

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**JOHNSTON CITY COMMUNITY UNIT SCHOOL DISTRICT NUMBER 1
(ADMINISTRATIVE AND CLERICAL)**

AND

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



DURATION: August 1, 2016 THROUGH July 31, 2019

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1 PARTIES TO THE AGREEMENT

This Collective Bargaining Agreement is entered into by and between the Johnston City School Board (hereinafter referred to as the "Board") and The Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council and Laborers' Local Union 773 (hereinafter referred to as the "Union"), acting pursuant to law as the exclusive bargaining agency for the employees covered by the Agreement.

ARTICLE 2 AREA AND EMPLOYEES COVERED

Employees covered include: all bookkeepers, assistant bookkeepers, unit secretary, treasurer, building secretaries and clerical aides employed by the Johnston City Community Unit School District Number 1.

Job classifications of Bargaining Unit members include: Unit Bookkeeper, Unit Secretary, Building Secretaries, District Clerical Aide, and District Treasurer (when current treasurer no longer holds this position, then this position will no longer be a bargaining unit member).

All job classifications listed above are on a twelve (12) month work schedule, except the HS/Washington School Split Secretary who works an eleven (11) month work schedule and the Lincoln School Secretary who works a ten and one half (10.5) month work schedule.

ARTICLE 3 RECOGNITION AND UNION SECURITY

Within the limits provided by the Laws of Illinois, the Board recognizes the Laborers' International Union of North America as the sole and exclusive Bargaining Representative for the employees covered by this Agreement.

It shall be a condition of employment that all present employees who are or become members of the Union shall remain members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute her fair share for representation upon the completion of the probationary period.

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

**ARTICLE 4
DUES CHECK OFF**

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 bi-monthly 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**

The work day shall follow the JCCUSD #1 calendar and shall be as follows:
Employees of this bargaining unit shall work 7:30 am to 4:00 pm with 30 minutes for lunch.

Summer hours will be in effect beginning the first full day of the first full week following the last day of school and continue until the two full weeks before the first day of school. All offices will be closed on Friday during this time.

On days when school has been dismissed early, the employees covered by this Agreement shall be dismissed at 3:00 p.m..

Employees shall be compensated at a rate of one and one-half (1 1/2) times their regular rate of pay for work in excess of eight (8) hours in a workday or forty (40) hours in a workweek. Any exception to this must be pre-approved by the Superintendent.

**ARTICLE 6
HOLIDAYS, SICK LEAVE, PERSONAL DAYS, FUNERAL LEAVE, PARENTAL
LEAVE, RELEASE TIME, SNOW DAYS AND EMERGENCY DAYS**

Holidays - The holidays recognized under this Agreement shall be those which the Board recognizes in its annual school calendar, including July 4th.

Sick Leave – Each employee, who works a 12 month schedule, (others will be prorated by work schedule) shall be entitled to eighteen (18) sick leave days per school year without loss of pay. Sick leave shall accumulate to a maximum of two hundred twenty-five (225) days per employee. Sick leave shall be interpreted to mean personal illness

(including pregnancy related disability or illness) or death in the immediate family or household. The immediate family for purposes of this Article shall include: parents, spouse, brothers, sisters, children, parents-in-law, brothers-in-law, sisters-in-law, grandparents, grandchildren, or any other person living within the household and legal guardians. Each employee shall receive an annual accounting of their total unused sick leave no later than the first pay period in each school year.

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 days (225) at the rate of fifty per cent (50%) 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. Upon an honorable dismissal or a *bona fide* retirement from the District, all accumulated days not used for IMRF retirement credit will be paid to the employee at the same rate as stipulated above.

Personal Leave – At the beginning of each school year, each employee, who works a 12 month schedule, (others will be prorated by work schedule) shall be credited with five (5) days to be used for personal reasons. These five (5) days shall be used in any combination from one-half (1/2) day to the full five (5) days. A personal day may be used for any purpose at the discretion of the employee and shall be without loss of pay.

Except in the case of emergency, written advanced notification of the necessity for personal leave shall be submitted as soon as possible to the employee's Principal or designee. Any unused personal leave shall accumulate as sick leave.

