

# ***AGREEMENT***

*By and Between*

***INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS  
LOCAL No. 34***

*And*

***QUINCY PUBLIC SCHOOL  
DISTRICT No. 172  
BOARD OF EDUCATION***

***July 1, 2019 – June 30, 2022***

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## PREAMBLE

This agreement (“Agreement”) is between the BOARD OF EDUCATION (“Board”) of QUINCY PUBLIC SCHOOL DISTRICT NO. 172 (“District”), Adams County, Illinois, and LOCAL 34 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO (“Union”). This Agreement sets forth the understanding reached by the parties with respect to the wages, hours and terms and conditions of employment of those members of the Union employed by the District.

It is the intent of the parties for this negotiated Agreement to promote harmony, cooperation and efficiency of operations thereby establishing a positive working relationship between the District and the Union to their mutual benefit.

## ARTICLE I RECOGNITION AND DEFINITIONS

### 1.1 Recognition

- .1 The Board recognizes the Union as the sole and exclusive bargaining agent for all maintenance shop and mechanic employees (“Bargaining Unit Member(s)”) but excluding Director of Maintenance, Director of Transportation, Facility Manager and Clerical employees and all supervisory, managerial, confidential and short-term employees as defined in the Illinois Educational Labor Relations Act.
- .2 The Board agrees not to enter into contract negotiations in regard to hours, wages, and working conditions with any individual, group, or organization of Bargaining Unit Members covered by this Agreement, other than its duly elected representatives, for the duration of this Agreement. Nothing herein shall preclude individuals or other organizations from presenting their views and recommendations to the Board or administrative staff at any time.

### 1.2 Definitions

As used in the Agreement, the following definitions will apply:

Agreement - Agreement between the Board and the Union

Bargaining Unit - Employees of the District as listed in Paragraph 1.1 of this Agreement.

Bargaining Unit Member(s) - A member of the Bargaining Unit.

Board - The Board of Education of the District.

day(s) - A calendar day(s) unless otherwise specified.

District - Quincy School District #172, Adams County, Quincy, IL.

Grievance - A written complaint by a Bargaining Unit Member or the Union that there has been an alleged violation, misrepresentation, or misapplication of the specific provisions of this Agreement.

Grievant - A Bargaining Unit Member or the Union who presents a Grievance.

Immediate Family - Parent(s), step-parent(s), spouse, brother(s), sister(s), step-brother(s), step-sister(s), child(ren), foster child(ren), as defined by the DCFS, grandparent(s), grandchild(ren), dependent(s), as defined by the IRS, and legal guardian(s) or the corresponding relative of the Bargaining Unit Member's spouse.

President of the Board – The President or his/her designee unless otherwise specified.

Superintendent - The Superintendent of the District or his/her designee unless otherwise specified.

Union - International Brotherhood of Electrical Workers, Local Union #34, AFL-CIO

Working Day – Monday through Friday, when the District Office is open. A schedule of District Office dates and hours will be posted on the QPS website.

Work Year - July 1 through June 30

Job Classifications- Maintenance Worker and Mechanic Worker.

Maintenance Worker: Employee performing work as plumber, electrician, HVAC/refrigeration, media specialist, carpentry, welding, asbestos abatement, door/entryway maintenance, or wireman/draftsman, delivery/laborer or any other position that may become part of the Maintenance Department. Maintenance Worker must be willing and able to accept any and all other Maintenance Department work as assigned.

Mechanic Worker: Employee performing work as mechanic or any other mechanic position the District may employ. Mechanic Worker must be willing and able to accept any and all other Mechanic work as assigned.

## ARTICLE II BOARD AUTHORITY AND MANAGEMENT RIGHTS

### 2.1 Board Authority

It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools and the direction of Bargaining Unit Members are vested exclusively in the Board. It is the duty of all Bargaining Unit Members to carry out the policies and regulations as stipulated by the Board. The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final except, to the extent the Board has exercised its discretion by entering into a provision pertaining to such subjects in the Agreement.

ARTICLE III  
NO STRIKE – NO LOCKOUT

3.1 No Strike

During the term of this Agreement and any extension thereof, no Bargaining Unit Member covered by this Agreement, nor the Union, acting on behalf of the Bargaining Unit Members shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the District's premises, any strike, slowdown or other refusal to render full and complete services to the District, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the District. It is understood and agreed that any Bargaining Unit Member violating this provision of the Agreement shall be subject to disciplinary action by the Board up to and including dismissal.

3.2 No Lockout

During the term of this Agreement and any extension thereof, the District shall not engage in a lockout of Bargaining Unit Members.

ARTICLE IV  
NEGOTIATION PROCEDURE

- 4.1 The Board and the Union agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith wages, fringe benefits and working conditions
- 4.2 Negotiations on a successor Agreement shall be conducted in accordance with the Illinois Educational Labor Relations Act and shall begin on or before May 1 of the year in which the contract expires, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.
- 4.3 Each party to negotiations shall select its negotiating representatives provided that the Board shall not select a Bargaining Unit Member, and the Union shall not select any District administrator.
- 4.4 Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations and to reach tentative agreements which shall be presented respectively to the Union and the Board for ratifications.
- 4.5 During negotiations, tentatively agreed upon material shall be prepared for the Board and the Union and signed prior to the adjournment of the meeting at which such agreement was reached.
- 4.6 When the Union and the Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Union for ratification and to the Board for approval.

#### 4.7 Mediation

Either party or both parties jointly, may request mediation from the Federal Mediation and Conciliation Service at any time. No party shall declare impasse at any time prior to the expiration of fifteen (15) days from the beginning of mediation, or as otherwise permitted by law. Should the Federal Mediation and Conciliation Service be unavailable, the parties shall mutually agree upon a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified and requested to provide a qualified mediator. The costs of mediation shall be shared equally by the Union and the Board.

