

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FAIRFIELD PUBLIC SCHOOL DISTRICT #112

AND

**THE LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS
LABORERS' DISTRICT COUNCIL**

AND

LABORERS' LOCAL 1197

EFFECTIVE JULY 01, 2019 THROUGH JUNE 30, 2022

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ARTICLE 1 RECOGNITION

1.1 Recognition

The Board of Education of Fairfield Elementary School District No. 112, (hereinafter referred to as the "Employer" or the "Board") recognizes Laborers' International Union of North America, The Southern & Central Illinois District Council and Laborers' Local #1197, (hereinafter referred to as the "Union") as the sole and exclusive bargaining representative for all regularly employed instructional teacher aides and one-on-one aides employed by the Employer. All administrators, certified Employees, Central Office personnel, including but not limited to the Superintendent's secretary and bookkeeper, custodians, bus drivers, bus mechanics, school nurse aides, all supervisory and confidential employees, substitutes and short term employees and part-time employees are excluded under the Act from the Bargaining Unit.

1.2 General Principal of Negotiations

The purpose of this recognition is a mutual agreement between the parties to negotiate in a good faith effort. "Good faith effort" is defined as the mutual responsibility of the Union and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party's proposals, or be compelled to reach agreement on specific topics.

ARTICLE 2 UNION SECURITY/PAYROLL DEDUCTION

It shall be a condition of employment that all present employees who are or become members of the Union, shall remain members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute his/her fair share for representation within sixty (60) days of the effective date of this Agreement and all employees who are hired hereinafter shall become and remain members of the Union or the employee shall contribute his/her fair share for representation within sixty (60) days following date of first employment.

All dues and initiation fees levied by the Union on the employees covered by this Agreement shall be checked off from wages of such employees bi-weekly and remitted by the Employer to the Secretary-Treasurer of Laborers' Local 1197. The check off, however, is to apply only to such employees covered by this Agreement who authorize the Employer in writing to so check off. Exhibit (B) of this Agreement is the Check Off Authorization Form that will be used by the employees covered by this Agreement.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, errors or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Section or in compliance with any agreed upon forms and/or procedures related to this Section.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Management Rights

Except as expressly amended, changed or modified by a provision of this Agreement, the Employer retains traditional and constitutional rights to operate the District.

The District retains the respective rights as Employer enumerated below and as modified by the Illinois Educational Labor Relations Act. Such management rights include, but are not limited to, the following:

1. to plan, direct, control, and determine all operations and services;
2. to supervise and direct employees;
3. to establish the qualifications for employment and to employ employees;
4. to establish work rules and work schedules and assign such;
5. to hire, evaluate, promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions.
6. to suspend, demote, discharge, and take other disciplinary action against employees in accordance with progressive measures, contained in Section 7.7 Discipline, with the exception of probationary employees, who may be discharged without reason;
7. to establish reasonable work and productivity standards and, from time to time, amend such standards;
8. to lay-off employees due to lack of work or funds or for other legitimate reasons;
9. to assign overtime;
10. to maintain efficiency of operations and services;
11. to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
12. to maintain efficiency of the Employer's operations;
13. to take whatever action is necessary to comply with State and Federal law;
14. to charge or eliminate methods, equipment, facilities for the improvement of operation;
15. to determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
16. to determine the methods, means, and personnel by which operations are to be conducted; and
17. to take whatever action is necessary to carry out the functions of the offices in emergency situations.

ARTICLE 4 NO STRIKE - NO LOCKOUT

4.1 General Employee and Union Responsibilities

Neither the Union nor any officers, agents, or employees shall instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slow down, sit down, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operations of Employer at any location during the term of this Agreement or any agreed upon extension of this

Agreement.

4.2 Union's Communications Responsibilities

In the event of an unauthorized action by any employee, in violation of Section 4.1, the Union, within twenty-four (24) hours of being informed of such action, will notify the Superintendent in writing that said Union will make every reasonable effort to assure compliance with Section 4.1 of the Agreement.

4.3 No Lockout

The Employer agrees that it will not lock out employees during the term of this Agreement.

ARTICLE 5 UNION STEWARD

5.1 Union Responsibilities/Union Steward

It is agreed that the Union will, within one (1) week of the date of the signing of this Agreement, the Business Manager of the Local Union shall serve upon the Superintendent a written notice which will list the Union's authorized Union Steward.

5.2 Union Access

Union representatives shall have access to the premises of the Employer in order to help resolve a serious dispute or issue. In order to receive access, such representative must provide notice to the Employer and make necessary arrangements not to disrupt the work of employees. Permission must be given by the Employer prior to entering the work premises.

5.3 Required Union Activity

Employees shall be allowed necessary and reasonable time during working hours to attend grievance hearings, labor/management meetings and other necessary and reasonable activities so long as they have been established by this Agreement, and/or other meetings called or agreed to by the Employer if said employees are entitled or required to attend such by virtue of their status as grievants or witnesses thereto, or as designated representatives of the Union requested to assist such grievants during appropriate grievance procedures.

ARTICLE 6 INDIVIDUAL GRIEVANCE PROCEDURE

6.1 Definitions

6.1.1 - Grievance

Any claim by an employee covered by this Agreement that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

6.1.2-Days

All time limits shall consist of school days, except that when an alleged grievance is submitted fewer than ten (10) days before the close of the school year, time limits shall consist of business days.

6.1.3 - Initiation of Grievance

1. A grievance may be initiated and/or conducted by:
2. An employee in his/her own behalf;
3. An employee accompanied by a Union representative, or
4. A Union representative at the employee's request

6.2 Right of Representation

A Union Representative may be present if requested by the aggrieved employee at any meeting, hearing, appeal or other proceeding relating to a grievance which has been formally presented beyond Step One. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Union.

6.3 Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. In the event the matter is resolved informally and a Union Representative was not present at the adjustment of the complaint; the Superintendent shall inform the Union Business Manager of the adjustment. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

6.3.1 Initiation

An alleged grievance must be filed within ten (10) days of the occurrence of the event, which initiated the grievance. Failure to file within the time limits prescribed herein constitutes a waiver of the right to file for that particular occurrence. The written grievance shall state the clause or clauses of the contract allegedly violated and the proposed remedy requested on forms prepared by the Administration.

6.3.2 Step One

The employee shall present the alleged grievance in writing to the supervisor immediately involved and who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The supervisor shall provide the aggrieved employee with a written answer to the grievance within ten (10) days after the meeting. A copy of the decision shall be given to the Union.

6.3.3 Step Two

If the alleged grievance is not resolved in Step One, then the aggrieved employee may appeal the grievance to the Superintendent or his/her official designee within ten (10) days after the receipt of the Step One answer. The Superintendent or his/her official designee shall arrange for a meeting with the aggrieved to take place within ten (10) days after his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) days in which to provide his written decision to the grievant.

6.3.4 Step Four

If the alleged grievance is not resolved at Step Three, the Union may submit the grievance to binding arbitration within ten (10) days of the Step Three response. The

American Arbitration Association shall be requested to submit a list of arbitrators in accordance with its rules and regulations. If either party is dissatisfied with the list sent by the AAA, prior to striking the list, another list can be requested. By mutual agreement, the parties may elect to enter into grievance mediation prior to submitting the grievance to final and binding arbitration. The parties shall mutually agree upon the procedures for mediation and appropriate extension of the timeline for arbitration.

1. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
2. If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. If both parties order a transcript, the costs of the two (2) transcripts shall be divided equally between the parties. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the parties.
3. Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which had not previously been disclosed to the other party during the previous steps.
4. The arbitrator shall have no power to nullify, alter, amend, and/or add to the terms of this Agreement. The arbitrator's authority shall be strictly and narrowly limited to deciding only the grievance filed at the Step One level. The arbitrator's decision must be based solely and upon an interpretation of the meaning or application of the express relevant language of this Agreement. The arbitrator shall have no authority to interfere with exclusive Board and/or Administrative rights as covered in this Agreement.
5. Either party may make public the findings and the recommendations of the arbitrator.

6.4 Other Conditions

6.4.1 - Bypass to Superintendent

If the grievant and the Superintendent agree, Step One of the grievance may be bypassed and the grievance brought directly to Step Two.

