargaining unit employed in either a full-time or part-time position shall be considered in a probationary status for a period of one (1) calendar year.

**ARTICLE II
BOARD AUTHORITY AND MANAGEMENT RIGHTS**

2.1 Board Authority

It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board of Education in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final.

2.2 Management Rights

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

**ARTICLE III
NEGOTIATIONS PROCEDURE**

3.1 Negotiations Procedures

Negotiations on a successor Agreement shall be conducted in accordance with the Illinois Educational Labor Relations Act and the Rules and Regulations of the Illinois Educational Labor Relations Board. Negotiations for a successor Agreement shall begin on or before April 1st of the year in which the contract expires.

3.2 Mediation

It is agreed that if either party to this Agreement determines that the assistance of a mediator is needed the parties will jointly request assistance from the Federal Mediation and Conciliation Service (FMCS). Should FMCS be unavailable the parties shall immediately commence discussions as to a replacement. In the event the parties are unable to agree upon a replacement mediator the Illinois Educational Labor Relations Board shall be notified.

ARTICLE IV GRIEVANCE PROCEDURE

4.1 Definition

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

4.2 Purpose

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

4.3 Representation

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

4.4 Time Limits

All time limits consist of school days, except when a grievance is filed fewer than ten (10) days before the end of the school year and then the time limits shall consist of week days. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

4.5 Constraints

- .1 Any investigation or other handling or processing of any grievances by the grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees.
- .2 Should the presence of the grievant or other employees be required at the arbitration hearing, they will be scheduled with no loss of pay. Arrangements will be made to assure the minimal impact necessary on the instructional program.
- .3 Failure of a grievant or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to

give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

- .4 If the Union or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement then the District shall not be required to process the same claim or set of facts through the grievance procedure.

4.6 Procedure

Step One

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

Step Two

If the complaint cannot be resolved informally, the complainant shall file the grievance in writing with the immediate supervisor, who shall certify by signature the date and hour the grievance was received. This certification shall be witnessed by the grievant. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement which are applicable and shall state the remedy requested. The filing of the formal written grievance must be within twenty (20) days from the date of the occurrence giving rise to the grievance or from the date the grievant should have been aware of the event. The supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) days after receipt of the grievance.

Step Three

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

Step Four

If the Union is not satisfied with the disposition of the grievance at Step Three, the Union may submit the grievance to final and binding arbitration through the American Arbitration Association and under its rules. If a demand for arbitration is not filed within thirty (30) days of the Step Four answer or the last response date, then the grievance shall be deemed withdrawn. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to

the provisions of the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Union and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement. In addition, the Arbitrator may hear testimony to determine the intent of the parties and/or the facts in the grievance.

4.7 **Union Not A Participant**

When an employee is not represented by the Union at Steps One through Three the Union will be notified of any resolution and such resolution shall not be inconsistent with the terms of this Agreement.

4.8 **No Reprisals Clause**

No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in a grievance.

4.9 **By-Pass**

If the Union and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

4.10 **Class Grievance**

Class grievances involving one (1) or more employees or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Union at Step Three (Superintendent).

4.11 **Grievance Withdrawal**

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

4.12 **Records**

Records relating to an individual's grievance shall be filed separately from the personnel files of the employee(s) filing the grievance, except that if the information and records used in a grievance are the same as used in other proceedings, such as disciplinary proceedings, these records may be maintained in the employee's personnel file.

4.13 **Costs**

Expenses for the arbitrator's services shall be borne equally by the School District and the Union. Each party shall bear the cost of its own representation. If only one party requests the services of a court reporter that party shall bear the cost of these services. If

the other party desires a copy of the transcript, the cost of the court reporters services shall be shared equally.

4.14 Settlement

A grievance may be settled at any step of the grievance procedure without establishing prejudice or precedent.

**ARTICLE V
UNION RIGHTS**

5.1 Exclusive Rights

The rights granted to the Union by this Agreement shall not be granted or extended to any competing employee organization except as required by law.

5.2 Board Meeting Notification

Written notice of all regular and special (but not emergency) meetings of the Board, together with a copy of the agenda or statement of purpose of such meeting, shall be placed in the school mail box of the Union Steward at least twenty-four (24) hours prior to such meeting.

