

**CONTRACT FOR MAINTENANCE WORKERS**

**(JULY 1, 2007 TO JUNE 30, 2011)**

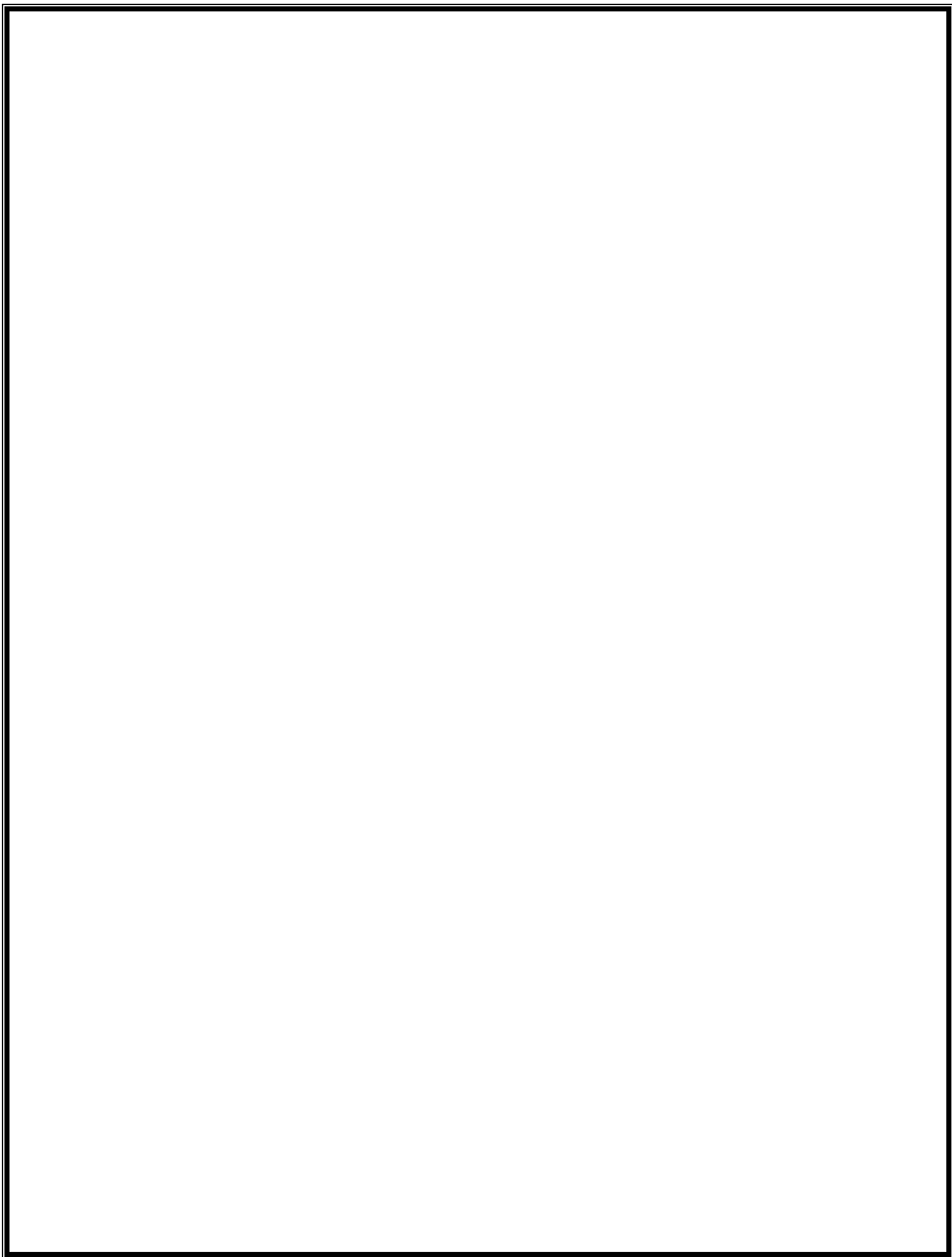
**AN AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
OF KANKAKEE SCHOOL DISTRICT #111  
KANKAKEE, ILLINOIS**

