

AGREEMENT

AVOCA SCHOOL DISTRICT 37

and

**STATE AND MUNICIPAL TEAMSTERS,
CHAUFFEURS & HELPERS LOCAL 726,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA**

PREAMBLE

THIS AGREEMENT is entered into by the AVOCA SCHOOL DISTRICT 37, ILLINOIS (hereinafter referred to as the "District" or the "Employer") and State and Municipal Teamsters, Chauffeurs & Helpers Local 726, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (hereinafter referred to as the "Union" or "Local 726").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote a mutual harmonious understanding and relationship between the Employer and Local 726, to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and Agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE I

RECOGNITION

Section 1.1 Recognition

The Board of Education of Avoca School District No. 37 (hereinafter the "Board") recognizes Local 726 as the sole and exclusive collective bargaining representative for all regularly employed full-time custodian/drivers and maintenance employees and regularly employed part-time custodians who are scheduled to work at least 25 hours per week, excluding head custodians, all other District employees and all other supervisory, managerial, confidential, and short-term employees as defined in Section 2 of the Illinois Educational Labor Relations Act ("IELRA").

Section 1.2 Probationary Period

Bargaining unit employees shall be employed on a probationary basis until successful completion of a ninety (90) day period of continuous employment. This probationary period may be extended for an additional ninety (90) day period at the discretion of the employee's supervisor. During the probationary period, the District may suspend or discharge a probationary employee without cause and such action shall be final and the employee shall have no recourse under the contractual grievance procedure to grieve or challenge such suspension or discharge. Upon successful completion of the probationary period, the employee shall be entitled to seniority retroactive to the date the employee commenced the successfully completed probationary period. All custodian/drivers must successfully complete the bus permit application process within the ninety (90) day probationary period or the employee will be subject to immediate termination upon expiration of the probationary period provided, however, that the employee's supervisor may extend the probationary period for an additional period at the supervisor's discretion.

Section 1.3 Gender

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE II

UNION SECURITY AND RIGHTS

Section 2.1 Dues Deduction

The Board agrees to deduct from each employee's pay the dues of the Union, provided that the employee has previously executed in writing on a form submitted to the District's business office an authorization for such deductions and has not revoked such authorization. The annual dues shall be prorated and deducted in equal monthly amounts from the employee's second monthly paycheck. Termination of employment shall constitute revocation of authorization for dues deduction. Any other revocation of authorization shall be made in accordance with the terms set forth in the authorization utilized by the Union and submitted in writing to the District's business office.

The Union shall indemnify and hold harmless the Board from any and all claims, demands, suits, and costs incurred by the Board resulting from any action taken or omitted by the Board for the purpose of complying with the above provisions of Section 2.1.

Section 2.2 Fair Share

2.2.1 Except as specifically provided in this Section 2.2, each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state and national dues. This fair share provision will not apply to those employees who, as of the effective date of this contract, were members of the bargaining unit but were not members of the Union, so long as they continue not to join the Union. Any bargaining unit member released from service and re-hired or who was a member of the Union on the effective date of this contract and subsequently ceases to be a member, is not subject to this exclusion and may be assessed fair share fees.

2.2.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, the Employer shall deduct the fair share fee from the wages of the non-member.

2.2.3 Such fee shall be paid to the Union by the Employer no later than ten (10) days following deduction.

2.2.4 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The Employer gives immediate notice of such action in writing to the Union and permits the Union intervention as a party if it so desires, and
- (b) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

2.2.5 The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of wilful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.

2.2.6 The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member of a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

Section 2.3 DRIVE

The District agrees to deduct from the paycheck of all employees covered by this Agreement who voluntarily authorize in writing such deductions, contributions to Democratic Republican Independent Voters Education ("DRIVE"). DRIVE shall notify the District of the amounts designated by each contributing employee that are to be deducted from his/her paycheck, per pay period, for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The District shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and amount deducted from the employee's paycheck. The International Brotherhood of Teamsters

shall reimburse the District annually for the District's actual cost for the expenses incurred in administering the payroll deduction plan.

