

**AGREEMENT BETWEEN
MARISSA COMMUNITY UNIT
SCHOOL DISTRICT #40
BOARD OF EDUCATION**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 148**

**2011
2012
2013**

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ARTICLE 1
CONTRACT ADMINISTRATION

1.1 Recognition

The Board of Education of Marissa Community Unit School District No. 40, Marissa, Illinois, hereinafter referred to as the "Board," recognizes the International Union of Operating Engineers, Local 148, AFL-CIO, hereinafter referred to as the "Union," as the sole and exclusive bargaining agent for all regularly employed full-time custodial employees of Marissa Community Unit School District No. 40, as certified by the Illinois Educational Labor Relations Board on March 2, 2011, in case number 2011-RS-0007-S. Excluded from the bargaining unit are all other employees of the School District and those excluded by the Illinois Educational Labor Relations Act.

1.2 Complete Understanding/Zipper Clause

The terms and conditions set forth in this Agreement represent the full and complete and only understanding between the parties hereto. The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter (except as otherwise specifically provided herein), even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement. The terms and conditions of the Agreement may be modified by alteration, change, addition to, or deletions 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.

1.3 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a body of competent jurisdiction then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

1.4 Use of Facilities

With the prior approval of the Superintendent or his/her designee, the Union may use school buildings for Union meetings provided that the school building is available. Any costs associated with such use shall be paid by the Union including additional custodial costs, costs of materials expended, damage, rents and other incidental cost. The union's use of school buildings shall comply with state laws. Bargaining unit members are prohibited from engaging in union activity during work hours.

1.5 Bulletin Boards

The District shall provide the Union with one bulletin board to be located at a place designated by the District for the posting of Union notices.

1.6 No Strike

In compliance with Section 10(c) of the Illinois Educational Labor Relations Act, the Union and its individual members agree not to strike nor to picket, slow down or engage in any concerted stoppage of work or any other similar intentional concerted interruption of operations, including sympathy strikes at Marissa School District for the duration of this Agreement. In addition, the Board agrees that it will not lock out the employees covered by this Agreement for the duration of this Agreement.

1.7 Negotiating a New Contract

Either party to this Agreement shall be permitted to issue written notice to the other party to open negotiations for a new contract no earlier than sixty (60) calendar days prior to the expiration of this Agreement.

1.8 Dues Check Off

Upon receipt of a written signed authorization form from a bargaining unit employee, the Employer shall deduct the amount of Union dues set forth in such form and any authorized increases therein, and shall remit such deduction monthly to the International Union of Operating Engineers, Local 148, at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least sixty (60) calendar days prior to the effective date of such increase(s). Such authorization shall remain in effect unless revoked by the employee in writing.

ARTICLE 2
GRIEVANCE PROCEDURE

2.1 Definitions

Grievant: A Grievant is any bargaining unit employee(s) or the Union.

Grievance: A Grievance shall be interpreted as any claim by the Union or any employee(s) covered by this agreement that there has been a violation, or misapplication of the terms of this Agreement.

Days: All time limits in days shall consist of custodial work days except as otherwise expressly provided.

2.2 Informal Procedure

The parties hereto acknowledge that it is most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a Union representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

2.3 Formal Procedure: Step 1

If, however, the informal process fails to satisfy the grievant, as outlined in paragraph 2.2., a grievance shall be processed as follows:

The employee or the Union shall present the grievance in writing to the immediately involved supervisor within fifteen (15) days of the event, act, or occurrence giving rise to the grievance.

The written grievance shall state the nature of the grievance, include sufficient facts to explain and investigate the grievance, note the specific clause or clauses of the agreement allegedly violated, and state the remedy requested.

The immediately involved supervisor shall arrange with the grievant for a meeting to take place within ten (10) days after the immediately involved supervisor's receipt of the grievance. The supervisor shall provide the grievant with a written answer to the grievance within ten (10) days of the meeting.

