

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**THE COORDINATING COUNCIL
FOR
MAINTENANCE AND OPERATIONS EMPLOYEES
AND
THE BOARD OF EDUCATION OF THE CITY OF PEORIA**

This agreement is made and entered into between the Board of Education of the City of Peoria, hereafter referred to as "Board," and the Coordinating Council for Maintenance and Operations Employees, hereinafter referred to as "Council," "Bargaining Unit," or "Bargaining Representative."

1. This Council is the exclusive bargaining representative for full-time, non-certificated personnel who are actively employed in School District No. 150 as maintenance and operations employees. This agreement has been entered into pursuant to the provisions of the Illinois Educational Labor Relations Act.
2. The Bargaining Representatives of Council shall be selected by members of their own group. Each group shall be entitled to one representative, with the exception of the Custodial group. They will be allowed to have three at large positions. These groups shall consist of the following:
 - A. Custodians (three at large)
 - B. Skilled Crafts
 - C. Special Maintenance
 - D. General Maintenance
 - E. Bus Mechanics

These representatives shall be selected and nominated from personnel from their own groups. Only Union members may vote for election of representatives. Voting that takes place shall be of secret ballot. These representatives shall be elected to a three-year term.

The Council shall select a Chairman. All communications concerning collective bargaining shall be channeled through the Council Chairman and the Bargaining Agent.

All grievances shall be turned over and taken up by the Council. Failing to reach an agreement, the grievance shall be turned over to the Business Representative.

All Council Representatives shall have the responsibility of notifying members in his group of any special meetings or business concerning the Union body.

3. The Board shall designate its representative to be present at meetings between the Council and the Administration.
4. The Council and the Board agree to bargain collectively with regard to all matters directly affecting wages, hours, and terms and conditions of employment. Matters of inherent managerial policy including such areas of discretion as standards of service, budget, organizational structure, selection of new employees, and direction of employees shall not be subject to collective bargaining.
 - 4.1 The Board agrees that, through June 30, 2013, it will not subcontract bargaining unit work within the jurisdiction of the Union, with the exception of that work which has been previously subcontracted based upon past practice.
 - 4.2 In the event that any layoffs are necessary within the bargaining unit, the Board agrees to bargain the impact of such decisions.
 - 4.3 The Board agrees that the bargaining unit positions under the new Collective Bargaining Agreement will remain within the jurisdiction of the Union through June 30, 2013.
5. Collective bargaining meetings shall be held as necessary, at times and places agreed upon by representatives of the bargaining unit and the Administration. All collective bargaining meetings shall be closed to the public and the news media.
6. A "Management/Labor Committee" will meet on the first Thursday of even-numbered months at 2:00 P.M., or such other times and places agreed to by the Labor Committee and Management. At these meetings, representatives from the Labor Committee may make recommendations to Management regarding any Administrative or Board policy affecting personal grievances. Up to seven (7) Labor Committee representatives may attend these bi-monthly meetings, and they shall be permitted time off from their duties if the meeting is scheduled during their working hours. It is

understood that the purpose of these meetings is to establish and maintain communication with public employees and to consider any recommendations for improving employee conditions and relations.

Except for Management Labor Committee, Grievance Committee meetings, and Resolution of Contract Complaints or Grievances to Committee Members, Council and Union business is to be conducted during non-working hours; provided, however, bargaining unit employees will be released from their duties, with pay, to testify at any arbitration proceeding held pursuant to paragraph 14.6 of this Agreement.

An employee shall be entitled to Union representation at disciplinary meetings.

7. **SICK LEAVE**

Attendance is an essential requirement of any job covered by this Collective Bargaining Agreement.

- 7.1 Each full-time employee working twelve months shall be credited with a sick leave reserve of thirteen (13) days of full pay for each year of eligible service in the Peoria Public Schools. Such sick leave reserve may accumulate to a maximum of 225 days. If a full-time employee has accumulated more than 23 and less than 72 sick leave days prior to the commencement of any school year and during such year has exhausted all accumulated sick leave, then such employee may use up to three additional sick leave days in that school year. Each employee shall receive annually, on or before October 1, a report of that employee's current available sick leave. However, beginning July 1, 2000, additional days may be accumulated prospectively to a maximum of 260 days with the requirement that days in excess of 230 shall be used only in the year of retirement for purposes of (a) extended illnesses or (b) creditable service under Public Act 84-812.
- 7.2 Any employee who is appointed after the opening day of the normal working year shall be credited with one day of sick leave for each full month left in the normal working year.
- 7.3 Each year at the beginning of an employee's term of employment, he shall have immediately available for use, his entire sick leave reserve for that year as defined above, except that newly appointed staff members must report for duty before being eligible for sick leave.

- 7.4 Extended sick leave benefits are available after non-certificated employees have exhausted their regular sick leave reserves. They may apply for disability benefits provided by the District through the Illinois Municipal Retirement Fund and receive one-half of their regular rate of pay which they are receiving at the date of disability, subject to the regulations governing IMRF.
- 7.5 Sick leave shall be interpreted to mean personal illness or serious illness or death in the employee's family or household. The immediate family for purposes of this section shall include: parent, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brother-in-law, sister-in-law and legal guardians.
- 7.6 Sick leave shall not be debited for legal holidays or vacations.
- 7.7 In cases of continuous illness where an employee received compensation because of accumulative sick leave, a physician's or practitioner's certificate shall be submitted to the Payroll Department, if the employee is absent for more than ten days. A physician's certificate may be required as deemed necessary in other cases.
- 7.8 No employee shall lose his accumulated allowance for unused days of sick leave by reason of having been on leave of absence or because of service in the Armed Forces of the United States.
- 7.9 If an employee is present for one hour of any half-day session, attendance shall be credited for the entire half day. This provision shall be limited to five times per year, except when an employee submits a written doctor's excuse.
- 7.10 In the event an employee shall become ill, injured, or disabled during the school day, including disabilities resulting from broken glasses or broken dental plates, there shall be no consequent loss of pay for that day, except in the case of employees who have used up their current and accumulative sick leave. If employees qualify for loss of time benefits under Worker's Compensation, Item 7.11 will apply.
- 7.11 Absences due to duty connected injury shall not be deducted from the employee's accumulated sick leave provided he/she qualifies for benefits under Workers' Compensation.
- 7.12 Absence up to thirty (30) working days per year due to duty-connected injury shall not be deducted from the employee's accumulated sick leave

providing he qualifies for loss of time benefits under Workers' Compensation. During this period, the Board shall pay the employee's full salary. If an employee receives Workers' Compensation for loss of time while receiving full salary from the District, such compensation shall be endorsed or remitted to the District.

Absence up to ninety (90) working days due to injury from an assault and battery sustained while on duty as an employee of District 150, shall not be deducted from the employee's sick leave. During this period, the Board shall pay the employee's full salary. If an employee received Workers' Compensation for loss of time while receiving full salary from the District, such compensation shall be endorsed or remitted to the District.

See Appendix A, paragraph 10.C. for reinstatement rights following a long-term absence.

- 7.13 Funeral Leave. A staff member may have up to three (3) days leave with pay to attend the funeral of a parent, spouse, sibling, child, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or legal guardian.

Sick Leave will not be charged for Funeral Leave and a staff member would be permitted up to fifteen (15) days sick leave (from available sick leave) if they were not able to return to work due to the death of a spouse, child or parent.

- 7.14 Jury Duty. The Board shall pay the regular salary of employees called to serve as jurors or subpoenaed to appear before the legal and quasi-legal review panels as witnesses. The employees shall remit to the District any per diem expenses received as part of such service.

8.A. **FAMILY AND MEDICAL LEAVE**

1. All terms used in this Section have the meaning as they are defined and used in the "Family and Medical Leave Act of 1993" [PL 103-3] or any regulations promulgated thereunder.