ARTICLE III

MANAGEMENT RIGHTS

Section 3.1 Management Rights

Subject to any specified limitations in this Agreement, the Board 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 the Constitution of the State of Illinois and of the United States, including, but without limiting the generality of the foregoing, the right:

- 3.1.1. to the exclusive management, organization, and administrative control of the District, its properties, facilities, and the activities of its employees;
- 3.1.2. to direct the work of its employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;
- 3.1.3. to hire all employees, to determine their qualifications and the conditions for their continued employment; and to review, evaluate, promote, assign, and transfer all such employees;
- 3.1.4. to establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations, and
- 3.1.5. to build, move or modify facilities, establish budget procedures and determine budgetary allocation, and take action on any matter in the event of an emergency.

ARTICLE IV

SUBCONTRACTING

The Board will notify the Union and bargain upon request prior to implementing any decision to subcontract services or work performed by bargaining unit employees.

ARTICLE V

NO STRIKE - NO LOCKOUT

During the term of this Agreement and any mutually agreed upon extension thereof, neither the Union, its agents, nor any employee shall engage in, authorize, instigate, or otherwise participate in a strike, work stoppage, or any other interference with the operations of the District. The District will not lock out any employees during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1 Normal Work Week and Work Day

The normal workweek shall be Monday through Sunday and consist of five (5) eight (8) hour days, excluding breaks for lunch, and a total of forty (40) hours per week for full-time employees. The shift workdays and hours to which employees are assigned shall be determined by the Business Manager, except that when a vacancy occurs in a full-time position, all full-time members of the bargaining unit shall be afforded the opportunity to bid on the shift assignment which is vacant. For purposes of this section, there are two (2) shifts:

- (1) Marie Murphy - day
- (2) Avoca West - day

If any evening shifts are reinstated during the term of this 2008-2012 Collective Bargaining Agreement, the above language will be amended to include the evening shift(s). The vacancy shall then be filled by the employee who has the most seniority with the District. The filling of the vacancy as described herein shall not diminish the authority of the Business Manager to set the days of the week which individual employees are scheduled to work.

Section 6.2 Break Period

Full-time bargaining unit employees shall receive one (1) paid break of 25 minutes length during the morning which shall be scheduled at a uniform time in each building subject to approval by the Head Custodian.

Section 6.3 Overtime Pay

Any employee who works more than forty (40) hours during any work week shall be compensated at one and one-half (1.5) times the employee's hourly wage rate for hours worked in excess of forty (40) hours. For purposes of this overtime provision, "hours worked" shall be defined as actual hours worked provided, however, that any paid holidays and paid vacations during the employee's scheduled workweek shall be counted as actual hours worked for overtime calculation purposes. Any hours worked on holidays or Sundays shall be paid at two (2) times the employee's hourly wage rate. If the hours worked on holidays or Sundays also qualify for overtime compensation, the employee shall be compensated at the double time rate (i.e., two times the employee's regular hourly wage rate).

Section 6.4 Scheduling of Overtime

Effective the first month following ratification of this Agreement, all full-time employees shall be assigned to a weekly overtime on-call schedule for the building to which they are assigned. This schedule shall initially be set by seniority with the District, then will rotate throughout the year, with the employee who has been on-call for a week moving to the bottom of the list. Newly hired employees shall be put on the bottom of the list. The employee at the top of each list (one for each building) shall be responsible for performing any duties the employee is qualified to perform beyond their normally scheduled hours of work. The rotation list shall not include part-time second shift employees.

Employees may be replaced on the list for any days for which they are scheduled to be on call by another employee, upon mutual agreement of the two (2) employees and advance notice to the Business Manager. The sequence of the on-call rotation list shall not be changed by the employee's mutually agreed replacement.

Section 6.5 Call Back

An employee's supervisor may direct the employee to return to work after the employee has completed their assigned work shift. A "call back" is defined as a work assignment which requires the employee to return to work which does not immediately follow the employee's regular assigned work shift. Any employee directed to return to work for a call back assignment after completion of their assigned shift shall receive a minimum of two (2) hours' pay at the employee's regular wage rate provided, however, that if the

call back hours qualify for overtime compensation under Section 6.3 above, the employee will receive compensation at the overtime rate.

Section 6.6 Jury Duty

Any employee summoned for jury duty shall continue to receive their regular wages, provided that the employee must reimburse District for any compensation received for performing such service, except for any mileage reimbursement. The employee shall provide advance written notice to the supervisor of any summons for jury duty.