### ARTICLE V BARGAINING UNIT MEMBER AND UNION RIGHTS

#### 5.1 Union Membership

The Board and the Union recognize that the Illinois Educational Labor Relations Act provides that each Bargaining Unit Member has the right to join or to not join any organization for the Bargaining Unit Member's professional or economic improvement and that membership in the Union or any other organization shall not be required as a condition of employment. The Board and Union further agree that no employee shall be discriminated against or subjected to intimidation, restraint or coercion because of the employee's membership or non-membership in the Union or because of the employee's participation or refusal to participate in lawful activities of the Union.

#### 5.2 Non-Discrimination

- .1 The Board and the Union agree that they will not discriminate against any Bargaining Unit Member with respect to hours, wages, terms or conditions of employment by reason of the Bargaining Unit Member's membership in the Union or participation in any Grievance.
- .2 The Board and the Union agree that they will not discriminate against any Bargaining Unit Member for reasons of race, color, sexual orientation, sex, age, marital status, religious affiliation or national origin.

#### 5.3 Appearance Before the Board

When a Bargaining Unit Member is required to appear before the Board concerning any matter which could adversely affect that Bargaining Unit Member's position, employment or salary, the Bargaining Unit Member shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a personal representative at said meeting. If during the course of discussing disciplinary action with an administrator, an employee requests Union representation, the administrator shall discontinue the discussion.

#### 5.4 Personnel Files

A Bargaining Unit Member shall have the right, upon request and at a time mutually convenient to the parties, to review the contents of his/her own personnel file as maintained by the District. Privileged information, such as letters of reference, shall be specifically exempted from such a review. A Bargaining Unit Member may write a response to any material contained in his/her personnel file and this response will also be placed in the Bargaining Unit Member's personnel file

## 5.5 Information

- .1 The Union shall be furnished regular and routine financial reports prepared for the Board on a monthly basis. Requests for reports shall not be unreasonably denied and the reports shall be provided within a reasonable amount of time. Nothing herein shall require the District to research and assemble reports unless otherwise required by law.
- .2 The Union shall have the right to post official notices of its activities and matters of Union concern on designated bulletin boards. The District may direct the removal of any items posted on the bulletin board that in the District's judgment may be offensive, in poor taste, not appropriate for display, or violates the Illinois Ethics and Gift Ban Act or other applicable laws
- .3 The Union may use Bargaining Unit Members mailboxes, emails and interschool mail services for purposes of communicating with Bargaining Unit Members, provided it does not violate the Illinois Ethics and Gift Ban Act, Acceptable Use Procedure for the District's Electronic Network or other applicable laws.

## 5.6 Consultation Committee

In order to promote the free flow of information among the Union, the District, and the Board, the Union and the District agree to establish a Consultation Committee composed of three representatives of the Union selected by the Union, and the Superintendent or designee, and the District's Maintenance Director. The Consultation Committee shall meet at mutually agreed upon times as needed, to discuss matters of mutual concern.

## 5.7 Business by Union Representative on District Property

Authorized agents of an exclusive bargaining representative, upon notifying the superintendent or building administrator, may meet with school employees in the school building during duty free times of such employees.

## 5.8 Union Representation

The Union shall have the right to appoint one or more members of the bargaining unit as a Union Steward to represent the Union in matters relating to the performance of the terms and conditions of this Agreement. The duties of the Steward shall be to report to the Union contractual disputes and grievances, and in the case of an accident the Steward shall see that employees covered by this Agreement and their personal belongings are cared for.

## 5.9 Payroll Deductions of Union Dues

Upon receipt of a written and signed authorization card from a Bargaining Unit Employee, the District shall deduct from the employee's paycheck each pay period the Union dues and initiation fees, if any, and any other contributions toward a Union program or fund set forth by the Union, and any authorized increases thereto, and shall remit such deductions to the Treasurer of the Union at the address designated by the Union on a periodic basis, but no later than fifteen (15) days after such deductions are made. The Union may change the amount of dues by giving the District at least thirty (30) days written notice of the amount of such change. The District will provide a dues remittance report each month in a format agreed to by the District and the Union.

#### 5.10 Rules and Regulations

Rules and regulations governing the conduct of members of the bargaining unit shall be reasonable.

#### 5.11 Fair Share

In light of the U.S. Supreme Court decision, Janus vs. AFSCME, the fair share provisions formerly in this contract have been nullified. If in the future this decision is overturned by future courts, the provision shall be full reinstated to the pre-Janus language.

### ARTICLE VI GRIEVANCE PROCEDURE

#### 6.1 Definition

A grievance ("Grievance") shall mean a written complaint by a Bargaining Unit Member or the Union that there has been an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement. A grievant ("Grievant") is a Bargaining Unit Member or the Union who presents a Grievance.

#### 6.2 Purpose

Every Bargaining Unit Member shall have the right to present Grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid Grievances which may arise.

#### 6.3 Representation

The Grievant has the right to representation by the Union in all steps of the Grievance procedure, including the informal meeting with the most immediate supervisor. The Grievant shall be present at all Grievance discussions unless the District, Union and the Grievant mutually agree that the Grievant's presence is not desirable or necessary. When the presence of the Grievant at a Grievance hearing is required by either party, illness or incapacity of the Grievant shall be grounds for any necessary extension of Grievance procedure time limits.

#### 6.4 Time Limits



A Grievance must be filed within ten (10) working days of the occurrence of the event or within ten (10) working days of when the Grievant should have reasonably known of the event which gave rise to the Grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the Grievance as rapidly as possible.