5.3 Board Minutes

A copy of the approved minutes and Treasurer's Report for all Board meetings, excluding executive sessions, shall be placed in the school mail box of the Union Steward the day following approval by the Board.

5.4 Board Meetings

Upon request the Union shall be placed on the agenda of the regular meeting of the Board for purposes of reporting on matters of Union concern.

5.5 Information

Upon request the Board will furnish to the Union a copy of the adopted Budget and the Annual Financial Report. The Board shall also provide such reasonable requested information as may assist the Union in handling a grievance or preparing for negotiations. The Union shall also be entitled to receive such information as covered by the Freedom of Information Act upon payment of the copying costs established by the District pursuant to the provisions of the Act. Nothing in this provision shall require the District to collect data or prepare reports not otherwise available through regular operations of the District.

5.6 Use of District Facilities

- a. The Union shall have the right to reasonable use of school buildings provided: 1) the areas have not been previously booked; 2) prior notice has been given to the building principal at least twenty-four (24) hours in advance of the meeting, except in emergencies; and, 3) there is no interruption of the educational program. The Union shall reimburse the District for actual expenses incurred resulting from the use of the building.
- b. The Union shall have the right to reasonable use of computers, typewriters and duplicating machines on school premises for Union business purposes, and shall be responsible for reimbursing the District for all materials and supplies used in the operation of this equipment.
- c. The District shall designate at least one (1) bulletin board in each building for use by the Union in posting official notices of its activities and matters of Union concern; however, the principal may direct the removal of any items posted on the bulletin board which in the Principal's judgment may be offensive to other staff members, in poor taste or not appropriate for display.
- d. The Union may use employee mail boxes for purposes of communicating with bargaining unit members.

5.7 New Employees

The names and addresses of newly hired members of the bargaining unit shall be provided to the Union within fourteen (14) days after their employment.

5.8 Business by Union Representative on District Property

Pursuant to section 105 ILCS 5/24-25 of the Illinois School Code after first notifying the school office union representatives may meet with members of the bargaining unit in the school building during the duty free times of such employees.

5.9 Union Representation

The union shall have the right to appoint one or more members of the bargaining unit as Union Steward to represent the Union in matters relating to the performance of the terms and conditions of this Agreement. Stewards are not to utilize work time to perform Union business unless their presence at a meeting to take place during their regular work schedule has been requested by a District administrator.

5.10 Payroll Deductions of Union Dues

Upon written request of an employee the Board shall deduct from the employee's pay the current dues of the Union and shall remit to the Union within ten (10) working days all dues deducted by the Board. The Union will provide the Board with a certification of the amount of the current dues of the Union and shall notify the Board in writing of any change in Union dues at least thirty (30) days prior to the effective date of the change. At any time members of the bargaining unit may elect to start or discontinue the withholding of dues upon notification to the Union and School District.

ARTICLE VI EMPLOYEE RIGHTS

6.1 Prohibition Against Discrimination

The Board and the Union agree they will not discriminate against any employee for reasons of race, color, sex, age, marital status, religious affiliation or national origin.

6.2 Rules and Regulations

Rules and regulations governing the conduct of members of the bargaining unit shall be reasonable.

6.3 Personnel Files

- .1 The District shall have the right to maintain a personnel file on all staff members and to record and maintain such information in the employee personnel file as the District deems of value, unless otherwise prohibited by law.
- .2 All personnel files maintained by the District shall be in accordance with the Illinois Personnel Review Act, 820 ILCS 40 et seq.
- .3 In respect to the personnel files maintained by the School District members of the bargaining unit shall have those rights set forth in the Illinois Personnel Review Act, 820 ILCS 40, *et seq.*

6.4 Union Membership

The Board and the Union recognize that the Illinois Educational Labor Relations Act provides that each employee has the right to join or to not join any organization for the employee's professional or economic improvement and that membership in the Union or any other organization shall not be required as a condition of employment. The Board and Union further agree that no employee shall be discriminated against or subjected to intimidation, restraint or coercion because of the employee's membership or non-membership in the Union or because of the employee's participation or refusal to participate in lawful activities of the Union.