Section 6.7 Meal Period

Each employee shall be allowed a one (1) hour duty-free, unpaid meal period during each assigned work shift provided, however, that any custodian/driver responsible for field trip transportation is entitled to compensation for the one (1) hour meal period if the driver's field trip assignment extends through the assigned meal period.

Section 6.8 No Pyramiding

Overtime compensation shall not be paid more than once for the same hours worked and there shall be no pyramiding of overtime or other premium pay (e.g., an employee who works on a Sunday shall receive two (2) times the employee's regular hourly wage rate rather than two (2) times the overtime rate (i.e., 1.5 times the employee's hourly wage rate), regardless of whether the hours worked would otherwise entitle the employee to overtime compensation).

ARTICLE VII

EMPLOYEE DISCIPLINE

Section 7.1 Employee Discipline

The Board shall not discipline or discharge any non-probationary employee without just cause and notification of the Union steward or his designee. For purposes of this provision, "discipline" shall include written reprimands, suspensions with or without pay, discharge, and disciplinary transfers or demotions. "Discipline" shall not include a supervisor's evaluative comments or oral or verbal warnings and an employee shall not be entitled to grieve such evaluative comments or oral or verbal warnings.

Section 7.2 Corrective Discipline

Disciplinary action shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending upon the circumstances and severity of the offense as determined by the Business Manager.

Section 7.3 Investigatory Interview

If the District decides to conduct an investigatory interview of an employee, the employee shall be entitled to the presence of a Union representative at the interview if: (a) the employee requests a representative; and (b) there exists reasonable grounds to believe that the interview may be used to support disciplinary action against the employee or another bargaining unit member. If the employee requests Union representation, the District may either conduct the investigatory interview with the Union representative present or simply proceed with the investigation without interviewing the employee, as the District may deem appropriate.

Section 7.4 Pre-Disciplinary Meetings

If the Board plans to suspend or discharge an employee, the Board shall inform the employee of the reasons(s) for the suspension or discharge, except in instances of severe or egregious misconduct. The employee shall be provided an opportunity to respond to the reasons for the disciplinary action at a pre-disciplinary conference.

Section 7.5 Written Reprimands

An employee may challenge the supervisor's issuance of a written reprimand by filing a grievance, but the Union shall not be permitted to appeal the grievance to arbitration. The Employer's response at the final step of the grievance procedure prior to arbitration (i.e., the Superintendent's step) shall be deemed final and dispositive of the employee's grievance.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 8.1 Grievance

A grievance shall be any claim by the Union, an employee, or group of employees that there is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

Section 8.2 Time Limits

No grievance shall be entertained or processed unless it is submitted within ten (10) days after the act or condition giving rise to the grievance or grievant's knowledge of such act or condition, whichever first occurs. All time limits shall consist of days the administration offices are scheduled to be open. Time limits may be extended only by mutual written agreement.

Section 8.3 Procedures

The parties acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve the problem through free and informal communications. If, however, the informal process fails to satisfy the employee, a grievance may proceed as follows:

STEP 1: The grievant shall present the grievance in writing to the Business Manager, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The written grievance shall identify the grievant, summarize relevant facts, identify all provisions of the Agreement allegedly violated, describe the remedy requested and be filed on the form attached hereto as Appendix A. Within ten (10) days of the meeting, the grievant and the Union shall be provided with the Business Manager's written response.

STEP 2: If the grievance is not resolved at Step 1, then the grievant may appeal the grievance to the Superintendent or his designee within ten (10) days after receipt of the Step 1 answer. The Superintendent shall arrange with the grievant or Union representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days after the meeting, the grievant and the Union shall be provided with the Superintendent's or his designee's written response, including the reasons for the decision.

STEP 3: If the grievant is not satisfied with the disposition of the grievance at Step 2, the Union may submit the grievance within twenty (20) days to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as administrator of these proceedings unless the parties agree to an alternate process. If a demand for arbitration is not filed within twenty (20) days of the date of the Step 2 answer, then the grievance shall be considered withdrawn.

Section 8.4 Authority of Arbitrator

The Arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from or change the provisions of this Agreement. The Arbitrator shall consider and decide only the specific issues submitted at the arbitration hearing and shall have no authority to make any decision on any other issue not submitted. The Arbitrator shall be without power to make decisions contrary to, inconsistent with, or modify applicable laws and regulations. Any decision or award of the Arbitrator rendered within the limitations of this Section 8.4 shall be final and binding upon the District, the Union, and the employees covered by this Agreement.