## 6.5 Constraints

- .1 Any investigation or other handling or processing of any Grievances by the Grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the maintenance program and related work activities of the Grievant or of the District's employees.
- .2 Failure of a Grievant or the Union to act on any Grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the Grievant to proceed to the next step. Time limits may be extended by mutual agreement.
- .3 If the Union or any Bargaining Unit Member files any claim, charge, cause of action or complaint in any forum other than under the Grievance procedure of this Agreement then the District shall not be required to participate, process or arbitrate or further participate, process or arbitrate a Grievance hereunder from the same Bargaining Unit Member based on the same set of facts. This provision constitutes an express waiver by the Union and all Bargaining Unit Members represented by the Union of their rights to file, process and arbitrate any Grievance from the same Bargaining Unit Member which is based on the same set of facts which form the basis of any claim, charge, cause of action or complaint which has been filed in any other forum. This section shall not prevent a separate and distinct action under the grievance procedure by a different bargaining unit member to file a grievance even if the grievance is based on the same set of facts. No individual bargaining unit member shall file a complaint in more than one venue or forum.
- .4 If the Union or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement then the District shall not be required to process the same claim or set of facts through the grievance procedure.

## 6.6 Procedure

### Step One

It is desirable for a Bargaining Unit Member and the immediate supervisor to resolve problems through free and informal communications. Therefore, before a Grievance is filed, the Bargaining Unit Member or the Union shall discuss the claim with the most immediate supervisor.

### Step Two

If the complaint cannot be resolved informally, the Bargaining Unit Member or the Union shall file the Grievance in writing with the immediate supervisor, who shall certify by signature the date and hour the Grievance was received. This certification shall be witnessed by the Grievant.

The written Grievance shall state the nature of the Grievance, shall note the specific clause or clauses of the Agreement which are applicable and shall state the remedy requested. The filing of the formal written Grievance must be within ten (10) working days from the date of the occurrence of the event giving rise to the Grievance or within ten (10) working days of when the Grievant should have reasonably known of the event which gave rise to the Grievance. The supervisor shall make a decision on the Grievance and communicate it in writing to the Grievant and the Superintendent within ten (10) working days after receipt of the Grievance.

### Step Three

In the event a Grievance has not been satisfactorily resolved at the second step, the Grievant shall file, within ten (10) working days of the immediate supervisor's written decision at Step Two, a copy of the Grievance with the Superintendent. Within ten (10) working days after receipt of the Grievance the Superintendent shall meet with the Grievant to resolve the Grievance. The Superintendent shall file an answer within ten (10) working days of the third step Grievance meeting and communicate it in writing to the Grievant and the immediate supervisor.

### Step Four

If the Grievance is not satisfactorily resolved at Step Three, the Grievance may proceed to binding arbitration. The Union shall submit to the Superintendent a written request on behalf of the Union and the Grievant to enter into binding arbitration. This request must be submitted within fifteen (15) working days of receipt of the Step Three answer.

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association. Within five (5) days after the Union requests binding arbitration, the two parties will request the American Arbitration Association provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. Expenses for the arbitrator's services shall be borne equally by the District and the Union. Each party shall bear the cost of its own representation. If only one party requests the services of a court reporter that party shall bear the cost of these services. If the other party desires a copy of the transcript, the cost of the court reporters services shall be shared equally.

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the District and the Union and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

### 6.7 Union Not A Participant

When an employee is not represented by the Union at Steps One (1) through Step Three (3) the Union will be notified of any resolution and such resolution shall not be inconsistent with the terms of this Agreement. Any grievance resolution in which the Union does not represent the Grievant shall not be a matter of precedent in the interpretation of this Agreement or in any subsequent grievance.

## 6.8 By-Pass

By Mutual agreement, any step of the grievance procedure may be bypassed and the Grievance brought to the next step.

## ARTICLE VII EMPLOYMENT CONDITIONS

### 7.1 Health and Safety

- .1 The Board and the Union agree that safeguarding the health, safety and well-being of students, employees, and general public and the protection of District property is both in their common best interest and required by law.
- .2 The Board and the Union agree that they will work cooperatively to provide an environment that does not endanger the health, safety, or well-being of the students, staff members and general public and to maintain a safe work place consistent with all legal requirements.
- .3 Members of the bargaining unit shall work in compliance with the rules, regulations and policies regarding safe work practices consistent with, but not limited to, District, State and Federal safety rules and regulations, of which will be available for reference at the Maintenance office. The School District shall provide such safety equipment as it requires or as required by law.
- .4 All work by Bargaining Unit members shall be performed in a neat and workmanship manner. In addition, work shall conform to the latest applicable Code requirements.
- .5 The Board shall furnish all proper safety equipment for the employees that are necessary to allow them to perform their work in a safe manner. This shall include but not limited to, clothing that is furnished by the District to be Arc-Flash compliant and the proper safety equipment for working on live voltage of 120 volts or greater. The Bargaining Unit Member shall abide by all requirements and district safety rules, to and shall utilize all necessary safety equipment provided by the district and dress appropriately, in order to work safely, i.e. safe, sturdy work shoes, gloves etc. All employees shall report to the jobsite wearing proper clothing.
- .6 Two members of the IBEW (as determined by the IBEW) will be invited to the District Safety Committee meeting which meets quarterly.

### 7.2 Work Assignment

- .1 It shall be the sole responsibility of the Superintendent and Board to establish the work assignments and work schedules for all employees. Work schedules and assignments may be changed by the Superintendent and Board to meet the needs of the District. Employees shall not be discriminated against for reporting of deficiencies or problems in their work assignments.