2. Eligible employees (as defined in the Act means those employed for at least twelve (12) months with the District for at least 1250 hours of service with the District during the previous twelve-month period) are entitled to a total of twelve (12) work weeks unpaid leave during any twelve-month period for one or more of the following reasons:

- a. The birth of a child of the employee and to care for the child [expires twelve (12) months after birth];
- b. The placement of a child with an employee for adoption or foster care [expires twelve (12) months after placement];
- c. To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition;
- d. An employee is unable to perform the function of the position because of the employee's own serious health condition.

3. Leave taken for the birth or placement of a child cannot be taken intermittently or on a reduced leave schedule. Employees seeking intermittent or reduced leave based on a planned medical treatment are required to provide to the Director of Human Resources or his designee a medical certification outlining the dates on which treatment is expected and the duration of the treatment. The employee must also comply with the notice requirements of paragraph 4. below.

4. All requests for leave due to a serious health condition, shall include a certification issued by a health care provider. The certification must include:

- a. The date the condition began;
- b. Its probable duration;
- c. Appropriate medical facts;
- d. A statement that the employee is unable to perform the job function or that the employee is needed to care for a family member with a serious medical condition for a specific time.

5. The District may require the employee to obtain the opinion of a second health care provider designated by the District, and to be paid for by the District. In the event of a conflict between the first and second opinions, the District may, again at its expense, obtain a third opinion from a health care provider approved jointly by the District and the employee, and this opinion will be final and binding.

The District may require that an eligible employee obtain subsequent recertifications.

6. An eligible employee returning from leave has the right to be returned to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

7. An eligible employee will retain all accrued benefits while on leave, however, no other benefits will accrue during the period of the leave. The District does maintain coverage under the group health plan during the duration of an eligible employee's leave so long as the employee is current in all payments or contributions required under the plan.

In addition to any remedies provided by law, if the employee fails to return from leave for a reason other than a serious health condition that would entitle the employee to a continuation of leave or other circumstances beyond the employee's control, the employee must reimburse the District for all premiums it has paid for maintaining the health plan coverage during the period of leave. This "serious health condition" must be evidenced by a timely certification from the appropriate health care provider provided to the Director of Human Resources, which must include the points of paragraph 4. c and d above.

8. Should there be a miscarriage, or should the death of the child occur within the period of leave, the employee may, in writing, request early reinstatement. Should a position become available for which the employee is qualified, the employee shall be offered reinstatement to that position.

9. An employee who is pregnant may continue on active employment as late into her pregnancy as she desires, provided she is able to perform all of her essential functions.

10. An eligible employee must give notice to the District, in writing, to the Director of Personnel at least thirty (30) days prior to the date on which the leave is to begin of their intent to take leave in cases of expected birth, placement of a son or daughter, or planned medical treatments. When circumstances require a leave to begin in less than thirty (30) days as with a premature birth, sudden changes in a serious health condition, or the availability of a child for placement, the eligible employee must give as much notice as is practicable.

8.B. PARENTAL LEAVE

8.1 A full-time employee who has completed two consecutive years of service from date of initial employment may elect to receive a leave of absence without pay for the purpose of childbearing or childrearing pursuant to the procedures outlined in paragraph 9.1.

8.2 Should there be a miscarriage, or should the death of the child occur within the period of parental leave, the employee may, in writing, request early reinstatement. Should a position become available, the employee shall be reinstated providing there is a position for which he or she is qualified.

8.3 An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform all of her required functions.

8.4 A request to elect parental leave shall be made in writing to the Director of Personnel at least thirty (30) days prior to the date on which the leave is to begin except in the case of emergency. Parental leave shall begin prior to either the birth or adoption of a child. A physician's statement certifying pregnancy shall be submitted with such request.

8.C. **SICK LEAVE BANK.**

At the beginning of the 1997/1998 school year, the District shall establish a Sick Leave Bank. Employees may enroll in the Sick Leave Bank during the 1997/1998 school year, contributing two (2) sick leave days that year and two (2) sick leave days in the following year. A committee of six (6) shall be selected by the Superintendent and the Union with equal representation to establish rules and regulations concerning the use of the Sick Leave Bank by members of the bargaining unit. No employee shall be allowed to use Sick Leave Bank days unless their individual accumulated sick leave is exhausted. The decision of the committee shall be final and not subject to the grievance procedure.

In any one school year, no more than 45 Sick Leave Bank days may be used by any member of the bargaining unit, and not more than 180 sick leave days may be used by the bargaining unit as a whole. Any employee who uses the Sick Leave Bank shall repay the Sick Leave Bank for the days used in subsequent school years by reducing future sick leave days by 50% of the total earned until all sick leave days have been repaid.

9. **LEAVE OF ABSENCE WITHOUT PAY**

9.1 Leave of Absence for twenty days or less:

A. Request for leave of absence without pay shall be made in writing to the Director of Human Resources and routed through the building principal.

B. The Director of Human Resources may grant up to five days leave of absence without pay, and the Superintendent or his/her designee may grant up to twenty days after taking into consideration the following factors:

- a) The nature of the request.
- b) The recommendation of the building principal.
- c) The availability of a qualified substitute.

9.2 Leave of absence for more than twenty days: employees may be granted a leave of absence for twenty (20) days or more only by action of the Board based on the following conditions:

- A. Requests for leave shall be in writing and directed to the Director of Human resources.
- B. Eligibility shall be based on a minimum of two (2) years of continuous employment in the Peoria Public Schools.
- C. All leaves of absence without pay shall be limited to one work year. Further extension shall be limited to one normal work year. Further extension shall be at the discretion of the Board. No leave shall be extended beyond two (2) years.
- D. Except for parental leave, all leaves without pay should commence at the beginning of a work year and reinstatement during the work year shall be at the discretion of the Board.
- E. Salary increments or steps on the salary schedule shall not accrue.
- F. Sick leave days shall not accrue, but unused sick leave held at the start of the leave shall be available upon reinstatement.
- G. Written notice of intention to either return or resign shall be given by the employee to the Director of Human Resources sixty (60) days prior to the beginning of the work year. Failure to furnish such written notice shall constitute a notice of resignation.
- H. Employees returning to the District from a leave of absence without pay will be reassigned to the position they left, if available, or to any available position for which they are qualified.
- I. Leaves of absence without pay may be granted for study, travel to work in an educational program sponsored by an official governmental agency (Peace Corps, Job Corps, etc.), to serve in public office, or for other good and sufficient reason.

- J. A leave of absence without pay shall be granted to any employee who is elected as business agent for the term of his/her office. There shall be no interruption in seniority during such leave. The employee shall be permitted to participate in the group insurance and other fringe benefits offered under this agreement at his/her expense, provided there is no legal prohibition against continued participation in any benefit program.

10. **PERSONAL BUSINESS LEAVE**

- 10.1 A maximum of two Personal Business Leave Days per year, non-cumulative shall be granted to fulfill pressing business or legal obligations which cannot, through the exercise of reasonable diligence, be scheduled outside the normal work hours.
- 10.2 An employee intending to use such leave will give written notification to the building principal as soon as possible, but in any case at least 24 hours prior to the day on which such leave is to be taken except under extenuating circumstances or in an emergency situation.
- 10.3 Except under extenuating circumstances, Personal Business Leave days shall not be granted the day before or after a holiday or vacation periods.
- 10.4 An absence involving a misuse of such leave will be deducted at the daily rate of pay of the employee for each day of absence. Misuse of Personal Business Leave is subject to discipline.
- 10.5 Employees who return from leave, or employed after the opening day of school and on or before the last day of November shall be granted two days Personal Business Leave for that school year. Employees who return from leave, or employed between the first day of December and the last day of February shall be granted one day Personal Business Leave for the school year.
- 10.6 Unused Personal Business Leave days will be added to accumulated sick leave days for the following year. Such sick leave reserve may accumulate to a maximum of 225 days.

