COLLECTIVE BARGAINING AGREEMENT

Between

NOKOMIS C.U.S.D. #22 BOARD OF EDUCATION

AND

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHWESTERN ILLINOIS LABORERS' DISTRICT COUNCIL

And

LABORERS' LOCAL UNION 1084

DURATION:

2023-2024
2024-2025
2025-2026

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# COLLECTIVE BARGAINING AGREEMENT

## ARTICLE 1
## PARTIES TO THE AGREEMENT

This Collective Bargaining Agreement made and entered into by and between Nokomis CUSD 22, (hereinafter referred to as the "School District" or the "Employer"), and The Laborers' International Union of North America, The Southwestern Illinois Laborers' District Council and Laborers' Local 1084, (hereinafter referred to as the "Union").

## ARTICLE 2
## PURPOSE

This Agreement is entered into for the purpose of prescribing the rights of the Employees, to provide an orderly collective bargaining relationship between the Employer and the Union, and to clarify the terms upon which the relationship depends. It is the intent of the Employer and the Union to work together and to provide and maintain satisfactory terms and conditions of employment and to prevent and adjust misunderstandings and grievances.

## ARTICLE 3
## RECOGNITION

This Agreement shall cover the Unit as certified on August 3, 2022 by the Illinois Education Labor Relations Board in Case Number 2022-RC-0018-C.

<u>Included</u>: All full and permanent part-time Aides/paraprofessionals and Administrative Assistants/Secretaries.

<u>Excluded:</u> Bookkeeping, payroll clerks and all supervisory, managerial, confidential and short-term employees and students as defined in the Act.

If a new classification is a successor title to a classification covered by this Agreement, with no substantial change in duties, the new classification shall automatically become part of this Agreement.

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative on matters relating to wages, hours of work, and conditions of employment.

The Employer agrees not to enter into any agreements or contracts with its Employees covered by this Agreement, individually or collectively, nor to negotiate or bargain with them, except with the duly authorized Union Representative.

## ARTICLE 4
## EMPLOYEES COVERED

For the purpose of this Agreement, the following definitions shall be applicable:

**Regular Full-time Employees:** Regular full-time Employees are those Employees who work thirty (30) or more hours per week on a regular and continuing basis. Regular full-time Employees are entitled to all the benefits provided in this Agreement.

**Regular Part-time Employees:** Regular part-time Employees are those Employees who work less than thirty (30) hours per week. Regular part-time Employees are entitled to a pro-rata share of the benefits set forth in this Agreement.

## ARTICLE 5
## MANAGEMENT RIGHTS

Employers shall not be required to bargain over matters of inherent managerial policy, which shall
include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees. Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives, except as provided in the Illinois Educational Labor Relations Act.

## ARTICLE 6
## 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 wages of such Employees once each month and remitted by the Employer to the Secretary-Treasurer of Laborers' Local 1084. The check-off, however, is to apply only to such Employees covered by this Agreement who authorize the Employer, in writing, to so check-off. Appendix "A" of this Agreement is the Dues Check-Off Authorization and Assignment form that will be used by the Employees covered by this Agreement.

If an Employee should, at any time, contend that the Employer acted wrongfully or illegally in making a check-off for dues, initiation fees, or assessments, the Union will defend and protect the Employer against any expenses, repayments, or losses on account of such contention.

## ARTICLE 7
## NON-DISCRIMINATION / GENDER CLAUSE

Neither the Employer nor the Union shall discriminate against any Employee. Both the Employer and the Union agree that they are committed to providing equal employment opportunities for all persons without regard to sex, race, creed, color, national origin, religion, age, and disability.

The use of the masculine pronoun in the 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 8
## PROBATIONARY PERIOD

All new Employees shall be considered probationary for the first six (6) months following the date of hire with the Employer. The Employer may terminate a probationary Employee without cause and that Employee shall have no recourse to the Grievance Procedure.

Once an Employee has completed the probationary period, the Employee will acquire seniority from his/her original date of hire.