- .2 All full-time Bargaining Unit Members shall work forty (40) hours per week. Any time spent by a Bargaining Unit Member traveling between two or more buildings shall count as time worked in that work week.
- .3 Subcontractors may perform work customarily performed by employees covered by this Agreement so long as such work does not result in layoffs, reductions (i.e., failing to fill the full time position of a bargaining unit employee who quit, retired and/or was terminated) or the demotion of any bargaining unit member. It is not the intent of the parties to avoid filling any new positions for which there is a full time need or any vacancies with management, non-unit personnel and subcontractors.

7.3 Work Week - The regular work week shall start on Monday at 12:01 a.m. and conclude on Sunday at 12:00 p.m. The normal work week shall consist of five (5) eight (8) hour work days Monday through Friday. The normal workday shall start at 6:00 a.m. and end at 2:30 p.m. with a ½ hour unpaid lunch period. The District may change the regular starting time for employees to accommodate special projects.

#### 7.4 Overtime

Any work beyond forty (40) hours per week, will be compensated at the rate of one and one-half (150%) of the employee's regular rate of pay. The forty (40) hours work per week includes all hours for which the employee was paid.

- .1 When overtime is required, only employees qualified to perform the work will be assigned. However, those disqualified for a certain overtime job will not be charged as time worked or turned down. The decision as to whether an employee is qualified for a particular assignment is the responsibility of the Superintendent. Overtime shall be divided as equally as possible, according to the requirements of the overtime work. When overtime is offered, the employee must accept or reject the overtime before the end of the current shift.
- .2 An up to date list showing overtime hours shall be kept, posted and shall be made available upon request. The overtime board will be maintained on the basis of hours of overtime worked in order to divide as equally as possible overtime work. When a new employee begins work he will be placed at the bottom of the overtime list and charged with the highest amount of overtime of any employee on the overtime board. When overtime is required, the person with the least number of overtime hours shall be asked first in an attempt to equalize overtime hours. The first overtime offered will be considered the first to be worked and will not be reassigned. Refusal of overtime work on the part of a bargaining unit member will result in crediting the employee with the hours refused, just as if he had worked the hours.

Filling overtime and keeping an updated list of overtime hours is the responsibility of the district. No bargaining unit member will be placed in a position of offering overtime or keeping overtime lists.

- .3 In the event of an emergency overtime may be assigned to any bargaining unit member.

- .4 Any errors made in maintaining the overtime board will be corrected and subsequent assignment of overtime will be made on the basis of the corrected overtime board. No employee will be paid for any overtime that he may have temporarily lost because of an error in the overtime board.
  - .5 Overtime records will be zeroed at the beginning of each fiscal year.
  - .6 When overtime work is required overtime will be filled by a low hour, high seniority basis.
- 7.5 Building Checks - On days during the school year when staff is not present in District buildings, the District may request a building check to be assured that there is no temperature or other situations that would prevent a building from being ready for student or staff attendance. The District will request a Bargaining Unit Member normally assigned to each building to perform such check. The Bargaining Unit Member performing the check will be paid for the amount of time required to complete the task, but in no case less than one (1) hour.
- 7.6 Call Out(s) – An employee required to report to work in an emergency shall be paid for all hours worked, but not less than a minimum of one (1) hour.
- 7.7 Vacancies
- .1 Information regarding Bargaining Unit positions which are available will be ~~advertised and~~ posted for a period of at least five (5) working days. At the time of this posting, a written or electronic communication announcing the openings will be sent to the Union President and a copy of the posting will be sent to the Union office. Every Bargaining Unit Member will have the right to apply for any Bargaining Unit position for which he/she is qualified that becomes available. Applications shall be filled out on line. As part of this application process, each Bargaining Unit Member who applies will be granted an interview unless both the following conditions (A and B) are true:
    - A. The position is equivalent to a Bargaining Unit position that the Bargaining Unit Member has applied for within the last year;
    - B. The administrator primarily responsible for the position has interviewed the Bargaining Unit Member within the last year.
  - .2 The selection and assignment of personnel for bargaining unit positions shall be the exclusive responsibility of the Superintendent. Maintaining the quality of the skills and training shall be the primary consideration to be followed by the Superintendent in determining bargaining members' assignments. Vacancies will not be permanently filled until the five (5) working days' posting period has expired. Temporary appointments may be made during the posting period or during a Bargaining Unit Member's leave of absence.

ARTICLE VIII  
SENIORITY AND REDUCTION IN FORCE

8.1 Seniority

- .1 A seniority list shall be developed for Bargaining Unit Members. The Union shall have thirty (30) days from February 1 of each year to file exceptions to the seniority list. Exceptions shall be filed with the Superintendent. Seniority shall mean the amount of continuous service in the District in the job classification(s) covered in Article 1.1 of this Agreement. All seniority shall be lost upon resignation, retirement, dismissal or upon layoff when recall rights expire. If an employee is absent from work due to a work related injury it shall not be considered a break in service for Seniority.
- .2 If a Bargaining Unit Member leaves a Bargaining Unit position for another position in the District, the seniority date of the original Bargaining Unit Member's position(s) shall be retained on the classified seniority list for a period of four (4) years and then removed from the seniority list.
3. If the length of service of Bargaining Unit Members is equal, then the tie will be broken by a lottery drawing.

8.2 Reduction in Force

- .1 If the Board determines it is necessary to have a reduction in the number of Bargaining Unit Members, the Bargaining Unit Member(s) dismissed shall be given written notice of at least thirty (30) days along with a statement of honorable dismissal. Upon request, a representative of the District will meet with the Union to discuss the proposed reduction in Bargaining Unit Members.
- .2 If the Board determines it is necessary to have a reduction in the number of Bargaining Unit Members Seniority will prevail unless qualification would result in an unfilled position required by the District.

8.3 Recall Rights

- .1 Any Bargaining Unit Member honorably dismissed pursuant to this Article shall be eligible for recall, in reverse order of the dismissals, within one calendar year from the date of dismissal. Failure to respond within twenty (20) days to a notice sent by certified mail to the last address supplied by the Bargaining Unit Member will void recall rights.
- .2 Bargaining Unit Members who have been honorably dismissed pursuant to this Article shall be given the right of refusal, by seniority, for any temporary maintenance jobs for which they are qualified. The terms and conditions of the employment, including the wage rate, will be as established by the District for the temporary position. The Bargaining Unit Member will not gain seniority or earn credit for advancement on the wage schedule as the result of accepting employment in a temporary job. Neither the acceptance nor rejection of employment in a temporary job will affect the Bargaining Unit Member's rights to recall to a permanent position should one become available.

## 8.4 Period of Probation

Bargaining Unit Members are required to complete a ninety (90) day period of probationary employment. The District is not required to state any reason for the dismissal of a probationary Bargaining Unit Member.

## ARTICLE IX DISCIPLINE

### 9.1 Discipline

- .1 The Union and the District subscribe to the concept of progressive corrective discipline. Steps of progressive corrective discipline are: (1) verbal warning, (2) written warning, (3) written reprimand, (4) suspension without pay, and (5) discharge. While it is desirable to follow the normal sequence of progressive corrective discipline, an infraction may be of such a serious nature as to warrant more severe actions immediately.
- .2 The intent of discipline is to be progressive and corrective in nature and the specific type of discipline implemented will be dependent upon the severity and frequency of the unacceptable behavior.
- .3 The discipline or discharge of Bargaining Unit Member who has completed the required period of probationary employment with the District shall be in accordance with this Agreement, provided it does not violate the relevant provisions of the Illinois School Code.
- .4 A Bargaining Unit Member may be disciplined with just cause for violation of work rules, and in addition thereto, for acts or omissions to act which unnecessarily endanger the health, safety or property of students, other District employees or members of the public. Disciplinary action will be administered in a timely manner and as not to cause unnecessary embarrassment to the Bargaining Unit Member.

Discipline will be issued for just cause and will be issued as soon as practicable after the District becomes aware of the event or action giving rise to the discipline. An effort will be made to administer such discipline within thirty (30) days of the time the District becomes aware of the event or action giving rise to the discipline. In the event the District is unable to obtain evidence to support its charges due to matters beyond its control, the Bargaining Unit Member and the Union will be notified within a thirty (30) day period that discipline may be administered at a later time when evidence becomes available to the District.

#### Suspension With Pay

Nothing prohibits the Board or Superintendent from suspending a Bargaining Unit Member with pay pending an investigation of possible Bargaining Unit Member's wrongdoing. Suspensions with pay are not deemed disciplinary.

## Just Cause Suspension Without Pay and Termination

Prior to the suspension without pay or termination of a Bargaining Unit Member, the Bargaining Unit Member shall have a right to a conference with the Superintendent. At the Bargaining Unit Member's request, a Union representative will be present. The specific grounds forming the basis for the suspension or termination shall be made available to the Bargaining Unit Member and the Union in writing at least forty-eight (48) hours in advance of such conference. Only the Board after a due process hearing can terminate a Bargaining Unit Member.

### 9.2 Evaluation

- .1 All Bargaining Unit Members will be evaluated on a continuous basis by the immediate administrator, director, or supervisor in charge of the Bargaining Unit Member under the direction of, and in cooperation with the chief business administrator.
- .2 Any Bargaining Unit Member whose work is adjudged unsatisfactory or who does not comply with the rules, regulations and policies of the administrative division to which the individual is assigned, the district administrative handbook, or of the Board, may be disciplined in accordance with Article 9.1 of this Agreement.
- .3 Within five (5) work days of completion of an evaluation, the immediate supervisor will meet and discuss the evaluation with the Bargaining Unit Member.
- .4 The Bargaining Unit Member will be notified of any deficiencies and may be given guidance, if necessary, to improve his/her performance.

## ARTICLE X LEAVES

### 10.1 Sick Leave

- .1 Each full time Bargaining Unit Member shall be granted fifteen (15) sick leave days per Work Year, three (3) of which may be used for personal leave as provided in Section 10.2. No more than three (3) personal leave days may be used per Work Year. A Bargaining Unit Member absent three consecutive sick days is required to provide verification from the physician upon his/her return.
- .2 Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate Family shall be defined as: parent(s), step-parent(s), spouse, brother(s), sister(s), step-brother(s), step-sister(s), child(ren), foster child(ren), as defined by DCFS, grandparent(s), grandchild(ren), dependents, as defined by the IRS, and legal guardians or the corresponding relatives of the Bargaining Unit Member's spouse.
- .3 Serious illness is defined as being an illness which an attending physician would designate, if requested, as sufficiently serious to require the presence of the Bargaining



Unit Member at the bedside. Serious or personal illness may require written verification from the attending physician.

