# **NEGOTIATED CONTRACT**

For

2025-2030

Between

BOARD OF EDUCATION Community Unit School District No. 5, McLean And Woodford Counties, Illinois

And

LOCAL UNION 362 Laborers' International Union Of North America

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#### **ARTICLE 1 - PARTIES AND SCOPE**

#### