

Item 11.10  
Exhibit E-11.10

COLLINSVILLE COMMUNITY UNIT DISTRICT NO. 10  
COLLINSVILLE, ILLINOIS

AGREEMENT BETWEEN THE BOARD OF EDUCATION AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 316  
CUSTODIAL AND MAINTENANCE PERSONNEL

Fiscal Years

2009-10

2010-11

2011-12

June 30, 2003

Side Agreement

NEW MAINTENANCE POSITION AND GRASS MOWING

The new contract will be ratified by Custodian and Maintenance Personnel of Local 316 prior to the agreement being submitted to the Board of Education for approval. At the meeting of the Board of Education where the new contract is approved by the Board of Education, a position for an additional full-time maintenance person will be approved for posting.

With the approval of the new maintenance position, Local 316 agrees that maintenance personnel will no longer be used to mow grass. Unit 10 will create two seasonal custodial-level positions with employment extending from April through September. Anyone may bid into the seasonal mowing jobs with the highest wage rate being that of the regular custodian. This position will not be a step advancement. Those bidding into mowing positions shall have the right of first refusal for the mowing positions in subsequent years. Those bidding into the mowing jobs will return to their regularly assigned jobs when the mowing season is over. Unit 10 will employ substitute custodians, at substitute custodian pay plus 20%, to replace the regular custodians who take the mowing jobs. At times during the mowing season when the frequency of mowing is reduced due to slower growth of the grass, the regular custodian shall assist other custodians in the district as assigned by the Director of Building and Grounds. If no regularly employed custodian bids into the mowing job(s), then Unit 10 shall have the authority to employ a substitute custodian, at substitute custodian pay, to fill the mowing position(s).

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July 1, 2009 through June 30, 2012

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## AGREEMENT FOR CUSTODIAN AND MAINTENANCE EMPLOYEES

The Board of Education of Unit District No.10, Collinsville, Illinois, hereinafter referred to as the "Employer," hereby recognizes Service Employees International Union, Local 316, hereinafter referred to as the "Union," as the bargaining representative for wages, hours and other conditions of employment for all custodial and maintenance employees of the Unit District. The Board of Education is an Equal Opportunity Employer and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, age, sex, handicap, impairment, veteran or marital status.

## ARTICLE I: SENIORITY

Section 1. Seniority shall date from the first day of work as a regular employee. In case more than one employee covered by this Agreement was hired at the same Board meeting, seniority for the purpose of bidding the open jobs will be established by the "drawing of straws" or other chance method. Seniority will then be established by the "first day of work" for which the open job description, that was bid, indicates. In the event the "first day of work" is the same for more than one open job that was bid, seniority will have been established by the "drawing of straws" or other chance method indicated above.

Section 2. In any case of any reduction in force in any classification covered by this Agreement, the following procedure will be followed. The youngest employee in point of seniority will be laid off first. Any employee whose job has been eliminated by a "cut back" in any classification covered by this Agreement will have the right to take up employment in any other classification which his seniority and qualifications permit. When "laid off" employees are called back to work, the oldest employee in point of seniority will be called back first, the second oldest next, etc. Seniority will cease to accumulate at the time of a layoff and will resume at the time of re-employment. Loss of seniority in its entirety will occur for any employee who, by their own desire, leave the service of the District, except those employees granted a leave of absence by the Board of Education.

Section 3. No new employee will be hired while any employee covered by this Agreement is on layoff, unless all laid-off, qualified employees have been offered, in writing at their last known address by certified mail, the opportunity to work the hours and at the rate of pay for which the new employee would be hired. Refusal to return to work for an equal rate of pay and hours of work in effect in the classification at the time the former employee was laid off will relieve the employer of any responsibility of further contacting that employee.

## ARTICLE II: VACANCIES

### Article II: Vacancies

Section 1. New employees to be hired to fill vacancies will be filled within 35 days following the regular monthly board meeting. Vacancy notices will be sent to President, Vice President, and Secretary of the bargaining union. When the Board identifies a vacant position, the Board agrees to interview any existing, qualified bargaining unit member(s) who apply. The Board shall take into consideration the following factors when evaluating an applicant for a vacant position, in no order of priority:

- Needs of the District;
- Work performance and/or evaluations;
- Work experience/qualifications;
- Disciplinary record; and
- Seniority (internal applicants only)

Every effort will be made to advance present employees to a higher job classification, giving them preference over applicants not currently employed by the District, when all other criteria are equal. Nothing in this provision shall preclude the Board from soliciting and accepting applications from outside applicants and considering outside applicants while it considers current bargaining unit members for a vacant position.