- .4 Unused sick leave shall accumulate without limit.
- .5 A Bargaining Unit Member employed for a period of time less than a Work Year will have his/her sick leave prorated according to the number of months employed in the Work year divided by 12 months. ( $\#$  of months employed / 12 x 15 = total sick days).
- .6 Regarding maternity leave for the birth or adoption of a child, the District will comply with the provisions of the Family and Medical Leave Act. While FMLA leave is normally unpaid, the District will allow eligible Bargaining Unit Members to use accumulated sick leave for work days that occur within six (6) weeks (42 calendar days) of the date of the birth or adoption of a child. An extension to cover work days that occur during an additional 2 weeks (14 days) will be allowed if a valid medical reason exists and is documented by a written note from a physician. If a Bargaining Unit Member does not have accumulated sick days to cover the length of the absence, the days will be unpaid leave. Bargaining Unit Members desiring maternity leave should contact the Superintendent in writing as far in advance of such leave as possible indicating approximate start and end date of the leave. Nothing in this subsection shall eliminate or diminish an employee's rights under the Family Medical Leave Act, the ADA, the ADAAA of 2008, the Pregnancy Discrimination Act or the Illinois Human Rights Act.

## 0.2 Personal Leave

- .1 Personal leave days may not be taken on the first working day preceding or following a vacation or holiday, except in emergency situations as approved by the Superintendent.
- .2 No more than two (2) Bargaining Unit Members may use personal leave on the same day, except in emergency situations approved by the Superintendent.
- .3 Personal leave shall be used for the purpose of handling personal business and no reason need be given. A Bargaining Unit Member planning to use personal leave shall submit a request to his/her immediate supervisor, in writing, as early as possible in advance of the leave day, and, except in emergencies shall be at least two (2) days in advance of the day of the leave.

## 10.3 Court Appearances

- .1 A Bargaining Unit Member called for jury duty when he/she is scheduled to work shall receive full salary during the time the Bargaining Unit Member is on jury duty.
- .2 A Bargaining Unit Member issued a court subpoena concerning matters relating to his/her employment by the District shall receive full salary during the time of required absence. This provision is not applicable if the Bargaining Unit Members is subpoenaed to testify under the following conditions:

- .1 A matter in which either the Bargaining Unit Member, or any of the Bargaining Unit Member's Immediate Family, or any business associate have a financial interest.
- .2 If the Bargaining Unit Member is a witness against the District, the Board or its representatives as a result of any legal actions commenced by or on behalf of the AFL-CIO, and/or the Union, its agents or members, or as the result of any legal actions arising from collective negotiations between the Union, and the Board.
- .3 If the Bargaining Unit Member has been charged with negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the District and the Bargaining Unit Member is found guilty by a jury or court of the charges brought against such Bargaining Unit Member.
- .4 When a Bargaining Unit Member is excused from his/her court appearance, either temporarily or permanently, on any scheduled work day or a part of a scheduled work day, the Bargaining Unit member shall promptly report to work to complete any remaining hours of the scheduled work day.

#### 10.5 Funeral Leave

In the event of a death in a Bargaining Unit Member's Immediate Family, or the death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law, funeral leave shall be allowed up to three (3) days per occurrence. One day of funeral leave shall be allowed for aunts, uncles, nieces or nephews or the corresponding relative of the Bargaining Unit Member's spouse. Personal leave will be used for attendance at other funerals.

#### 10.6 Union Leave

Designated representatives of the Union shall be allowed time to conduct Union business and/or attend meetings pertinent to Union matters without loss of salary provided the following conditions are fulfilled:

- .1 The aggregate number of hours in any Work Year shall not exceed 64 hours and no one Bargaining Unit Member may use more than 40 hours. Hours will be counted in only whole hours, no partial hours.
- .2 A written request for Union leave shall be submitted to the Superintendent at least five (5) days in advance of the absence and shall state the specific purpose of the meeting, the date of the meeting and the name of the Bargaining Unit Member who will attend the meeting.
- .3 The parties may grant additional Union Leave on a case by case basis by mutual consent of both parties.

ARTICLE XI  
COMPENSATION AND BENEFITS

11.1 Pay Procedure

- .1 A Bargaining Unit Member will be paid on the 15<sup>th</sup> of each month. If the 15<sup>th</sup> occurs on a Saturday, Sunday, or during a break, Maintenance Workers will be paid on the last school day preceding the 15<sup>th</sup>.
- .2 The salary of all Bargaining Unit Members covered by this Agreement will be in accordance with the Schedule attached hereto and made a part hereof.
- .3 Movement on Salary Schedule - A Maintenance Worker whose employment begins between July 1 and December 31 will be eligible to advance to the next step on the salary schedule on the first July 1 after employment provided he/she has received a satisfactory evaluation. A Maintenance Worker whose employment begins between January 1 and June 30 will be eligible to advance to the next step on the salary schedule on the second July 1 after employment provided he/she receives a satisfactory evaluation. Upon completion of each Work Year thereafter, a Maintenance Worker will advance to the next step on the salary schedule effective July 1 provided he/she has received a satisfactory evaluation.

11.2 Holidays

- .1 Only a full time Bargaining Unit Member who is employed on a forty 40 hours per week basis shall be entitled to the following paid holidays if the Bargaining Unit Member has worked the last scheduled work day preceding the holiday and the first scheduled work day following the holiday or days celebrated as such.

New Year's Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Friday before Easter	Veteran's Day	Christmas Day
Memorial Day	Christmas Eve	Martin Luther King Jr. Day
New Year's Eve	Columbus Day	

\* Note: At the option of the Board Lincoln's Birthday may be substituted for President's Day.

\*\*Note: The Board reserves the right to substitute a day for a holiday not recognized.

If the Board of Education authorizes any other bargaining unit to have any additional days as a holiday with pay, members of the bargaining unit will also be entitled to that day as a paid holiday.

- .2 In the event any of these holidays are no longer required by the Illinois School Code or are not observed as holidays by the District, they will automatically be deleted as a holiday from this Agreement and shall be reinstated as work days.