6.4.2 - Class Grievance

Class grievances involving one or more employees one or more supervisors and grievances involving an administrator above the building level may be initially filed by the grievant at Step Two.

6.4.3 - Grievant and Union Cooperation

The grievant and Union shall not interrupt the instructional and regular duties of the employees within the District in the investigation of any alleged grievance.

6.4.4 - Released Time/Steps One and Two

Should attendance at a grievance hearing require that an employee or Union representative be released from his regular assignment, he shall be released without loss

of pay or benefits.

6.4.5 - Timelines by Grievant

Failure of any grievant to act on a grievance within the prescribed time limits will act as a bar to any further appeal. Failure of the Administration or Board to communicate a decision on a grievance within the prescribed time limits shall permit the grievant to advance to the next step if so desired.

6.4.6 - Extension of Time Limits

All time limits may be extended by mutual agreement between the parties.

6.4.7 - No Reprisals

No reprisals of any kind shall be taken by the grievant and/or the Union against any employee because of his/her lack of participation in a grievance. An employee who participates in the Grievance Procedure shall not be subject to reprisals because of such participation.

6.4.8 - Hearings at Steps Three and Four

All such hearings shall be non-school time such as evenings and/or Saturdays unless the Board schedules a hearing at another time convenient to the Board and Administration. If a hearing is scheduled in Steps Three and Four during school hours, the affected grievant will be released without loss of pay benefits.

6.4.9 - Exclusion of Remedies

In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board of Education and/or Administration, charging the Board and/or Administration with an alleged violation of this Agreement, such remedy shall be exclusive and the said member shall be barred from invoking any remedy by this grievance procedure while pursuing a remedy in another jurisdiction. If another jurisdiction is selected after a grievance has been initiated, then the timelines in the Grievance Procedure will be frozen until a decision has been rendered in the other jurisdiction. Upon being knowledgeable of the decision, the grievant has the right to reinstitute the grievance within ten (10) days.

6.4.10 - Notification to Union in Non-Representation Situations

In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of the resolution at each formal level.

6.4.11 - Clarification on Use of Personnel File

The written grievance shall not be inserted in the employee's official personnel file.

**ARTICLE 7
SENIORITY, TRANSFERS AND POSTINGS**

7.1 Definition

Seniority shall be defined as the "length of service from the first day of hire as a full-time regular employee upon completion of their probationary period", with no

interruptions in the full-time service. In addition, seniority shall, for purposes of this Agreement, be defined as an employee's length of continuous service in their classification, with accumulated seniority not being portable between classifications.

7.2 Probationary Period

Newly hired employees shall be considered probationary during their first one-hundred twenty (120) work (attendance) days. In addition, the Administration can extend the probationary period by another one-hundred twenty (120) work (attendance) days by written notification to the Union.

Employees shall have no seniority until completion of their probationary period. Any time during this period a probationary employee can be discharged "at will" without recourse or regard to any other provisions in this agreement, including being prohibited from using the Grievance Procedure for a discharge.

7.3 Termination of Seniority

Seniority shall be terminated when an employee:

1. resigns or otherwise quits;
2. leaves employment to be employed elsewhere;
3. is discharged;
4. retires;
5. is laid off for a period of twelve (12) months (exception may be a case involving Workman's Compensation, which will be determined upon reviewing the regulations in force);
6. is absent for three (3) consecutive scheduled work days without proper notification and authorization; or
7. fails to return to work at the conclusion of an approved leave of absence;
8. accepts other employment without the District's written approval during a period of authorized leave of absence.

7.4 Transfer to New Position

Any employee assuming a position in another classification shall begin their seniority in the new classification on his/her first day of work.

7.5 Posting of Vacancies

Vacancies occurring within the bargaining unit, including newly created positions within the bargaining unit, shall be posted on a designated bulletin board in the central office of each attendance center, along with a copy of such posting being sent to the Union. Every reasonable effort will be made to post vacancies at least ten (10) work days prior to being filled, but vacancies can be filled prior to that time if the operational needs of the District need to be immediately addressed as determined by the Superintendent. In the event that the Superintendent determines it is necessary to fill a position immediately, a designated Union steward shall be so notified. Such postings shall contain the following information:

1. Classification
2. Starting date
3. Rate of pay
4. Full or part-time

5. Other information as Deemed Appropriate by the Superintendent

7.6 Filling of Vacancies

Vacancies shall be filled by the most qualified applicant as determined by the Superintendent. The pay and step placement for the position shall be determined by the Superintendent upon reviewing the qualifications and previous experience of the successful applicant.

7.7 Layoffs

If the board decides to decrease the number of employees in any classification covered by this Agreement, the resulting layoff shall be effectuated first by laying off any probationary employees within the affected classification (i.e., the least senior employee in the classification shall be laid off first) provided that the remaining employees are determined to be qualified as determined by the Superintendent or designee to perform the work remaining after the layoff.

7.8 Recall From Layoff

The recall period shall be twelve (12) months. If the Board has any vacancies in a classification affected by a layoff, the positions will be tendered to qualified employees with recall rights in that classification in reverse order of layoff from said classification, if physically able to return to work. Notification of recall shall be by certified mail to the employee's last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work, along with the requirements of the position. It shall be the responsibility of the employee to keep his/her address current by providing the Superintendent's Office with the necessary information. If the employee does not respond to such notification of recall within ten(10) working days following receipt of notice sent to the employee's last known address or declines the position, the employee's right to recall shall cease and he/she shall be considered terminated from the District.

**ARTICLE 8
WORKING CONDITIONS**

8.1 Work Day

On or before July 1, the District will provide each employee a notice of the employee's work location and assignment, the number of hours worked per day, the minimum number of days worked per year, and the name of immediate supervisor, with all information being broken down by specific item within the format. The Superintendent or designee reserves the right to adjust the above conditions beyond July 1 and during the school year so as to meet the operational needs of the District.

8.2 Lunch Break

Each full-time bargaining unit employee shall receive a thirty (30) minute lunch break scheduled each day. Lunch breaks are not counted as part of the paid workday. The Administration shall determine employee lunch schedules.

8.3 Assistance in Control of Students

Control of the students shall be considered part of the job as determined by the

employee's immediate supervisor. Prior to the beginning of each school year, the immediate supervisor shall review appropriate procedures with all employees.

8.4 Unsafe or Hazardous Working Conditions

Employees are required to bring to the attention of their supervisor potential unsafe and/or hazardous working conditions.

1. The Employer and the Employees shall hold labor/management meetings at the beginning and end of each school year to address any issues that may arise. Labor/Management meetings may be held throughout the school year if the needs arises, either party may request such a meeting.

8.5 Emergency Days

When inclement weather or other emergencies result in the cancellation of classes, the following shall apply:

1. Employees will be expected to work one additional day for each day of non-pupil attendance resulting from the closing of school because of emergencies.
2. The Superintendent may elect to excuse employees early because of inclement weather or other emergencies.

8.6 Employee Obligations

This Agreement shall not interfere with an employee's obligation to fulfill his/her assigned duties in an efficient manner as determined by the Administration.

8.7 Drug Testing

In order to help provide a safe work environment and to protect the public by ensuring that employees have the physical stamina and emotional stability to perform their assigned duties, the Administration may require employees to submit to urinalysis, or other appropriate testing, at a time and place designated by the Administration. Alcohol and drug testing may also be required in compliance with state and/or federal regulations governing one or more employee classifications. If an employee tests positive in any such test, a second test shall be conducted as soon as possible. The results of these tests shall be sent to the District, but will remain confidential, to the extent possible under the law, and if both tests are positive, the employee shall be advised confidentially to seek medical assistance and advice from his/her Union representative. If after a reasonable period of time for rehabilitation, as determined by the Superintendent or designee, the same employee tests positive a second time, the test results shall be submitted to the Superintendent for appropriate action. The District shall not be limited in the number of tests required of employees each year. Unlawful use of drugs or the failure to cooperate in testing under this Section shall be cause for immediate discharge.

8.8 Discipline

The Employer shall practice progressive discipline, which may include verbal warning, written warning, suspension, and dismissal.

