

AGREEMENT

**BETWEEN THE BELLEVILLE TOWNSHIP HIGH SCHOOL
BOARD OF EDUCATION AND
OPERATING ENGINEERS FOR THE PERIOD FROM
JULY 1, 2016 TO JUNE 30, 2021**

This agreement mutually entered into this 1st day of July, 2016, by and between the **Belleville Township High School District 201**, hereinafter referred to as the "School", and **District 201 Engineers**, hereinafter referred to as the "Union". Said Agreement is to be effective from July 1, 2016, through June 30, 2021.

WITNESSETH:

WHEREAS, the very existence of the School is conditioned upon carrying out its obligations and responsibilities to the public served; and

WHEREAS, this responsibility to the public is a mutual responsibility of the employee and management which requires that any disputes arising between employees and management be settled in an orderly way, without interruption; and

WHEREAS, both parties to this agreement hereby recognize this mutual responsibility of service to the public; and

NOW, THEREFORE, in furtherance of harmonious relations among employees, the management and the public, it is mutually agreed by the parties hereto that there shall be no strike or lockout during the term of this agreement and this mutually agreed covenant shall continue through future relations between the parties hereto and that all matters of dispute shall be settled by arbitration as hereinafter provided.

IT IS FURTHER AGREED AS FOLLOWS:

I UNION MEMBERSHIP

The School recognizes the Union as representative of its members and agrees to bargain collectively with the properly constituted and proven representatives of the Union on matters affecting membership.

All employees shall become and remain members of the Union in good standing or as non-members shall pay to the Union each month their fair share of the costs of services rendered by the Union that are chargeable to non- members under state and federal law as a condition of continued employment.

II RECOGNITION OF MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board.

III GRIEVANCE PROCEDURE

Step 1

An employee may present written evidence of a violation of the terms and conditions of this Agreement as a grievance. Such written evidence shall be presented within ten (10) days of its occurrence.

Step 2

If the Committee of District 201 Engineers establishes the grievance as being valid, the grievance shall be presented in writing to the immediate supervisor within fifteen (15) days of its occurrence. He shall return a decision within ten (10) days of receipt of the written grievance. If his decision is not acceptable to the employee suffering the grievance and/or the Union Committee, the grievance shall proceed to Step 3.

Step 3

The grievance shall be registered with the Superintendent or his designee within ten (10) days. A decision shall be reached within ten (10) days of receipt by the Superintendent or his designee. If the decision is not acceptable to the employee suffering the grievance and/or the Union Committee, the grievance may proceed to Step 4.

Step 4

If the Union Grievance Committee is not satisfied with the disposition of the grievance at Step 3, or if the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written request for arbitration is not filed within five (5) school days of the date for the Step 3 answer, then the grievance shall be deemed withdrawn.

Each party shall have the right to present in the arbitration hearing such witnesses and documents as deemed necessary to present facts pertinent to the grievance.

The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall be based solely upon his/her interpretation of the meaning of application of the specific terms of this Agreement to the facts of the grievance presented.

General Provisions of Arbitration

1. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Union.
2. The grievant is allowed representation of his choosing at any step of the process.
3. If an employee is required by the Board to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay.
4. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
5. A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be treated as though never having been filed.
6. The failure of the employee or Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the District to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
7. No reprisals will be taken for the processing or participation in any grievance.

IV WAGES AND RESPONSIBILITIES

1. The District will pay each employee's 4.5% IMRF contribution.
2. The 2016-2017 pay schedule shall be as printed below.

Assistant Chief Engineer -----	\$ 62,219.29
Engineer:	
0-1 years experience -----	\$ 50,084.13
1-2 years experience -----	\$ 54,579.48
2 or more years experience -	\$ 56,812.53

3. The 2017-2018 pay schedule shall be as printed below.

Assistant Chief Engineer -----	\$ 63,463.67
Engineer:	
0-1 years experience -----	\$ 51,085.81
1-2 years experience -----	\$ 55,671.07
2 or more years experience -	\$ 57,948.78

4. The 2018-2019 pay schedule shall be as printed below.

Assistant Chief Engineer ----- \$ 64,732.95
Engineer:
0-1 years experience ----- \$ 52,107.53
1-2 years experience ----- \$ 56,784.49
2 or more years experience - \$ 59,107.76