Section 2. There will be a probationary period of 6 months for new hires and 3 months for transfers.

### ARTICLE III: HOURS OF WORK

Section 1. The work shift shall consist of eight (8) consecutive hours. Each employee's schedule shall consist of five (5) consecutive days, except as otherwise agreed to by the Union and Superintendent or Superintendent's Designee. The work week shall begin at 12:01 a.m. on Monday and end at 11:59 p.m. on Sunday.

Section 2. Each afternoon or evening shift starting on or after 2:00 p.m. shall consist of eight (8) hours including a thirty (30) minute paid lunch period, and each day shift shall consist of eight (8) hours, not including a lunch period of thirty (30) minutes.

Section 3. When school is not in session, second and third shift employees may be granted permission to work a day shift schedule. This permission is subject to the approval of their Supervising Principal or Administrator.

Section 4. Any employee who works for three (3) or more hours past their regular scheduled shift shall be allowed a thirty (30) minute paid lunch break and an additional thirty (30) minute period for each ensuing four (4) hour period.

Section 5. All time worked on any sixth (6) consecutive day shall be paid at the rate of one and one-half times the regular rate of pay, and all time worked on any seventh (7) consecutive day shall be paid at the rate of two (2) times the regular rate of pay. Any time worked on Sunday that is not regularly scheduled will be paid at two (2) times the regular rate of pay.

Section 6. Time charged to sick leave, vacation, funeral leave, etc., shall count as time worked for the purpose of computing overtime.

Section 7. All overtime worked must have the prior approval of the Supervisor. All time worked in excess of the regular workday or work week shall be overtime and paid at the rate of one and one-half times the employee's regular rate of pay. All overtime shall be paid at the highest rate of pay applicable to that employee.

Section 8. When employees report to work as scheduled, they shall be allowed a minimum of fifty percent (50%) of their regularly scheduled hours of work or equivalent pay, unless otherwise notified no less than one (1) hour prior to the beginning of their shift. School closing emergency plans shall be posted in each building.

Section 9. When an employee is called back to work, such work not being a continuation of their shift, they shall be paid a minimum of one (1) hour of work at one and one-half times their regular rate of pay.

Section 10. The Board of Education recognizes the interest of the Union in regard to any changes which affect the working conditions of those covered by this Agreement and represented by the Union and shall inform the President of the Union prior to any such changes. This notification to be made by the Superintendent or Superintendent's Designee.

While school is in session, the following reasons shall be considered as “disturbing” the employee’s job and shall permit that employee the right to “bump” any employee covered by this Agreement with lesser seniority:

1. Any change in the starting or ending time of the employee’s shift of more than a total of four (4) hours per day for a period of more than one week’s duration. (Time of shift to be interpreted as that time in existence at the date of the employee’s assignment to that job.)
2. Any change in the employee's building assignment; "building" to mean a separate detached structure on the same or different sites, i.e., High School academic gym, Area Vocational Center.

At any time during the year, the following shall be considered as disturbing the employee's job and shall permit that employee the right to "bump" any employee covered by this Agreement with lesser seniority:

1. Employee affected by reduction in pay.
2. Employee affected by reduction in hours of work.
3. Employee affected by reduction in months of work.
4. Employee affected by reduction in staff.
5. Employee affected by return of disqualified employee.
6. Employee affected by bump of higher senior employee.

A written notice of an "intent to bump" must be filed with the Office of the Superintendent or Superintendent’s Designee within five (5) working days of the effective date of the change that created the "job disturbance." This notice must be dated, must include the Article of the Agreement, the Section of the Agreement and paragraph authorizing the right to "bump." It must be signed by the individual "bumping" and indicate to which position the "bump" is directed. A copy of this must be filed with the President of the Union, Local 316, Custodial and Maintenance Employees.

Qualifications for a "bump" will be as per bidding, Article 11, Section 2, paragraph four (4), including probationary period if "bump" is into a different classification.

#### ARTICLE IV: GRIEVANCE PROCEDURE

Section 1. The grievance procedure shall apply to the provisions of this Agreement and to administrative practices and policies of the District directly affecting the employees covered by this Agreement.