ARTICLE 9 LEAVES

9.1 General Sick Leave

9.1.1- Number of Days

A full-time employee shall have thirteen (13) sick days of sick leave each year. Such leave shall accumulate to a maximum of two hundred (200) days. However, if an employee accumulates additional days beyond two hundred (200) and up to two hundred forty (240), then those days can only be used for IMFR purposes. Employees shall be notified in writing at the beginning of each school year the current number of sick days they have accumulated.

9.1.2. - Definition of Sick Leave

Sick leave shall be interpreted to mean personal illness, pregnancy and related conditions, quarantine at home, serious illness or death in the immediate family of household, or other health-related matters that must be pre-approved by the Superintendent or his designee. On "health-related" matters, a minimum deduction will be one-half day for doctor or dental appointments with the affected employee working half of the day, if a substitute is hired. The minimum notice to the building principal of a doctor or dental appointment shall be three (3) school days in advance unless an emergency arises which prevents such advance notification.

The School Board may require a physician's certificate as a basis for pay during leave after an absence of three days for personal illness. In cases of serious illness or death, "immediate family" shall include parents (including step-parents), spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians, daughters-in-law, and sons-in-law.

9.2 Personal Business Days

A full-time employee will be granted three (3) days of personal business leave a year to deal with important matters not directly connected with education. Employees with fifteen (15) or more years of experience in the school district will be granted four (4) days of personal business leave a year.

A written request shall be made at least two (2) school days in advance to the appropriate building principal unless an emergency arises which prevents such advance notification. However, the Superintendent retains the prerogative to be informed of the "reason" when he/she feels it is necessary to do so. If more than two (2) employees in a building request the same date, the principal reserves the right to restrict the number of days.

Such days cannot be used before or after a holiday, or the first two (2) weeks of the school year and the last two (2) weeks of the school year, or on any of the institute days in the annual school calendar. In the event an employee feels it is necessary to take a day during a restrictive period, he/she shall submit a written request to the Superintendent, which shall be subject to approval or disapproval. The granting of "approval" or "disapproval" in one situation will not create a precedent in other requests. Approval will be granted covering graduations and legal proceedings involving the "immediate family".

Personal business days not used shall accumulate as sick leave days.

9.3 Bereavement Leave

In the event of the death of a member of an employee's immediate family, such employee, with one (1) or more years of experience in the school district, shall be entitled to a maximum of four (4) days of absence each year without loss of pay, and without loss of personal or sick leave. If the bereavement leave extends beyond the maximum allowable, the employee shall be allowed to use accumulated sick leave days.

"Immediate family" as defined for this section shall include parents, step-parents, spouse, brothers, sisters, children, grandparents, grandchildren, spouse's grandparents, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, and legal guardians. The Superintendent may consider and may approve requests for bereavement leave outside the stated definition of "immediate family".

9.4 Jury Leave

No employee shall suffer loss of pay or benefits due to lost time at work caused by serving on a jury, but shall turn over jury pay, except transportation reimbursement, to the District. It is the responsibility of the employee to notify his/her building principal at least two (2) weeks in advance of such leave so a qualified substitute can be retained for the anticipated days of absence. If jury service ends by noon on a given day, then the affected employee is expected to call his/her principal to find out if it's necessary to return to school.

9.5 Pregnancy - Related Disability Leave

Any certified employee who becomes pregnant shall receive, upon written request, a pregnancy-related disability leave of absence subject to the following conditions:

1. The employee shall advise the Superintendent or his/her designee in writing of her pregnancy no later than the third month of pregnancy. As with any anticipated disability or disability, affected employees will be subject to continuing status reports by the employee's physician as to their health and ability to continue working for a specific amount of time prior to the disability and, upon taking the disability leave and selecting a date to return, said physician shall verify that the period of disability has ended (or is continuing beyond the anticipated date of return. The above procedure does not preclude the Board's right to require a physician's certificate from a physician selected by the Board and the filing of timely reports as may be deemed necessary by the Board pursuant to Section 24-6 of the Illinois School Code. If a physician is required by the Board, such expense shall be paid by the Board.
2. The employee's seniority is not affected by the pregnancy-related disability leave during the period of time mentioned above. For probationary employees, however, disability leave in excess of accumulated sick leave may result in a loss of probationary service credit relating to accruing time toward tenure status if the length of the leave prevents a minimum employment period of seven months and/or the evaluation process for a probationary employee

cannot be adequately completed, as determined by the Superintendent. The final decisions governing the granting of probationary years of credit and tenured status will be determined by the Board upon recommendation of the Superintendent.