- .3 If Christmas, New Year's or Independence Day falls on a Saturday, the holiday will be granted on the preceding Friday, if Christmas, New Year's, or Independence Day falls on a Sunday, the holiday will be granted on the following Monday.
- .4 In emergency situations members of the bargaining unit may be required to work on a paid or unpaid holiday to insure the continued operation and maintenance of District facilities or property. If a member of the bargaining unit is required to work on a paid holiday the employee shall be paid his/her holiday pay in addition to the applicable wage rate for the hours they actually work.

11.3 Vacations

- .1 Twelve-month Full-time Bargaining Unit Members shall be eligible for paid vacation days according to the following schedule:

<u>Length of Employment</u>	<u>Monthly Accumulation</u>	<u>Maximum Vacation Leave Earned Per Year</u>
From Beginning of employment	0.83 Days	10 Days per year
Beginning of year 7	1.25 Days	15 Days per year
Beginning of year 15	1.67Days	20 Days per year

- .2 Bargaining Unit Members are encouraged to use their vacation days each Work Year. No more than five (5) unused vacation days may be carried over to the next Work Year. Any unused vacation days in excess of five (5) will not be carried over and will be lost. Exceptions to the five-day carryover limit may be made as determined by the Maintenance Director and approved by the Superintendent.
- .3 In general, Bargaining Unit Members may take vacation any time during the Work Year. However, all vacation must be scheduled with the prior approval of Maintenance Director.
- .4 Should a legal holiday fall on a regular work day during the Bargaining Unit Member's vacation, he/she may take the first work day following the end of his/her vacation or the day preceding his/her vacation. This day will not be allowed at any other time.

11.4 Insurance

- .1 HEATH INSURANCE: The District shall provide health insurance to eligible permanent Bargaining Unit Members as follows. The Employer shall pay into the NECA-IBEW Welfare Trust Fund as established by the Amended Agreement and Declaration of Trust executed as of November 21, 1955, the sum of seven dollars and five cents (\$7.05) per hour times 160 hours per month for permanent Bargaining Unit Members covered by this Agreement whose hour of work qualifies them as a .5 FTE (at least 4 hours per day and 20 hours per week) for health and welfare, dental, and vision care coverage under the "Base Plan." All regular/routine hours worked in any department of the District will be counted in determining a Bargaining Unit Member's FTE status.

The initial payment from the Employer on behalf of the above employees shall be due to the NECA-IBEW Welfare Trust Fund by September 15, 2016, with initial employee eligibility commencing on October 1, 2016. The payment shall be made by check or draft and shall constitute a debt due and owing to the NECA-IBEW Welfare Trust Fund on the last day of each calendar month. The payment and payroll report shall be mailed to reach the office of the NECA-IBEW Welfare Trust Fund, 2120 Hubbard Ave., Decatur, IL 62526, not later than fifteen (15) calendar days following the end of each subsequent calendar month.

Whenever the Trustees request additional contributions, the parties agree the Employer will pay 90% of the first twenty-five cents (\$0.25) every six (6) months for the duration of the contract. The additional 10% of the first twenty-five cents (\$0.25) and any additional contribution rate increases occurring within each six (6) month period will be borne by the employee as a reduction in the base wage rate.

.2 Life Insurance - As part of the coverage provided by the NECA-IBEW Welfare Trust Fund, all Maintenance Department Bargaining Unit Members will receive \$20,000 in death and accidental dismemberment insurance. This Coverage comes at no expense to the District or Bargaining Unit Members as it is part of the coverage provided by the Welfare Trust Fund.

11.5 Retirement – The District shall continue the current pension plan, Illinois Municipal Retirement Fund, (IMRF) at the current contribution levels with the same rules the employees had at the time of certification by the IELRB. In the event that, in the future, IMRF changes the rules, contribution rates, or the plan, those changes if required by law will be implemented by the District and shall be reflected into the current pension plan.

11.6 No Use of Personal Vehicles

Members of the bargaining unit shall not use their personal vehicles in the course of their employment.

## ARTICLE XII EFFECT OF AGREEMENT

12.1 Complete Understanding

The terms and conditions set forth in this Agreement contain the full and complete agreement negotiated by the parties and nothing that is excluded is agreed to unless it is put into writing, signed by all parties and attached to the Agreement. During the term of the Agreement, amendments can only be made with written mutual consent of both parties.

12.2 Waiver of Additional Bargaining

The Board and the Union, for the life of this Agreement, each waives any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this Agreement was negotiated or signed and that any bargaining will be limited to a successor agreement, except that with the written mutual consent of both parties, such matters may be discussed and the agreement modified.

12.3 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court 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.

12.4 The District and Union confirm that their current addresses for notifications are as follows:

12.5 Term of Agreement

This Agreement shall be effective July 1, 2019 and shall continue in effect until June 30, 2022.

This Agreement is signed this 26<sup>th</sup> day of June, 2019.

IN WITNESS WHEREOF:

For the International Brotherhood  
of Electrical Workers, Local 34

For the Board of Education,  
Quincy Public School District No. 172

/s/ Paul Flynn  
Business Manager

/s/ Sayeed Ali  
President

/s/ Mark Picton  
President Local 34

/s/ Carol Nichols  
Board Member

/s/ Phyllis Stewart  
Secretary

District: Quincy School District #172  
1416 Maine Street  
Quincy, Il 62301

Union: IBEW Local 34  
1900 Harrison  
Quincy, IL 62301

With a copy to: Dan Nutt  
6528 N 48<sup>th</sup> St.  
Quincy, IL 62305

For dues, fair share, and other Union deductions:  
IBEW Local 34  
400 N. E. Jefferson Ave  
Peoria, IL 61603  
Attn: Treasurer

The District and the Union may, by giving written notice, designate different addresses to which communications shall be sent.