11. **VACATION SCHEDULE FOR 12-MONTH PERSONNEL OTHER THAN ADMINISTRATIVE STAFF**

- 11.1 Twelve-month, full-time personnel, not members of the administrative staff employed for twelve calendar months, July 1, through June 30, shall be entitled to an annual vacation with pay which shall be determined from the

number of years each member has been employed as ascertained only from July 1 for each year of employment.

- 11.2 The approved weeks of vacation with pay shall be as follows:
 - A. After one year of continuous employment 2 weeks
 - B. After five years of continuous employment 3 weeks
 - C. After twelve years of continuous employment 4 weeks
- 11.3 A new member employed after July 1, and at least six months prior to June 30, shall be entitled to a vacation of one week with pay.
- 11.4 Members whose employment is terminated prior to the end of the fiscal year shall receive a monetary vacation allowance equal to 2% of their base pay earned to the date of termination for each week to which they would have been entitled had the year been completed. To be eligible for vacation pay adjustment, an employee must have been continuously employed for at least six months prior to termination.
- 11.5 Members who retire at the end of the fiscal year shall do so prior to June 30 according to the number of weeks of entitled vacation, but the termination date shall be June 30.
- 11.6 Vacation is earned in the fiscal year (July 1-June 30) prior to which it is taken. In other words, vacation is earned in one fiscal year (July 1 through June 30) and taken during the following fiscal year (July 1 through June 30) in its entirety.
- 11.7 Vacation time is given annually for recreation and relaxation, therefore, it is noncumulative. Employees are encouraged to use their full vacation allowance each year. Unused days may not be carried over into the next year.
- 11.8 Vacation time is given annually for recreation and relaxation; therefore, it is non-cumulative. Members are encouraged to use their full vacation allowance each year. However, a member may be permitted to carry over a maximum of ten (10) days unused vacation to the following year provided that a request to carry over vacation days is made not later than May 15 and approval obtained from the Director of Human Resources or his designee not later than June 1. If a member is allowed to carry over up to ten (10) days unused vacation days, they must be used not later than December 31 of the following fiscal year.

Members are to give three (3) days notice of their intent to take vacation days, unless approved by a Supervisor.

- 11.9 For the purpose of this policy, "full-time employees" shall be interpreted to be those who work a minimum of seven hours per day.
- 11.10 Vacation pay earned prior to the death of a Union member shall be paid to his or her surviving spouse, if living, or to the decedent's estate.
- 11.11 Holidays falling within vacation periods shall not be charged against vacation time.

12. **SENIORITY FOR NON-CERTIFICATED EMPLOYEES**

- 12.1 Seniority with the District shall begin on the official date of full-time employment, as determined by Board action.
- 12.2 A full-time, non-certificated employee shall have seniority for a specific job dating from his date of employment in that job classification.
- 12.3 Bargaining Unit seniority is the only factor in determining layoffs and recalls rights (2 years). Seniority of employees shall be an important factor, but not necessarily the only factor, in establishing promotions and transfers. Other factors that will be considered are ability, qualifications and performance. Thus, if two employees who are equal in ability, qualifications and performance are being considered for the same position, the employee with seniority would be given the position. If, however, the employee with seniority were not as well qualified as the other employee, then the other employee would be given the position.

It shall be the responsibility of the supervisory staff and the Director of Human Resources to evaluate each person being considered for a change in position or classification, and to make a decision. It is incumbent upon them to make such decisions fairly and without favoritism.

- 12.4 A probationary period of eighteen (18) months shall be in effect for new hires and transfers from outside the bargaining unit. A probationary period of 180 working days shall be in effect for all bargaining unit promotions. A probationary period of 60 working days shall be in effect for all transfers within the bargaining unit [excluding promotions]. Job seniority shall not become effective until the employee has completed the applicable probationary period, at which time seniority shall then be retroactive to the date of the transfer or promotion. If a person does not successfully complete the probationary period, he shall be returned to a position

comparable to the one held prior to his transfer or promotion but not necessarily the same position.

Swing custodians performing general maintenance work for more than 240 working days during two successive calendar years, starting with the first day they began the performance of general maintenance work, will receive general maintenance pay. If such employee is promoted to the general maintenance classification during the two-year period, the working days during which such employee performed general maintenance work shall be credited toward the 180 working day probationary period. Since records were not previously kept, this paragraph shall become effective January 1, 1997.

- 12.5 All seniority shall be computed on the basis of continuous service, except that, when an employee has been granted an official leave of absence, he shall retain his seniority to that date. No seniority will accrue during a leave of absence, but will resume when an employee returns from leave.
- 12.6 The administration shall use every practical method to inform employees when vacancies exist. No vacancy may be filled until after five (5) days notice, unless a member of the bargaining unit is assigned to fill the vacancy pursuant to other provisions of this Agreement.

If any employee is interested in a particular transfer or promotion, he should make that interest known in writing to his immediate supervisor and to the Director of Personnel. All such requests shall be given consideration when job vacancies exist.

- 12.7 When filling vacancies, the District shall grant no less than three interviews to bargaining unit employees (if available) who possess the necessary licenses or certificates for the job vacancy.
- 12.8 Reduction in Force. In the event of a reduction in force and/or layoff, the person with the least amount of bargaining unit seniority within a classification that is being reduced shall be the displaced employee. The priority of positions shall be as follows:

- 1. Electrician
- 2. Special Maintenance (including Mechanics)
- 3. General Maintenance
- 4. Swing Custodian
- 5. High School – Head Custodian
- 6. Engineer

7. Senior Custodian
8. Fireman
9. Custodian (includes Preventative Maintenance)

If the bargaining unit member with the least amount of bargaining unit seniority within the classification has greater seniority than another bargaining unit member in a lower classification, that individual will be entitled to that position. If a bargaining unit member refuses to take an assignment of a lower classification, they will not be considered for any other positions and deemed ineligible for employment with Peoria Public Schools District 150.

Employees that assume a new position as a result of a reduction in force and/or layoff will be given a 120 working day probationary period for training and evaluation purposes. If, after the 120 working day probationary period, the employee is unable to perform at a satisfactory level, he or she shall be placed in the lowest classification within the bargaining unit. Furthermore, the employees bumped as a result of the reduction in force shall return to their previous position prior to the reduction occurring, in the event the employee that bumped him is not performing satisfactorily.

Bargaining Unit members that assume new positions in lower classifications, due to a reduction in force and/or layoff shall be compensated at the rate of pay in their previous position for six (6) months. After the six-month period, the employee shall assume the rate of pay of their current position.

13. **OVERTIME FOR NON-CERTIFICATED EMPLOYEES**

- 13.1 Under normal circumstances, overtime shall be on a voluntary basis. However, in emergency situations, all employees are expected to cooperate in every way possible to deal with the emergency.
- 13.2 The regular base salary rate will be paid for all hours worked up to 40 hours per week. The rate of compensation for hours worked in excess of 40 hours per week will be at one and one-half times the regular rate. Hours paid during any week for sick days, personal business leave, holidays, vacation days and jury duty, shall be considered to be hours worked for the purpose of computing overtime pay.
- 13.3 All overtime except for Special Maintenance and Trades, shall be divided as equally as possible among the full-time employees within a given classification, within a school, the Administration Building (or a department

outside of a school building). However, in the event of an emergency, overtime may be assigned to persons as necessary, without regard to equal distribution among employees.

A standardized overtime roster will be maintained and posted for custodians in each building. Overtime rosters will be maintained for all job categories. Disparities will be corrected by assigning future overtime to employees who have not received an equal opportunity for overtime.