Release Time – The Chief Steward of Laborers' Local 773 shall, at the beginning of each school year, be granted up to two (2) days of release time per year for her use only for the purpose of attending local, state or national conventions and/or conferences.

Funeral Leave – In addition to sick leave, each employee, who works a 12 month schedule, (others will be prorated by work schedule) shall be granted three (3) funeral leave days at full pay for a death in the immediate family. Family for this section includes: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts, uncles and legal guardians step children, niece, nephew, cousin or any other person living in the household.

Parental Leave of Absence – A parental leave of absence shall be granted to an employee for the purpose of childbearing and/or child rearing as follows:

1. An employee who is pregnant may continue in active employment as late into her pregnancy as she and her doctor deem advisable. She may return to active employment under the same conditions, if she so desires. All or any portion of leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be charged to her

available sick leave. A statement from the employee's physician will certify she will be unable to work due to her pregnancy condition after said date. Said employee will be eligible for sick pay during that period.

An employee who is pregnant and submits medical certification by her treating physician that the state of her health will be jeopardized by continued employment shall be entitled upon request to a leave to begin at the time between the commencement of her pregnancy and one (1) year after a child is born to her. Said employee shall notify the Superintendent in writing of her desire to take such leave and except in case of emergency, shall give notice at least thirty (30) days prior to the date on which her leave is to begin. She may be required by the Board to submit either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child whichever is applicable.

2. An employee adopting a child shall be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

An employee who is granted a parental leave of absence pursuant to Section 1 above shall have the following rights:

- A. An employee shall be allowed to return to work in the same position she held before taking a parental leave, providing the return to active employment is not more than one (1) calendar year from the beginning of the leave.
- B. While on parental leave an employee shall have the option to continue to remain an active participant in all district fringe benefit programs, providing the return to active employment is not more than one (1) calendar year from the beginning of the leave.

Snow Days/Emergency Days – On days when school is not in session due to inclement weather or other emergencies these employees will not be required to report to work without loss of pay, excluding days when teachers are required to be in attendance. At the request of the immediate supervisor, office employees may be required to report for emergency work and shall be compensated at the overtime rate.

ARTICLE 7 BREAKS

An employee shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

**ARTICLE 8
JURY DUTY**

The Board shall pay the regular salary to employees called to jury duty or subpoenaed to appear before legal and administrative review panels as witnesses, provided the per diem received is turned into the Unit Office. Employees subpoenaed shall provide a copy of the subpoena to the Unit Office.

**ARTICLE 9
VACATIONS**

A 12 month employee shall be credited with vacation in accordance with the following schedule based on their full time hire date:

- After 12 months service..... five (5) days paid vacation.

On July 1st of each year, the number of days the employee (FT-12 month) would have accrued on their next anniversary of employment with the Board in accordance with the following schedule:

- Three (3) years of service.....ten (10) days paid vacation.
- Five (5) years of service.....twelve (12) days paid vacation.
- Six (6) years of service.....fifteen (15) days paid vacation.
- Ten (10) years of servicetwenty (20) days paid vacation.
- Fifteen (15) years of servicetwenty-three (23) days paid vacation.
- Twenty (20) years of servicetwenty-five (25) days paid vacation.
- Twenty-five (25) years of service....twenty-eight (28) days 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 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 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. When vacation days are used separately, written advance 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 10 GRIEVANCE PROCEDURE

Steward – The Business Manager 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 working hours and shall be subject to the same terms and conditions of employment as any other employee.

Grievance – Any claim by an employee or the Union, with written consent of an employee(s) that there has been a violation, misrepresentation or misapplication of the terms of this Agreement shall be a grievance.

Time Limits – 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 her 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. Immediate Supervisor. The employee may present the grievance in writing to the immediately involved supervisor within ten (10) days of the occurrence, who will arrange for a meeting to take place within five (5) 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. Superintendent. If the grievance is not resolved at Step A then the grievant may refer the grievance to the Superintendent or the official designee within five (5) days after receipt of the Step A answer or within ten (10) days after the Step A meeting, whichever is later. 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 five (5) days of the meeting the grievant shall be provided with the Superintendent’s written response including the reasons for the decision.
- C. Arbitration. If the Union is not satisfied with the disposition of the grievance at Step A and B or the time limits expire without the issuance of the Superintendent’s reply; the Union may within 30 days refer the grievance to the Federal Mediation and Conciliation Service (FMCS), or another agency as mutually agreed upon.