**AND**

**Kankakee-Iroquois Building and  
Construction Trades Craftsmen  
of Kankakee, Illinois, A.F.L.-C.I.O.,**

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## **AGREEMENT**

**Agreement**, made and entered into the 1st day of July, 2007, by and between Kankakee School Board District No. 111, Kankakee, Illinois, hereinafter known and referred to as the "Company," and Kankakee-Iroquois Building and Construction Trades Craftsmen of Kankakee, Illinois, A.F.L.-C.I.O., hereinafter known and referred to as the "Union."

**WITNESSETH THAT: WHEREAS**, the purpose of this Agreement is to arrive at a mutual understanding between the Company and the Union regarding hours of work, working conditions, minimum wage scale, overtime pay, to stabilize employment and improve working conditions, to insure economy of operation, elimination of waste, and quality of service, it is therefore mutually agreed as follows:

## ARTICLE I

### Section 1: Recognition

The Company hereby recognizes the Union, during the life of this Agreement, as the sole and exclusive representative of all skilled craft maintenance employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, working conditions covered by the scope of this Agreement, and recognizing individual hiring halls for employment referrals for a seventy-two (72) hour period after notification.

### Section 2: Union Security

It is agreed there shall be no discrimination by either party hereto between members of the Union and employees who have not been accepted into the Union or do not wish to join the Union.

### Section 3: Employee Insurance

To insure all employees covered by this Agreement against loss of time and personal expense resulting from occupational accidents, it is further agreed that the employer shall carry Workmen's Compensation Insurance with a reliable Surety Company. The name of the Surety Company and the policy numbers with expiration dates are to be provided to the Union upon request to the Business Office of the Company.

## ARTICLE II HOURS OF LABOR

### Section 1:

Eight hours shall be the normal work day and they may be worked any time between the hours of seven a.m. and midnight Monday through Friday. All hours worked in excess of the normal forty-hour week or in excess of the normal eight-hour day shall be paid at the rate of time and one half in accordance with the Fair Labor Standards Act.

### Section 2:

When an employee is called back to work after the eight (8) hour day, or forty (40) hour work week, the employee will be guaranteed at least three (3) hours call back time.

## ARTICLE III

### Section 1: Wages

School District No. 111 agrees to pay for the period July 1, 2007 to June 30, 2008, \$30.24 per hour to employees covered by this Agreement (carpenter, electrician, plumber, and painter). School District No. 111 agrees to pay for the period July 1, 2008 to June 30, 2009, \$31.45 per hour to employees covered by this Agreement (carpenter, electrician, plumber, and painter.) School District No. 111 agrees to pay for the period July 1, 2009 to June 30, 2010, \$32.71 per hour to employees covered by this Agreement (carpenter, electrician, plumber, and painter.) School District #111 agrees to pay for the period of July 1, 2010 to June 30, 2011, \$34.02 per hour to employees covered by this Agreement (carpenter, electrician, plumber and painter).

The contract will be in effect July 1, 2007 through and including June 30, 2011. The salary increases represent a 4.0 % annual increase.

### Section 2: Probationary Period

Employees hired after November 1, 1984 shall be subject to a probationary period of one (1) calendar year. During the first six (6) months of the probationary period, employees will be paid 80% of the appropriate hourly rate. During the second six (6) months, the probationary employee will be paid 90% of the appropriate hourly rate. After one (1) calendar year, employees will receive 100% of the appropriate hourly rate.

### Section 3: Temporary Employees

Employees who are hired temporarily (for less than six months) will be paid 70% of the appropriate hourly rate. These employees will be eligible for health insurance after twelve (12) consecutive weeks of employment. No other fringe benefits will be granted. This time is non-cumulative. An employee ceases temporary status after six months and Article III, Section 2 will apply. This section of the contract will not be used by management to circumvent the intent of this contract, nor will it be used by the Union to prevent the Board of Education from continuing past practices, to achieve their maintenance goals.