- 13.4 In a school building, overtime pay will be allowed when approved by the principal or such person designated by him. In the Administration Building and in other departments outside of a school building, overtime will be allowed when approved by the employee's immediate supervisor.
- 13.5 Principals and supervisors will be responsible for keeping overtime work to a minimum.
- 13.6 Overtime work shall be assigned to persons who are qualified to perform the work required.
- 13.7 The overtime call procedure for exceptional custodial needs as determined by the District, will be in the following order: First, Swing Custodians, secondly, Custodians working in the building where overtime is needed; thirdly, General Maintenance from the Buildings and Grounds Shop, or Custodians called from the list of custodial volunteers. A separate list is to be maintained for this overtime, and work may be assigned without regard to whether overtime hours are being equalized among the bargaining unit employees performing overtime work due to exceptional custodial needs.
- 13.8 In the event there is a call-out due to security reasons at any facility, there will be a minimum of two (2) hours pay to any employee responding to the call-out.
- 13.9 Whenever an employee fills in for another employee with a higher classification on a temporary basis, that employee will be paid at a higher rate after the tenth (10th) working day of performing the duties of the higher classification. This provision will only apply if the work has been authorized in advance by the Director of Buildings and Grounds or his designee or the Director of Transportation or his designee.

14. **GRIEVANCES**

14.1 Purpose:

The purpose of this policy is to secure, at the lowest possible administrative level, equitable solutions for established procedures, problems or complaints from individuals which may arise in matters related to their employment.

14.2 Definitions:

- A. "Days" and "working days", means days [or parts thereof] actually worked.
- B. The administration organization of the school or the School District, as used in this Section, refers to the line of Administrative responsibility as contrasted to professional responsibility in a staff relationship. For example, the school principal is responsible for the supervision of all persons in his building. Since a principal is directly responsible to the Assistant Superintendent for Operations and Personnel Services, he becomes the next Administrative level in the process of resolving a personal problem or complaint. However, the principal is expected to utilize the services of staff personnel, such as the Director of Buildings and Grounds, the Personnel Department, etc., when dealing with personal problems and complaints.
- C. The building principal and Supervisor of Custodians shall determine the working hours for the Custodians during the summer months.

14.3 Review of Problems:

The Administrative organization of the School District provides a series of levels through which an individual problem may be handled. An individual is entitled to a review of his problems by each of these levels, or a combination thereof. This review should be completed by all levels, except for binding arbitration, within forty-five (45) days.

At any level, before binding arbitration, in any case where the individual puts his complaint in writing, either voluntarily or on request of the supervisor, the decision of the supervisor shall also be in writing.

Level One

Complaints must first be discussed with an individual's immediate supervisor in an attempt to resolve the matter informally. The immediate supervisor shall, within five (5) days give a definite decision to the individual.

Subsequent Levels

If an individual is not satisfied with the disposition of his complaint at Level One, he may file the complaint with the next level within five (5) days after the decision was rendered at Level One. If he still is not satisfied with the decision, he has the right to continue his complaint through each level, except to binding arbitration. Complaints must be filed with the next highest level within five (5) days of the decision rendered at the last level. The decision of the arbitrator will be final.

At all levels, the individual has the right to have a representative present.

Alternates

If for any reason the Administrator at any level is not available to act on a personal problem or complaint within the prescribed time period, it will be processed by the person who is authorized to act on regular matters in his absence.

14.4 Levels Defined for Each Employee Group:

Maintenance and Operations Department

A. School Custodians

Level 1	Principal or Designee
Level 2	Supervisor of Custodians/Director** Director of Human Resources or Designee
Level 3	Controller/Treasurer or Designee
Level 4	Arbitration

The First Step requires that grievances be taken to the Principal. However, the Head Custodian is to be notified of all grievances.

B. General Maintenance

Level 1	Foreman
Level 2	Supervisor of Maintenance/Custodians/Director** Director of Human Resources or Designee
Level 3	Controller/Treasurer or Designee
Level 4	Arbitration

C. Skilled Crafts and Special Maintenance

Level 1	Foreman (where applicable)
Level 2	Supervisor of Maintenance Director** Director of Human Resources or Designee
Level 3	Controller/Treasurer or Designee
Level 4	Arbitration

**Refers to Director of Buildings and Grounds

Transportation Department

Maintenance and Garage Help

Level 1	Shop Foreman
Level 2	Director of Transportation/Director of Human Resources or Designee
Level 3	Controller/Treasurer or Designee
Level 4	Arbitration

Textbook Department and Warehouse

Level 1	Foreman - Warehouse
Level 2	Manager - Textbook Department & Warehouse Director** Director of Human Resources or Designee
Level 3	Controller/Treasurer or Designee
Level 4	Arbitration

Other Employees

Any employees not included in the aforementioned groups will follow the levels outlined in the District's Administrative Organization.

*In matters relating to Section 504 of the Rehabilitation Act of 1973, the complaint will be filed with the District's compliance officer.

14.5 Grievance Committee:

A Grievance Committee comprised of three (3) members of the bargaining unit and three (3) members of the Administration will meet as needed to discuss and mediate grievances which have not been resolved at lower levels. Appeals to the Grievance Committee shall be made to the Assistant Superintendent of Planning and Operations who will then schedule a Grievance Committee meeting within five (5) days at 3:00 P.M., or at such other time as the parties mutually agree. The Grievance Committee will meet in closed session, and the matter discussed at the meeting will be kept confidential. If the grievance cannot be resolved within fifteen (15) days of submission to the Grievance Committee, the Grievance Committee or the Board may request binding arbitration; provided, however, that such request is made within twenty (20) days after the grievance has been submitted to the Grievance Committee.

14.6 Binding Arbitration:

Any dispute involving any employee in the bargaining unit concerning the administration and interpretation of this Collective Bargaining Agreement which has not been resolved at the Grievance Committee level may be submitted to binding arbitration upon the written request of his unit representative, or the Superintendent. The Administration shall not be required to arbitrate matters of inherent Board of managerial policy which include such areas of discretion as the standards of educational services, budgeting procedures, organization structure, or selection of new employees. Administration participation in the earlier levels of the grievance procedure shall not constitute a waiver of the defense that the dispute involves management prerogatives outside of the scope of the bargaining agreement and therefore not subject to binding arbitration. The costs of binding arbitration shall be borne equally by the School District and the bargaining unit; provided, however, if the employee is not a dues paying member of the bargaining unit, then the bargaining unit may seek reimbursement of its share of the costs of arbitration from such employee.

The Illinois Educational Labor Relations Board maintains a Labor Mediation

Roster. The arbitrator is to be selected from such roster in the following manner: A list of five (5) arbitrators shall be submitted to both the Administration and the bargaining representative. Each side shall alternately strike names from the list of arbitrators. The Administration shall then notify the arbitrator of his selection and make arrangements for a hearing date convenient to the parties. All proceedings before the arbitrator shall be closed to the public. The arbitrator will hear the dispute and decide the issues in accordance with the Arbitration Rules and Procedures of the Illinois Uniform Arbitration Act (710 ILCS 5/1, et seq.).

Notwithstanding any other provision contained herein to the contrary, the Grievances Committee's right to submit grievances to binding arbitration shall terminate upon the date and in the event any strike, work stoppage or withholding of services occurs during the term of the Collective Bargaining Agreement.

