

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

July 1, 2010 -- June 30, 2015

ARTICLE I -- RECOGNITION

The Board of Education of Harrisburg Community Unit School District #3, Harrisburg, Illinois, hereinafter referred to as the Employer, hereby recognizes the Service Employees International Union, Local 316, Carbondale, Illinois, hereinafter referred to as the Union as the exclusive bargaining representative for all the full time custodial, janitorial and cleaning personnel of the Employer except for those classified as head custodians.

ARTICLE II -- SCOPE OF BARGAINING

Both parties agree to negotiate in good faith with respect to wages, working hours, fringe benefits and any mutually agreed upon matters.

ARTICLE III -- BOARD RIGHTS

The Union recognizes the right of the Employer to manage its operations and to plan, direct and control the policies and conditions of employment of the employees, insofar as such policies are not inconsistent with the expressed provisions of this Memorandum of Understanding.

ARTICLE IV -- STRIKES

The Union and its members agree that there shall be no strikes, walkouts, slow downs, or stoppage of work during the term of the Memorandum and the Employer agrees that there shall be no lockouts during the term of this Memorandum.

ARTICLE V -- SENIORITY

SECTION 1

All new employees shall be required to serve a probationary period, which will be one (1) year. During this probationary period employees may be dismissed without respect to seniority.

SECTION 2

Upon completion of the probationary period any employee's seniority shall accumulate commencing with the first day of regular work.

SECTION 3

Should a reduction in force become necessary, the youngest in seniority shall be the first to be laid off. The last one laid off shall be first to be recalled for employment.

SECTION 4

A thirty (30) day trial period shall apply to new assignments, which are the result of transfers, job bidding, etc. If the employee fails to successfully complete the trial period, he shall be reassigned to his previous position and all affected employees shall revert to their previous positions or, in the case of a new employee, may be terminated or assigned to the vacant position.

ARTICLE VI -- HOURS OF WORK

SECTION 1

The work day shall be eight (8) consecutive hours, excluding lunch periods, except that any shift beginning on or after 12:00 noon shall be eight (8) hours in length, including a paid thirty (30) minute lunch period. Each employee's schedule shall consist of five (5) consecutive days. Each employee shall be allowed a lunch period within the first six (6) hours of the work shift. This lunch period is to be taken consecutively, not split.

SECTION 2

All time worked, in excess of eight (8) hours in one (1) day, or forty (40) hours in one (1) week shall be paid at the rate of one and one-half (1-1/2) times the regular rate.

SECTION 3

All time worked on any sixth (6th) consecutive day shall be paid at the rate of one and one-half (1-1/2) times the regular rate and all time worked on any seventh (7th) consecutive day shall be paid at the rate of two (2) times the regular rate. All time worked on any Sunday, that is not part of a regularly scheduled shift shall be paid at the rate of two (2) times the regular rate.

SECTION 4

All paid time shall count as time worked for the purpose of computing overtime under the provisions of this Article VI.

SECTION 5

There shall be no pyramiding or duplication of overtime. In any case where more than one (1) overtime rate would apply, only the highest rate applicable shall be paid.

SECTION 6

When any employee reports for work as scheduled, they shall be allowed a minimum of fifty percent (50%) of their scheduled hours of work, or equivalent pay unless prior notification of at least one (1) hour has been given.

SECTION 7

When any employee is called back to work, such work not being a continuance of their regular shift, they shall be paid a minimum of two (2) hours of work at one and one-half (1-1/2) times their regular rate. (This does not apply to sixth (6th) and seventh (7th) day assignments which may be only one (1) hour in length.)

SECTION 8

Any employee who is required to work for three (3) or more hours past their regularly scheduled shift without a break between shifts, shall be allowed a thirty (30) minute paid lunch period, within those hours of work and an additional thirty (30) minute paid lunch within each additional four (4) hours worked thereafter.

SECTION 9

Overtime must have prior approval of the Superintendent, building principal or Director of Maintenance and Custodial Services.