5. The 2019-2020 pay schedule shall be as printed below.

Assistant Chief Engineer ----- \$ 66,027.60
Engineer:
0-1 years experience ----- \$ 53,149.68
1-2 years experience ----- \$ 57,920.18
2 or more years experience - \$ 60,289.91

6. The 2020-2021 pay schedule shall be as printed below.

Assistant Chief Engineer ----- \$ 67,348.16
Engineer:
0-1 years experience ----- \$ 54,212.67
1-2 years experience ----- \$ 59,078.58
2 or more years experience - \$ 61,495.71

7. Engineers may, on their anniversary dates, move to the next highest salary scale based on supervisory evaluation and administrative merit recommendation.

8. The District will pay Two Hundred Dollars (\$200) yearly to each employee with sixteen (16) or more years of employment in the District.

9. Assistant Chief Engineer will work under the direction of the Superintendent's designee. He will assist the Superintendent's designee in supervision of the work load of the custodians. He will work forty (40) hours weekly, Monday through Friday, as assigned, with hours worked in excess of forty (40) to be paid at the rate of time and one-half. Work performed on Sunday and holidays will be paid as double time.

10. The Engineer will work under the direction of the Superintendent's designee. He will work forty (40) hours weekly, Saturday and Sunday will be part of the regular work week schedule, with hours worked in excess of forty (40) to be paid at the rate of time and one-half. Work performed on unscheduled days shall be paid at the overtime rate of one and one-half (1 1/2) times the basic rate of pay for the first unscheduled day of each week and two (2) times the basic rate of pay for work performed on the second unscheduled day. Work performed on holidays will be paid as double time.

11. All employees shall be paid through direct deposit. The bank chosen by the individual must be a member of the Automated Clearing House.

V UNION MEMBERSHIP

The Union agrees that its officers and members will live up to the School's rules and regulations in the interest of safety, economy and continuity of service to the public. The Union also agrees that its officers and members will not solicit membership in the Union among employees of the School while employees are on duty and will not at any time interfere with, restrain or coerce employees of the School in attempting to influence them to be members of the Union.

VI PAID VACATIONS

Vacation for employees hired after July 1 will be prorated on a monthly basis up to twelve (12) months. If an employee's date of employment is the first working day of the month, even if it is not the first calendar day, that month shall count toward vacation time. If the date of employment is after the first working day of the month, that month shall not count toward vacation time.

2 months service -- 1 day vacation
4 months service -- 2 days vacation
5 months service -- 3 days vacation
6 months service -- 4 days vacation
7 months service -- 5 days vacation
8 months service -- 6 days vacation
9 months service -- 7 days vacation
10 months service -- 8 days vacation
11 months service -- 9 days vacation
12 months service -- 10 days vacation

Vacations of employees with six (6) years service, but less than seven (7), as of July 1 will be prorated on a monthly basis as follows:

6 years service -- 10 days vacation
6 years 3 months -- 11 days vacation
6 years 6 months -- 12 days vacation
6 years 9 months -- 13 days vacation
6 years 11 months-- 14 days vacation
7 years service -- 15 days vacation

Employees with more than nineteen (19) years, but less than twenty (20) years, as of July 1 will be prorated as follows:

19 years service -- 15 days vacation
19 years 3 months -- 16 days vacation
19 years 6 months -- 17 days vacation

19 years 9 months -- 18 days vacation
19 years 11 months-- 19 days vacation
20 years service -- 20 days vacation

Three days of additional vacation shall be granted to each employee. These days are to be used during the Christmas break when they can be worked out satisfactorily to the benefit of the District. In cases where the vacation cannot be worked out satisfactorily during Christmas break, the days may be taken during summer vacation if mutually agreed upon by the employee and the District. When days are to be taken at Christmas break, it is agreed that approximately one-half (1/2) of the work force shall be on duty. When there is a choice to be made among the employees as to time of vacation, seniority will be followed. Days granted in this section shall be considered vacation and not holidays.