15. **GROUP HOSPITALIZATION AND MEDICAL INSURANCE**

Members of the bargaining unit and retirees who are eligible for health insurance coverage will participate in the United Healthcare of the River Valley Plan as offered to District Administrators. In the case of any active employees, if the dollar amount of single/family coverage is in excess of the premium amount for that coverage, the excess will be paid to the active employee (less any required taxes); however, the same shall not occur for those individuals who are retirees; this provision shall be applicable for all years of the Contract. Staff members meeting IMRF retirement qualification may opt to participate in the District's group rate by buying in at the group rate until they become eligible for Medicare. Precertification requirements, penalties, co-payments, deductibles, etc. are covered within the Employee's Selected Plan. Employees should refer to their individual plan requirements.

15.1 Dependent coverage shall extend to age 19 years, unless the dependent is a full-time student and then eligibility shall be extended to age 25 years. The contract year 2007-2008 funding amount of \$5,330 toward single coverage and \$12,791 toward employee/child, employee spouse and family coverage will remain in effect until December 31, 2008. In the case of any active employees, if the dollar amount of their single, employee/child, employee/spouse, or family insurance coverage is in excess of the premium for that coverage, the excess will be paid to the active employee (less any required taxes); however, the same shall not occur for those individuals who are retirees; this provision shall be applicable until December 31, 2008 after which time the Board shall pay the lesser of the scheduled premium or actual premium for each coverage.

15.2 For the calendar year 2009, the Board shall pay the cost of health insurance coverage regardless of the bargaining unit members' election of

single, employee/child, employee spouse or family coverage in accordance with the following schedule:

Coverage	Plan "A"	Plan "B"
Single	\$6,264.72	\$4,562.40
Employee/Spouse	\$12,505.44	\$9,100.80
Employee/Child	\$11,257.20	\$8,193.12
Family	\$16,873.92	\$12,277.80

15.3 For the calendar year 2010, the Board shall pay the cost of health insurance coverage regardless of the bargaining unit members' election of single, employee/child, employee spouse or family coverage in accordance with the following schedule:

Coverage	Plan "A"	Plan "B"
Single	\$6,452.66	\$4,699.27
Employee/Spouse	\$12,880.60	\$9,373.82
Employee/Child	\$11,594.92	\$8,438.91
Family	\$17,380.14	\$12,646.13

15.4 For the calendar year 2011, the Board shall pay the cost of health insurance coverage regardless of the bargaining unit members' election of single, employee/child, employee spouse or family coverage in accordance with the following schedule:

Coverage	Plan "A"	Plan "B"
Single	\$6,775.29	\$4,934.23
Employee/Spouse	\$13,524.63	\$9,842.51
Employee/Child	\$12,174.67	\$8,860.86
Family	\$18,249.15	\$13,278.44

15.5 For the 2010 calendar year, if the Union so chooses, the Board will work with the Union to develop a Request for Proposal for health insurance with specifications determined by the Union in an effort to find a lower cost provider than any existing health insurance provider serving the District. This provision will be applicable for both current bargaining unit members and retirees participating under the plan.

15.6 This Article shall be subject to the wage reopener provisions as respects the Board's contribution toward health insurance beginning with the 2012 calendar year.

15.A. **DENTAL INSURANCE**

Effective January 1, 2001, eighty percent (80%) of the cost of group dental insurance coverage for regular, full-time staff members and their dependents, if requested, will be paid by the District. Such coverage shall require a \$50 deductible per person to a maximum annual claim limit of \$1,000 per person.

16. **GROUP LIFE INSURANCE**

All regular, full-time employees will be insured at Board of Education expense for \$25,000 of group term life insurance. This coverage is effective October 1, 1988.

In addition, the Board of Education shall allow, subject to acceptance by the insurance company, each regular, full-time employee to purchase additional life insurance. The additional coverage shall be purchased at a group rate and may be purchased to a maximum additional coverage of \$100,000.

17. **FLEXIBLE BENEFIT ACCOUNT**

The District shall make available a Flexible Benefit Account to members of the bargaining unit.

18. **PAID HOLIDAYS**

18.1 All full-time personnel employed 12 calendar months, July 1, through June 30, will be entitled to the following paid holidays, so long as the state continues to recognize such holiday, except for the restrictions described herein:

- A. New Year's Day
- B. Martin Luther King's Birthday
- C. Lincoln's Birthday*
- D. Good Friday
- E. Memorial Day
- F. July 4
- G. Labor Day
- H. Columbus Day
- I. Veterans' Day
- J. Thanksgiving Day

- K. Day after Thanksgiving
- L. December 24
- M. Christmas Day

*Lincoln's Birthday will be alternated with President's Day, whichever the District observes that year.

- 18.2 If a holiday occurs during a weekend, Saturday holidays shall be observed on the preceding Friday, and Sunday holidays shall be observed on the following Monday; except in those instances where the change would affect the normal operation of the school system, in which instance a day would be added to the individual's regular vacation period.
- 18.3 A holiday occurring within a scheduled vacation period shall not count as a day of vacation nor shall a holiday occurring while an employee is on leave of absence for sickness or injury count against the employee's sick leave credits.
- 18.4 For the purpose of this Agreement, "full-time" employees shall be interpreted to be those who work a minimum of seven hours per day. Temporary and part-time personnel and personnel employed for less than 12 calendar months will not be granted paid holidays.

19. **INDIVIDUAL PERSONNEL RECORDS OF EMPLOYEES**

- 19.1 Before the Director of Personnel shall sign a payroll authorization, a cumulative personnel folder shall be established and maintained in the central office for any newly employed personnel.
- 19.2 The personnel folder shall contain all documents required by law and administrative regulations and reports of evaluations. The folder may also contain other pertinent material concerning the individual.
- 19.3 Before any critical material is placed in the personnel folder of an employee, he or she will be given an opportunity to examine it. After examining the critical material, he or she may make a written statement in response, and his or her statement will be placed in his or her personnel folder along with the material.
- 19.4 Any employee requesting a review of his or her personnel file shall make such request 24 hours prior to said review. All reviews shall be observed by a witness designed by the Personnel Director.

- 19.5 Newly employed non-certificated employees are responsible for providing the Personnel Office with the following materials:
- A. A record of satisfactory physical examination signed by a physician designated by the Peoria Public Schools.
 - B. A vaccination certificate signed by a physician in good standing with the State Department of Registration and Education showing immunity to smallpox.
 - C. A birth certificate.
 - D. Written evidence that the candidate has successfully completed the program for the detection and control of tuberculosis as provided in the Illinois School Code.
 - E. Properly signed State and Federal Withholding Tax Forms.
 - F. A properly signed application indicating preference with regard to insurance programs.
 - G. Properly signed statements regarding Illinois Municipal Retirement Fund.

20. **TAX SHELTERED RETIREMENT**

In accordance with the Illinois Pension Code, the Illinois Municipal Retirement Fund member contributions are not to be considered as taxable wages when computing federal or state income tax withholding.

21. **RETIREMENT COMPENSATION**

21.1 Cash Bonus -- District 150 will pay upon retirement a cash bonus in the amount of forty percent (40%) of accumulated sick leave days not to exceed 225 days. Such compensation shall also be available in case of death of an employee to the widow, widower, or dependent children. In the case of a single employee such compensation is available to his or her dependent parents. Up to 60% of accumulated sick leave days may be used for "creditable service" under Public Act 84-812. The bonus shall be paid ratably over the last nine (9) months of employment, provided the employee signs an irrevocable Notice of Retirement not less than twelve (12) months prior to the employee's stated retirement date. Should an employee use sick leave days during the twelve (12) month period, the District shall have the right to offset any such payments from future

retirement bonus payments due the employee under this Article. For the 2000/2001 fiscal year, Notice of Retirement must be received by September 1.

21.2.