2.4 Formal Procedure: Step 2

In the event a grievance has not been satisfactorily resolved at Step 1, the grievant may file a copy of the grievance with the Superintendent or designee within ten (10) days of the First Step response, or within ten (10) days after the First Step response was due.

Within ten (10) days after such written grievance is filed with the Superintendent under this Second Step, the Superintendent shall arrange with the grievant for a meeting to take place within ten (10) days of the Superintendent's receipt of the grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertaining to the grievance. The Superintendent or designee shall provide the grievant with a written response to the grievance within ten (10) days of the meeting.

2.5 Formal Procedure: Step 3

If the grievance is not resolved at Step 2, then the grievant may refer the grievance to the School Board president within ten (10) days after receipt of the Superintendent's Step 2 response, or within ten (10) days after the Step 2 response was due. The School Board president will refer the grievance to the School Board or a School Board appointed grievance committee for consideration. A meeting will be arranged between the Board or Board appointed committee and the grievant within fifteen (15) days of the date the Board President received the grievance.

Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Once the grievance has been heard by the Board or Board appointed committee, it will be taken under advisement and a written response will be provided to the grievant within fifteen (15) days following the Step 3 grievance hearing.

2.6 Formal Procedure: Step 4

If the grievance is not satisfactorily resolved at Step 3, the Union and Board may mutually agree to request mediation of the grievance. If the parties do not mutually agree to mediation within ten (10) days following the date of the Step 3 answer or the date the Step 3 answer was due, the Union may advance the grievance to Step Five (binding arbitration).

If the parties mutually agree to use mediation, the parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of a mediator for grievance mediation. All mediation sessions shall be held at the District's offices.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, the settlement shall be reduced to writing and signed by the parties. If mediation does not result in a settlement, the union may invoke arbitration within ten (10) days after the last mediation session.

2.7 Formal Procedure: Step 5

If the parties do not mutually agree to use mediation or the grievant is not satisfied with the disposition of the grievance at Step 3, the Union may submit the grievance to final and binding arbitration through the American Arbitration Association which shall act as the administrator of the proceedings. If mediation is used but a settlement agreement is not reached, the Union may submit the grievance to final and binding arbitration through the American Arbitration Association which shall act as the administrator of the proceedings. If a demand for arbitration is not filed with the American Arbitration Association within ten (10) days of the date of the Step 3 response or the date the Step 3 response was due or if a demand for arbitration is not filed with the American Arbitration Association within ten (10) days after the last mediation session, then the grievance shall be deemed withdrawn and not subject to any further appeal before an arbitrator. The arbitration shall be conducted in accordance with the American Arbitration Association's Labor Arbitration Rules. The arbitration hearing shall be held at the District's offices.

2.8 Authority of the Arbitrator

The arbitrator shall have no power or right to amend, modify, nullify, ignore, add to, nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall have no authority to make a decision on any issue not identified in the initial grievance. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement based on the evidence and testimony presented at the arbitration hearing. Consistent with these provisions the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. However, the arbitrator shall have no authority to impose a monetary award unless the grievant establishes that a violation of the Agreement resulted in an actual monetary loss. The award of the arbitrator shall be final and binding.

2.9 Time Limits

Time limits set forth in this Article may be extended by mutual written agreement of the Union and the Employer. Failure on the part of the grievant to meet any time requirement shall be interpreted as terminating the grievance/arbitration and the Employer shall have no further legal obligation to process the grievance/arbitration. Failure on the part of the Employer to meet any time requirement shall allow the grievant to advance the grievance to the next step of the procedure.

2.10 Mutual Agreement to Bypass Step(s)

By written agreement of the Superintendent and Union, the parties may mutually agree to waive any step of the grievance procedure.

2.11 Processing of a Grievance/Arbitration

The processing of a grievance and/or arbitration shall not interfere with or interrupt the operations of the District. The employee must obtain the prior approval from the appropriate supervisor for any grievance-related time off and, if approved, the time off shall be without pay.