### Section 4: Early Retirement Stipend (ERS)

1. Any employee who chooses to retire after the age of fifty-five (55) and prior to the age of sixty (60) shall receive an additional stipend of one thousand dollars (\$1,000) for each full year of service remaining until age sixty (60), up to a maximum of five thousand dollars (\$5,000), said monies to be paid in equal amounts with the employee's regular salary during the final year of employment (hereinafter, the "retirement year.")
2. In order to be eligible for the Early Retirement Stipend, the employee:
  - a. Must have at least ten year's of continuous service with the School District prior to the retirement year.
  - b. Must notify the Superintendent or his/her designee in writing on or before September 1st preceding the retirement year.
  - c. Must be at least fifty-five (55) years of age and no older than fifty-nine (59) years by June 30th of the retirement year.

## **ARTICLE IV VACATION**

Two weeks paid vacation shall be paid after one year of service and shall be based on the regular forty-hour work week. Three weeks paid vacation shall be paid after ten (10) years of service. Four weeks paid vacation shall be paid after fifteen (15) years of service. Said vacation pay shall be paid prior to the start of the vacation period.

## **ARTICLE V**

### Section 1: Holidays

The following paid holidays, or days observed as such, shall be observed as holidays and employees shall be granted the day off with pay on such days:

- July 4th
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Last scheduled work day before Christmas Day
- Christmas Day
- Last scheduled work day before New Year's Day
- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day (or Lincoln's Birthday, as appropriate)
- Casimir Pulaski Day\*
- Spring Holiday
- Memorial Day

\* If this day reverts to commemorative status, it will not be a paid holiday.

The employee must work on the last working day before and the first working day after the holiday to be eligible for holiday pay. Holidays which occur during an employee's vacation time will not be charged to the employee's vacation benefit. Employees who are absent before or after a holiday because of a death in the family, as defined in Article V, Section 4, will not lose holiday pay. An employee who has missed five (5) consecutive work days due to illness, will not lose holiday pay.

### Section 2: Insurance

Health insurance benefits and the employee's share of the premium will be determined by the Board of Education.

During the period covered by this Agreement, the Board of Education will provide for each employee \$50,000 of term life insurance and accidental death and dismemberment insurance.

Whenever the life insurance benefit or accidental death and dismemberment insurance increases for any other department or work group in excess of the current \$50,000 benefit, this agreement entitles all skilled labor department employees under this agreement to receive an immediate and equal increased benefit.

### Section 3: Sick Leave

Sick leave shall be granted to each employee on the following basis:

All employees will be given one (1) day per month not to exceed twelve (12) days. Unused sick days will be allowed to accumulate to a maximum of two hundred and forty (240) days, or the maximum allowed by IMRF, plus an additional twelve (12) days.

Each employee shall be allowed five (5) days of sick leave in each fiscal year without a doctor's certificate. After such five (5) consecutive days have been taken, a doctor's statement shall be required by the Board of Education in order for absence to be counted as sick leave.

### Section 4: Funeral Leave - Family

In case of death or serious illness (doctor's certificate required) in immediate family (father, mother, spouse, children, sister, brother, father-in-law, or mother-in-law), of any employee, three (3) working days with pay may be taken without being taken off sick leave, after which time, if additional leave is necessary, time off may be taken as part of sick leave.

### Section 5: Personal Leave

Absences for reasons of personal business which cannot be taken care of during non-school time may be approved for two (2) days per year by the Director of Maintenance. In such cases, request must be filed through the Office of the Director of Maintenance. These days are not intended to be vacation days and cannot be taken two (2) days before, or two (2) days after employees' vacation period or holiday. Request for leave for personal days must be submitted one (1) week prior to leave time except in case of an emergency. Unused personal leave days shall be added to accumulated sick leave. This will be done on July 1<sup>st</sup> of each year.