Early Retirement Incentive - Effective January 1, 2009, provided no lapse in coverage has occurred, through December 31, 2011, the Board shall pay \$5,330.00, \$5,330.00 and \$5,330.00 for each year respectively, of the health care premium for the employee for those meeting one of the following eligibilities:

- a. 30 years of experience at the age of 55 through 57
- b. 20 years of experience at the age of 58 through 62
- c. 15 years of experience at the age of 63 to 65
- d. at age 65 the District will not cover the Health Care Premium for retirees. They will be covered by Medicare.

In addition, the District will pay \$500 toward the incremental cost of family coverage.

21.3 5 + 5 Retirement Incentive. The BOARD will offer an IMRF 5 + 5 Retirement Incentive during the period June 1, 2010 to May 31, 2011. Employees must submit a Letter of Intent to retire under the 5 + 5 program at least seven (7) months in advance of the date of retirement or before October 31, 2010 in order to take advantage of this provision.

22. **UNION DUES**

22.1 The District agrees to an irrevocable dues check-off for the duration of this Agreement, not to exceed one year.

22.2 **FAIR-SHARE**

A. All employees covered by this agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

- B. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.
- C. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union within ten (10) work days of said deduction unless required to remit a fee to the Labor Board for escrow.
- D. The Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.
- E. The Union and the Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.
- F. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.
- G. The Union (Firemen and Oilers' Local 8, Painters' 157 Local 183, IBEW Local 34) shall indemnify, defend, and hold harmless the Board of Education of the City of Peoria, School District 150, from any liability or claims because of complying with, or granting a fair share provision, according to Section 22B of this Agreement or the provisions of Fair Share sections under the Illinois Educational Labor Relations Act.
- H. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.
- I. If, at any time, during the term of this Agreement, Union membership is less than 75% of the total number of employees in the bargaining unit, then this fair share provision shall be automatically deleted from the Agreement effective on the next July 1st anniversary date.

23. **EFFECTS OF AGREEMENT**

23.1 Full force and Effect:

If any section, paragraph, sentence or clause of this Agreement is or becomes in violation of law or is declared invalid, illegal, or unconstitutional by a court of competent jurisdiction, then such section, paragraph, sentence or clause shall be automatically deleted from this Agreement, but the remaining sections, paragraphs, sentences, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted section, paragraph, sentence or clause.

23.2 Supplemental Negotiations:

The terms and conditions set forth in this Agreement represent the full and complete and only understanding between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, additions to, or deletion only through the voluntary, mutual consent of the parties in a written amendment hereto. It is further understood that the provisions of this Agreement are binding on both parties.

23.3 No-Strike Clause:

Employees in the bargaining unit shall not engage in a strike except under the following conditions:

- A. Mediation has been used without success.
- B. At least five days have elapsed after a notice of attempt to strike has been given by the bargaining representative to the administration.
- C. This collective bargaining agreement has expired.
- D. Neither the administration nor the bargaining representative have mutually agreed to submit the unresolved employment issues to arbitration.

The Board shall have the right to discipline any employee for taking part in an illegal strike or work stoppage.

24. **MISCELLANEOUS**

- 24.1 Paychecks - The Employer shall either electronically deposit paychecks or provide employees with a debit card with their bi-monthly amount.
- 24.2 Mileage - Employees will be reimbursed for travel in personal vehicles required as part of their duties at the rate of \$.31 per mile.
- 24.3 License Reimbursements - The Employer will reimburse employees the difference in cost between an operator's license and a commercial driver's license for renewals only. Additionally, the Employer will reimburse employees for the cost of any special licenses that are required in the performance of an employee's job duties.

25. **DURATION OF AGREEMENT**

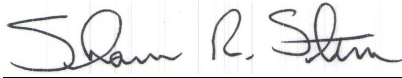
This Agreement shall be effective July 1, 2008, and shall continue in effect through June 30, 2013, and thereafter from year to year unless written notice is given prior to March 1, in the year in which this Agreement is to terminate or prior to March 1, of any subsequent year by either party, of its desire to terminate, modify, or amend this Agreement. Upon receipt of such notice, arrangements will be made to begin negotiations at a mutually convenient time.

There will be a wage reopener for this Contract for the 2011-2012 and 2012-2013 years of the Contract.

This Agreement, and any supplemental agreement hereto, shall be binding upon the parties hereto, and their successors. In the event that the operation of the School District is transferred to or taken over by any other public school district or districts, the successor or successors shall assume and agree to be bound by all of the terms and provisions of this Agreement.

The Employer agrees to open negotiations on early retirement incentives [paragraph 21.2 of the Contract], if Senate Bill 251 or similar legislation is passed in the State of Illinois.

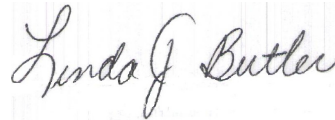
This revised Agreement is signed this 12th day of September, 2011



Chairman, Coordinating Council



Union Business Manager, Firemen
and Oilers Local #8



For Board of Education,
School District No. 150

APPENDIX A
SALARIES AND REGULATIONS FOR CUSTODIANS
EFFECTIVE JULY 1, 2008
REOPENER FOR 11/12 & 12/13 EFFECTIVE JULY 1, 2011
(Wages Stated Per Hour)

No bargaining unit member will receive a step increase for the first three years of this agreement. However, each member shall be granted credit for each year of service so when an employee completes their fourth year, they will be moved to the last step of the "Regular Custodian wage schedule."

1. Regular Custodian

	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>	<u>12-13</u>
	*12.89	*12.89	*12.89	*12.89	*12.89
0-1 year	13.28	13.68	14.09	14.38	14.74
1-2 years	14.49	14.92	15.37	15.68	16.08
2-3 years	15.22	15.68	16.15	16.48	16.90
3-4 years	15.98	16.46	16.95	17.29	17.73
Over 4 years	17.04	17.55	18.08	18.45	18.92

*Individuals hired after July 1, 2008, under the classification Custodian or Indefinite shall be paid at the wage rate of \$12.89 (Step 1 from 2005-2008 CBA) for three (3) consecutive years, meaning no step or increase shall be given, however they shall be credited years of service.

2. <u>Senior Cust-Elem</u>	17.97	18.51	19.07	19.46	19.95
3. <u>Head Cust—HS</u>	18.25	18.80	19.36	19.75	20.25
4. <u>Fireman-HS</u>	17.41	17.93	18.47	18.84	19.32
5. <u>Engineer-HS</u>	18.25	18.80	19.36	19.75	20.25
6. <u>Swing Cust</u>	18.25	18.80	19.36	19.75	20.25

7. Bonus [7-5 Schedule]

Custodians working 35 hours, Monday through Friday, five (5) hours on Saturday. Work performed on Saturday will be paid at time and one-half. If a holiday, sick day, personal day, or vacation day falls on a Custodian's 7-5 work schedule, the Custodian shall receive eight (8) hours credit for that day and will only be required to work four (4) hours on Saturday.

8. Extra Compensation

A. Second & Third Shift \$.35 per hour

B.1. Effective 2000/2001 school year
Longevity After 5 years \$.10 per hour
Longevity after 10 years \$.15 per hour

B.2. Effective 2001/2002 school year
Longevity after 5 years \$.15 per hour
Longevity After 10 years \$.20 per hour

B.3. Effective 2002/2003 school year
Longevity After 5 years \$.15 per hour
Longevity After 10 years \$.20 per hour

Longevity after 20 years \$.25 per hour

Longevity increases shall be effective on the anniversary date of employment.

Longevity Pay -

9. Intentionally omitted.

10. Indefinite Employees

These employees will be entitled to the wages and benefits only required by law.

A. Employees may be hired to fill these vacancies on an as-needed basis to maintain annually established custodial and maintenance manning levels for a period of not to exceed 18 months;

B. These employees will be entitled to the wages and benefits provided in paragraphs 7, 8A, 8B, 11, 13, 15 and 18 of the present Agreement. Indefinite employees shall not be entitled to bargaining unit seniority. However, the indefinite employees employed by District 150 prior to the effective date of this Collective Bargaining Agreement will be entitled to the wages and benefits provided in the 2005-2008 Collective Bargaining Agreement for indefinite employees.