2.12 Class Grievance

Class grievance involving one or more employees or one or more supervisors, and grievance involving an administrator above the building level may be initially filed by the Union at Step 2.

2.13 Cost of Arbitration Hearing

Each party will bear the full cost for its representation in the arbitration. The fees and the expenses of the arbitrator and American Arbitration Association shall be shared equally by the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost for the transcript. The parties may agree to share the cost of all transcripts, including that furnished to the arbitrator.

If either party requests the postponement of an arbitration hearing, that party shall notify the American Arbitration Association and the other party of the postponement, and pay the arbitrator's postponement fee, if any. If the parties mutually agree to postpone the arbitration hearing, then the parties shall share equally in the cost, if any, of postponing the hearing.

ARTICLE 3
SENIORITY

3.1 Reductions in Force

Any reductions in force of bargaining unit members shall be conducted in accordance with the Illinois School Code, 105 ILCS 5/10-23.5. Employees laid off under a reduction in force shall have recall rights in reverse order of seniority in accordance with the Illinois School Code, 105 ILCS 5/10-23.5.

Notice of recall shall be sent to the employee by certified mail, provided that the employee must notify the employer of his/her intention to return within three (3) business days after receiving notice of recall. An employee that fails to respond to the recall notice within the three (3) business day time limit shall waive his/her right to the position and future recall rights. The employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee on layoff status to provide the employer with his/her current mailing address.

3.2 Seniority - Categories of Position

Employees shall begin to acquire seniority on the date they commence full time employment with the Employer in a position covered under this Agreement. If more than one (1) employee has the same start seniority date, seniority ranking shall be alphabetical by the last name with first in alphabet, first in seniority; if the last names are the same it shall be determined by lot.

3.3 Seniority During Leaves

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

3.4 Vacancies

Except in cases of emergency, all permanent vacancies within the bargaining unit that the Board decides to fill, and is not filled by a voluntary or involuntary transfer, shall be posted for five work days. All employees under this Agreement may submit an application in writing for any vacancy that is posted. If the vacancy occurs during a time when school is not in session, then the Union President shall be mailed a copy of the posting.

ARTICLE 4
DISCIPLINE

4.1 Disciplinary Action

Discipline shall be defined as a suspension without pay, or discharge. Prior to imposing a suspension without pay, the employee shall be given written notice of the charges and shall have a right to appear before the Superintendent or his/her designee and give reasons why he/she should not be suspended. Prior to discharging an employee, the employee will be suspended without pay and given written notice of the reasons for discharge and an opportunity to appear before the Board of Education to give reasons why he/she should not have been suspended without pay and discharged. The employee shall have the right to request union representation at any suspension or discharge hearing.

4.2 Personnel File

Employees shall have the right to access, inspect and copy materials in their personnel files consistent with the Illinois Personnel Record Review Act. 820 ILCS 40.

ARTICLE 5
LEAVES

5.1 Vacation Leave

All regular full-time, twelve (12) month employees that have been employed on a continuous basis without a break in service shall receive paid vacation each year as follows:

Years Completed Full-Time Continuous Service	Weeks of Vacation
1 Year	1 week
2 Years	2 weeks
On 11 th Anniversary of Employment	2 weeks and one additional day for each year of service on 11 th anniversary and one additional day on each anniversary thereafter, up to a maximum of 3 weeks

Vacation must be used within the year it is credited and unused vacation shall not accumulate and shall be forfeited. Employees must submit a written request at least three (3) weeks in advance and designate the dates that he/she wants to use vacation, which requests can be in one day increments. An employee's use of vacation is subject to the prior approval and at the sole discretion of the Superintendent or his/her designee.

5.2 Sick Leave

All employees who are eligible to participate in the Illinois Municipal Retirement Fund under the "600-Hour Standard shall be granted eleven (11) sick leave days per school year. If any such employee does not use the full amount of annual leave thus allowed, the unused amount shall be allowed to accumulate to a maximum of 250 days, including leave of the current year.