ARTICLE VII WORKING CONDITIONS

7.1 Health and Safety

- .1 The Board and the Union agree that safeguarding the health, safety and well being of students, employees, and general public and the protection of District property is both in their common best interest and required by law.
- .2 The Board and the Union agree that they will work cooperatively to provide an educational environment that does not endanger the health, safety, or well-being of the students, staff members and general public and to maintain a safe work place consistent with all legal requirements, including the Illinois School Code and the federal Occupational Safety and Health Act.
- .3 To insure both a safe educational environment and workplace members of the bargaining unit shall bring any unsafe or hazardous conditions to the attention of their immediate supervisor, Building Principal or Superintendent. Under the direction of the Superintendent the Director of Maintenance shall be responsible for investigating any alleged unsafe or hazardous conditions and determining the appropriate action. The administration shall inform the member of the bargaining unit who reported the condition the results of the investigation and what action, if any, was taken to correct the condition.
- .4 Members of the bargaining unit shall work in compliance with the rules, regulations and policies regarding safe work practices consistent with, but not limited to, District, state and federal safety rules and regulations, copies of which will be provided to the employees. The School District shall provide such safety equipment as it requires or as required by law.
- .5 Members of the bargaining unit shall bring to the attention of the Director of Maintenance any tools or equipment which are in need of repair.
- .6 Upon request the Superintendent will meet with a Union representative to discuss safety issues.

7.2 Basis of Employment

The employment of members of the bargaining unit shall be in accordance with the applicable provisions of the Illinois School Code. During the probationary term of employment a member of the bargaining unit may be dismissed without a stated reason. Members of the bargaining unit who have completed the probationary term of employment and are being terminated shall be entitled to due process. Pursuant to the Illinois School Code the Board has the right to decrease the number of educational support staff members employed or to discontinue a particular type of educational

support service, in which event the Board shall follow the requirements set forth in the Illinois School Code.

7.3 **Work Assignment**

It shall be the sole responsibility of the Superintendent and Board to establish the work assignments and work schedules for all employees. Work schedules and assignments may be changed by the Superintendent and Board to meet the needs of the District.

7.4 **Work Year**

The normal work year for full time custodians and maintenance employees shall be all week days during the calendar year exclusive of designated legal holidays. However, the Board shall have the right to determine on an individual basis the work schedule for each custodian or maintenance employee to best meet the needs of the District.

7.5 **Work Day**

- .1 The Board shall have the right to establish a work day on an individual basis to meet the needs of the District. The standard work day for custodians/maintenance employees working first shift shall be eight (8) hours, not including an unpaid lunch period of not less than thirty (30) minutes.
- .2 The standard work day for custodians/maintenance employees working second or third shift shall be eight (8) hours including a paid lunch period of thirty (30) minutes. If the standard work day of the employee extends past 7:00 p.m. it will be considered as second shift and if it extends past 2:00 a.m. it will be considered as third shift, and in both instances the employee will be entitled to a paid lunch period of thirty (30) minutes.
- .3 Members of the bargaining unit called in to work a day shift after working the prior second or third shift will be allowed a minimum of nine (9) hours between the time they got off work and the time they are required to report to work the following day.
- .4 Staff members working six (6) hours or more in a day shall be allowed a duty free lunch break of not less than thirty (30) minutes, which will be a paid lunch period if their shift qualifies as either second or third shift.
- .5 Staff members shall be entitled to two fifteen (15) minute breaks during an eight (8) hour work day, the time of these breaks to be established by the Director of Maintenance.

7.6 **Job Classification and Vacancies**

- .1 There shall be two (2) distinct classifications of job for purposes of RIF, layoff, vacancy and assignment – Custodian and Maintenance
- .2 A vacancy is defined as any newly created permanent position lasting longer than one hundred eighty (180) calendar days or a current position that becomes unfilled.
- .3 When a vacancy occurs the Board shall have ninety (90) days in which to decide if the vacant position is to be filled. If the decision is that the position is to be filled information about the vacant position will be posted for a period of not less than five (5) days. Qualified staff members may apply for any vacancy. Applications shall be in writing to the Superintendent. Vacancies will not be permanently filled until the five (5) day posting period has expired.
- .4 The selection and assignment of personnel for custodial positions shall be the exclusive responsibility of the Superintendent. Maintaining the quality of the educational program shall be the primary consideration followed by the Superintendent in determining staff assignments. If all other factors are substantially equivalent the qualified applicant with the most seniority will be designated to fill the vacancy.
- .5 The selection and assignment of personnel for maintenance positions shall be the exclusive responsibility of the Superintendent.