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/she 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 a precedent.

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

ARTICLE 11 IMRF

All Employees as well as the employer must participate in the Illinois Municipal Retirement Fund according to the state mandate. The District shall pay in lieu of the employee the 4.5% employee share of IMRF. During the term of this Agreement, the Board of Education will also pay in lieu of the employee, the first increase (if any) in the required IMRF contribution.

ARTICLE 12 HEALTH AND WELFARE

The Board shall pay the health and welfare contribution the same as it pays for certified employees. If the carrier or coverage is to be changed, then one (1) member shall represent this bargaining unit.

ARTICLE 13 CREDIT UNION

Deductions for investments are to be sent to Southern Illinois University Credit Union upon written authorization by the employee. The authorization form should contain the individual's account number, amount to be deducted each period, the beginning and ending days for the deduction to be sent and the signature of the employee authorizing such deduction.

ARTICLE 14 TRAINING

Employees who are members of this bargaining unit will be trained in office software appropriate and applicable to their job duties. When the School District is required by the State to perform new and additional duties that require new training of its employees, the training cost shall be paid by the Johnston City School District.

ARTICLE 15 SENIORITY

Seniority will exist from the date the employee is hired. Any vacancies or job changes shall be posted for one (1) week within ten (10) working days of the vacancy or job change. Once the position has been awarded, the employee shall be moved into their new position within twenty (20) working days of the award. Seniority shall be the determining factor for promotion, advancements, vacancies, overtime, lay-offs and re-employments within this bargaining unit, with the exception of the District Treasurer, Unit Bookkeeper and Unit Secretary.

The Board of Education shall set qualifications for any new bargaining unit member employed after December 1, 1999 with the development of job qualifications being agreed upon by the Board and Union.

District Treasurer: In the District Treasurer position, qualifications along with seniority shall be the determining factor. In the event more than one employee bids on the District Treasurer position and qualifications are equal, then seniority shall be the determining factor. If no bargaining unit employees bid on the District Treasurer vacancy or a bargaining unit employee is not qualified to assume the District Treasurer vacancy then the Employer shall have the right to fill the position outside the bargaining unit.

Unit Bookkeeper and Unit Secretary: In the Unit Bookkeeper and Unit Secretary Positions, qualifications (Associates Degree in related field and three (3) years experience in related position) along with seniority shall be the determining factor for selection. Any current employee who is newly hired into the position of "Unit Bookkeeper" or "Unit Secretary" - including any current or existing District employee who transfers to the position by way of seniority - shall be subject to a three (3) month probationary period for the position of "Unit Secretary" and one year probationary period for the position of "Unit Bookkeeper" with quarterly evaluations to check progress as provided in Article 18, and employment in the position beyond the probationary period will be dependent upon satisfactory performance during the probationary period.

For purposes of this subsection, the 3-month or one year probationary period including an increase in salary associated with an employee's transfer to a new position shall become effective beginning the day after bidding closes for the position that the

employee transferred from. The probationary period during which time the employee's performance will be closely monitored for "satisfactory performance" and continued retention in the new position will begin the day after the position that the employee transferred from is actually filled. (This allows the employee's probationary performance to be judged on the period of time after the previous spot is filled, and the employee's full concentration is on the new job.)

Vacation (refer to Article 2 and 9) and additional leaves (Refer to Article 2 and 6) will accrue from the employee's original hiring date. No individual employed as the "Unit Bookkeeper" shall simultaneously hold the position of "District Treasurer." The Seniority List is attached as Appendix "A".

ARTICLE 16 SEVERANCE PAY

Upon a full time employee's honorable termination of employment the Employee shall receive severance pay of five hundred and fifty (\$550.00) dollars for each year of service up to a maximum of eleven (\$11,000.00) thousand dollars.

