

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WAYNE CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 100

AND

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

AND

LABORERS' LOCAL 1197



2024-2025

2025-2026

2026-2027

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**ARTICLE 1
RECOGNITION**

A. RECOGNITION

The Wayne City Community Unit 100 School District, Wayne City, Illinois hereinafter referred to as the "Employer," recognizes the Downstate Illinois Laborers' District Council, Laborers' Local 1197, hereinafter referred to as the "Union," as the sole and exclusive bargaining representative for all full-time and permanent part-time support staff in the classifications of: cooks/cooks helpers, secretaries, custodians/maintenance, teacher aides, nurses, food service director and bus drivers/bus mechanic. Excluding: all certified teachers, unit secretary, Director of Finance and Accounting and all supervisors, managerial, confidential and short-term employees. Such recognition shall be in accordance with the provision of the Illinois Educational Labor Relations Act.

B. MANAGEMENT RIGHTS

Except as expressly amended, changed or modified by a provision of this Agreement, the Employer retains traditional and constitutional rights to operate the District. The District retains the respective rights as Employer, as modified by the Illinois Educational Labor Relations Act:

1. to plan, direct, control, and determine all operations and services;
2. to supervise and direct employees;
3. to establish the qualifications for employment and to employ employees;
4. to establish reasonable work rules and work schedules and assign such;
5. to hire, evaluate, promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions;
6. to suspend, demote, discharge, and take other disciplinary action against employees for just cause (justifiable reason), with the exception of probationary employees, who may be discharged without reason;
7. to establish reasonable work and productivity standards and, from time to time, amend such standards;
8. to lay-off employees due to lack of work or funds or for other legitimate reasons;
9. to assign overtime;

10. to contract out for goods and services;
11. to maintain efficiency of operations and services;
12. to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
13. to maintain efficiency of the Employer's operations;
14. to take whatever action is necessary to comply with State and Federal law;
15. to change or eliminate methods, equipment, and facilities for the improvement of operation;
16. to determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
17. to determine the methods, means, and personnel by which operations are to be conducted; and
18. to take whatever action is necessary to carry out the functions of the offices in emergency situations.

ARTICLE 2 DISCIPLINE

A. Just Cause

The Employer shall not discharge or suspend any non-probationary employee except for just cause (justifiable reason). The Employer agrees to apply the principles of progressive discipline where applicable and hereby declares an intent to utilize written reprimands when appropriate, prior to the use of suspension or discharge.

For discipline other than oral reprimands, before final notification to the employee of the contemplated measure of discipline to be imposed, the Employer will, inform the employee involved and the Union, in writing, of the reason for such contemplated disciplinary action.

B. Progression of Discipline

Disciplinary action or measures may include the following:

1. oral warning;

2. written reprimand;
3. suspension (without pay); and
4. discharge.

An employee during the probationary period shall be subject to layoff, discipline or discharge at the sole discretion of the Employer, with no recourse being provided by this Agreement.

C. Union Steward

The Business Manager shall appoint a Steward who is a member of the bargaining unit and who is the recognized representative of the Union. The Union steward shall be permitted release time and shall be paid his/her regular hourly wage in any representation situation wherein his/her presence is requested by the Employer.

**ARTICLE 3
GRIEVANCE**

A. 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. All time limits consist of school days, except 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.

B. Procedures

The parties acknowledge that an employee and the Employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

Step 1

The grievant shall present the grievance in writing to the immediately involved supervisor within one-hundred-twenty (120) days from the time the employee knew or should have known about the event giving rise to the grievance, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Union's local representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting the grievant and the Union shall be provided with the supervisor's written response, including the reasons for the decision.

Step 2

If the grievance is not resolved at Step 1, then the Union may refer the grievance to the Superintendent or the Superintendent's official designee within five (5) days after receipt of the Step 1 answer. The Superintendent shall arrange, with the Union steward, for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Within five (5) days of the meeting, the Union shall be provided with the Superintendent's written response, including the reasons for the decision.

Step 3

If the grievance is not resolved at Step 2, then the Union may refer the grievance to the Board of Education within five (5) days after receipt of the Step 2 response. A meeting shall be scheduled with the Board within fifteen (15) days of the Board President's receipt of the Union grievance appeal. The grievant shall be entitled to Union representation of the grievant's choosing. If either the Board or the Union uses out-of-district representation, such information shall be provided to the other party at least ten (10) days before the scheduled hearing. Within five (5) days of the Board grievance meeting, the Union will be provided a written response including the reasons for the decision.