Section 2. No employee shall be discharged without just cause. The Superintendent of Schools shall provide a written statement of cause of dismissal. Violation of this Agreement by an employee may be regarded as cause for discharge.

Section 3. In the event an employee is dissatisfied with a ruling submitted to him by his immediate supervisor, or if there is any difference of opinion or dispute between the employer and the employee regarding the interpretation or operation of this Agreement, the following procedure will be followed:

- a. A written grievance must be filed with the employee grievance committee and a copy sent to his immediate supervisor within seven (7) days after knowledge of the occurrence of the act which resulted in the grievance. Failure to file a grievance, as provided, will relieve the employer of all financial obligation and responsibility concerning the complaint.
- b. Should a grievance arise, an attempt will be made to settle such dispute, between the authorized representative of the Union and the Superintendent or Superintendent's Designee. If a satisfactory solution is not reached by these parties within five (5) working days, then the representative of the Union and the Superintendent of Schools will attempt to adjust the grievance. They shall have five (5) working days to reach an agreement unless, by mutual consent, a longer period is agreed upon.
- c. In the event the representatives of the Union and the Superintendent of Schools cannot adjust the grievance within the time provided, the matter shall be referred to the Board of Education for review. The employee, accompanied by two (2) people of his choice, the involved personnel, and the Board will meet in committee session to hear the grievance. If no settlement is reached within ten (10) working days, the service of an arbitrator from the Illinois Education Relations Labor Board facilities shall be used to bring about a settlement. The arbitrator's ruling will be binding.

#### ARTICLE V: HOLIDAYS

Section 1. The following holidays, with pay, will be observed for all members of the custodial and maintenance personnel: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Martin Luther King's Birthday, President's Day, Good Friday, Easter Monday (if school is in session, Thursday preceding Good Friday), Memorial Day, and Independence Day (if this day falls on a Saturday or Sunday and summer school is in session the preceding Friday and/or the following Monday, the holiday will be the first day after the end of summer school.)

When any of the above holidays fall on a Saturday and/or Sunday, the proceeding Friday and/or the following Monday will be observed as a holiday provided school is not in session. If school is in session, such Friday and/or Monday will be considered a regular working day and, as such, will be compensated for at the regular rate of pay.

If any of the above holidays occur when school is in session, compensatory days off will be according to the following schedule:

1. The first compensating day will be the normal workday following Christmas Day.
2. The second compensating day will be the County Institute Day.
3. If a third compensating day is needed, it will be the Wednesday proceeding Easter. (If school is in session the week proceeding Easter, the third compensating day will be the Tuesday following Easter.)

4. If a fourth, fifth, etc. day is needed, the compensating day or days will be made by extending vacation time; arrangements being made through the Superintendent or Superintendent's Designee.

In the event that unforeseen circumstances would prevent these days to be taken as scheduled; compensating days will be determined by the Board.

Section 2. Should any employee be required to work on an authorized holiday as stated in the paragraph above, all time so worked will be at one and one-half times the regular rate of pay in addition to the holiday pay.

#### ARTICLE VI: VACATIONS

Vacations shall accrue at the following rates for the effective period of this Agreement:

Employees who have been employed for a period of one (1) year will be granted a two (2) week vacation with pay.

Employees who have completed eight (8) or more years of service will be granted three (3) weeks vacation with pay.

Employees who have completed fifteen (15) or more years of service will be granted four (4) weeks vacation with pay.

An additional day of vacation shall be granted to an employee in the event a holiday falls during the vacation period of said employee.

Any first year employee whose anniversary date of employment is between January 1 and June 30, inclusive, shall be entitled to vacation as of July 1 at the rate of one-half day of vacation for each full month of service prior to July 1.

Any employee whose anniversary date of employment is between July 1 and December 31 shall be entitled to any vacation benefits accruing on his/her anniversary during the summer of that year.

Vacation time may be used at any time during the year, but any vacation time requested outside the normal summer schedule must be submitted to the Superintendent or Superintendent's Designee no later than ten (10) working days in advance. His decision as to approval or disapproval of the request shall be final.

ARTICLE VII: SICK LEAVE

Section 1. Sick leave benefits *will* be determined in accordance with the following schedule:

<u>No. Months Worked</u>	<u>No. Days Granted Per Year</u>
9 months or 180 days	10
9-1/2	10-1/2
10	11
10-1/2	11-1/2
11	12
11-1/2	12-1/2
12	13

Maximum accumulation allowed: unlimited. Does not include summer school, night school, or substitute employment.