7.7 **Discipline**

- .1 Discipline may be in the form of a verbal reprimand, written reprimand, suspension with or without pay, and discharge.
- .2 The intent of discipline is to be progressive and corrective in nature and the specific type of discipline implemented will be dependent upon the severity and frequency of the unacceptable behavior.
- .3 The discipline or discharge of a member of the bargaining unit who has completed the required period of probationary employment with the District shall be in accordance with the relevant provisions of the Illinois School Code.
- .4 When a member of the bargaining unit is required to appear before the Board or Superintendent concerning any matter which is disciplinary in nature and could adversely affect the member's terms and conditions of employment, the staff member shall be given prior written notice of at least seventy-two (72) hours of the reasons for such meeting and shall be entitled to have a personal representative of choice in attendance at said meeting.

- .5 A member of the bargaining unit who is suspended without pay or discharged shall have the right to due process, which includes the right to appeal this disciplinary action to the Board of Education. Upon receipt of such appeal the Board shall schedule a meeting at which time the employee may present facts supporting the appeal. The staff member shall have the right to have a personal representative of choice in attendance at the meeting to consider the appeal. The right to due process does not include the right to pursue the disciplinary actions taken under this provision through the grievance procedure contained in this Agreement.

7.8 **Reduction in Staff and Recall Rights**

- .1 If the Board determines it is necessary to have a reduction in staff of members of the bargaining unit the Board shall advise the Union of the contemplated action. Upon request a representative of the Board will meet with the Union to discuss the proposed reduction in staff.
- .2 If the Board determines it is necessary to have a reduction in staff of full time or part time members of the bargaining unit the Board shall first dismiss those full time or part time members in a probationary status. If the reduction in staff is less than all of the full time or part time members in a probationary status the Board shall have the right to retain those probationary employees who best meet the needs of the District.
- .3 If the reduction in staff of members of the bargaining unit includes non-probationary full time or part time employees, the order of such dismissal shall be in inverse order of the member's seniority with the School District.
- .4 Seniority shall mean the amount of continuous service in the District in the job classification of custodian and/or maintenance employee. Continuous service is broken only upon a termination of employment with the School District and includes absences for paid and unpaid leaves of absence. Part-time service to the District shall be prorated based on the normal school year and/or work day.
- .5 If the length of service of members of the bargaining unit within the District shall be equal, preference shall be given by the following priorities: 1) total years of service within the District in all job classifications; 2) total amount experience in public schools in the job classification of custodian or maintenance employee; and, 3) if a tie is unbroken by application of the above criteria, the tie will be broken by drawing of lots.
- .6 Members of the bargaining unit honorably dismissed pursuant to this Article will be advised by certified mail not less than thirty (30) days prior to the effective date of the honorable dismissal.

- .7 Any custodian or maintenance employee honorably dismissed pursuant to this Article shall be eligible for recall, in reverse order of the dismissals, for the remainder of the current school term, for the following school term or within one calendar year from the beginning of the following school term. Failure to respond within twenty (20) days to a notice sent by certified mail to the last address supplied by the member will void recall rights.
- .8 The Board, in consultation with the Union, will establish and maintain a seniority list of all District non-probationary custodians and maintenance employees. The seniority list will reflect the continuous service criteria called for in this Article and shall be made available for review by all members of the bargaining unit within the District by February 1 of each year. Any disagreements with the seniority listing will be made known to the Superintendent by March 1 of each year.
- .9 Members of the bargaining unit who have been honorably dismissed pursuant to this Article shall be given the first right of refusal, by seniority, for any temporary custodian or maintenance jobs for which they are qualified. The terms and conditions of the employment, including the wage rate, will be as established by the Board for the temporary position. The employee will not gain seniority or earn credit for advancement on the wage schedule as the result of accepting employment in a temporary job. Neither the acceptance or rejection of employment in a temporary job will affect the employee's rights to recall to a permanent position should one become available.