Step 4

If the grievance is not resolved at Step 3, the Union may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 3 decision, the grievance shall be deemed withdrawn.

The parties shall jointly request the American Arbitration Association to administer the proceedings under its rules.

C. Bypass

By mutual agreement, any step of the grievance procedure may be bypassed.

D. 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 2.

E. No Reprisals Clause

No reprisal shall be taken by the Employer against any employee because of the employee's participation or refusal to participate in grievance.

F. Release Time

Steps 1-3 hearings will be scheduled outside work time unless mutually agreed otherwise. Arbitration hearings shall be scheduled during the workday with release time provided at no loss of pay, or benefits.

G. Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the employee.

H. Grievance Withdrawal

A grievance may be withdrawn in writing at any level without establishing precedent.

I. No Written Response

If no written response has been rendered within the time limits indicated by a step, then the grievance shall be deemed automatically moved to the next step.

J. Expedited Arbitration

By mutual agreement of both parties, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

K. Costs

The fees and expenses of the arbitrator shall be shared equally by the parties.

L. Court Reporter

If only one (1) party requests the presence of a court reporter, that party shall bear the costs of the reporter. If both parties request transcripts, the costs of the reporter and the transcripts shall be shared equally.

M. Grievance Forms

All grievance forms shall be mutually developed and agreed to by the parties and become a part of this Agreement and attached hereto.

N. Limitations on Arbitrator

The arbitrator shall have no authority to decide the following issues:

1. hiring/dismissal of employees from extra duty positions;

2. comparability pay issues concerning extra duty positions;
3. final administrative/board decisions on individual employee evaluations; and
4. final administrative/board decisions on individual employee assignments/transfers.

ARTICLE 4 PERSONNEL RECORDS

A. Pre-Employment Records

Pre-employment records include:

- Job application forms;
- Transcripts;
- Previous work experience;
- References; and
- Such other relevant information as the District desires of applicants for screening purposes.

Records for unsuccessful job applicants are maintained in two (2) categories. The District retains solicited applications and supporting documents for two (2) years from the application date.

B. Employment Records

Employment records include:

- Dates of employment;
- Records maintained pursuant to regulations of the Internal Revenue Service Records maintained for the Illinois Teachers' Retirement System or the Illinois Municipal Retirement System;
- Criminal background investigation papers;
- Form I-9 required by the Immigration and Naturalization Service under the Immigration Reform and Control Act;
- Payroll information and deductions;
- Credit release information;
- Sick leave data;
- Leaves of absence data;
- Vacation data (where appropriate);
- Valid certificate for services being performed;
- Transcripts of graduate work completed after the effective date of employment credit for in-service work completed;

- Employment health and medical records;
- Supervisory evaluations, promotions, disciplinary actions, personal leave, awards received, letter of resignation or retirement, notice of discharge; and
- Any additional information the Administration deems to be relevant to the employee's job and continued employment in the District.

This information shall be maintained permanently for all employees and former employees of the District unless the Local Records Commission's approval is obtained to dispose of such records.

C. File Access

An employee is granted access to his personnel records at least two (2) times in a calendar year at reasonable intervals unless otherwise provided for in a Collective Bargaining Agreement. Access to the employee's personnel records shall be according to the following guidelines:

1. The employee must submit a written request to inspect his or her personnel records to the Superintendent or the Superintendent's designee.
2. The Superintendent or his designee will provide the employee the opportunity for inspection within seven (7) working days after such request. If such deadline cannot reasonably be met, the District will have an additional seven (7) days to comply. The employee will inspect the personnel record at the District's administrative office during normal working hours or at another time mutually convenient to the employee and the Superintendent or the Superintendent's designee.
3. Inspection of personnel records will be conducted under the supervision of an administrative staff member.
4. Neither an employee nor his or her designated representative will have access to records which are treated as exceptions in the Illinois Personnel Record Review Act discussed below in Item 12.
5. The employee may copy material maintained in his or her personnel record. Payment for record copying shall be based on the District's actual costs of duplication.
6. The employee may not remove any part of his personnel records from his file and may not remove any part of his personnel records from the District's administrative office.
7. Should the employee demonstrate his or her inability to inspect his or her personnel records in person, the District will mail a copy of (a) specific record(s) upon written request.