Section 8.5 Bypassing Steps And Class Grievances

If the Superintendent and the grievant mutually agree, any step of the grievance procedure may be bypassed. Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Union at Step 2.

Section 8.6 Released Time

In the event an employee or Union is required to attend a step meeting or arbitration hearing as provided in Section 8.3 above, such individuals may be released from their regular assignment without loss of pay or benefits, provided they receive prior approval from the Superintendent.

Section 8.7 Grievance Withdrawal

Grievances may be withdrawn by the grievant or the Union at any step of the grievance procedure without establishing precedent. Grievances not appealed within the designated time limits shall preclude further appeal, provided there has been no mutual agreement of extension. If the District's written decision has not been rendered within the time limits, then the grievance shall be automatically advanced to the next step.

Section 8.8 Arbitration Costs And Procedures

Each party will bear the full cost for its representation in the arbitration. The fees and 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.

Section 8.9 Filing Of Materials

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

Section 8.10 Settlement

A grievance may be resolved or settled on any basis by mutual agreement of the parties at any step of the grievance procedure.

ARTICLE IX

HOLIDAYS

Each full-time employee will receive the following paid holidays:

1. Fourth of July
2. Labor Day
3. Rosh Hashanah*
4. Yom Kippur*
5. Columbus Day
6. Veteran's Day
7. Thanksgiving
8. Day after Thanksgiving
9. Christmas Eve**
10. Christmas Day
11. New Year's Eve**
12. New Year's Day
13. Martin Luther King Day
14. Presidents' Day
15. Good Friday
16. Memorial Day

* Rosh Hashanah or Yom Kippur will be paid holidays only if they fall on a scheduled workday.

** When Christmas and New Year's Day fall mid-week, the day before the holiday will be a non-working day. When these holidays fall on the weekend, either the day before or the day after the holiday is a non-working day.

ARTICLE X

REDUCTION IN PERSONNEL, LAYOFF AND RECALL

Section 10.1 Reduction-in-Force Procedures

In the event of a reduction-in-force affecting bargaining unit employees, the Board shall first dismiss the employee with the least seniority within the affected classification under this Agreement, provided the employees not subject to dismissal are qualified to fill the positions remaining in the classification after the reduction-in-force. If the unaffected employees are not qualified to fill the remaining positions, the Board shall first dismiss the least senior employee overall. Employees who are removed or dismissed for such reasons shall receive a written notice of honorable dismissal by first class mail and by certified mail at least thirty (30) days before the employee is removed or dismissed in accordance with Section 10-23.5 of *The School Code*.

Section 10.2 Recall Procedures

If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following the reduction-in-force, the Board shall offer the vacant position to the employee with the most seniority on the recall list who was dismissed from the same classification and is qualified to hold the position. To be "qualified" for a position, an employee must meet the job description requirements for the position. An employee's failure to maintain the necessary statutory or licensing qualifications for a particular classification will result in a waiver of recall rights to any vacancy arising in such classification during the recall period provided, however, that during the period of the layoff, the Board will continue to provide the employee the necessary services and assistance to maintain the licenses and qualifications to remain qualified for the position (i.e., bus driver refresher course, bus driver physical, and school bus permit renewal process and fee). Any recalled employee shall retain his previously accumulated seniority and other benefits but shall not accrue additional seniority for the period after the honorable dismissal and prior to re-employment.

To be eligible for recall, an honorably dismissed employee must provide to the Board, in writing, the address where the employee may be reached. The employee must also notify the Board, in writing, within five (5) calendar days of the employee's receipt of the notice, of the acceptance of any vacant position offered to the employee during the recall period. The employee's failure to notify the Board of acceptance of any vacancy shall constitute rejection of the offer of employment. Any employee who rejects an offer of an available position in any classification in which he is qualified shall be deemed to have waived his recall rights under Section 10.23.5 of *The School Code* and will no longer be eligible for any other vacant positions that become available during the recall period.

ARTICLE XI

SICK LEAVE

Employees shall be granted twelve (12) paid sick leave days per year. Unused sick leave shall accumulate to a maximum of one hundred eighty (180) days, including the leave of the current year. An additional sixty (60) unused sick leave days in excess of the 180-day maximum accumulation amount may be credited towards the employee's accumulated unused sick leave exclusively for IMRF retirement credit purposes. Sick leave shall be defined as personal illness, quarantine at home, or serious illness or death in the immediate family or household. For purposes of this provision, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. The District may require a physician's certificate as the basis for paid sick leave after an absence of three (3) days for personal illness or in the event that the District has a reasonable basis to request documentation of the absence in other cases.

ARTICLE XII

ADDITIONAL LEAVES OF ABSENCE

Section 12.1 Unpaid Discretionary Leaves

The District may grant an unpaid leave of absence under this Article to any bargaining unit employee where the District determines there is good and sufficient reason.

Section 12.2 Application For Leave

Any request for a leave of absence shall be submitted in writing by the employee to the immediate supervisor as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 12.3 Military Leave

The Board will grant military leaves of absence to employees upon request in accordance with applicable law and Board Policy.

Section 12.4 Bereavement Leave

In the event of death in the immediate family of an employee as defined in Article XI above, an employee shall be granted up to two (2) consecutive work days as funeral leave. The Business Manager may in appropriate circumstances grant extended bereavement leave on an unpaid basis if requested by the employee in the event the employee has exhausted their accumulated sick leave as provided in Article XI.

Section 12.5 Leave For Illness, Injury Or Pregnancy

The Board will grant any eligible employee FMLA leave in accordance with the District's FMLA Leave Policy provided, however, that the employee may elect whether or not to substitute any available paid leave (e.g., sick leave, personal leave, vacation) during the term of the approved FMLA leave period.

Section 12.6 Benefits While On Leave

- (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved unpaid leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a paid basis. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of leave. Upon return, the District will place the employee in his or her previous job if the job is vacant. If not vacant, the employee will be placed in the first available opening in his classification.
- (b) If, upon the expiration of a leave of absence, there is not work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.
- (c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the District except that any paid health insurance benefits shall be maintained by the District during any approved FMLA leave of absence pursuant to the terms of the Act.

ARTICLE XIII

VACATIONS

Full-time employees shall be eligible for paid vacation days according to the following schedule:

<u>Length of Employment</u>		<u>Vacation Leave Earned Per Year</u>
<u>From:</u>	<u>To:</u>	
Beginning of Year 2	End of Year 5	10 Days
Beginning of Year 6	End of Year 15	15 Days
Beginning of Year 16	End of each year thereafter	20 Days

Vacations must be taken on days school is not in session (i.e., legal school holidays, teacher in-service days, Winter, Spring and Summer recess periods, and other non-student attendance days). Vacation requests must be submitted in writing and pre-approved by the Business Manager. The Business Manager may, in extraordinary circumstances, allow vacation days to be taken on days when school is in session. Such requests must specify in writing the extraordinary circumstances which necessitate taking vacation days on days when school is in session. Vacation days earned in one contract year must be used by the end of the following contract year and do not accumulate from year-to-year. Employees who resign or are terminated from employment are entitled to all earned but unused vacation upon the effective date of termination.

ARTICLE XIV

WAGES

Section 14.1 Full-Time Employees

Base hourly wage rates for new hires are as follows:

- (1) Custodian/Bus Driver - \$14.50/hr.
- (2) Maintenance - \$18.50/hr.

Employees hired prior to the 2008-2009 contract year shall receive an annual 3.00% hourly wage rate increase each July 1 commencing July 1, 2008.

Section 14.2 Part-Time Employees

The base hourly wage rate for newly hired part-time employees is \$13.50/hr. Part-time employees shall receive a 3.00% hourly wage rate increase each July 1 after their initial hire. Part-time employees will be entitled to all fringe benefits except paid holidays. Fringe benefits for part-time employees shall be provided on a pro rata basis consistent with the employee's percentage of full-time employment.

ARTICLE XV

INSURANCE

Each full-time employee shall be eligible for the following insurance benefits under the District's group insurance plans:

- (a) Board payment of full premium for employee coverage (i.e., single premium amount) under the District's employee medical and dental insurance plans;
- (b) Board payment of an amount equal to single premium towards dependent (employee plus one, employee plus spouse, or family) medical insurance coverage under the District's employee medical and dental insurance plans;
- (c) Employees who do not elect to participate in the District's employee medical insurance plan are eligible for a monthly monetary payment equal to the monthly single premium amount for employee coverage under the District's PPO medical insurance plan; and
- (d) Board payment of full premium towards a \$25,000 group term life insurance policy under the District's employee insurance plan.

