

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**JOHNSTON CITY COMMUNITY UNIT SCHOOL DISTRICT NUMBER 1
(CUSTODIANS)**



AND

**THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, THE
SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL
AND
LABORERS' LOCAL UNION 773**



DURATION: OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2024

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1

PARTIES TO AGREEMENT

This Collective Bargaining Agreement is made and entered into by and between Johnston City Community Unit School District No.1, Williamson County, Illinois, (hereinafter referred to as the "School District") and The Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council and Laborers' Local 773, (hereinafter referred to as the "Union").

ARTICLE 2

AREA AND EMPLOYEES COVERED

All of the full-time custodial employees employed by the Johnston City Community Unit

School District No.1. Current full-time employees will work a twelve (12) month schedules.

ARTICLE 3

WAGE RATE AND PAY PERIODS

Beginning October 1, 2022, the hourly base rate shall be twenty-four dollars and forty-six cents (\$24.46) per hour and effective October 1, 2023, the hourly base rate shall be twenty-four dollars and eighty-one cents (\$24.81) per hour. Shift differential is twenty (\$0.20) cents for 2nd shift and thirty (\$0.30) cents for 3rd shift. The Employer shall pay the following to full time employees for longevity pay:

Years of service	\$ per year
5	\$350.00
10	\$500.00
15	\$650.00
20	\$800.00

The rate of pay for new employees shall be as follows: seventy percent (70%) of base rate for the first year; eighty percent (80%) of base rate for the second year; ninety percent (90%) of base rate for the third year; and one hundred percent (100%) of base rate for the fourth year

ARTICLE 4

RECOGNITION AND UNION SECURITY

All dues, initiation fees and assessments levied by the Union on the employees covered by this Agreement shall be checked-off from the wages of such employees twice each month, except delinquent dues and initiation fees shall be checked-off bimonthly and remitted by the Board to the Secretary/Treasurer of said Local Union. The check-off, however, is to apply only to such employees covered by this Agreement who authorize the Board in writing to so check-off. If an employee(s) should at any time contend that the Board acted wrongfully or illegally in making a check-off for dues, initiation fees or assessments, the Union will defend and protect the Board against expenses, repayments or losses on account of such contention. The Check-Off Authorization and Assignment Form will be provided to the employee by the Union.

ARTICLE 5

WORKWEEK AND OVERTIME PAY

Workweek: The workweek shall consist of forty (40) hours per week. A workweek shall consist of five (5) consecutive days and such five (5) consecutive days will normally commence on Monday and end on Friday of that week. All work in excess of eight (8) hours in any one days shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the regular rate; and all work in excess of forty (40) hours during the prescribed workweek shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the regular rate.

Overtime Work: No employee shall refuse to work overtime when assigned to do such work, unless such employee shall be unavailable for such work by reason of absence due to sick leave, vacation, or personal leave. All overtime work must be offered to the building custodian by "building seniority" before any substitute is contacted.

Assigned Work Shifts: Regular work shifts will be established for all custodians by the Director of Maintenance in consultation with the building principal. The employer may assign and direct any employee to work an eight (8) hour period during any nine (9) consecutive hours within a twelve (12) hour shift without the encumbrance or obligation upon the part of the employer to pay said employee any overtime pay or extra pay by reason of said eight (8) hours of work during said day.

When a shift becomes temporarily open, or on a student non-attendance day, the shift will be offered to the custodian(s) within the building, (by seniority), prior to calling a substitute. On student non-attendance days, the 2nd and 3rd shift custodians will be allowed to workday shift only if there is no building activity scheduled during the 2nd and 3rd shifts.

When a major special event is held at a school, a custodian will be called to work, and the District may at its option, call in a substitute custodian to assist the shift custodian as needed. Major special events are such functions as spelling bees, chili suppers, ballgames or tournaments, band contests, twirler contests, etc. The amount of time that the custodian and/or substitute custodian will work in conjunction with the event will be decided by the Director of Maintenance and/or Principal. A minimum of one hour will be in effect for the shift custodian. The intent of this section is to allow the District to call in extra help at high volume events. It is not intended

to reduce the amount of straight time or overtime currently enjoyed by the members of the bargaining unit.

ARTICLE 6 **HOLIDAYS**

Holidays recognized under this Agreement are:

New Year's Day	Juneteenth
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
One day in Spring Break as agreed with the building principal.	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
July Fourth	Christmas Day
Labor Day	
Election Day (only if school is closed for the day)	

During the school year, the custodians shall receive one additional holiday during the Christmas vacation and one during the Easter vacation period when school is not in session. The custodians shall receive straight time pay for holidays that fall on Saturday and Sunday, but if school is not in session either before or after said weekend the custodians shall receive the time off instead of straight time pay.