8. Should the employee be involved in a current grievance against the District or involved in any other contemplated proceeding against the District, the employee may designate in writing a representative who has the authority to inspect the personnel records under the same rights as the employee.
9. If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the Employer and employee. If agreement cannot be reached, the employee may submit a written statement explaining his or her position. The District will attach the employee's statement to the disputed portion of the personnel record and the statement shall be included whenever that disputed record is released to a third party as long as the disputed record is part of the employee's personnel file without any further comment or action by the District will not imply or create any presumption that the District agrees with the statement's contents.
10. The District will not gather or keep a record in an employee's personnel file of an employee's associations, political activities, publications, communications or non-employment activities, unless the employee submits the information in writing or authorizes the District in writing to keep or gather such records; provided, however, that nothing herein shall be construed to prohibit the District from gathering or keeping records in an employee's personnel file concerning activities that occur on the employer's premises or during the employee's working hours which interfere with the performance of the employee's duties or activities, or the duties or activities of other employees, regardless of when and where occurring, which constitute criminal conduct or may reasonably be expected to harm the District's property, operations or educational process or programs, or could, by the employee's actions, cause the District financial liability.
11. When the District receives a written request for personnel records from a third party, the District shall review the requested records and, before releasing the records to the third party to inspect and copy such records, the District shall delete disciplinary reports, letters of reprimand or other records of disciplinary action which are more than four years old, unless the release is ordered to a party in a legal action or arbitration.

D. Written Notice

Before the District divulges disciplinary reports, letters of reprimand, or records of other disciplinary action which are less than four (4) years old to a third party, to a party who is a part of the Employer's organization, or to a party who is part of a labor organization representing the employee, the District will provide the employee with a written notice. The written notice to the employee will be mailed to the employee's

last known address and will be mailed on or before the day the information is divulged to any of the aforementioned parties.

No such written notice will be required if the employee has specifically waived written notice as part of a written, signed employment application with another Employer; the disclosure is ordered to a party in a legal action or arbitration; or information is requested by a government agency as a result of a claim or complaint by an employee, or as a result of a criminal investigation by such agency.

E. Inspection of File

Section 10 of the Illinois Personnel Record Review Act provides that the rights of an employee or the employee's designated representative to inspect his or her personnel records does not extend to:

1. Letters of reference for that employee;
2. Any portion of a test document, except that the employee may see a cumulative total test score for either a section of or the entire test document;
3. Materials relating to the Employer's staff planning, such as matters relating to the District's development, expansion, closing or operational goals, where the material relates to or affects more than one employee, provided, however, that this exception does not apply if such materials are, have been or are intended to be used by the Employer in determining an individual employee's qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual employee's discharge or discipline;
4. Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy;
5. Records relevant to any other pending claim between the District and employee, which may be discovered in a judicial proceeding; or
6. Investigatory or security records maintained by the District to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the District's property, operations, or education processes or programs, or could by the employee's activity cause the District financial liability, unless and until the District takes adverse personnel action based on information in such records.

**ARTICLE 5
SENIORITY**

A. Definition

Seniority shall be defined as the length of continuous service measured from the first day of employment in Wayne City Community Unit School District No. 100. The seniority list shall show date of hire and shall list employees by category of position from first hire to last hire.

B. Seniority Accrual

Seniority shall not accrue during any unpaid absence. Seniority shall accrue during any paid absence, including an absence paid by worker's compensation.

C. Seniority – Loss Of

All seniority shall be lost upon resignation, retirement, dismissal for cause, upon layoff when recall rights expire, or when an employee has two (2) consecutive days of unauthorized absence without proof of illness.

D. Categories Of Positions

For purpose of determining seniority among the support staff in the bargaining unit, the following categories of positions shall exist within the meaning of School Code Section 10- 23.5

1. Cook;
2. Food Service Director
3. Custodian;
4. Certified Teacher Aide;
5. Car/Van Drivers;
6. Bus Driver;
7. Secretary;
8. Bus Mechanic;
9. Maintenance Worker;
10. Custodial/Maintenance Worker;
11. Nurse.

In the event of a reduction in force, an employee in a maintenance position may bump a custodian; a bus mechanic may bump a bus driver; and a bus driver may bump a car/van driver.