SECTION 10

When a scheduled work shift is changed, due to any reason, without prior notification of at least one (1) week, the rate of pay for any shift so worked shall include the shift differential as usually applies to the originally scheduled work shift.

SECTION 11

There shall be no re-scheduling of an employee's shift or days of work to avoid the payment of overtime.

ARTICLE VII -- GRIEVANCES

SECTION 1 -- DEFINITION

A grievance shall mean a complaint by a custodian that there has been an alleged violation, misinterpretation or misapplication of any provision of this Memorandum of Understanding and Agreement.

SECTION 2 -- PROCEDURES

A. FIRST STEP. An attempt shall at all times be made to resolve any grievance in an informal verbal discussion between the custodian and the custodian's immediate supervisor.

B. SECOND STEP. If a grievance cannot be resolved informally, the aggrieved custodian shall file a grievance in writing and at a mutually agreeable time, discuss the matter with the Superintendent and Business Representative of the Union. The written grievance should state the nature of the grievance, should note the specific clause or clauses of this Memorandum of Understanding and Agreement allegedly violated, and should state the remedy requested. The filing of the grievance at the second step must be within ten (10) days from the date of the occurrence of the event giving rise to the grievance.

C. THIRD STEP. If the grievance is not resolved satisfactorily to the custodian within ten (10) days after consideration under Step Two, there shall be available a third step of binding arbitration. The custodian may submit in writing a request to enter into such arbitration. The State Department of Labor shall be requested to provide an arbitrator whose decision on the matter shall be final and binding on both parties. If demand for arbitration hereunder is not filed by the aggrieved custodian within fifteen (15) days of the Second Step answer, then the grievance will be deemed to be

withdrawn. Neither the Board nor the custodian will be permitted to assert any grounds before the arbitrator, which was not previously disclosed to the other party and asserted as a ground in support of such parties' position.

SECTION 3

Any individual, employee or group of employees may at any time present grievances to the employer and have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of the Memorandum of Understanding and Agreement provided that the bargaining representative has been given the opportunity to be present at such adjustment.

ARTICLE VIII -- VACATIONS

SECTION 1

- A. Employees with one (1) through four (4) years of service shall receive two (2) weeks vacation with pay.
- B. Employees with five (5) through ten (10) years of service shall receive three (3) weeks vacation with pay.
- C. Employees with eleven (11) through fifteen (15) or more years of service shall receive four (4) weeks vacation with pay.
- D. Employees with sixteen (16) or more years of service shall receive five (5) weeks vacation with pay.

Vacation days must be used in units no shorter than one (1) full day. Vacation days will be earned throughout the year on a pro rated basis per the schedule above. Vacation days may not be taken until earned in the first year of employment. Any days left over from the accumulated amount for the first year of employment must be taken before June 30th of the following year (2nd year of employment), up to a maximum of ten (10), if the employee actually worked the full year. This language applies only to those custodians that are in the (1) through (4) years of service employment.

SECTION 2

Vacation time may be used at any time during the year and employees shall be granted their preference of vacation time in accordance with their seniority, provided that, during the summer vacation period their request for vacation is submitted before the first (1st) day of May. Any vacation time requested outside the normal summer schedule must be submitted to the Superintendent of Schools no later than ten (10) working days in advance. His decision as to approval or disapproval of the request shall be final.

SECTION 3

Employees with three (3) or more weeks of vacation service may one time annually, at their option, sell back to Unit #3, five (5) days of accumulated vacation at a value of fifty percent (50%) of the individual employee’s regular rate exclusive of any differential.

ARTICLE IX -- HOLIDAYS

SECTION 1

The following holidays, with pay, will be observed for all members of the classifications covered by this Memorandum of Understanding and Agreement.