3. The pregnancy related disability leave shall be paid for a period of time as certified by the employee's doctor.
4. Employees may use accumulated sick leave during the period of pregnancy related disability.

General Conditions Affecting Pregnancy Related Disability Leave

Notification by the employee of her intent to return from a pregnancy related disability leave must be according to the following timetable:

1. Prior to taking the leave, the employee will inform the Superintendent or his/her designee as to her anticipated date to be physically able to return to work, as verified in writing by her physician, if a child care leave hasn't been requested.
2. Confirmation of the actual date that an employee is released by her physician to return to work must be provided to the Superintendent or his/her designee, in writing, prior to said date. Whenever possible, a five (5) working day notice of the specific date to return to work should be provided to the Superintendent or his/her designee so as to insure continuity of instruction. C. Employees who are returning to work immediately following a pregnancy related disability leave shall return to their regularly assigned position.

ARTICLE 10 HEALTH AND PENSION BENEFITS

10.1 Major Medical Insurance

The district shall provide a major medical insurance plan for full-time employees. The Employer contribution for health insurance shall be the same terms and conditions as those provided to the certified teaching staff. Employees enrolling in the plan have an option to include their family in the plan, but must pay the entire cost via payroll deduction. The Board shall select the plan.

10.2 Term Life Insurance

The District shall provide each full-time employee with a \$10,000.00 term life insurance policy.

10.3 Retirement Contribution/IMRF

The District will participate in the Illinois Municipal Retirement Fund for all employees eligible to participate in it.

ARTICLE 11 COMPENSATION

11.1 Salary Increase.

The salary increases for 2019-2022 shall be \$0.30 cents per year for each year of the agreement and are included in Appendix A

11.2 Pay Enhancements

The Board, upon recommendation of the Superintendent, may adopt programs providing for additional pay enhancements based on criteria selected by the Board in addition to the salary provisions contained in Appendix A.

11.3 Step Increase

Each employee shall receive a thirty cent (\$0.30) per hour wage increase for each year of service to the School District for the term of this agreement.

ARTICLE 12 LABORERS' POLITICAL LEAGUE

The Employer shall deduct contributions for the Southern Illinois Laborers' Political League from the salaries of all Employees who voluntarily request such in writing. The Employee shall designate in writing the amount of the contribution. All deductions shall be remitted to the Southern Illinois Laborers' Political League monthly.

The Union shall indemnify, defend and hold the Employer harmless against Employer in complying with this Article any claim, demands, and suit of liability arising from any action taken by the Employer in complying with this Article.

ARTICLE 13 EFFECT AND DURATION OF AGREEMENT

13.1 Period Covered

This Agreement shall become effective on July 1, 2019 and shall continue in full force and effect through June 30, 2022.

13.2 Savings Clause

In the event that any of the provisions of this Agreement shall conflict with any State or Federal law, such provision shall be deemed to be modified sufficiently in respect to either or both of the parties to the extent necessary to comply with such laws and regulations and the remaining portion of this Agreement shall remain in full force and effect.

13.3 Content of Agreement

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Union. Both parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and

opportunity is set forth in this Agreement. The parties each voluntarily and unqualifiedly waive any rights, which might otherwise exist under law to negotiate over any matter during the term of this Agreement. Subject matters not referred to in this Agreement shall not be considered as part of the Agreement and remain exclusive Board prerogatives.

13.4 Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written agreement. If during this Agreement, the Fairfield Federation of Teachers negotiates fair share language into their next Agreement, the parties will reopen negotiations on the issue. If the Fairfield Federation of Teachers negotiate a medical insurance monthly contribution in excess of one hundred dollars (\$100.00), said amount shall also be applied to the employees covered by this Agreement (this "me too" clause does not pertain to any other reconfiguration of the District's health insurance plan). However, if negotiations are reopened, the terms and conditions of the Agreement shall remain in force and effect.