E. Seniority For Part-Time Employees

Regularly employed part-time employees shall be shown on the seniority list from date of hire without special regard to their part-time status.

F. Reduction In Force

Employees affected by reduction in force shall be honorably dismissed by seniority (last in, first out) within category of position.

G. Recall

If the Employer has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employee so removed or dismissed from that category or position, so far as they are qualified to hold such positions on the date of recall. If such an employee in the recall pool is tendered a recall offer by certified or registered mail addressed to the employee's last known address for a position for which the employee is qualified, the employee shall respond in writing either accepting or rejecting the offer so that the school district receives the employee's response within fourteen (14) days of the postmark on the recall notice. Failure to respond within the designated time shall be deemed rejection of the offer.

H. Seniority List

On or before February 1st of each year, in consultation with the Union, the Employer shall develop a support staff seniority list. The list shall be categorized pursuant to the categories of positions set forth above. Each employee shall appear on each seniority list for each position to which the employee is currently assigned.

I. Seniority List Placement And Removal

If an employee is removed from a particular category of position, the employee shall be removed from the seniority list in said category of position as of date of removal. If an employee is assigned to a new category of position, the employee shall carry all the employee's seniority to the new position.

J. Seniority List Order

The seniority list developed pursuant to the above shall list the employee with the greatest seniority in each category of position first, followed by the other employees in each category of position in order of seniority.

K. Seniority List Exceptions

The Union or any employee shall have thirty (30) days from February 1 of each year to file exceptions to the seniority list. Failure to file exceptions shall be deemed approval of the list.

Exceptions shall be filed with the Unit Superintendent and shall state the specific reason for the exception.

L. Vacancies – Defined

A vacancy shall be defined as a position the Employer has determined to fill resulting from:

1. resignation;
2. death;
3. retirement;
4. dismissal; or
5. creation of a new position.

M. Vacancies – Posting

The Superintendent or designee shall have posted in the central office and in the office at each school building a notice of all vacancies as they occur or as they are anticipated. Every reasonable effort shall be made to post vacancies for at least five (5) workdays prior to the position being permanently filled. Each posting shall describe the type of position, proposed starting date, rate of pay, shift or hours of work and such other information as might be pertinent.

N. Probation

A newly hired employee shall be considered a probationary employee for the first one hundred eighty (180) calendar days of his employment, and, within that year, may be discharged at any time without due process, notice, payment and with or without cause.

**ARTICLE 6
LEAVES**

A. SICK LEAVE

Nine (9) month non-certificated employees will be granted thirteen (13) days of sick leave annually. Ten (10) month non-certificated employees will be granted fourteen and one half (14.5) days annually. Eleven (11) month non-certificated employees will be granted sixteen (16) days annually. Twelve (12) month non-certificated

employees will be granted seventeen (17) days of sick leave annually. Part-time employees will receive sick day pay equivalent to their regular workday. Sick leave for all personnel shall accumulate to a total of two hundred forty (240) days, including the leave of the current year. Upon resignation or retirement, an employee may apply his accrued sick leave toward his IMRF pension according to the rules and regulations of the plan.

Any employee covered by this agreement who does not use any portion of his/her sick leave during the course of a school year shall be granted an additional two (2) days of sick leave the following year.

Sick leave shall be interpreted to mean personal illness, quarantine at home, personal and/or family doctor and dental appointments, or serious illness or death in the immediate family or household as defined by the School Code, including Parents, Grandparents, Grandparents-in-law, Brothers, Sisters, Brother-in-law, Sister-in-law, Father-in-law, Mother-in-law, Children, Grandchildren, Son-in-law, Daughter-in-law, Spouse, Aunt, Uncle, Nephews, and Nieces, and legal guardians.

A non-certificated employee in good standing at the time of termination having more than fifty (50) days of accumulated sick leave shall be paid Ten Dollars (\$10.00) per day for unused sick leave days not credited to retirement at termination of employment.

Employees at their own discretion may donate any amount of sick days to a fellow employee who is experiencing a catastrophic injury or illness.

The School district, at its discretion, may set forth a policy related to the donating of sick time, regarding the number of sick days an employee must retain for themselves to prevent them from depleting their sick day pool.

The Union and the School district jointly agree to mutually decide when an employee has met the criteria of a catastrophic illness or injury.