7.9 Period of Probation

Support staff employees are required to complete a one (1) year period of probationary employment. The Board of Education is not required to state any reason for the dismissal or demotion of a probationary employee. After completion of the probationary period an employee being dismissed or demoted shall be provided a written statement indicating the reason for the dismissal or demotion and may appeal the dismissal in accordance with section 7.7.5 of this Agreement.

**ARTICLE VIII
LEAVES OF ABSENCE**

8.1 Sick Leave

- .1 Effective July 1st of each school year each member of the bargaining unit qualifying for participation in IMRF employed by the District on a full time basis shall be granted sixteen (16) sick leave days per school year. Members of the bargaining unit employed by the District on a part time basis but still qualifying for participation in IMRF (work a minimum of 600 hours per year) shall be granted sixteen (16) proportional sick leaves days per school year. A proportional

sick leave day will be equal in length to the employee's average regular daily work day. In the initial year of employment members of the bargaining unit employed subsequent to July 1st shall be granted a prorated number of sick leave days.

- .2 The sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. For purposes of this Article immediate family shall be defined as: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles and legal guardians.
- .3 Serious illness is defined as being an illness which an attending physician would designate, if requested, as sufficiently serious to require the presence of the staff member at the bedside.
- .4 Unused sick leave shall accumulate up to a maximum of two hundred fifty seven (257) days, including the sick leave for the current year. The maximum number of sick leave days that may be accumulated in future years will be equal to the maximum number provided to District teachers.
- .5 A day of sick leave shall be equal in length to the employee's regular work day.
- .6 The Board may require a physician's certificate as a basis for pay for personal illness after an absence of three (3) days or as it deems necessary in other cases.
- .7 At the beginning of the school year each member of the bargaining unit shall be furnished a written statement setting forth the amount of sick leave available during the current school year.

8.2 **Personal Leave**

- .1 Each full-time member of the bargaining unit shall be granted two (2) days per year for personal business effective as of the first day of the fiscal year after the employee's date of employment.
- .2 An employee planning to use a personal business leave day shall notify his/her immediate supervisor as early as possible in advance of the leave day, and, except in emergencies, shall be at least two (2) days in advance of the day of the leave.
- .3 Personal leave may not be taken during the first three (3) days of school, the last five (5) days of school, on days when special school programs are scheduled, or on the first working day preceding or following a vacation or holiday, except in emergency and/or other unusual situations as approved by the Superintendent.

- .4 Personal leave days are subject to the availability of any necessary replacement and may not be taken when the employee's absence would create an undue hardship on the School District.
- .5 No more than two (2) members of the bargaining unit may use personal leave on the same day, except in emergency and/or other unusual situations approved by the Superintendent.
- .6 At the employee's option unused personal leave may be used as follows: added to the employee's accumulated sick leave; paid for at the rate of pay for a regular substitute custodian; or accumulate so the staff member will have available a total of three (3) days of personal leave for the following school year. If an employee does not designate the manner in which unused personal leave days are to be accounted for, at the end of the fiscal year unused personal leave days will be added to the employee's accumulated sick leave.

8.3 Jury Duty

Staff members summoned to jury duty when school is in session shall receive full salary during the time the member is on jury duty provided the member pays to the District the fees received for performing jury duty service. The employee is not required to pay to the District such remuneration as mileage allowance, meal allowance or parking. An employee released from jury duty at least two (2) hours prior to the completion of his/her regular work schedule shall be required to return to work in order to receive full salary for that day.

8.4 Military Leave and General Assembly Leave

- .1 Eligible members of the bargaining unit shall be granted military leave of absence pursuant to the applicable provisions of relevant Illinois statutes including the Illinois School Code, 105 ILCS 5/10.20.7b, the Military Leave of Absence Act, 5 ILCS 325, and the Public Employee Armed Service Act, 5 ILCS 330.
- .2 Members of the bargaining unit shall be entitled to the same general assembly leaves of absence as are available to the School District's certified staff members pursuant to the provisions of Illinois statute 105 ILCS 5/24-13.