## ARTICLE 9
## NO STRIKE / NO LOCKOUT

Neither the Union nor any Officers, Agents, or Employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slow-down, sit-down, concerted stoppage of work, or any other intentional interruption of the operations of the Employer, regardless of the reason for so doing.

Any or all Employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The Union and its Officers and Representatives will cooperate with the Employer in taking whatever affirmative action is necessary to direct and urge any Employee who violates this Article to return to work and to achieve a prompt resumption of normal operations.

The Employer will not lockout any Employee(s) during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union with this Article.

## ARTICLE 10
## SENIORITY/ REDUCTION IN FORCE ("RIF")

Seniority shall, for the purpose of this Agreement, be defined as an Employee's length of service with the School District from the original date and time of hire within their classification.

**Reductions In Force**

The Board and the Union recognize the principle of seniority in the application of this Agreement concerning reduction in force. In the event of a layoff, employees shall be laid off from the affected job classification by inverse seniority order. An employee, who as a result of a layoff loses his/her position, may accept the layoff or may bump into another bargaining unit position, provided they are senior to the employee in that position and have the qualifications to perform the work of that position.

Employees who are laid off shall be considered on layoff status, with no loss of seniority, for a period as outlined in the School Code. During this period of layoff status, if there is a recall to the job classification from which a layoff occurred, employees who are still on layoff status shall be recalled in the inverse order of their layoff. No new employee shall be hired into a bargaining unit classification until employees from that classification who are on layoff status have been offered recall. Moreover, employees who are laid off will be recalled to another bargaining unit position, if qualified to perform the work of that position, before hiring outside of the bargaining unit. Notice of recall shall be sent to the employee by certified mail, provided that the employee must notify the Employer of his/her intention to return within three (3) business days after receiving notice of recall. In addition, the Union Hall will be mailed via regular postal delivery a copy of the Recall Notice. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee on layoff status to provide the employer with his/her current mailing address.

**Seniority - Categories of Position**

Employees shall begin to acquire seniority on the date they commence employment with the employer after their six (6) month probationary period. If more than one (1) employee has the same start date, seniority ranking shall first be determined by prior employment in a bargaining unit position. If none of the employees involved have prior bargaining unit employment, seniority ranking shall be alphabetical by the last name with first in alphabet, first in seniority; if the last names are the same it shall be determined by lot. Separate seniority lists shall be maintained for full-time and part-time secretaries (administrative assistants) separately and full-time and part-time paraprofessionals separately. The paraprofessional list will be further divided into classroom paraprofessionals, Title paraprofessionals, and special education paraprofessionals.

**Seniority During Leaves**

Employees on approved leaves of absences shall continue to accrue seniority within the employee's most recent category of position for up to one (1) year. Any employee continuing on leave for more than one (1) consecutive year shall lose all seniority.

Seniority shall be the determining factor for layoff, recall, and job bidding on vacant and new positions covered by this Agreement.

Annually, not later than February 1, the Employer shall prepare, maintain, post, and provide to the Union a current seniority list that includes the names, classifications, and dates of hire of all bargaining unit Employees in the order of their seniority. Thereafter, the Employer shall provide the Union a list of additions or subtractions to the seniority list as they occur.

If a bargaining unit Employee is removed or dismissed as a result of an Employer decision to decrease the number of bargaining unit Employees or to discontinue a particular type of bargaining unit service, written notice shall be given to the Employee by registered mail at least thirty (30) calendar days before the end of the school term, together with a statement of honorable dismissal.

The Employee with the lowest seniority of those Employees in his/her respective classification (as defined above) shall be dismissed first.

When a RIF occurs due to elimination of a program or for economic reasons, the Union shall be notified of the positions in the bargaining unit that shall be affected.

If the School District has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the position thereby becoming available within the specific classification (as defined above) shall be tendered to the Employee so removed or dismissed from that classification.