Any employee starting work after school is in session shall receive sick leave benefits on a pro-rated basis for the time worked that school year; i.e., one day per month for every employee starting after the school year begins.

Section 2. In the event any employee experiences a continual illness or a serious injury within any given school term which would prevent him from performing his regular duties in the District, salary payments would continue for the current fiscal year and other benefits, such as vacation, holidays, insurance payments, and seniority would be maintained, provided the employee has been in the District for fifteen (15) years and has forty-five (45) days accumulated sick leave. Said paid absence will be counted against the accumulated sick leave.

Section 3. Written notice of any absence shall be presented to the building principal upon return to work. Such notice shall include the date and/or dates of absence of the employee. The Principal shall submit written notices of absence to the Office of the Superintendent each week. The School District shall provide a proper form to be submitted by the employee, which shall include a carbon copy to be retained by the employee.

Section 4. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness *or* death in the immediate family. The immediate family, for the purposes of this Section, shall include: parents, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, legal guardians, corresponding in-law relations, and any relative living in the same household. All sick leave requests must be made to the Switchboard Operator both during the regular school year and during the summer months. When possible, the employee should notify the Building Principal of the intended absence. All employees who are absent because of illness or injury for an extended time should, upon return, have a written release from their physician.

Section 5. Reasonable time at full pay shall be granted for funeral leave for members of the immediate family. Such leave will not be deducted from sick leave. Prior arrangements with the Superintendent or Superintendent's Designee are required for determination of the number of days to be granted. Immediate family, for the purpose of this Section, shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents- in-law, brothers-in-law, sisters-in-law, legal guardians, corresponding in-law relations, and any relative living in the same household.

Funeral leave for other than a member of the immediate family must be requested in advance, in writing, and approved by the Superintendent of Schools and shall be deducted from accumulated sick leave.

Section 6. In the event of an absence related to a duty-connected injury, the District shall provide only workmen's compensation as determined by the insurance carrier, effective with the August 15, 1986 payroll.

In the event said employee was enrolled for family insurance at least three full months prior to being on workmen's compensation, the District shall provide said coverage to the employee at no cost to the employee for a period not to exceed one year.

Section 7. Upon leaving the service of the Unit #10 School District, each employee who has accumulated 630 or more hours of unused earned absence shall receive a benefit equal to 50% of the employee's normal daily rate for each day of unused earned absence but not to exceed \$3,500. In the event the employee has hours accumulated in excess of the number needed to receive the \$3,500 benefit, those excess hours shall be used to provide a benefit of 25% of the salary rate for those additional hours for an additional payment not to exceed \$2,500. These payments may be paid in equal installments over 3 quarters, payable 7 months prior, 4 months prior, and on the final paycheck to the employee if sufficient notice is provided to the School District. In the event the amount due under this provision changes because of the number of accumulated hours at termination, the final paycheck will reflect the appropriate adjustment. There will be no reduction in the number of accumulated sick days reported to the Illinois Municipal Retirement Fund whenever said benefit is paid.

Upon the death of any employee qualified under this Section, the monies due for the time so accumulated will be paid to the estate of the employee.

#### ARTICLE VIII: SUBSTITUTES

Section 1. Substitutes will be provided for regular employees who are absent from work. It will be the responsibility of the employee to notify the Superintendent or Superintendent's Designee or his appointed representative at least two (2) hours prior to the starting of his shift, if possible.

Section 2. The rate of pay for a substitute employed on a regular or irregular basis shall be established by the Board of Education. Such employee shall be used only to assist or supplement the regular employees and shall not be permitted to perform the regular duties assigned regular employees except in the case of serving for a regular in his absence.

Any employee, in classifications covered by this Agreement, who leaves the employment of the District in good standing because of a reduction in staff as determined by the Board of Education, shall be paid at the rate of seventy percent (70%) of the regular custodian rate for all time worked as a substitute, extra, or temporary employee.

## ARTICLE IX: GENERAL PROVISIONS

Section 1. An employee working in a higher paid classification on a temporary basis shall be paid the higher rate of pay for all time so worked, after receiving approval from the Superintendent or Superintendent's Designee.

Section 2. Leaves of absence, without pay, may be granted by the Board of Education to employees for legitimate reasons. Such leave shall not be for more than one (1) year, but may be extended upon review and approval by the Board. Seniority will not accrue during leave of absence.