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|-------------------------------|--|
| New Year’s Eve | New Year’s Day |
| Martin Luther King’s Birthday | Lincoln’s Birthday or Presidents Day (School Calendar) |
| Pulaski Day | Good Friday |
| Memorial Day | Fourth of July |
| Labor Day | Columbus Day |
| Veteran’s Day | Thanksgiving Day |
| Day after Thanksgiving | Christmas Eve |
| Christmas Day | |

SECTION 2

Should any of the above named holidays fall on a Saturday or Sunday, the preceding Friday and/or the following Monday will be observed as the holiday, provided school is not in session. Should school be in session on any such holiday then the employee shall be granted an additional day vacation in lieu of such holiday lost.

SECTION 3

Should any employee be required to work on any of these holidays, they shall be compensated at the rate of time and one half (1-1/2) times their rate of pay in addition to their holiday pay.

SECTION 4

Each employee’s birthday shall be granted as an additional paid holiday with the holiday to be taken during the summer non-school vacation period. Employees whose birthday falls between July 1 and December 31 shall be entitled to observe the earned paid holiday the summer vacation preceding the birthday. Employees whose birthday falls between January 1 and June 30 shall be entitled to observe the earned paid holiday during the summer vacation following the birthday.

ARTICLE X -- FRINGE BENEFITS

SECTION 1 -- MAJOR MEDICAL

The Board shall provide Major Medical Insurance for employees under the same conditions as the teachers.

SECTION 2 -- SICK LEAVE

The School Board shall grant their full-time custodians sick leave provisions not less in amount than fifteen (15) days at full pay in each school year. If any custodian does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum available leave of two hundred forty (240) days at full pay, including the leave of the current year.

SECTION 3 -- PERSONAL LEAVE

The Board shall grant custodians four (4) days of personal leave without loss of pay. The fourth day may only be used when no substitute is needed. Personal leave is provided to allow employees to meet unusual, urgent or compelling personal obligations, which require absence from school. Such leave shall be subject to the following limitations, procedures and interpretations:

- A. Personal leave days shall not accumulate. Any custodian not taking three (3) personal leave days shall receive a bonus of thirty-five dollars (\$35.00) for each day not taken, payable the second pay day in the month of June of the current school year.
- B. Two half-days may be used as one (1) full day. (No smaller fractional days.)
- C. Personal leave may not be used for days covered by sick leave.
- D. Personal leave days shall not be taken during the first and last week of school or immediately preceding or following a holiday. A week is defined as five (5) pupil-teacher attendance days.
- E. Advance written notice shall be submitted to the principal as far in advance as possible.
- F. The Board may make exceptions with respect to the provisions named in the event of extreme emergency.

SECTION 4

Should any employee be required to use their personal vehicle for Unit District business, they shall be reimbursed for each mile of use at the rate of thirty cents (.30) per mile. Such use of personal vehicles shall have prior written authorization of the immediate supervisor.

SECTION 5

Medical examination and/or x-rays required by the Board shall be at the expense of the Board.

SECTION 6

The employer agrees to payroll deduction for union dues. The Union shall furnish to the employer, signed authorization for the deduction of dues and the amount to be deducted. The employer shall submit to the Union the amount deducted on or before the twenty-fifth (25th) of each month.

SECTION 7

Each employee covered by this Agreement shall, upon retirement from this District (which means application and acceptance of retirement pension) having not less than ten (10) years of service with the District be granted severance pay based on this formula: \$100 x years of experience in this District with a maximum of thirty (30) years.

SECTION 8

The employer agrees to assume the cost of the employee's 4.5% share of the I.M.R.F. contribution.

SECTION 9

The employer obligation for the employee share of I.M.R.F. shall commence with the successful completion of the one (1) year probationary period as outlined in Article V, Section 1.

ARTICLE XI -- GENERAL PROVISIONS

SECTION 1 -- USE OF OUTSIDE CONTRACTORS

The Board shall have the undisputed right to contract for custodian, maintenance, construction, landscaping or any other type of work which, in its judgment, is economically advantageous to the district. For the term of this agreement, all work customarily performed by the employees of the bargaining unit shall be continued to be so performed. The Board agrees that the right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members.