B. Personal Leave

Each full-time employee shall be granted three (3) personal leave days per year. If the employee does not use any personal leave days during his work year, the three (3) unused days may be paid at the rate of two (2) times the substitute rate for the applicable position or convert any portion thereof to sick days. If any whole or part of a day from an employee's annual personal leave grant is used, any unused days will be paid at the substitute rate for the applicable position or convert any portion thereof to sick days.

C. Leave of Absence Without Pay

Leaves of absence without pay may be granted to employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity, at a time mutually consistent with the needs of the District and the value of continued employment to the District as determined by the Board.

Each approved leave of absence shall be of the shortest possible duration to meet the purpose for the leave. Leaves of absence without pay for not more than one (1) year may be granted to employees subject to the following conditions:

1. Written requests for leaves of absence without pay shall be made at least three (3) months before the leave is desired, subject to approval by the Board;
2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request;
3. Leaves of less than one (1) month, if acceptable to and approved by the administration, will not require Board approval nor three (3) months' notice;
4. Leaves may be granted for;
 - a. Military Service;
 - b. Maternity;
 - c. Adoption;
 - d. Public office; and
 - e. Other reasons acceptable to the Board.
5. Employees on such leave may continue insurance benefits, if the carrier permits, if the employer reimburses the District for the full cost of the benefit for which he applies.
6. Nothing herein is intended to prevent an employee's access to the Family and Medical Leave Act pursuant to its provisions.

D. Bereavement Leave

Members of the bargaining unit may take up to three (3) days of paid bereavement leave per occurrence for a death in the immediate family. Bereavement days are to be used or lost and used only for the immediate family as defined in Article 6-A, hereinabove as well as aunts, uncles, nephews and nieces. Bereavement days will not count as either sick or personal days. Members of the bargaining unit shall provide proof of obituary, if requested.

**ARTICLE 7
COMPENSATION AND BENEFITS**

A. Holidays

Each regularly employed twelve (12) month full-time member of the bargaining unit shall receive the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Jr's Birthday	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	The Day After Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
July 4 th	New Year's Eve
Labor Day	

If a holiday falls on a Saturday or a Sunday, it may be observed either the Friday before or the Monday after the holiday at the sole discretion of the Employer.

The Employer may require members of the bargaining unit to work on a holiday. If required to work, an employee shall receive his regular pay plus holiday pay.

Should the Board, through ISBE waiver, secure authorization to declare student attendance on Lincoln's Birthday in exchange for observing President's day as a Holiday, all employees shall be required to report for their normal work assignments at regular compensation on Lincoln's Birthday.

B. Vacation

Each regularly employed twelve (12) month full-time member of the bargaining unit shall receive:

Two (2) weeks which is ten (10) days of vacation after one (1) year of employment;
Three (3) weeks which is fifteen (15) days of vacation after ten (10) years of employment

Four (4) weeks which is twenty (20) days of vacation after twenty (20) years of employment.

Vacation requests shall be submitted to the Superintendent for approval and scheduling shall be at his discretion except that entitlement to vacation shall not be unreasonably withheld. Employees may roll over up to 5 unused vacation days from one year to the next. No employee is allowed to have more than 5 vacation days beyond their yearly vacation day allowance in any given year. Any unused vacation days in excess of 5 will be lost at the end of the school year.

C. Workweek

On or before July 1 each year, the District will provide each employee a notice of the employee's primary work location, assignment and the name of the employee's immediate supervisor. Changes may be made after July 1 to meet the operational needs of the District.

D. Aide Work Year Changes

If the District receives state aid for a day and if pupils are in attendance and provided the aide actually works, the aide will be paid for the day consistent with the aide's employment schedule (determined annually by the Board).

E. Overtime

The Employer shall treat overtime and compensatory time in a manner consistent with the provisions of the Fair Labor Standards Act.

F. Overtime Authorization

All overtime worked in accordance with the above provisions must be authorized by the Employer.

G. Pay Dates

Employees shall be paid twice each month in twenty-three (23) substantially equal installments and a last, twenty fourth (24th) installment that allows for adjustments to reflect the employee's actual hours worked.