13.5 Previous Agreements

It is agreed that this Agreement contains the full and complete content between the Board and the Union on all issues bargained during negotiations for this Agreement. All prior agreements, including any written and/or verbal commitments, on any issue are void and of no force and effect.

13.6 Future Negotiations

In future negotiations, either party shall have the right to request to go to the Federal Mediation Service for a mediator if a settlement has not been achieved within 120 days of the commencement of negotiations. If such a request is made by either party, the other party is obligated to sign the joint letter to the Federal Mediation Service. If the mediation process fails to finalize a successor agreement, then the parties shall have the option to secure an advisory opinion on unresolved issues through interest arbitration. The selection of an arbitrator shall be accomplished in accordance with the language provided in Article 5 of this Agreement.

**ARTICLE 14
ACCEPTANCE**

This Agreement, when approved and signed by the appropriate authorities for and on behalf of the Employer and the Union shall be in full force and effect from July 1, 2016 to June 30, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no earlier than one hundred and twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations until notice of termination of this Agreement is provided to the other party.

For The Employer:

Fairfield PSD #112

Dan Coomer, President

Date:_____

Angela Koontz, Secretary

Date:_____

For The Union:

Laborers' Local 1197

**Flint Taylor Business Manager
Laborers' Local 1197**

Date:_____

**Clint B. Taylor Business Manager
The Southern and Central Illinois
Laborers' District Council**

Date:_____

APPENDIX A

**SALARY SCHEDULE
INSTRUCTIONAL AND ONE-ON-ONE AIDES
THREE YEAR CONTRACT
July 1, 2019-June 30, 2022**

	<u>FY</u> <u>2020</u>	<u>FY</u> <u>2021</u>	<u>FY</u> <u>2022</u>
1	\$11.50	\$11.80	\$12.10
2	\$11.80	\$12.10	\$12.40
3	\$12.10	\$12.40	\$12.70
4	\$12.40	\$12.70	\$13.00
5	\$12.70	\$13.00	\$13.30
6	\$13.00	\$13.30	\$13.60
7	\$13.30	\$13.60	\$13.90
8	\$13.60	\$13.90	\$14.20
9	\$13.90	\$14.20	\$14.50
10	\$14.20	\$14.50	\$14.80
11	\$14.50	\$14.80	\$15.10
12	\$14.80	\$15.10	\$15.40
13	\$15.10	\$15.40	\$15.70
14	\$15.40	\$15.70	\$16.00
15	\$15.70	\$16.00	\$16.30
16	\$16.00	\$16.30	\$16.60
17	\$16.30	\$16.60	\$16.90
18	\$16.60	\$16.90	\$17.20
19	\$16.90	\$17.20	\$17.50
20	\$17.20	\$17.50	\$17.80
21	\$17.50	\$17.80	\$18.10
22	\$17.80	\$18.10	\$18.40
23	\$18.10	\$18.40	\$18.70
24	\$18.40	\$18.70	\$19.00
25	\$18.70	\$19.00	\$19.30
26	\$19.00	\$19.30	\$19.60
27		\$19.60	\$19.90
28			\$20.20

Part time aides will receive annual increases as determined by the Board of Education based on cost of living. Should a part time aide be elevated or moved to a full time position, they will be placed at the nearest higher step on the salary schedule. Increases will then be determined by the salary schedule.

APPENDIX "B"
Dues Checkoff Authorization
Fairfield District #112

You are hereby authorized and requested to deduct from wages hereafter due me, and payable on the first and second pay due in each calendar month, such sums for Union fees, assessments and dues as may be certified due from me to Local 1197 by the Secretary-Treasurer of said Union. You are hereby authorized and directed to pay the amount deducted to the Secretary-Treasurer of Local 1197 for my account on or before the thirtieth (30th) day of the calendar month, for which said deductions are made.

You are further authorized and requested to continue monthly deduction unless a thirty (30) day written notice is given to you, from me, advising the discontinuation of such deduction.

Dues, fees, contributions or gifts to Laborers' Local #1197 are not deductible as charitable contributions. However, they may be tax deductible as ordinary business expenses.

Print Name

Address

Social Security Number

City State Zip

Telephone number

e-mail address

Signature Date