SECTION 2

Both the Union and the employer agree that they will not in any way practice unlawful discrimination against any employee because of race, color, creed, sex, age, handicap, marital status, political affiliation, national origin, veterans of the Vietnam Era or any other non-merit reason. Membership in the Union is not a condition of employment.

SECTION 3

When a vacancy occurs or a new job is created within the classification covered by this agreement, the employee with the greatest seniority making application for said position, shall be given this assignment. Notice of such vacancy or new position shall be included with each employee's paycheck next following creation of such vacancy or new position. The employee shall have three (3) working days following such notice to make application. Such bidding shall apply only to the original position and to the vacancy created by the first bidding. After conclusion of the second bidding, such positions left open shall be open to application by the employees, but assignment of employees to fill any vacancies resulting from bidding shall be at the discretion of the district.

SECTION 4

Employees injured on the job and receiving workman's compensation shall be allowed to use only that part of their sick leave necessary to guarantee no loss in pay.

SECTION 5

If any portion of this Memorandum of Understanding is found to be illegal, the remainder of the agreement shall remain in full force and effect.

SECTION 6 -- FAIR SHARE

Each service employee who successfully completes the probationary year of employment, whether they choose to join or not join the Service Employees International Union, shall pay to the Union a fair share fee for services rendered by the Union. Any amounts collected shall not include any fees for contributions related to election or support of any candidate for political or public office.

ARTICLE XII -- WAGES

SECTION 1

Wages for the term of this Memorandum of Understanding shall be pursuant to Appendix A attached hereto and incorporated by reference into this agreement.

SECTION 2

For all hours worked on any shift beginning on or after 12:00 noon the following hourly shift differential will be paid - thirty cents (.30) per hour. For all hours worked on any shift beginning on or after 10:00 p.m. - forty cents (.40) per hour.

Beginning July 1, 2003 hourly shift differential will be paid at (\$.35) and (\$.45) cents per hour respectively.

SECTION 3

The shift differential, as specified in Section 2 of this article, shall be part of and inclusive to the regular rate of pay when calculating time and one half (1-1/2) rate for time worked in excess of eight (8) hours in one day or forty (40) hours in one week. The above shall apply only to full shifts worked (no partial shifts).

SECTION 4

The employer paid pick-up I.M.R.F. contribution shall be tax sheltered in accordance with I.R.S. and I.M.R.F. rules and regulations.

ARTICLE XIII -- TERM OF MEMORANDUM

SECTION 1

This agreement shall be effective July 1, 2010, and remain in full force and effect until the 30th day of June, 2015.

SECTION 2

This Memorandum of Understanding will automatically be reopened for negotiations at least sixty (60) days prior the expiration date of this Memorandum of Understanding.

SECTION 3

During such negotiations, this Memorandum of Understanding shall remain in full force and effect except that during such negotiations subsequent to the expiration date of this Memorandum of Understanding either party on ten (10) days notice to the other may terminate this Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

July 1, 2010 -- June 30, 2015

DATED: _____

Vice-President, Board of Education

Secretary, Board of Education

Member, Local 316

Member, Local 316

Business Representative, Local 316

APPENDIX A

CUSTODIAL HOURLY RATES

Contract is open for negotiation to determine years three-four-five
(2012-2013, 2013-2014,2014-2015)

The work force shall not be reduced for the first three years of this Agreement:
2010-2011, 2011-2012, 2012-2013

(Eleven Full Time Employees)

Level	% of Top	Base 2009-2010	0% 2010-2011	2.0% 2011-2012	TBA % 2012-2013	TBA% 2013-2014	TBA% 2014-2015
0	75%	\$12.76	\$12.76	\$13.02	\$-----	\$-----	\$-----
1	83%	\$14.12	\$14.12	\$14.40	\$-----	\$-----	\$-----
2	91%	\$15.49	\$15.49	\$15.80	\$-----	\$-----	\$-----
3	100%	\$17.02	\$17.02	\$17.36	\$-----	\$-----	\$-----