8.5 School Visitation Leave

Eligible employees shall be granted an unpaid school visitation leave of absence not to exceed eight (8) hours in any school year pursuant to the provisions of Illinois statute 820 ILCS 147/1 et seq. Included in the provisions of this statute is the requirement that this leave is only applicable if the "employee has exhausted all accrued vacation leave, personal leave, compensatory leave and any other leave that may be granted to the employee except sick leave and disability leave."

8.6 Union Leave

Designated representatives of the Union shall be allowed unpaid leave of absence to attend local, state or national conferences or other meetings pertinent to Union matters providing the following conditions are fulfilled:

- .1 The aggregate number of days of union leave shall not exceed three (3) days in any school term or six (6) days in any school year and no one person may use more than one (1) day in any school term or three (3) days in any school year, except in emergency and/or other unusual situations as approved by the Superintendent.
- .2 Except in emergencies a written request for Union leave shall be submitted to the Superintendent at least five (5) days in advance of the absence and shall state the specific purpose of the meeting, the date of the meeting and the name of the custodian/maintenance employee who will attend the meeting.
- .4 No more than one (1) member of the bargaining unit may be absent for Union Leave on the same day. One additional member of the bargaining unit may take union leave on the same day if a substitute is available and approved by the Superintendent.

8.7 Holidays

- .1 Members of the bargaining unit shall be entitled to the following paid holidays if the employee has worked the last scheduled work day preceding the holiday and the first scheduled work day following the holiday.

New Year's Day	Independence Day	Weds. before Thanksgiving
President's Day	Labor Day	Thanksgiving Day
Friday before Easter	Veteran's Day	Day after Thanksgiving
Memorial Day	Columbus Day	Christmas Day
		Christmas Eve

* Note: At the option of the Board Lincoln's Birthday may be substituted for President's Day.

- .2 If school is not in session members of the bargaining unit may take the following days as unpaid holidays providing the employee has worked the last scheduled work day preceding the holiday and the first scheduled work day following the holiday.

Casmir Pulaski Day

If the Board of Education authorizes those District support staff employees who are not members of the bargaining unit to have any of the above designated days

as a holiday with pay, members of the bargaining unit will also be entitled to that day as a paid holiday.

- .3 If a Martin Luther King, Jr. holiday is a day off for the school district, employees will be paid for the holiday. However, at the sole discretion of the Board employees may be required to work in lieu of receiving a day off. If a member of the bargaining unit is required to work in lieu of a day off for a holiday the employee shall be paid at their regular rate of pay for hours worked in addition to their regular pay for the holiday.
- .4 If a paid holiday falls on a Saturday or Sunday, the holiday will be granted on the preceding Friday or on the following Monday as determined by the Superintendent. However, at the sole discretion of the Board the employee may be required to work in lieu of receiving a day off. If a member of the bargaining unit is required to work in lieu of a day off for a holiday the employee shall be paid at their regular rate of pay for hours worked in addition to their regular pay for the holiday.
- .5 In emergency situations members of the bargaining unit may be required to work on a paid or unpaid holiday to insure the continued operation and maintenance of District facilities or property. If a member of the bargaining unit is required to work on a paid holiday the employee shall be paid at their regular rate of pay for hours worked in addition to their regular pay for the holiday.

8.8 Vacations

- .1 Members of the bargaining unit employed a minimum of twenty (20) hours per week on a twelve month basis shall be entitled to an annual vacation with pay as follows:

After one (1) year of continuous employment:	one (1) week
After two (2) years of continuous employment:	two (2) weeks
After ten (10) years of continuous employment:	three (3) weeks
After twenty (20) years of continuous employment:	four (4) weeks
- .2 Pay for vacation days for employees working less than forty (40) hours per week shall be based on the employee's average number of hours worked per week during the most recent vacation accrual year. (i.e. an employee who worked an average of twenty (20) hours per week during the most recent vacation accrual year would be paid for four (4) hours for each vacation day.)
- .3 Vacation days do not accumulate from year-to-year and vacation days earned in one fiscal year, July 1 through June 30, must be used by the end of the following fiscal year.

- .4 Vacation must have the approval of the Superintendent and should be scheduled for times when the operation of the School District is least affected.