### Section 6: Funeral Leave

Absences for funerals of persons other than those included in the Sick Leave provision may be approved for one day per year by the Director of Maintenance. This day is non-cumulative.

### Section 7: Retirement

1. All full-time employees are under the provisions of the Illinois Municipal Retirement Fund.
2. A percentage will be deducted from the wages of each employee as established by the Illinois Municipal Retirement Fund Board. To this deducted amount is added an additional amount as determined by the Illinois Municipal Retirement Fund for the Board of Education.
3. Complete information regarding benefits under the fund may be secured from the office of the Assistant Superintendent for Business Services.

**ARTICLE VI  
COFFEE BREAK**

There shall be one fifteen (15) minute coffee break in the mid a.m. and one fifteen (15) minute coffee break in the mid p.m., conditions permitting.

**ARTICLE VII  
EMERGENCY PROCEDURES**

In case of accident, the company shall see to it that the injured person or persons are properly taken care of, and also the tools if any, of such journeyman employees as may be injured, be placed in safekeeping.

**ARTICLE VIII  
GRIEVANCE PROCEDURE**

Any employee has the right to talk to his immediate supervisor about any question or problem, at the convenient time designated by the immediate supervisor consistent with working requirements. If any question or problem brought to the attention of the immediate supervisor by an employee involves the interpretation or the application of a specific provision of this Agreement, the Business Agent or designated representative shall have an opportunity to be present before adjustment of the grievance.

All differences and disputes between the School District and the Union and/or employees, raised by the Union or employees and relative to meaning, interpretation or application of specific provisions of the Agreement shall be presented to the grievance procedure provided below:

Step 1:

The employee, with his Business Agent, will contact the Director of Maintenance or his delegate and explain the grievance within ten (10) working days after the occurrence of the event giving rise to the grievance. Following such discussion, the grievant will receive an answer in writing within three (3) school days. If the grievance is not presented within the ten (10) day period spelled out above, the matter shall be deemed resolved and the School District's action or failure to act will stand.

Step 2:

If the grievance is not settled after discussion or within three (3) school days after presentation, the grievance will be reduced to writing and submitted to the Assistant Superintendent for Business Services to be discussed with a Union representative. A written answer will be filed with all parties as soon as possible, but no later than seven (7) work days from date of submission at Step 2. If the written grievance is not presented within ten (10) working days following Step 1 answer, the matter shall be deemed resolved and the School District's action or failure to act will stand.

Step 3:

If the grievance is not resolved at Step 2, it may be appealed to the Superintendent of Schools and/or Board of Education within ten (10) working days following the receipt of the written answer of the Assistant Superintendent for Business Services.

Step 4:

In the event no final adjudication is reached, the grievance will be subject to binding arbitration. The School District and the Union will equally share the expenses of the arbitration proceedings.

If it is agreeable to both the employer and the Union, the grievance may be submitted to a Mediation Board prior to binding arbitration.

**ARTICLE IX**

During the term of this Agreement, the Union or individual Union members will not conduct work stoppage or any concerted action of strike, slowdown, informational picketing, or impose a duty or obligation upon any member to conduct, assist, or participate in a strike against the School District.

**ARTICLE X**

Section 1: Term

This agreement shall become effective July 1, 2007 and remain in effect to and including 12:00 p.m., June 30, 2011.

Section 2: Notice to Amend or Terminate

Either party desiring to amend or terminate this Agreement must notify the other in writing at least sixty (60) days prior to June 30, 2011.

Section 3: Mutual Amendment At Any Time

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date thereof and be approved and executed in the same manner as this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the May 14,-2007. This Agreement covers working conditions, wages, and fringe benefits for the undersigned.

UNION REPRESENTATIVE

SCHOOL BOARD REPRESENTATIVE

By: \_\_\_\_\_

By:

\_\_\_\_\_

Date: \_\_\_\_\_

Date:

\_\_\_\_\_