## ARTICLE 11
## HOURS OF WORK AND OVERTIME

A full-time work week shall consist of not more than forty (40) hours., Each full-time employee shall receive a duty free, unpaid lunch period not less than thirty (30) minutes. All bargaining unit employees shall report to work, be clocked-in, and at the designated/assigned duty as set by the Board of Education or designee.

Work in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1 1/2) the Employee's regular rate of pay, excluding extra duties such as a game worker/ticket taker. All overtime must be pre-approved by the Superintendent. The number of workdays per school year shall not exceed 180 days unless otherwise approved by the Superintendent or the Board of Education.

## ARTICLE 12
## DISCIPLINE AND DISCHARGE

The Employer and the Union recognize the principal of progressive and corrective discipline. The right of the Employer to discipline for just cause is recognized by the Union. Disciplinary action or measures are as follows:

- Verbal Warning,
- Written Reprimand,
- Suspension without pay, and
- Discharge

The Agreement to use progressive and corrective disciplinary action does not prohibit the Employer, in any case, from imposing discipline that is commensurate with the severity of the offense. The Employee shall have the right to have a Union Representative present during any meeting where disciplinary action is involved.

## ARTICLE 13
## GRIEVANCE PROCEDURE

A Grievance is defined as any difference, complaint, or dispute between the Employer and the Union or any Employee regarding the application, meaning or interpretation of this Agreement.

The Grievance shall be presented promptly so that the facts can be readily obtained. Grievances must be filed within seven (7) working days of the event that comprised the Grievance.

The Grievance shall be in writing and shall include the following:

1. The date of the alleged violation,
2. The provision(s) of the Agreement violated, and
3. The remedy requested.

Step 1: The Grievant or the Union Representative shall present the Grievance, in writing, to the Grievant's immediate supervisor, who will arrange for a meeting to take place within five (5) working days after receipt of the Grievance. The Grievant, Union Representative, and Supervisor shall be present for the meeting. Within five (5) working days of such meeting, the Supervisor will inform the Union, in writing, of his/her decision.

Step 2: If the Grievance is not resolved at Step 1, the Union may refer the Grievance to the Superintendent or designee within five (5) working days of the decision in Step 1. The Superintendent or designee shall arrange a meeting with the Union Representative within five (5) working days of the receipt of the Grievance. Within five (5) working days of such meeting, the Superintendent or designee will inform the Union, in writing, of his/her decision.

Step 3: If the Grievance is not resolved at Step 2, the Union may refer the Grievance to the Board of Education within five (5) working days of the decision in Step 2. The Board shall arrange to hear the grievance from the Union Representative at its next regular meeting. Within five (5) working days of such meeting, the Board will inform the Union, in writing, of its decision.

Step 4: If not satisfied with the decision of the Superintendent or designee in Step 2, the Union may submit the Grievance to final and binding Arbitration. If a demand for Arbitration is not filed with the Federal Mediation and Conciliation Service ("FMCS") within fifteen (15) calendar days of the decision received in Step 2, the Grievance shall be deemed withdrawn.

The parties agree to attempt to arrive at a joint stipulation of the facts and issue(s) to be submitted to the Arbitrator. The Arbitrator shall act in a quasi-judicial manner and shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall only consider and make decisions with respect to the specific issue(s) submitted and shall have no authority to make a decision on any other issue(s) not so submitted. The decision and award of the Arbitrator shall be final and binding on the Employer and the Union.

The Employer and the Union will share any cost of the Arbitration equally.

Time frames at any point throughout the Grievance Procedure may be extended by written mutual agreement of the parties.

## ARTICLE 14
## UNION RIGHTS

**Union Steward**

The Business Manager of the Local Union shall appoint a Union Steward who shall, when necessary, deal directly with the Employer on all matters involving the interpretation and enforcement of this Agreement. There shall be no reduction of pay from a Grievant and/or Union Steward when directly involved in meetings with management during working hours. During any Grievance or Arbitration Hearing, Employees involved in the Grievance, including witnesses, shall not lose any pay when required to be present during working hours.