VII LEAVES

Sick leave shall accumulate at the rate of sixteen (16) days per year. Beginning in July of each year, sixteen (16) days shall be added to the employee's accumulated sick leave until a total of two hundred forty (240) days have been accumulated. If an employee reaches two hundred forty (240) days, he/she may use from his/her sixteen (16) days for the current year, but may not have more than two hundred forty (240) days accumulated at the close of the year to carry forward to the next year.

When an employee, because of an accident while on duty, receives a Workmen's Compensation insurance payment, such payment will be used to reinstate as much sick leave as the payment will cover according to the following procedures.

1. The employee will use sick leave throughout the duration of his or her absence, with each absence deducted from the employee's accumulated sick leave.
2. Each payday, the district will forward applicable workmen's compensation checks with enough district pay to equal the employee's regular pay.
3. At the end of the absence, the district will reinstate as much sick leave as covered by the employee's Workmen's Compensation amount (total workmen's comp. pay divided by the daily rate equals days reinstated).

An employee who has exhausted his/her accumulated sick leave may borrow up to sixteen (16) extra days, against the next year, with a promissory note. The administration may require a statement as to the illness of the employee from his/her medical practitioner. However, any employee that terminates his/her employment shall repay the school system the amount owed for sick leave advanced under this plan.

In the event of death or serious illness in the immediate family, employees may use their sick leave. The term "immediate family" shall be interpreted to include wife, husband, son, daughter, father, mother, brother, sister, grandfather, grandmother, and corresponding in-laws.

Each employee will be allowed up to three (3) days, deductible from sick leave, for a death outside the immediate family.

Employees may use up to two (2) days of sick leave for personal reasons with pay per year. No reason need be given for the use of personal leave, but personal leave shall not be used for personal pleasure or profit. Except in case of an emergency, the employee must request the use of personal leave from the Superintendent or his designee writing at least forty-eight (48) hours prior to the intended leave. No more than two (2) employees per campus may use personal leave on the same day. Personal leave will not be granted before or after a holiday or to extend a vacation period, but the Superintendent may make an exception for unusual or extraordinary circumstances. Personal leave cannot be used in increments of less than one (1) hour.

1. After the employee has used the two (2) leave days for personal reasons (referred to in paragraph 5,) the Superintendent or his designee may, at his/her discretion, grant up to one (1) additional day of excused absence per year for emergencies and/or other business matters that cannot be handled other that during school time. This day shall not be approved for personal pleasure or personal profit. Except in case of emergency, the employee shall give forty-eight (48) hours notice. The granting or denying of such emergency day is at the sole discretion of the Superintendent or his designee. The employee shall be required to give a brief statement regarding the nature of the emergency or business.
2. After the employee has used the two (2) leave days referred to in paragraph 5, and the one (1) leave day referred to in paragraph 6, the Superintendent or his designee may grant three (3) additional emergency days per year, at his/her discretion, beyond the days outlined above.

VIII RETIREMENT BONUS

Upon death or retirement, a retirement bonus shall be paid based on the number of years of service in the district and the employee's current daily rate. Payment upon bona fide retirement or death shall be at the following rate.

Years of Service to the District	Number of Days to Pay
At least ten (10)	45.0
At least twelve (12)	54.0
At least fourteen (14)	63.0
At least sixteen (16)	72.0
At least eighteen (18)	81.0
At least twenty (20)	90.0
At least twenty five (25)	100.0
Thirty (30) or more	110.0

Upon leaving the district for reasons other than bona fide retirement or death, the employee shall receive severance pay as follows.

At least ten (10) years	\$1,000
At least fifteen (15) years	\$1,750
At least twenty (20) years	\$2,500

Retirement Benefit Provisions

Employees must be eligible to receive a retirement annuity from IMRF in order to qualify for a retirement benefit.

Employees who are four years from being eligible for retirement and have submitted their written notification of an eligible retirement will begin to receive the benefit. Notification must be made by May 1 of the year prior to the start of the benefit.

In the event that an employee's gross earnings for any year exceed the employee's gross earnings for the previous year by the greater of 6% or 1.5 times the annual increase of the Consumer Price Index-U, as established by the United States Department of Labor for the preceding September, then the amount by which the employee's increase in gross earnings over the previous year exceeds the greater of 6% or 1.5 times the aforesaid annual increase in the Consumer Price Index-U shall be paid to him or her in a lump sum within 30 days from the receipt by the employee of his or her last paycheck.