**ARTICLE IX
COMPENSATION AND BENEFITS**

9.1 Compensation

Members of the bargaining unit shall be paid for only those hours which they work, including authorized breaks, approved paid leaves of absence and authorized holidays and vacations. Employees shall be entitled to two fifteen (15) minute breaks during an eight (8) work day, the times of these breaks to be established by the Director of Maintenance. Employees working second and third shifts will be permitted a thirty (30) minute paid lunch period. Employees shall not be paid for school emergency days, except that employees assigned to work on school emergency days will be paid if they work these days.

- .1 **Call-Out:** An employee required to report to work in an emergency shall be paid for all hours worked, but not less than a minimum of one (1) hour.
- .2 **Building Checks:** Employees required to check buildings shall be paid for all hours worked, but not less than:
 - a. One (1) hour for checking one (1) or two (2) buildings.
 - b. Two (2) hours for checking three (3) or four (4) buildings.
 - c. Three (3) hours for checking five (5) or more buildings.
 - d. When an employee utilizes his personal vehicle in the checking of more than one building the employee will be reimbursed in accordance with the rate set forth in provision 9.3 for the total miles traveled less the miles to and from the employee's residence to the building being checked which is closest to the employee's residence.
- .3 **Overtime:** Any work beyond forty (40) hours paid per week will be compensated at the rate of one and one-half (150%) of the employee's regular rate of pay. The forty (40) hours paid per week includes hours for which the employee was paid for sick leave, personal leave, holidays, and vacations.
- .4 **Overtime Assignment:** The following procedure will be followed in the assignment of overtime work
 - a. Full time members of the bargaining unit will be allowed to work all required overtime in the building/work area to which they are assigned. In those instances in which the overtime requirement cannot be met by the full time members of the bargaining unit assigned to that building/ work area the overtime will be made available on a seniority basis to full time members of the bargaining unit assigned to other buildings/work areas.

- b. Newly employed full time members of the bargaining unit will be contacted by a Union representative to determine if they want their names added to the overtime seniority list. The Union representative will inform the Building Maintenance Supervisor of the names of those newly employed full members to be added to the overtime seniority list.

9.2 Insurance

- .1 The Board shall make available to qualifying members of the bargaining unit health, major medical and term life insurance. In each year of this Agreement for those employees participating in the group health insurance program the District will contribute towards the employee's cost of this insurance the same amount the District contributes towards the monthly premium of a certified staff member in the same insurance classification of individual, individual plus one and full family coverage. Yearly changes in the amount of the District's contribution shall be effective as of the beginning of each school term in which this Agreement is in force. It is recognized that if negotiations with the certified staff have not been completed the amount of the District's contribution may not be known by the beginning of a school term, in which event the District will continue with the current contribution and when the correct amount is established through negotiations with the certified staff the District will make an adjustment in the monthly contribution retroactive to the beginning of the school term.
- .2 If both spouses are employed by the District and are eligible for participation in the group insurance program the Board will contribute the individual contribution amount for each employee toward the cost of full family insurance.
- .3 Prior to any change in coverage or carrier of this group health insurance the Association will be allowed to make recommendations to the Board concerning these changes.

9.3 Mileage

Members of the bargaining unit required by the District to use their personal vehicles in the course of their employment shall receive a rate of mileage reimbursement that is equal to the reimbursement rate for certified staff members.

9.4 Pay Dates

Members of the bargaining unit shall be paid twice a month, on the fifteenth (15th) and last day of each month, except that if pay day falls on a weekend or holiday the pay day will be on the first subsequent business day.

9.5 Retirement Bonus

.1 Eligibility

An IBEW 702 union member (“the Member”) is eligible for this retirement incentive when the Member is:

- a. A contributing member of IMRF and ineligible for the teachers’ retirement incentive; and
- b. Has completed at least fifteen (15) consecutive years of IMRF creditable service to the Flora CUSD No. 35 (“the District”).

Eligibility requirements are for the year retirement becomes effective NOT the year the irrevocable letter of retirement is submitted.

.2 Changes in Circumstances or Rules

The Board of Education of District (“the Board”), in its sole and exclusive discretion, may allow the Member to rescind his/her letter of retirement because of serious illness or life changing circumstances, provided the Member returns to Board any earnings paid to the Member in excess of the amount the Member would otherwise have received under the salary schedule for such year in which the earnings were paid.