Section 3. Seniority lists will be provided by the Board of Education at the beginning of the fiscal year.

Section 4. Any employee in any other classification in the Unit District shall do no work normally done by employees covered by the Agreement.

Section 5. All regular employees covered by the contract shall be provided with six (6) new uniforms consisting of six (6) shirts/tops and six (6) pants/slacks by the Collinsville School District. Any new employee covered by the contract shall be provided six (6) new uniforms following employment. In November of every other year thereafter, the School District shall furnish five (5) new uniforms to each employee covered by this Agreement, except for those employees who have not been a regular employee for twelve (12) months by November 1. Partial year employees shall receive a pro-rated number based upon the number of months employed by November 1 as compared to twelve (12) months. Employees shall wear said uniforms while on duty. The employee is responsible at his or her cost for the appropriate care, maintenance and replacement of said uniforms.

Section 6. Insurance: The Board of Education shall provide a hospitalization, medical, and major medical insurance program for full-time non-certificated personnel who enroll. The Board of Education shall pay the individual coverage premium in full and shall provide payroll deductions of the remaining premiums for full family coverage of any personnel desiring such additional coverage. The Board of Education shall pay \$55.00 per month in addition to the individual plan rate for those full-time non-certificated personnel enrolled in the family plan. The insurance carrier will be selected by the Board of Education, after consultation with the C.E.A. and S.E.I.U. The Board provided insurance shall be for twelve (12) consecutive months.

For employees whose term of employment is twelve (12) months per year, insurance shall continue for so long as the individual remains an employee of the District. For employees whose term of employment is nine (9) months per year or more but less than twelve (12) months per year, coverage shall be on a twelve (12) month per year basis for so long as the individual remains an employee of the District.

Employees whose work week is twenty-five (25) hours or more shall receive the full individual premium payment as noted above. Those whose regular work week is at least seventeen and one-half (17-1/2) hours but less than twenty-five (25) shall receive one-half of the individual premium payment if enrolled in the individual plan. If the seventeen and one-half (17-1/2) but less than twenty-five (25) hour employee enrolls in the family plan, the Board of Education shall pay an additional \$27.50 per month for dependent coverage.

Section 7. Any employee who is a member of any group recognized by the Board of Education, or who has applied for membership in any such group, shall be granted a payroll deduction of dues upon written request. Executed dues deduction request forms shall be furnished to the Director of Business Affairs prior to the first of the month is responsible for any make-up deductions. Such authorization for dues deductions shall continue in effect from year to year unless revoked in writing prior to June 15.

Section 8. When an employee in classifications covered by this Agreement is required to attend a meeting, they shall be paid for all time so spent.

Section 9. A job description of all classifications covered by this Agreement will be established through a program of meetings and discussions, the results reduced to writing and made a part of this Agreement. Said descriptions to be informational only and will not exclude any duties required to perform the requirements of the Unit #10 School District.

Section 10. The Board shall grant up to two (2) days personal leave per year at full pay subject to the following conditions:

1. Such leave shall be accumulative up to a maximum of four (4) days but cannot be taken the day before or after a school holiday or vacation.
2. Once an employee has accumulated the maximum of four (4) unused personal leave days, any additional personal leave days granted to the employee pursuant to this Section will accumulate as sick leave.
3. Any request for personal leave shall be made at least three (3) calendar days prior to the date requested (except in emergencies) to the Superintendent's or Superintendent's Designee stating the reason for the request.
4. It should be understood that permission would be granted only if this request is for important business reasons which cannot be transacted outside of school hours.

If the personal leave day is denied, written reasons for the denial will be given within three (3) days.

Section 11. Payday shall be every other Friday as established by Board Policy.

Section 12. The mileage reimbursement rate shall be the current IRS rate.

Section 13. Employees covered by this Agreement will be guaranteed no loss in pay while serving jury duty or appearing as a subpoenaed witness in any court action. The difference in pay above that paid for jury duty will be paid the employee.

Section 14. An extra man will be assigned to gymnasium, auditorium, and cafeteria activities for community organizations using school facilities. This does not apply to extracurricular activities. Said man must be on duty in the complex only and does not necessarily have to be restricted to duties in the place of activity.

Section 15. In the absence of the Director of Building and Grounds, custodial personnel of the respective buildings shall be responsible in preventing all unsupervised or unauthorized groups or individuals from using school building facilities with the understanding that they shall call the Principal, Assistant Superintendent, or police if unable to handle the problem without help.