ARTICLE 7 **SICK LEAVE**

All employees shall be credited with eighteen (18) days of sick leave for each year worked. Sick leave shall be accumulated to two hundred twenty-five (225) days. Sick leave shall be interpreted to mean personal illness or illness in the immediate family. The immediate family, for purposes of this Agreement, shall include parents, spouse, brothers, sisters, children, son-in-law, daughter-in-law, brothers-in-law, sisters-in-law, grandparents, grandchildren, legal guardian, mother-in-law, father-in-law, aunts, and uncles.

At the end of each school year, any employee whose sick leave accumulation exceeds two hundred twenty-five (225) days shall be paid for all days in excess of two hundred twenty five (225) days at the rate of fifty five percent (55%) of the employee's daily rate per day. The check shall be issued to the employee by July 30th. It shall be a separate check. At the time of retirement or termination, all accumulated days will be paid to the employee at the same rate as stipulated above.

ARTICLE 8

VACATIONS

All full-time employees shall be credited July 1st of each year the number of days they would have accrued on the next anniversary of employment with the Board, in accordance with the following schedule:

1 year of service	1-week paid vacation
2 years of service	2 weeks paid vacation
6 years of service	3 weeks paid vacation
10 years of service	4 weeks paid vacation
15 years of service	4 weeks plus 3 days paid vacation
20 years of service	5 weeks paid vacation

Unused vacation days, up to a maximum of 30, shall roll over to the next year, except as follows: If an employee chooses to sell back vacation days (to their cap) at their current rate of pay, they must take five (5) days' vacation within that year or it will be forfeited ("Use it or Lose it"). Current employees having a balance above the thirty (30) day cap, (effective 6/30/2016), shall be allowed to have that balance as their cap.

Vacation days may be used separately or taken in blocks and taken anytime during the school year. When vacation days are used separately, written advanced notice for a vacation day shall be submitted as soon as possible to the Superintendent.

Employees shall give to the Superintendent at least five (5) working days' notice of their request for vacation days when used in block format.

ARTICLE 9

PERSONAL AND FUNERAL LEAVE

Each employee shall be entitled to four (4) personal days per year with full pay and employees shall be allowed to convert the unused personal leave days to the sick leave accrual days. Prior approval of the employee's supervisor must be obtained before such leave is granted on good cause shown.

Each employee shall be granted three (3) funeral leave days per school year with full pay for death in the immediate family. The immediate family, for purposes of this Agreement, shall include parents, spouse, brothers, sisters, children, son-in-law, daughter-in-law, brothers-in-law, sisters-in-law, grandparents, grandchildren, legal guardian, mother-in-law, father-in-law, aunts and uncles.

ARTICLE 10
JOB BIDDING

All new full time custodial jobs and/or custodial vacancies shall be posted for one week within ten (10) working days of the vacancy. Employees not working will be notified by registered mail. The School District will then award the job to the employee with the most seniority. All new positions and/or vacancies will be filled within ninety (90) days of the vacancy.

ARTICLE 11
TOOLS AND EQUIPMENT

The employees shall not be required to furnish any tools or equipment for performance of their work.

ARTICLE 12
PROBATIONARY PERIOD

New full time employees hired after the signing of this Agreement will work a one (1) year probationary period with quarterly evaluations. Vacation and additional leave will accrue from the employee's full time original hiring date. For Rate of Pay, refer to Article 3.

All employees will be required to take a physical examination as well as a "Fit to Work" evaluation which will be paid for by the school district. Employment will be pending upon passing of the examination and evaluation.

ARTICLE 13
HEALTH INSURANCE

For employees hired prior to October 1, 2016, the School District will pay one hundred percent (100%) of the single employee's health insurance coverage or fifty percent (50%) of the family health insurance coverage.

For employees hired after October 1, 2016, the School District will pay up to Six hundred-fifty dollars (\$650.00) per month toward any District health insurance premium.

The Union shall be invited to send representatives to any informational meeting concerning employee insurance benefits.

ARTICLE 14
DISCHARGE OF EMPLOYEES

Employees who have served their probationary period shall be discharged only for good and sufficient reason, without limitation to the generality of the foregoing. Dishonesty, continued lateness, absenteeism, insubordination, violation of rules, incompetence,

neglect of duty, fighting and/or intoxication, etc., shall be considered good and sufficient reason.

ARTICLE 15

GRIEVANCE PROCEDURE

Steward - The Business Manager of the Local Union shall appoint a Steward who shall assist an employee in presenting a grievance to the employee's supervisor. The Steward shall be the recognized Representative of the Union during work hours and shall be subject to the same terms and conditions of employment as any other employee.

- A. Any claim by an employee or the Union, with written consent of an employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.
- B. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all weekdays.