If legislation is enacted and/or IMRF rules and regulations are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be reopened for negotiations. *Status quo* in the event of a failure to reach agreement shall not be interpreted to cost the district any penalty or excess contribution to IMRF.

.3 Incentive

If an eligible Member gives the Board an irrevocable letter of retirement prior to July 1 stating that he/she shall retire at the end of the next school year, the Member will be removed from the salary schedule and for the final year of employment the member’s earnings shall be increased by six percent (6%) over the Member’s earnings for the prior year of employment, excluding any overtime paid during that period. By being removed from the salary schedule, the Member shall be paid at the same rate as the year prior to entering into the incentive period for the entire duration of the incentive period, and the earnings increase/enhancement shall be paid in one lump sum (subject to standard deductions) on or before June 30 of the last year of the employee’s employment.

.4 Intentions

By being removed from the salary schedule, the Member shall be paid at the same rate as the year prior to entering into the incentive period for the entire duration of the incentive period, and the earnings increase/enhancement shall be paid in one lump sum (subject to standard deductions) on or before June 30 of the last year of the employee's employment.

Example: The member's prior year earnings (excluding overtime) were \$40,000.00. The member's final year earnings will be enhanced by a total of \$2,400.00 (i.e. \$40,000.00 x 1.06 = \$42,400.00), and otherwise will be paid the same rate as the prior year.

**ARTICLE X
EFFECT OF AGREEMENT**

10.1 Complete Understanding

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

10.2 Savings Clause

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

10.3 No Strike

.1 During the term of this Agreement and any extension thereof, no employee covered by this Agreement shall ever or at any time engage in any strike, slowdown or other refusal to render full and complete services to the Board or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District. Further, during the term of this Agreement and any extension thereof neither the Union, its officers nor its agents shall instigate, support or engage in a strike, slowdown or other concerted refusal to render full and complete services nor a concerted effort to disrupt the operation of the School District.

.2 The Union, its officers and agents shall not support any employee covered by this contract who is in violation of this provision.

.3 The Board retains its rights to seek legal or administrative relief from any violation of this provision.

10.4 Waiver of Additional Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice or custom to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

10.5 Term of Agreement

This Agreement shall be effective July 1, 2020 and shall continue in effect until June 30, 2025.

This Agreement is signed this day of _____, 2020.

IN WITNESS WHEREOF:

**For the International Brotherhood
of Electrical Workers, Local 702**

**For the Board of Education,
Flora Community Unit School
District No. 35**

Business Manager

President

Business Representative

Secretary

APPENDIX A

FLORA COMMUNITY UNIT SCHOOL DISTRICT NO. 35

Custodian and Maintenance Employee Wages

NOTES:

1. All wage increases are effective as of July 1st of each year. The wage increases for the 2020-2025 contract for all custodians will be as follows:

2020-2021 -- \$0.60
2021-2022 -- \$1.00
2022-2023 -- \$1.00
2023-2024 -- \$1.00
2024-2025 -- \$1.00
2. All maintenance employees begin at maintenance base for 2018-2019, and shall be subject for a calendar year to the Period of Probation denoted in 7.9 and 1.3.9 of the collective bargaining agreement.
3. Lead custodians shall be paid an additional \$.50 per hour. Lead custodians are those custodians who direct and supervise other custodians.
4. The beginning wage rate for new custodian employees shall be determined by the Board of Education based upon the qualifications and experience of the applicants but in no event will the wage rate be less than the wage rate of a beginning employee or more than the wage rate for an employee who has completed six (6) years of employment with the School District as set forth on this wage schedule.
5. Increases for maintenance employees will be at \$0.95 for 2020-2021, and \$1.01 for 2021-2022. For 2022-2023 school year, all new maintenance employees will begin at the maintenance classification base wage rate of \$17.84/hour. The beginning wage rate for new maintenance employees shall be determined by the Board of Education based upon the qualifications and experience of the applicants but in no event will the wage rate be less than the wage rate of a beginning employee or more than the wage rate for a maintenance employee who has the most amount of service with the School District as set forth on this wage schedule. Increases for employed staff will be at \$1.07 for 2022-2023, and \$1.21 for 2023-2024, increases will be \$1.41 for 2024-2025 per hour for employees already employed during the prior year.