H. Health Insurance

The Board shall pay an amount up to \$620.00 per month toward the full single premium for full-time employees who take the school health plan during the 2024-2025 school year. In years 2025-2026 and 2026-2027 the Board shall pay the greater of six hundred and twenty dollars (\$620.00) per month or the negotiated health insurance contribution amount contained in the Unit #100 Certified Teacher's collective bargaining agreement for the applicable year. The Board shall have the authority to bid health insurance and/or contract to change the health insurance carrier during the life of the contract so long as the benefits in any successor plan remain similar to those in the old plan. The intent of the foregoing is to provide the board with the maximum flexibility to control cost without harming its employees who are covered by the plan in doing so.

Employees opting not to participate in the Employer provided health insurance plan shall receive a stipend of \$50.00 per month.

I. IMRF

The Employer shall make Illinois Municipal Retirement Fund contributions for each employee who works six hundred (600) or more hours as required by law.

J. Hourly Salary Increase

The salary increases (reflected in the schedules below) shall be one dollar and twenty-five cents (\$1.25) per hour effective the beginning of the 2024-2025 school year, one dollar and fifty cents (\$1.50) per hour effective the beginning of the 2025-2026 school year, and one dollar and fifty cents (\$1.50) per hour effective the beginning of the 2026-2027 school year.

In addition to the salary increases listed above employees shall receive the following longevity steps:

Ten cents (\$.10) per hour after five (5) years of service.

Ten cents (\$.10) per hour after ten (10) years of service.

Ten cents (\$.10) per hour after fifteen (15) years of service and ten cents (\$.10) per hour for every year of service thereafter.

The minimum rate of pay for any employee shall not be less than thirty cents (\$.30) above minimum wage.

K. Political League

The Employer shall deduct contributions for the Southern Illinois Laborers' Political League from the salaries of all employees who voluntarily request such in writing. The employee shall designate in writing the amount of the contribution. All deductions shall be remitted to the Southern Illinois Laborers' Political League monthly.

**ARTICLE 8
EFFECT AND DURATION OF AGREEMENT**

A. No Strike

No employee shall engage in any strike, sit-in, slow down, cessation, stoppage or interruption of work, boycott, sympathy strike or other interference with the operations of the Employer during the term of this Agreement.

B. Prohibition Of Union Participation

The Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sympathy strike or other interference with the operation of the Employer or ratify, condone or lend support to any such conduct or action.

C. Discharge Of Violation

The Employer may discharge or discipline any employee who violates this Article, and the Union will not resort to the Grievance Procedure on such employee's behalf.

D. No Lockout

The Employer agrees that it will not lockout employees during the term of this Agreement.

E. Judicial Remedies

Nothing contained herein shall preclude the Employer and the Union from obtaining judicial restraint and damages in the event of a violation of this Article.

F. 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 written consent of the parties. Board policies shall not be contrary to or inconsistent with this Agreement.

G. 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 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

Term of Agreement

This Agreement shall be effective the first day of the 2024-2025 school year and shall continue in effect until the end of the last day before the first day of the 2027-2028 school year.

Either party desiring change or modification in the same shall notify the other party in writing at least one hundred twenty (120) days prior to the expiration of this Agreement. Such other party must grant a meeting to the party desiring change within thirty (30) days after such notification.

For the Employer:

Wayne City Community Unit School
District No. 100



Board President

Date: 9-19-2024

For the Union:

Laborers' Local 1197



Business Manager

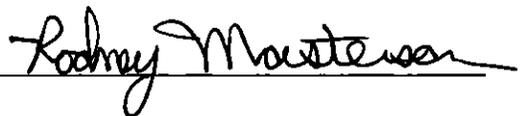
Date: 9-30-24

The Downstate Illinois
Laborers' District Council



Board Secretary

Date: 9-19-2024



Rodney Mousterson

Date: 10/7/24

APPENDIX "A"

A. 2024 Non-Certified Staff Beginning Wages

B. Beginning Bus Driver Salary \$11,500.00 annually

Position	Salary	First Year
Aides	Hourly	\$15.45
Food Services Director	Annual	\$2,100.00
Head Cooks (2)	Annual	\$300.00 (each)
Cooks	Hourly	\$15.45
Custodians	Hourly	\$15.45
Secretaries	Hourly	\$15.45
Maintenance Worker	Hourly	\$21.00
Part Time Cook	Hourly	\$15.45
Bus Maintenance	Annual	\$25.00
Custodial/Maintenance	Hourly	\$15.45
Nurse	Annual	\$28,500.00