**Union Bulletin Board**

The Union shall be allowed to place one (1) bulletin board in the School to be used solely and exclusively by the Union. The Employer and the Union will agree to the location for the bulletin board.

**Board Minutes**

A copy of School Board Minutes will be emailed to the Union Steward as soon as the Minutes are approved.

**Leave Balances**

Upon request to the payroll department/clerk, a Bargaining Unit Employee shall receive a written statement indicating the balance of his/her accrued personal and sick leave time.

**Union Access**

Union Representatives shall have access to the premises of the Employer in order to help resolve disputes or issues. Such Representatives agree not to disrupt the work of other Employees.

**New Hires and Orientation**

During a bargaining unit Employee's first thirty (30) calendar days of employment, a Union Representative and/or Union Steward may schedule a thirty (30) minute Union orientation meeting. The meeting will be held at a mutually agreeable time with the Employer and the Union. No Employee shall suffer a loss of pay as a result of attending such meeting.

## ARTICLE 15
## SICK LEAVE/ FMLA LEAVE

**Sick Leave**

All employees who are eligible to participate in the Illinois Municipal Retirement Fund under the "600-Hour Standard" established, or under such other eligibility participation standard as may from time to time be established, by rules and regulations now or hereafter promulgated by the Board of that Fund under Section 7-198 of the Illinois Pension Code, as now or hereafter amended shall be granted sick leave of 10 (ten) days per year; prorated for part-time employees or those hired after July1 and before June 30. If any such employee does not use the full amount of annual leave thus allowed, the unused amount shall be allowed to accumulate.

Part-time Bargaining Unit Employees shall receive a pro-rata share of sick days per year.

Sick leave may accrue to a total of two hundred and forty (240) days. Sick leave may be used in one-half (1/2) day increments. Upon retirement or termination of employment or resignation, bargaining unit employees shall have all unused sick/personal days transferred to their IMRF pension to gain additional service credit per the IMRF rules.

In accordance with the Illinois School Code, 105 ILCS 5/24-6, sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. For paid leave for adoption or Placement for adoption, the School Board may require that the Employee provide evidence that the formal adoption process is underway, and such leave is limited to thirty (30) days.

Immediate family is defined as parents, spouse, brothers, sisters, children, stepchildren, · grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, legal guardians, aunts and uncles.

**FMLA**

The School District shall comply with the laws and regulations governing the Family Medical Leave Act ("FMLA"). FMLA absences will be treated as sick leave and run concurrent with the FMLA leave. An Employee who returns from medical / family leave shall be reinstated to his/her former position or its equivalent.

## ARTICLE 16
## PERSONAL DAYS

All bargaining unit Employees shall receive two (2) personal days per year. Personal days may be taken in one-half (1/2) day increments. Any unused personal days at the end of the school year will be transferred to as sick leave the following school year. Except in an emergency, at least three (3) days' advance notice requesting leave must be given in writing to the building Principal or his/her designee. As a non-certified employee, no more than two (2) employees may use personal days on a given day.

Personal days are not accumulative, therefore, no more than two (2) personal leave days will be allowed in any single school year. Personal days may be taken in increments of half days. Personal days may not be requested before and after the same holiday. Except in an emergency, personal leave days shall not be scheduled during the first five (5) days or the last five (5) days of the school year.

## ARTICLE 17
## BEREAVEMENT LEAVE

All bargaining unit Employees shall receive up to three (3) days of paid leave for the death of an immediate family member. Immediate family member includes the following: parents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, legal guardians, aunts, and uncles.

In the event three (3) days are not sufficient, the Employer may permit the Employee to use accrued sick leave, or personal days so long as the operation of the School District is not affected.