In the event that Illinois law or rules and regulations change after the effective date of their contract so that the early retirement benefit would result in the District incurring a financial, actuarial, or other penalty of any kind, this article will immediately become null and void and the parties will renegotiate the terms of this article. It is the intent of the parties that the District not incur a penalty as the result of the implementation of the early retirement benefit program.

Should an employee use sick leave that has been applied and paid to the retirement benefit, he/she will reimburse the District for all costs incurred.

IX SENIORITY

Seniority shall prevail in all lay-offs and in rehiring, subject to the ability of the senior man to qualify for the job. Temporary employees hired for emergency work of unusual maintenance shall have no seniority rights or other benefits. If permanently employed, then they shall be entitled to full credit for the period of temporary service. Other qualifications being equal, the most senior employee will be given preference in promotion situations.

It is mutually understood and agreed by the parties hereto that because of the School's responsibility, the management of the School must be the final judge of a man's qualifications for employment and promotion.

X HOLIDAYS

The following named days shall be holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day before and after, and Christmas. When any of the days named fall on Sunday, the day observed by the State or nation or by proclamation shall be recognized as the holiday, and any other holidays designated by the Board as holidays for the school. Teachers' conventions, registration days, and examinations are not considered as holidays.

XI INSURANCE

For the life of this contract, health and life insurance benefits shall be the same for the engineers as for all other district employees.

XII CATASTROPHIC ILLNESS

In addition to the days of sick leave accumulated in accordance with Section IX, leave days that may be used only in case of catastrophic illness may be accumulated by the employee who had the maximum of 240 days of sick leave. In no case shall the days for catastrophic illness be used to calculate pay for unused earned absences when an employee leaves the system. Furthermore, these days may be used only if: (1) the employee has exhausted all of his 240 days of sick leave plus the sixteen (16) days for the current year and (2) the Board of Education grants these days upon proper petition by the employee. A maximum of twenty-four (24) days may be accumulated for this purpose.

XIII DISCIPLINE POLICY

The employer shall adhere to the principles of progressive discipline, although nothing herein shall require the employer to begin with the first step of the disciplinary progression if the employee's misconduct is sufficiently serious to warrant beginning at a higher level. Neither shall anything herein prevent the employer from skipping disciplinary levels if skipping levels is justified by the seriousness of the employee's misconduct.

Progressive discipline shall mean: 1. Oral warning, 2. Written warning, 3. Suspension without pay by the Superintendent, 4. Dismissal. Each disciplinary event after oral warning shall be documented in writing, and copies shall be provided to the union president, the employee, and a copy shall be retained in the employee's personnel file. When the employer issues a written warning, the warning shall include the particulars of the incident(s) at issue.

The employee shall move back one step in the process after maintaining good standing with the district for one year. "Maintaining good standing" means the employee will receive no written disciplinary notices during that time.


XIX BINDING AGREEMENT

THIS AGREEMENT and the provisions thereof shall be binding on the respective parties hereto from July 1, 2016, through June 30, 2021, and from year to year thereafter unless changed by the parties hereto in writing. Either of the parties hereto desiring a change in any section or sections of this agreement shall notify the other party in writing of the desired change sixty (60) days prior to the end of each contract period. After such notice, this agreement shall be reviewed by the parties hereto and the change or changes desired will then be considered. Upon failure to reach a mutual agreement upon any change desired by either party, the same shall be arbitrated according to the provisions of this agreement, and the agreement shall then be modified in writing to conform to the decision of arbitrators.

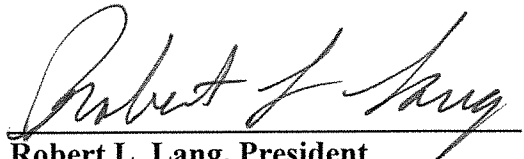
Signed and delivered in triplicate this 18th day of April, 2016.

BELLEVILLE TOWNSHIP HIGH SCHOOL

DISTRICT 201 ENGINEERS



**President, Board of Education
Board of Education**



**Robert L. Lang, President
District 201 Engineers**



**Kim Ellison, Secretary
Board of Education**