## SALARY SCHEDULE

	Name	current wage	add 2.2%	year 1	add \$.45/hr	year 2	add 3%	Year 3
	Brian Capps	\$ 23.48	2.20%	\$ 24.00	\$0.45	\$ 24.45	3.00%	\$ 25.18
	Riley Kane	\$ 26.32	2.20%	\$ 26.90	\$0.45	\$ 27.35	3.00%	\$ 28.17
	Bryan Lamborn	\$ 24.09	2.20%	\$ 24.62	\$0.45	\$ 25.07	3.00%	\$ 25.82
	Steve McNeilly	\$ 25.04	2.20%	\$ 25.59	\$0.45	\$ 26.04	3.00%	\$ 26.82
	Dan Nutt	\$ 25.41	2.20%	\$ 25.97	\$0.45	\$ 26.42	3.00%	\$ 27.21
	James Reiley	\$ 27.59	2.20%	\$ 28.20	\$0.45	\$ 28.65	3.00%	\$ 29.51
	Alan Schrand	\$ 24.41	2.20%	\$ 24.95	\$0.45	\$ 25.40	3.00%	\$ 26.16
	Rick Selsor	\$ 28.40	2.20%	\$ 29.02	\$0.45	\$ 29.47	3.00%	\$ 30.36
	Rusty Smith	\$ 24.77	2.20%	\$ 25.31	\$0.45	\$ 25.76	3.00%	\$ 26.54
It is the Unions position that new employee	Jeff Watkins	\$ 18.68	2.20%	\$ 19.09	\$0.45	\$ 19.54	3.00%	\$ 20.13
starting pay should be based on experience for	Kevin Vollbracht	\$ 24.09	2.20%	\$ 24.62	\$0.45	\$ 25.07	3.00%	\$ 25.82
the job for which they are hired	Doug Hoffer	\$ 31.01	2.20%	\$ 31.69	\$0.45	\$ 32.14	3.00%	\$ 33.11
	Tim Kathman	\$ 23.91	2.20%	\$ 24.44	\$0.45	\$ 24.89	3.00%	\$ 25.63
	Ryan Rohn	\$ 20.50	2.20%	\$ 20.95	\$0.45	\$ 21.40	3.00%	\$ 22.04

**MEMORANDUM OF UNDERSTANDING #1**

**between**

**International Brotherhood of Electrical Workers Local No. 34**

**And**

**Board of Education**

**Quincy School District No. 172**

**COMPENSATORY TIME**

The Board of Education ("Board") is proposing that a pilot compensatory time program in a reduced and limited manner be utilized in order to test feasibility, monitor savings and review implementation issues. The intent is to give flexibility to staff to have some cost savings. The pilot program will only involve members of the IBEW No. 34.

Bargaining unit members may request compensatory time in lieu of receiving overtime pay at a one and one-half times that of the employee's regular rate of pay, for a yearly total of no more than 24 hours per year, July 1 to June 30. Compensatory time may only be used during the following times:

1. compensatory time must have prior approval from supervisor.
2. exceptions to these rules would only be when both sides mutually agree.

Compensatory time-off will be paid at the employee's regular hourly rate of pay. Any unused balance of time will be paid at the regular rate of the employee's regular rate of pay. The parties agree that a bargaining unit member may carry over to the next fiscal year (July 1 to June 30) up to a maximum of twenty-four (24) hours of compensatory time. If an employee has twenty-four (24) hours of compensatory time banked/accrued, any additional overtime hours will be paid in accord with the Fair Labor Standards Act. At no time can an eligible employee have more than twenty-four (24) hours of compensatory time banked/accrued.

This Memorandum of Understanding is not part of the contract between the Board and the Union. For the purpose of bargaining any successor agreement, the status quo shall be regarded as if this Memorandum did not exist. This Memorandum of Understanding is effective from July 1, 2019 to June 30, 2022.

SIGNED this 26<sup>th</sup> day of June, 2019

IN WITNESS WHEREOF:

For the International Brotherhood  
of Electrical Workers, Local 34

For the Board of Education,  
Quincy Public School District No. 172

\_\_\_\_\_  
/s/ Paul Flynn  
Business Manager

\_\_\_\_\_  
/s/ Sayeed Ali  
President

\_\_\_\_\_  
/s/ Mark Picton  
President Local 34

\_\_\_\_\_  
/s/ Carol Nichols  
Board Member

\_\_\_\_\_  
/s/ Phyllis Stewart  
Secretary



**MEMORANDUM OF UNDERSTANDING #2**

**between**

**International Brotherhood of Electrical Workers Local No. 34**

**And**

**Board of Education**

**Quincy School District No. 172**

**INDIVIDUAL RETIREMENT CONTRACTS**

The Board or its designees may negotiate individual retirement contracts with individual Staff Members. Any such contract agreed to by the Board and the individual Staff Member shall not be precedential nor establish a practice of the Board. The failure of the Board to agree to a retirement incentive negotiated under the provisions of this section shall not be subject to the grievance provisions.

This Memorandum of Understanding is not part of the contract between the Board and the Union. For the purpose of bargaining any successor agreement, the status quo shall be regarded as if this Memorandum did not exist. This Memorandum of Understanding is effective from July 1, 2019 to June 30, 2022.

SIGNED this 26<sup>th</sup> day of June, 2019

IN WITNESS WHEREOF:

For the International Brotherhood  
of Electrical Workers, Local 34

For the Board of Education,  
Quincy Public School District No. 172

/s/ Paul Flynn

Business Manager

/s/ Sayeed Ali

President

/s/ Mark Picton

President Local 34

/s/ Carol Nichols

Board Member

/s/ Phyllis Stewart

Secretary