Procedures - The parties hereto acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. At any step in the following procedures, when requested by the employee, a Union representative may accompany the employee to assist in the formal or informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

- A. The employee may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting; the grievant shall be provided with the supervisor's written response, including the reasons for the decision.
- B. If the grievance is not resolved at Step A, then the grievant may refer the grievance to the Superintendent or his official designee within six (6) days after receipt of the Step A answer or within eight (8) days after the Step A meeting, whichever is the latter. The Superintendent shall arrange for a meeting to take place with the grievant within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors, as each deems necessary. Within four (4) days of the meeting, the grievant shall be provided with the Superintendent's written response, including the reasons for the decision.
- C. Final Step of the Grievance Procedures - If the Union is not satisfied with the disposition of the grievance at Steps A and B or the time limits expire

without the issuance of the Superintendent's reply, the Union may refer the grievance to the Illinois Department of Labor.

1. The Arbitrator shall have no power to alter the terms of this Agreement.
2. The Arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.

Bypass to Superintendent - If the grievant and the Superintendent agree, Step A or B of the grievance procedure may be bypassed, and the grievance brought directly to Step B or C.

Bypass to Arbitration - If the Superintendent and grievant agree, a grievance may be submitted directly to Step C.

Grievance Withdrawal - A grievance may be withdrawn at any level without establishing precedent.

Costs of Arbitrator - Each party shall bear the full costs for its representation in the arbitration. The costs of the arbitrator shall be divided equally between the parties.

ARTICLE 16

STRIKES OR PICKETING

The employees agree not to engage in any strike, slowdown, work stoppage, or other concerted refusal to render full and complete service to the School District, during the life of this Agreement. It is further agreed that after the termination date of this Agreement, employees will not engage in any strike, slowdown or work stoppage, or picketing, or related type activity within the geographic boundaries of the School District so long as the School District and Local Union named herein continue bargaining in good faith for an agreement between the parties to replace the agreement in question, or parts thereof as may be negotiated.

ARTICLE 17

STEWARDS

After a meeting with the membership to vote, the Business Manager of the Local Union shall appoint one (1) or two (2) of its members to act as Stewards. The Stewards shall be subject to the same terms and conditions of employment as any other employee and shall be an employee who is subject to the terms and conditions of this Agreement. The Stewards shall not be discriminated against because of their activities as Stewards in accordance with this Agreement. The Stewards may assist any employee covered by this Agreement in presenting a grievance in accordance with the provisions of this Collective

Bargaining Agreement. The Stewards shall not conduct their activities as Stewards while performing services as employees on behalf of the School District as provided in this Agreement unless the Stewards shall be required to perform their duties by reason of the request of any duly authorized representative of the School District in which event the Stewards shall not suffer any loss of pay by reason of their activities as such Stewards.

ARTICLE 18 **I.M.R.F.**

All employees, as well as the Employer, must participate in the Illinois Municipal Retirement Fund, according to state mandate. The District shall pay in lieu of the employee; the 4.5% employee share of I.M.R.F.

ARTICLE 19 **UNIFORMS**

The custodian will wear uniform shirts and/or pants if provided by the District at no cost to the employee.

ARTICLE 20 **SUB-CONTRACTING**

There will be no sub-contracting out of bargaining unit positions for the length of this Agreement.

ARTICLE 21 **GENDER CLAUSE**

The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 22 **LABORERS POLITICAL LEAUGE**

If any employee so desires, and upon written authorization, the Employer shall deduct from wages an LPL contribution. Such contribution shall be sent to the Midwest Region Laborers' Political League each month.

ARTICLE 23
SEVERANCE PAY

Upon a full time employee's honorable termination of employment, he shall receive severance pay of four hundred dollars (\$400.00) for each year of service up to a maximum of nine thousand dollars (\$9,000.00) at twenty (20) years of service and two hundred dollars (\$200.00) for each additional year of service up to a maximum of eleven thousand dollars (\$11,000.00) at thirty (30) years of service.

ARTICLE 24
DURATION OF CONTRACT

This Agreement shall be in full force and effect from the 1st day of October 2022, until the 30th day of September 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

FOR THE EMPLOYER:
Johnston City Community Unit
School District No. 1

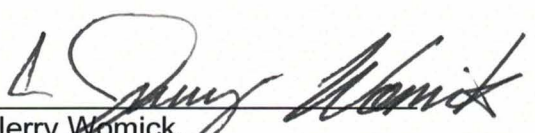

Chris Cullum, Board President

Date: 7-27-22


Greg Smiley, Board Secretary

Date: 7-21-22

FOR THE UNION:
Laborers' Local 773


Jerry Womick,
Business Manager

Date: 7/7/22

Southern and Central Illinois
Laborers' District Council


Matt Smith, Trustee

Date: 7/6/22