ARTICLE 17 TERMINATION OF EMPLOYMENT

Employment with the District may be terminated in any of the following manners:

- involuntary dismissal of employee for cause;
- honorable dismissal of the employee due to reduction in force ("RIF");
- resignation by employee, which shall require written notice by the employee to the Board not less than thirty (30) days prior to the intended date of the separation; or
- mutual agreement of the parties under any other circumstances.

Note: for the purposes of this Agreement the "matters of termination" listed in Article 17 do not necessarily define the "termination" for receiving severance pay indicated in Article 16. Severance under Article 16 shall be available upon honorable dismissal from the District or *bona fide* retirement from the District.

Furthermore if an employee is subject to an honorable dismissal due to reduction in force RIF (re: Article 17) and receives severance (re: Article 16) and if that employee is reinstated she shall retain seniority and its benefits; however, future severance will be calculated from the date of reinstatement.

**ARTICLE 18
PROBATIONARY PERIOD**

New employees will work a one (1) year probationary period with quarterly evaluations. Vacation (See Article 2 and 9) and additional leave (See Article 2 and 6) will accrue from the employee's original hiring date.

All new employees will be required to take a physical examination paid for by the employee. Contract employment beyond the probationary period will be dependent upon satisfactory performance and the passing of the physical exam.

**ARTICLE 19
SAVINGS CLAUSE**

If any court shall hold any provision of this Agreement invalid or if any provision of this Agreement is in conflict with legal requirements such decisions shall not invalidate the other provisions hereof.

**ARTICLE 20
NO STRIKE / NO LOCKOUT CLAUSE**

No strike or lock out will be permitted during the term of this Agreement.

**ARTICLE 21
RATE OF PAY**

| <u>Beginning Base Salary</u> | <u>2016-2017</u> | <u>2017-2018</u> | <u>2018-2019</u> |
|-------------------------------------|-------------------------|-------------------------|-------------------------|
| Unit Bookkeeper | \$27,500.00 | | |
| Unit Secretary | \$22,500.00 | | |
| Building Secretary | \$20,500.00 | 1.75% | 1.75% |
| Clerical Aide | \$18,000.00 | | |
| District Treasurer | \$ 7,000.00 | | |

Rate of Pay:

Members of this bargaining unit (excluding Clerical Aide and District Treasurer) whose current salary is above the base rate of pay will increase their present salary by the following annual increases during the term of this Agreement:

1.75% for the years 2017-2018 and 2018-2019.

In any particular school year, the employee shall be paid either: 1) the employee's prior year salary, increased by the applicable dollar increase as set forth above; or 2) the applicable annual "beginning base salary" set forth above, whichever is greater.

Longevity Pay

Employees who work an eight (8) hour per day and a twelve (12) month schedule shall be entitled to longevity pay as follows:

| | |
|----------|---------------------|
| 5 years | \$450.00 per year |
| 10 years | \$600.00 per year |
| 15 years | \$750.00 per year |
| 20 years | \$900.00 per year |
| 25 years | \$1,050.00 per year |

Transfer:

Any member of the bargaining unit moving to a new position will have their current salary either raised or lowered, based on the ratio between the 2013-2014 starting salaries of the positions set forth in Article 21 above. For example, an employee working as a Clerical Aide (starting salary \$18,000.00) currently making \$22,000 per year who transfers to the Unit Secretary position (starting salary \$22,000.00), will have his or her current pay increased by 22.22% (2/9) , making his or her new pay \$26,888.

By way of further example, an employee working as Unit Secretary (starting salary \$22,000) currently making \$22,000 per year who transfers to a Clerical Aide position (starting salary \$18,000), will have his or her current pay decreased by 18.18% (2/11), making his or her new pay \$18,000.

ARTICLE 22 MILEAGE

Employees using their personal vehicle for School business shall receive mileage at the current District rate for each mile they drive.

ARTICLE 23 RETIREMENT INCENTIVE

To recognize the contributions of those employees who have provided long and effective service to this District, each employee, upon bona fide retirement, shall be compensated in accordance with the following:

Irrevocable Notice of Resignation: By the first day of the school year in which the employee becomes eligible under this Provision, the employee shall submit his or her irrevocable notice of retirement from the District containing a certain retirement date. No such retirement date shall be more than three years later than the end of the school year in which the notice is given.