Section 16. All new employees are required to pass a medical examination at School District expense; such examination to be designed by the School District and administered by a physician named by the School District. If the employee does not pass the medical examination, his/her employment will be terminated immediately. If an employee is required to have subsequent medical examinations as a condition of continued employment or for payment of sick leave benefits, the cost of the examinations shall be at the expense of the employer. In the event of a strike, work stoppage, or any other disruption of school operation, any 316 Service Employee, International Union, calling in ill must present a doctor's excuse at the employee's expense.

Section 17. Due to the fact that the school buildings are used by many organizations not directly connected with school activities, which adds extra work on to the normal schedule of an employee both at night and/or Saturday and Sunday, it is often necessary for employees to work overtime. Such overtime will be authorized only by the Superintendent or Superintendent's designee, but it shall be the responsibility of the Lead Man to schedule such overtime subject to approval by the Superintendent or Superintendent's designee.

Section 18. Should any Article, Section, or Clause of this Agreement be declared illegal by court of competent jurisdiction, by State or said Article, Section, or Clause, as the case may be, shall automatically be terminated from this Agreement.

Section 19. The Board of Education and S.E.I.U., Local 316, agrees not to discriminate against any employee because of sex, race, color, or creed.

Section 20. The interpretation of this contract for S.E.I.U., Local 316, shall be made by the Chairman of the Negotiating Committee for this present contract, the Business Representative, and the present officers; for the Board of Education, interpretation shall be made by the Chairman of the Board Negotiating Committee, Superintendent, Assistant Superintendents, and the Director of Business Affairs.

Section 21. This agreement shall remain in full force and effect from July 1, 2009 through June 30, 2012. If a new Agreement has not been reached prior to the expiration date, this agreement shall remain in full force and effect until a new agreement is reached.

Section 22. Telephone facilities shall be made available to personnel for their reasonable use for school related business. Efforts will be made to provide public pay phone facilities. Personal calls on school phones, except in emergencies, is discouraged. If a personal long distance toll call is made, this charge must be billed to the employee's home.

Section 23. Employees covered by this Agreement shall not engage in a strike except under the conditions as shown in Section 13 of the Illinois Educational Labor Relations Act (H.B. 1530).

Section 24. Maintenance employees will be required to take a maintenance test. Employees will be given three opportunities to pass the test within a six month period. All maintenance staff must stay proficient in all areas of maintenance. If these requirements are not met, employee will be placed in a custodial position by the Director of Building and Grounds.

All building light maintenance personnel will be required to successfully pass a building maintenance test.

The subject areas covered on the tests, will be mutually agreed upon by the Administration and Union Executive Board Members.

Section 25. All custodial/maintenance personnel will be evaluated annually by the Director of Building and Grounds.

Section 26. The Director of Building and Grounds will give written notification to any lead-custodial/maintenance personnel that are not fulfilling their job responsibilities. If said individual does not correct the items indicated in written notice within 15 working days, the Director of Building and Grounds will place said individual in a non-lead custodial/maintenance position. The vacant lead-custodial/maintenance position will be posted. Individuals interested in the position must apply in writing. Following the interview process, the individual being removed from the lead position will take the position of the individual chosen for the lead-custodial/maintenance position.

Section 27. Employees who are required to file a Statement of Economic Interests must file the form and provide the school Business Office with a copy of the employee's receipt of filing not later than the required filing date. Notification of the need to provide a copy of receipt to the Board Office shall be given 30 days in advance of any withholding of salary payments. In the event such evidence is not provided to the Business Office, the District shall withhold salary payments to the employee until compliance is provided.

Section 28. Fair Share. The following provision shall apply to members of the bargaining unit who were members of S.E.I.U., Local 316 on or after November 6, 1991, and to all members of the bargaining unit hired after November 6, 1991:

1. Each bargaining unit member, as a condition of his /her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state, and national dues.
2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, the employer shall deduct the fair share fee from the wages of the non-member.
3. The employer shall pay such fee to the Union no later than ten (10) days following deduction.
4. In the event of any legal action against the employer brought in a court of administrative agency because of its compliance with this Article, the Union agrees to defend such action at its own expense and through its own counsel provided:
  1. The employer gives immediate notice of such action in writing to the Union, and permits the Union intervention as a party if it so desires; and

2. The employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

Section 29. The District shall not use volunteers to avoid hiring additional employees. Volunteers may not be used where there are certification requirements, violations of IDPH regulations, confidentiality concerns, or in situations where special training or knowledge is required to do the job. Volunteers may not be in restricted areas, such as in food service kitchens, behind office counters, or in custodial closets, without the express approval of an employee who regularly works in that area.