C. If the absent employee is able to return to work within 18 months, he or she shall be assigned to the same position, and receive the same rate of pay. If the absent employee is not able to return to work until after 18 months, he or she shall receive the same rate of pay and the District shall have the

right to place such employee within the bargaining unit. If an employee returning after 18 months is placed in a job with a lower pay rate than the employee is receiving, the District reserves the right at a later date to reassign the employee to a vacant position commensurate with his actual pay rate without posting the vacancy.

Individuals hired after July 1, 2008, under the classification Custodian or Indefinite shall be paid at the wage rate of \$12.89 (Step 1 from 2005-2008 CBA) for three (3) consecutive years, meaning no step or increase shall be given, however they shall be credited years of service.

Indefinite employees shall fill custodial vacancies when employees are absent for any reason. In the event of a termination, resignation, or retirement, an indefinite employee will not fill that vacancy for more than 10 days, unless extenuating circumstances prohibit, which at that time management will consult with the Union for an extension.

11. Employees refusing or not responding to an overtime opportunity that is scheduled or called out shall be charged hour for hour the amount of hours charged to the employee that performed actual hours worked.

APPENDIX B

SALARIES AND REGULATIONS FOR MAINTENANCE PERSONNEL EFFECTIVE JULY 1, 2008 REOPENER WAGES FOR 11/12 & 12/13 EFFECTIVE JULY 1, 2011 (Wages Stated Per Hour)

1.	<u>Skilled Crafts</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>	<u>12-13</u>
	A. Painter Foreman	24.35	25.08	25.83	26.35	27.01
	B. Painter	23.14	23.83	24.54	25.03	25.66
	C. Carpenter	24.38	25.11	25.86	26.38	27.04
	D. Carpenter Foreman	25.60	26.37	27.16	27.71	28.41
	E. Millworker	20.38	20.99	21.62	22.06	22.62
	F. Electrician	25.50	26.27	27.06	27.61	28.30
2.	<u>Extra Compensation</u> (Applies only to skilled crafts)					
	Spray Painter			\$.55 per hour		
3.	<u>Non-Skilled Maint</u>					
	A. Spec Maint:					
	Assistant	19.59	20.18	20.79*	21.21	21.74
	Beginning	20.66	21.28	21.92	22.36	22.92
	Intermediate	21.16	21.79	22.44	22.89	23.47
	Maximum***	25.50	26.27	27.06	27.61	28.30
	Grounds Foreman	25.50	26.27	27.06	27.61	28.30
	B. General Maint.- Swing					
	Beginning	18.89	19.46	20.04	20.44	20.96
	Maximum	19.20	19.78	20.37*	20.78	21.30

Anyone hired or promoted to general maintenance after July 1, 2008 is required to have a CDL license.

Effective July 1, 2008 any bargaining unit member classified as swing custodian under the prior collective bargaining agreement shall be called general maintenance-swing and moved to the general maintenance classification at the beginning rate for a year. The duties of the general maintenance-swing shall include all previous duties of a swing custodian, as well as, those duties of a general maintenance employee. General maintenance-swing may be required to work second or third shift depending on the need of management.

* Whenever a General Maintenance or Special Maintenance Assistant is performing special maintenance work unassisted, that employee will be paid the Special Maintenance Beginning rate. When a General Maintenance employee assists Special Maintenance, that employee will be paid the Special Maintenance Assistant rate.

*** State licensed Plumber and Heating, Ventilation and Air Conditioning [HVAC] Technician. Members of the bargaining unit shall be given preferential consideration for the job openings as an Apprentice Plumber and HVAC Technician.

4. Asbestos Related Work

A. Asbestos Work Foreman	23.29	23.99	24.71	25.21	25.84
B. Asbestos Worker	22.71	23.39	24.09	24.58	25.20
C. \$1.00/hour over employee's base pay, whichever is greater					

5. Roof-Related Work

A. Roofer Foreman	21.73	22.38	23.05	23.52	24.11
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6. Differentials/Extra Compensation (Applied only to non-skilled maintenance)

- A. Special Equip. Operator \$.20 per hour
- B Longevity After 5 years \$.15 per hour
- Longevity After 10 years \$.20 per hour
- Longevity after 20 years \$.25 per hour

Longevity increases shall be effective on the anniversary date of employment.

7. Job Classification and Transfer of Personnel

A person may be transferred from the general to the special maintenance classification upon the recommendation of the Director of Buildings and Grounds with the approval of the Superintendent of Schools and the Board.

- 8. When School District 150 needs to replace a Skilled Craft Employee (painter, carpenter, electrician, etc.), the School District will ask the craft's local for members to be interviewed to fill the position. This recognizes an established policy.
- 9. In the event of a casualty loss at the maintenance shop, the School District will replace employees' tools that are damaged or destroyed up to a maximum of \$7,000 for each employee. Replacement tools would be acquired through the School District Purchasing Department so as to obtain governmental discounts. Each technician shall provide a current inventory of his tools.
- 10. After the successful completion of a one-year period, employees promoted to general maintenance positions will be advanced to the "maximum" pay scale for

that job classification. After the successful completion of a one-year period, employees promoted to special maintenance will be advanced to the "intermediate" pay scale for that job classification.

11. If a Special Maintenance employee selected for a posted position after July 1, 1997, does not complete an appropriate training program as determined by the employer (up to three (3) years), the employee may be reassigned to his/her previous position, if available, or to a similar position within the bargaining unit for which he/she is qualified, and shall receive the wage rate applicable to the new position.
12. During the summer months, User Support Technicians shall work in the special maintenance classification, at the applicable pay rate for the job performed, at the discretion of the Director of Buildings and Grounds.

APPENDIX C
 SALARIES AND REGULATIONS FOR TRANSPORTATION PERSONNEL
 EFFECTIVE JULY 1, 2008
 REOPENER WAGES FOR 11/12 & 12/13 EFFECTIVE JULY 1, 2011
 (Wages Stated Per Hour)

1. Maintenance Personnel

	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>	<u>12-13</u>
A. Head Tech	20.88	21.51	22.16	SEE MOU	
B. Mech Maint. Tech:					
Beginning	19.28	19.86	20.46	20.87	21.40
Maximum	19.88	20.48	21.09	SEE MOU	
C. Prevent Maint.					
Beginning	17.77	18.30	18.85	19.23	19.71
Maximum	18.07	18.61	19.17	19.56	20.05

2. Extra Compensation

- A. Second Shift \$.35 per hour

- B. Longevity After 5 years \$.15 per hour
- Longevity After 10 years \$.20 per hour
- Longevity after 20 years \$.25 per hour

Longevity increases shall be effective on the anniversary date of employment.

- 3. After the successful completion of a one-year period, employees will be advanced to the "maximum" pay scale in that job classification.

- 4. Tools - Tools owned by mechanical maintenance technicians and used at School District facilities shall be insured for casualty loss in an amount not to exceed \$7,000. Each technician shall provide a current inventory of his tools. Each mechanical maintenance technician shall receive an annual tool allowance in the amount of \$250.00 payable anytime before the end of the current fiscal year, which is June 30th. In order to obtain the \$250.00 tool allowance reimbursement, the employee must submit proof of purchase of the tools to the Director of Transportation or his designee. Replacement tools would be acquired through the School District Purchasing Department so as to obtain governmental discounts. The School District will provide 3/4" and larger tools.