Retirement at age 60 and 15 years of service to District (or age 55 and 35 years of service).

Age 60 or greater and 15 years of service to the District: \$5,000

Age 55 or greater and 35 years of service to the District: \$5,000

Distribution of Benefit. Such Retirement incentive shall be in addition to the amount of Severance Pay the employee would be eligible for under Article 16 of this Agreement. The total amount of severance and retirement incentive shall be distributed to the employee equally over the number of months remaining between the time of written notice of retirement is accepted by the board, and the employee's date of retirement (not to exceed 36 months).

Retirement Incentive Contingent Upon Retirement when first eligible. In order to be eligible to receive this benefit, the employee must retire effective during the year in which the employee first reaches the age 60 and 15 years of service to the District (or age 55 and 35 years of service to the District).

Reopening this Provision. This provision shall be reopened for reconsideration upon the written demand to bargain by either party provided that the District becomes subject to IMRF penalties, legislative changes or rule changes affecting IMRF retirement costs and benefits which affect the employee or the District, to assure that the retiring employee shall receive, to the maximum extent possible, the full dollar amount of the benefit as creditable earnings while avoiding any IMRF costs or penalties to the District that may arise due to the payment of benefits under this provision.

ARTICLE 24 EMPLOYER'S RIGHTS

Except as expressly provided otherwise in this Agreement, the District hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and laws of the State of Illinois, and of the United States, including but not limited to the determination and administration of school policy, the operation and management of the schools, and the direction and supervision of employees, which are vested exclusively in the Board and the Board is the legal constituted body for that purpose.

ARTICLE 25 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.

**ARTICLE 26
WAIVER OF BARGAINING**

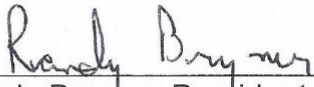
The parties agree that all negotiable items have been discussed during the negotiations leading up to this Agreement, and that negotiations will not be re-opened on any item which was a specific subject of the negotiations leading to this Agreement, whether contained in this Agreement or not, nor will negotiations be re-opened on the effect of any legally permissible management action, during the life of this Agreement, unless a mandatory subject of bargaining requiring impact bargaining in accordance with the requirements of the Illinois Educational Labor Relations Act.

**ARTICLE 27
BEGINNING AND DURATION OF AGREEMENT**

This Agreement shall be in full force and effect through July 31, 2019. Language issues may be re-opened during the term of this Agreement if mutually agreed upon by both parties. Either party desiring change in the same shall notify the other party in writing at least one hundred and twenty (120) days prior to August 1, 2019 and each year thereafter. Such other party must grant a hearing to the party desiring change within thirty (30) days after such notification.

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

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



Randy Brymer, President

07-18-16

Date



Tim Anderson, Vice President

7-18-16

Date

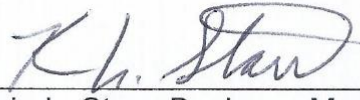


Chris Cullum, Secretary

7/18/16

Date

FOR THE UNION:
Laborers' Local 773

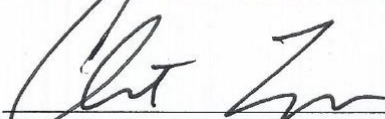


Kevin L. Starr, Business Manager

8-22-16

Date

The Southern and Central Illinois
Laborers' District Council



Clint B. Taylor, Business Manager

8-22-16

Date

APPENDIX A
Seniority List

| | <u>Employee Name</u> | <u>Seniority</u> | <u>12 Month Hire Date</u> | <u>11 Month Hire Date</u> |
|----|-----------------------------|-------------------------|----------------------------------|----------------------------------|
| 1. | Tracy Barras | 08/20/1985 | 08/20/1985 | |
| 2. | Beth Roberts | 08/12/2002 | 06/26/2007 | |
| 3. | Lisa Henson | 08/01/2005 | 08/01/2005 | |
| 4. | Kim Grant | 07/05/2006 | 07/05/2006 | |
| 5. | Brandy Dodd | 08/01/2007 | 03/18/2013 | |
| 6. | Rhonda Selby | 03/06/2013 | 01/04/2016 | 08/01/2016 |
| 7. | Brooke Helsley | 01/04/2016 | | |