OTHER CONSIDERATIONS

Teacher Aides

1. The Cook's IDPH sanitation license shall be reimbursed at cost to the employee. Cooks shall be reimbursed for fees paid upon successful completion of the Food Service Sanitation Manager class, once every five (5) years.
2. A teacher's aide will be paid an additional ten dollars (\$10.00) per period when administratively assigned to supervision duties outside of their normal schedule without the presence of a teacher.
3. A teacher's aide who is licensed to substitute for the School Nurse shall be paid twenty dollars (\$20.00) per day in addition to his/her normal hourly rate, when assigned to substitute for the Nurse.
4. When classes are dismissed at 2:00 pm for Teachers in Service, aides may leave at 2:00 pm if administrative approval is obtained. Approval must be provided to the Aide within 24 hours prior to the early dismissal by email notification.
5. Aides at the 408 E. Mill St. campus are provided a duty free lunch period.

Bus Drivers and Mechanic

1. New routes shall be offered by order of seniority to regular drivers.
2. Drivers shall be paid \$15.00 monthly for bringing buses (not stationed in Wayne City) in for servicing. Drivers shall complete and remit the Extra Trip Sheet in order to receive compensation.
3. Drivers shall be paid \$20.00 per hour for extra trips, including sporting events and field trips (2 hour minimum for any trip).
4. Drivers shall not hire, nor shall they pay for subs. Personal leave, sick leave and leave without pay shall be reported to the Administrative Office and Cause of Absence Form 411B shall be completed.
5. Physical exams and drug tests shall be reimbursed to bus drivers/bus mechanic at \$150.00 or the actual cost incurred. All costs associated with the annual bus driver's permit shall be reimbursed at cost.
6. Drivers required by the Employer to have a CDL Permit will receive one hundred percent (100%) reimbursement.

7. The Bus Mechanic will receive a \$35.00 stipend for substitute bus driving per route.
8. The Bus Mechanic shall be allowed a uniform stipend of up to \$500.00 annually for the purchase or rental of work cloths.
9. Bus drivers required to "double up" and cover another full bus route shall be paid an additional twenty dollars (\$20.00) per day.
10. The driver who delivers or picks up students attending the Norris City Alternative Schools will receive \$30.00 per trip.
11. Bus drivers shall receive one hundred and fifty dollars (\$150.00) per night for overnight trips, as well as all meals and their own room provided, at no expense to them. If more than one bus driver is required for a trip this shall apply per bus driver.
12. Current active yellow bus drivers with regular routes and the bus mechanic will receive an annual stipend in the amount of two thousand dollars (\$2,000.00) for having an air brake endorsement.
13. Bus drivers will be selected for trips of any kind per the order of the following lists:
 1. Rotation Drivers
 2. Seniority List
 3. Substitute DriversIf a bus driver cannot take a trip that they have been scheduled to drive; after contacting the supervisor in charge, the same process will be used to replace that driver.
14. A waiver will be provided by the Employer that has been approved by the Union for the bus drivers to waive their right to be placed in Rotation. This waiver will be in effect for the duration of this contract. The bus driver can revoke this waiver at any time by written notice and given to the supervisor in charge of scheduling trips.

Other

1. The employee in charge of spraying weeds shall receive an annual stipend of six hundred dollars (\$600.00).

APPENDIX "B"

CHECKOFF AUTHORIZATION AND ASSIGNMENT

Wayne City Unit #100
(Name of Company)

I, _____, (print name) do hereby assign to Local Union No. 1197, Laborers' International Union of North America, AFL-CIO, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My employer is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the collective bargaining agreement in existence between the Union and employer.

This authorization shall become operative upon the effective date of each collective bargaining agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one (1) year, or until termination of the collective bargaining agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of any subsequent agreement between my Employer and the Union, whichever shall be shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between Employer and the Union whichever occurs sooner. For the effective period of this check off authorization and assignment, I hereby waive any right I may have to resign my union membership. Furthermore, this check off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Dues, fees, contributions, or gifts to Laborers' Local 1197 are not deductible as charitable contributions. However, they may be tax deductible as ordinary business expenses.

This assignment has been executed this _____ day of _____, 20_____

Employee Signature

Date of Birth

Social Security Number

Street Address

City

State

Zip

Telephone #

Email Address

\$43.00
2024 Dues Amount

Military Veteran

\$100.00
Initiation Fee