5. Uniforms - The District will provide uniforms for Transportation Technicians and Helpers.

ADDENDUM

The Insurance cap for calendar year 2011 will apply to the remaining years of the CBA, provided the employees will not be required to pay more than ten percent (10%) of the insurance premium. Article 15.5 of the current CBA will apply to each year of this agreement.

MEMORANDUM OF UNDERSTANDING

1. When it is necessary to change shifts, the Supervisor of Custodians will first ask for volunteers, and if there are no volunteers, the shift changes will be assigned by the Supervisor of Custodians.

2. All Security calls shall be made directly to the Peoria Public Schools District 150 Campus Police Chief. No Custodians shall be required to respond to a callout for security reasons to any facility.

3. The two Swing Custodians unable to perform the duties of General Maintenance Swing job due to permanent restrictions will not be moved to General Maintenance. These employees will be paid the wages of a Swing Custodian under the 2005-2008 agreement with an increase of 3% in wages each year, for the first three years of the 2008-2013 Collective Bargaining Agreement.

4. The New Driving Agreement entered into between the Union and the Board of Education initially on August 13, 2007 which was revised on August 14, 2008 is incorporated into this Agreement. A copy of this Agreement is on file with the Union and the Department of Transportation.

5. During the term of this Agreement, the hourly wage rates for Head Technicians and Technicians shall be as follows when Head Technicians and Technicians are performing their primary duties:

Head Technician	\$22.12	\$22.75	\$23.40	\$25.23	\$27.06
Technician	\$21.16	\$21.79	\$22.44	\$22.89	\$23.47

When Head Technicians and Technicians perform the duties of a Bus Driver, a different and lower hourly rate of pay for transportation work shall apply. Those rates are as follows:

Head Tech	20.88	21.51	22.16	22.61	23.18
Technician:					
Beginning	19.28	19.86	20.46	20.87	21.40
Maximum	19.88	20.48	21.09	21.52	22.06

OVERTIME AGREEMENT

Thursday, December 28, 2006

Tuesday, July 31, 2007

Monday, August 13, 2007

Wednesday, August 13, 2008

- A. Driving totals will more than likely not be equaled comparing second shift with first shift due to the nature of the different shifts.

- B. It is agreed that compensation for driving a bus will mean that second shift, while driving during first shift hours, gets paid straight overtime for the time they are there to drive, with a minimum of two hours pay for each callout. First shift, while driving during first shift hours, shall receive an incentive of one hour overtime pay for every two hours they drive while on the clock.

- C. Driving overtime should be distributed equitably between ALL qualified personnel, not just according to the shift worked or job position held.

- D. First shift (helpers and future technicians) will have first callout rights over second shift (helpers and technicians) when the number of callouts is 25 or more per week (6 or more per day). When the number of callouts is 24 or less per week (4-5 callouts per day) and reasonably expected to stay at that level, then reasonable and diligent effort will be made to assign equal callouts to all qualified personnel. These may be made with preference to equalize overtime hours (second shift) or incentive rate hours (first shift) on each roster within each group. This would be referred to as "Rotation" callouts, where no priority callouts exist. (Refer to Section E).

- E. However, callouts in an *immediate* first shift emergency situation (i.e. due to punctuality needed for routes, mid day runs, etc.) can be performed without regard to second shift preference when on a "Rotation" schedule. In such cases, first shift would be called out according to seniority and least amount of overtime total.

- F. Overtime rosters for all categories will be posted and maintained stating:
 - i. Available overtime
 - ii. Who was offered (according to seniority and overtime total)
 - iii. Who worked it or turned it down. Also, if overtime was turned down, it needs to be stated and charged to that person's total as if they had worked it if it falls into the parameters that constitute a chargeable turndown listed in Section G.

There are to be three separate overtime roster sheets posted and maintained for 1.) Shop overtime, 2.) First shift driving, 3.) Second shift driving. Overtime sheets must be maintained by the union committeeman. It is the union committeeman's responsibility to create a proper callout list, from information recorded on the overtime sheet totals, and given to the dispatcher. Proper callouts, from the list generated by the union committeeman, and proper pay compensation are the responsibility of management.

- G. A non-chargeable turndown will be defined as a turndown due to a sick day, bereavement day or a personal day being used or if a safety issue is evident if the person called were to drive. Also, a non-chargeable turndown would occur if overtime were offered out of proper rotation. Vacation time and refusing overtime due to not wanting to work would be charged as if worked and would not be eligible for make-up. Chargeable turndown time would be calculated at an average of total overtime given to other employees on their shift and charged towards their total if extended time was taken. If a set amount of time were turned down, then those exact hours turned down would be charged to their total.
- H. Shop overtime is to be distributed equally among all qualified personnel without regard to driving overtime totals. However, shop overtime may be waived by those with driving overtime to allow those who are only entitled to receive shop overtime to accumulate overtime.
- I. Any employee who works some days on first shift and other days on second shift shall be called out on each day's rotation for the shift worked that day and shall work proportionately on shift rotations in accordance with seniority and total hours worked. Any day that is not a scheduled work day for such an employee, shall be accounted to the shift roster on which the majority of days are worked each week. Also, agreed upon for those affected employees that are hired prior to January 1, 2007: They will maintain a 20% total of the overtime of second shift drivers' weekly total overtime for the day they drive while working on second shift. Furthermore, they will equal current first shift five day totals for their four days of driving while working on first shift.
- J. No person will be called in when there is no driving opportunity available. If called in for the purpose of driving and is not needed, that overtime will be recorded on the shop overtime roster.
- K. Callout lists for dispatch would be generated, by the committeeman, whenever a new time sheet is given to the committeeman. Evaluation will occur at each payroll period to insure equity. At that time, callouts would be adjusted according to the totals in each shift roster, in which the person with the least amount of

driving totals would be called out first. And, the decision would be made, according to number of expected weekly callouts, as to which callout would be enacted; either "Priority" or "Rotation".

- L. In the event that one person gets ahead of other drivers on their shift, that person's callout will be given to the person with the least overtime until caught up. So, the person with the lowest overtime will retain their callout as well as the person's callout that is ahead. Exceptions to this would be when "Priority" callout is enacted or when all drivers are needed.

- M. It is agreed that when a driver is on a steady route for purposes of training or to establish a route, that person will stay on that route until no longer needed. At that time, Section L would be enacted. If at the end of a school year and no catch up was possible, then, a carryover of the difference of the hours ahead would transfer at the beginning of the next school year for that driver. Section L would then prevail at the beginning of the new school year for the other drivers.

Memorandum of Understanding
Resolution to the grievance in regard to John Devine's job.
Approved November 22, 2010

Establish the position of Technology Foreman which will be paid at the Special Maintenance Grounds Foreman Rate.

After the successful completion of a two year period, employees hired or promoted to Special Maintenance-Beginning will be advanced to the level of Special Maintenance- Intermediate.

After the successful completion of the initial two year period and completion of A+ and Net + certification, employees hired or promoted to Special Maintenance-Beginning or Special Maintenance-Intermediate will be advanced the level of Special Maintenance-Maximum.

A+ and Net + certification would not be required for advancement to maximum for any employee with MCSE or CCNA certification.

Current employees as of Oct 1, 2010 may be moved to Special Maintenance-Maximum upon the recommendation of the Director of Technology based on demonstrated knowledge and experience after completion of the assessment test aligned to the A+ and Net+ standards.

Tuition Reimbursement– Staff members shall be reimbursed the cost of books and all tests required to receive A+ and Net + Certification. The District will not pay for the re-taking of any failed tests. Reimbursements to staff members for A+ and Net + certification shall be paid within sixty (60) days after all required documentation has been received by the Director of Human Resources.

Non-Skilled Maintenance (current pay rate)

A. Special Maintenance:

Assistant-	\$20.79
Beginning -	\$21.92
Intermediate -	\$22.44
Maximum -	\$27.06

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