If an employee objects to the District's use of a volunteer in a specific situation, the employee shall have the right to submit a written objection to the use of the volunteer with his/her supervisor. The objection must state what the volunteer is doing that the employee finds objectionable and why he/she finds it objectionable. The employee's supervisor and the employee shall attempt to reach an agreement regarding the situation. Failing to reach an agreement, the grievance procedure shall be followed.

Volunteers must meet acceptable standards of dress and conduct.

#### ARTICLE X: CUSTODIAL AND MAINTENANCE SALARY RATES

Classification Before July 2003	Years Experience		FY10 Old Hire	FY11 Old Hire	FY12 Old Hire
Regular Custodian (Steps)					
1	3.1	1	18.88	19.26	19.65
2	3.2	2 and 3	20.1	20.5	20.91
3	3.3	4 through 6	21.37	21.8	22.24
4	3.4	7 and over	22.4	22.85	23.31
Lead Custodian, Light Maint.	4.1	does not move	23.36	23.83	24.31
Groundskeeper	4.2	does not move	23.8	24.28	24.77
Regular Maintenance	4.3	does not move	24.61	25.1	25.6
Maintenance Supervisor	4.4	does not move	25.47	25.98	26.5

Classification After July 2003	Years Experience		FY10 New Hire	FY11 New Hire	FY12 New Hire
Regular Custodian (Steps)					
N1-N4 old design					
1	1.01	1	11.50	11.50	11.50
2	1.02	2	12.00	12.00	12.00
3	1.03	3	12.50	12.50	12.50
4	1.04	4 and over	13.00	13.00	13.00
	1.05		13.52	13.52	13.52
	1.06		14.06	14.06	14.06
	1.07		14.62	14.62	14.62
	1.08		15.21	15.21	15.21
	1.09		15.82	15.82	15.82
	1.1		16.45	16.45	16.45

Lead Custodian, Light Maint.	2.1	does not move	14.68	15.12	15.57
Groundskeeper	2.2	does not move	15.19	15.65	16.12
Regular Maintenance	2.3	does not move	15.71	16.18	16.67
Maintenance Supervisor	2.4	does not move	16.48	16.97	17.48
HVAC Maintenance			63,713.11	64,987.37	66,287.12

A RIF (reduction in force) substitute in good standing rate is determined by multiplying the regular custodian, Step 1 rate by 75%.

When a person is initially employed, that person is considered as having one year experience. A person obtains additional years of experience only at the beginning of a school year and must have earned a complete year of experience, i.e., a person must be employed on the first day of a school year to obtain a year of experience.

Persons, who were regularly employed by the Collinsville School District as of June 30, 1989, shall qualify as a Step 4 regular custodian regardless of years of experience. Persons who are hired as regular custodial employees during the period of July 1, 1989, through June 30, 1990, shall be considered as having 3 years experience for 1991-92, 4 years in 1992-93, etc. Persons who were hired as regular custodians during the period of July 1, 1990, through November 6, 1991, shall be considered as having 2 years of experience for 1991-92, 3 years in 1992-93, etc. Persons who are hired as regular custodians effective November 7, 1991, or thereafter, shall begin on Step 1, Year 1.

- NOTES:
1. Effective March 1, 1983, deductions from employees for IMRF shall be placed in a tax sheltered status.
  2. Effective with payrolls beginning April 1, 1985, (May, 1985, coverage) payroll deductions shall be made for family plan insurance. Service Employees Loca1316, Custodial and Maintenance Personnel, may elect to have the hourly rate reduced for family plan insurance participants in accordance with the following procedure:

$$\text{Annual Cost of Family Plan} - \text{Annual Cost of Individual Plan} = \frac{\text{Annual Allowance under Article IX, Section 7}}{2080 \text{ hours.}}$$

In the event Service Employees Loca1 316, Custodial and Maintenance Personnel, wishes to change from one method to the other as described above, notice must be given to the Superintendent no later than May 1 to be effective July 1. A change can only be made effective July 1.