The monthly monetary payment or "cash option" set forth in paragraph (c) of this Article shall not be available to full-time employees after June 30, 2012 unless the Board continues the "cash option" for other District educational support personnel employees after expiration of this Agreement. The Board acknowledges that this "sunset" provision for elimination of the "cash option" does not waive the Union's right to bargain regarding this benefits option in successor contract negotiations.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

Section 16.1 Bulletin Board

The District will make available space on a bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

Section 16.2 Visit By A Union Representative

One (1) authorized Union representative, upon prior notice to the Building Principal, may meet with a bargaining unit employee or group of unit employees in the building before or after the employee's workday and during the employee's duty-free lunch or break period. The representative shall not disturb or interrupt employees while working on their assigned shift or otherwise interfere with District operations.

Section 16.3 Union Business Leave

The Union shall be allowed five (5) unpaid leave days each contract year to be utilized by one (1) member of the bargaining unit at a time to attend state or national Union conferences or meetings or other Union business, which does not include matters pertaining to the enforcement of this collective bargaining agreement. The Union must notify the Business Manager at least three (3) days prior to the leave identifying the Union representative.

Section 16.4 Investigation And Processing Grievances

The Union Steward may participate in meetings with the District's representatives, related to administration of the Collective Bargaining Agreement, including pre-disciplinary conferences convened during scheduled work hours, upon mutual agreement with the supervisor.

Section 16.5 On-Duty Injury

Employees who incur an injury while performing their assigned duties which renders them unable to perform their assigned duties shall be entitled to utilize accumulated sick leave benefits to supplement benefits received from workers' compensation during the period of their disability.

ARTICLE XVII

LABOR MANAGEMENT COMMITTEE

A labor management committee shall be instituted which shall consist of two (2) District representatives and two (2) bargaining unit representatives. The Committee will meet at least quarterly to discuss issues of concern between the parties.

ARTICLE XVIII

SAVINGS CLAUSE

If any provision or clause of this Agreement is declared illegal or void by an administrative agency, including the IELRB, or a court with competent jurisdiction, then that specific provision or clause shall be deleted from this Agreement. Upon issuance of the decision, upon the request of either party, the District and Union agree to promptly commence mid-term negotiations for substitute contract language to replace the invalidated provision or clause. The remaining provisions and clauses shall remain in full force and effect if not affected by the deleted provisions.

ARTICLE XIX

TERMINATION

This Agreement shall be effective on July 1, 2008, and shall continue in effect until June 30, 2012.

Executed this ____ day of April, 2009.

AVOCA SCHOOL DISTRICT 37

ATTEST:

By: _____
President, Board of Education

Secretary, Board of Education

**STATE AND MUNICIPAL TEAMSTERS, CHAUFFEURS & HELPERS LOCAL
726, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS OF AMERICA**

By: _____
Secretary-Treasurer

**AVOCA SCHOOL DISTRICT 37
CUSTODIAN/DRIVERS AND MAINTENANCE
EMPLOYEES GRIEVANCE FORM**

Grievant's Name: _____

Job Title: _____

Date of Alleged Contract Violation: _____

Date Grievance Informally Addressed with Supervisor: _____

Statement of Grievance (Identify the specific section(s) of the Contract alleged to have been violated and give a detailed explanation of the violation):

Relief Requested (Specifically describe how the grievance should be resolved):

Notice to Grievant: If the Superintendent and Grievant mutually agree, any step of the grievance procedure may be bypassed. Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Union at Step 2 in accordance with in accordance with the Grievance Procedures set forth in Article VIII of the Contract.

Grievant's Signature:

Date:

STEP 1 RESPONSE

**BUSINESS
MANAGER'S SIGNATURE:** _____ **DATE:** _____

If Step 1 response does not resolve grievance, grievant hereby appeals to Step 2.

GRIEVANT'S SIGNATURE: _____ **DATE:** _____

STEP 2 RESPONSE

**SUPERINTENDENT'S
SIGNATURE:** _____ **DATE:** _____