## ARTICLE 18
## JURY DUTY

The School District shall pay the Employee's full salary while on jury duty or pursuant to a subpoena, serve as a witness or has a deposition taken in any pending litigation. However, the Employee shall not be compensated for serving as a witness or having his/her deposition taken if the Employee initiated the litigation against the School District. Any compensation, excluding mileage reimbursement, up to the amount of the Employee's salary shall be returned to the School District.

## ARTICLE 19
## ILLINOIS MUNICIPAL RETIREMENT FUND ("IMRF")

The Employer shall participate in the IMRF for all employees covered under this agreement who meet the eligibility to participate in the Illinois Municipal Retirement Fund under the "600-Hour Standard" established, or under such other eligibility participation standard as may from time to time be established, by rules and regulations now or hereafter promulgated.

## ARTICLE 20
## HEALTH INSURANCE

All full-time bargaining unit employees (those working six or more actual hours per day) shall continue to be provided health insurance benefits by the Employer for the life of this Agreement. Dependent coverage shall be available, but the additional cost shall be borne by the Employee. The Board will pay for the cost of single coverage of health insurance up to $20 per month over the previous year's monthly premium. If, during the term of this Agreement, legislation alters this Article 21 ("Health Insurance"), the parties will bargain the impact of that legislation.

## ARTICLE 21
## WAGES

For new hires, starting with the 2023-2024 school year, all paraprofessionals and secretaries will be placed on the following salary schedule:

2023-2024: $14.50 per hour
2024-2025: $15.50 per hour
2025-2026: $16.00 per hour

All current employees that were hired prior to July 1, 2023 will receive the following salary increase:

FY 24: (Current Employees)
Minimum Salary will be $14.75 per hour
Everyone already over the minimum will get an 8% salary increase.

However, any current employees that have nine (9) years of experience in the district at the time of signing this Collective Bargaining Agreement, then their hourly pay will start at $16.00 for the 2023-2024 school year.

Hereinafter, all paraprofessionals and secretaries will receive the following wage increases:

2024-2025: 3% of their hourly wage
2025-2026: 3% of their hourly wage

All wage increases will go into effect on July 1 of the fiscal year. All wages are set as hourly pay.

Bargaining Unit Employees shall be paid on the fifteenth (15th) and the thirtieth (30th) of each month as per Board Policy.

Professional improvement: The district will pay the cost of any workshops, training, or necessary instruction for Professional improvement as approved by the Superintendent. If online training is being required the employee shall have the time to do it during normal working hours OR the employee can remain clocked in if training can be done after normal working hours. The employee may submit pre-approved and necessary expenses to attend professional development activities not to exceed $30 per day.

If an employee is being assigned specific duties before their normal start time, then they will be paid for that extra time. (door duties, car lines, bus lines, etc.)

If an Aide is requested to be a teacher substitute for a class period or any part of the day, they will receive $1 per hour pay on top of their hourly wages.

After the District's obligation to the teacher's contract is fulfilled by providing them with an opportunity to be ticket takers, then the District will seek coverage of those duties with all non-certified employees. The rate of pay will be equal to the amount provided in the teacher's contract.

## ARTICLE 22
## SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be held unlawful or unenforceable, such determination shall apply to the specific article, section, or portion thereof. Upon the issuance of such decision, the parties hereto agree to immediately negotiate a substitute for the invalidated article or section. The remaining articles and sections of this Agreement shall remain in full force and effect.

## ARTICLE 23

## DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2023 through June 30, 2026.

Either party to this Agreement shall be permitted to open negotiations for a new contract at least ninety (90) days prior to the expiration of this Agreement.

**IN WITNESS WHEREOF,** the parties have signed and executed this and several copies of this Agreement.

DATED this 21st day of April 2023.

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|---|---|
| **The Laborers' International Union of North America, Local 1084** | **Board of Education of Nokomis Community Unit School District No. 22** |
| **By** ______________________________ | **By** ______________________________ |
| **Its Business Manager** | **Its President** |
| ______________________________ | ______________________________ |
| | **Board Secretary** |
| ______________________________ | |
| ______________________________ | |