Employee use of sick leave shall be consistent with and subject to provisions set forth in the Illinois School code, 105 ILCS 5/24-6.

5.3 Bereavement Leave

Employees will be granted two (2) non-cumulative bereavement leave days per year without loss of pay or sick leave to attend the funeral of an immediate family member as defined in the Illinois School Code, 105 ILCS 5/24-6. Additional days to attend the funeral of an immediate family member will be charged as sick leave. Funeral leave must be taken at the time of the immediate family member's death and/or funeral.

To be eligible for payment under this Section the employee must attend the funeral of the designated relative unless special circumstances preclude such attendance.

5.4 Personal Leave

A bargaining unit employee may be granted up to three (3) paid personal leave days per year. Use of personal leave is limited for the sole purpose of allowing an employee to be absent from work because his/her personal presence is necessary to attend to a personal matter that cannot otherwise be scheduled outside the employee's regular work hours. An employee must submit a written request to use personal leave days, stating the reasons for the leave, at least four workdays in advance. If there is an emergency, of a serious and personal nature, which the employee could not have anticipated or avoided, they may give notice by phone or e-mail as early as possible and specify the reasons for requesting the personal leave. An employee's use of a personal day is subject to the prior approval and at the discretion of the Superintendent and/or his/her designee.

5.5 Leaves of Absence (Without Pay)

Employees may request an unpaid leave of absence. The employee must submit a written request designating the period of the requested leave of absence (beginning and end dates). The Superintendent shall have the right in his/her discretion to either grant, deny or modify the duration of the leave request. If the Superintendent denies the employee's request, the employee may appeal to the Board. The Board's decision shall be final.

5.6 Leave for Jury Duty

When an employee is called for jury duty during his/her work hours, the employee shall be granted paid leave pay. The employee shall submit verification from the court confirming the dates/time of jury duty and all compensation the employee receives from the court for performing jury duty shall be turned over to the District.

ARTICLE 6
HOLIDAYS

6.1 Holidays

If a holiday, as defined under the Illinois School Code, 105 ILCS 5/24-2, falls on an employee's regularly scheduled workday, the employee will receive the day off with pay. However, if the District determines that an employee's presence is necessary because of an emergency or for the continued operation and maintenance of school facilities or property, the employee can be required to work on legal school holidays and, in such cases, the employee will be paid time and one half of straight time.

ARTICLE 7
WORKING CONDITIONS

7.1 Emergency Shutdown

Employees covered under this Agreement are required to report to work in the event of any school shutdown or school closing due to emergency crisis, weather, or acts of God. The Employer may require evening custodians to work their normal shift on days the school is shutdown/closed and assign them duties for the day. If an employee is physically unable to report for work during the school shutdown/closing, i.e. road conditions, the employee shall have the option of substituting available vacation or personal leave days so as not to lose pay, time or benefits.

7.2 Work Week and Work Hours

The work week for Custodial employees shall be from 11:00 p.m. Sunday to 11:00 p.m. the following Sunday.

Unless the District implements a reduction in force of work days or hours under the Illinois School Code, 105 ILCS 5/10-23.5, bargaining unit employees will normally be scheduled to work 40 hours per work week.

Custodial employees who work 7 1/2 continuous hours or longer will be provided a 30 minute unpaid duty free meal break beginning no later than 5 hours after the start of the work period.

7.3 Overtime

The Employer has the exclusive right to determine when and if overtime is needed and the number of employees needed to complete the job. Overtime work must be authorized in advance by the appropriate supervisor. The Employer shall assign overtime to the most senior employee in the building. Overtime will be calculated and paid in accordance with state and federal law.

7.4 Resignation

An employee who voluntarily resigns from his/her position shall give two weeks advance notice. Part or all of the two weeks may be waived by mutual consent between the employee and Employer.

7.5 Miscellaneous:

1. The Union shall have the right to speak at Board meetings consistent with the Open Meetings Act and Board Policy implementing that statute.

2. The bargaining unit representative shall have the right to inspect and copy, at the union's expense, the Board Policy book. A copy of the current Board Policy book will be maintained in the Superintendent's office. The union representative will be provided a copy of all Board Policy updates.
3. All bargaining unit employees shall be allowed free admission to home games.
4. Employees shall receive their checks in advance, if necessary, due to contractual Holidays.
5. The Board shall have the right in its discretion to employ additional temporary part-time and/or full-time custodial employees, who are not members of the bargaining unit and not covered under the terms of this Agreement, to augment its current custodial staff, including but not limited to custodial support services for events, summer work and mowing. The employment of temporary help under this provision will not result in a reduction of bargaining unit positions or a reduction in a bargaining unit member's regularly scheduled work hours.

ARTICLE 8
MANAGEMENT RIGHTS

- 8.1 The Board of Education, on its own behalf of the electors of the Board of Education, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Illinois and the Constitution of the United States of America.
- 8.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Education in adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States of America.
- 8.3 The Board of Education shall not be required to bargain over matters of inherent managerial policy, which shall include but not be limited to such areas of discretion, or policy as the functions of the Board of Education, standards of service, its overall budget, the organizational structure and selection of new employees and direction of employees.

ARTICLE 9
WAGES

9.1 Wages

Effective on the date the last party ratifies the contract, the rates of pay for each individually named custodian shall be as follows:

Rick	\$17.00/hour
Keith	\$15.25/hour
Ron	\$15.25/hour
John	\$10.70/hour

On the first anniversary date after contract ratification, the rates of pay for each individually named custodian shall be as follows:

Rick	\$17.25/hour
Keith	\$15.50/hour
Ron	\$15.50/hour
John	\$11.20/hour

On the second anniversary date after contract ratification, the rates of pay for each individually named custodian shall be as follows:

Rick	\$17.50/hour
Keith	\$15.75/hour
Ron	\$15.75/hour
John	\$11.70/hour

Employees hired after ratification will be paid a \$10.00 starting wage and the employee will receive an increase of 1.75% when other employees receive their increases in the second and third contract years.

9.2 Starting Salary

Starting Salary: \$10.00 per hour

ARTICLE 10
HEALTH INSURANCE

For regularly employed full-time 12 month employees, the Board will contribute up to a maximum of \$571.00 per month for single health insurance coverage under a board approved insurance plan, which the board may change in its discretion. All insurance rate increases above the board's initial \$571.00 monthly contribution shall be shared equally, 50/50, between the Board and employee. Employees eligible for health insurance coverage will also be provided a \$10,000 life insurance policy at the Board's expense.

Employees eligible for health insurance may elect, in lieu of board paid insurance, a cash option or annuity (with a company approved by the District) in the amount of \$250 per month for the duration of this Agreement.

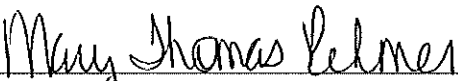
ARTICLE 11
DURATION OF AGREEMENT

This Agreement shall be in effect for three years from the date of ratification.

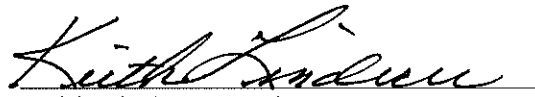
This is a legally constituted agreement and contract that is equally binding on Marissa Community Unit School District No. 40 and its agents and on the International Union of Operating Engineers, Local 148, its agents and members:

Board of Education-Community
Unit School District No. 40

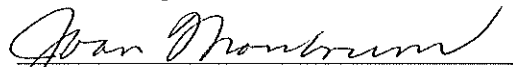
International Union of Operating Engineers,
Local 148




President




Keith Linderer, Business Manager



Secretary



Stephen G. Joyce, Business Representative



Gordon J. Pitchford, Steward

Date: 10/18/2011

Date: OCTOBER 7, 2011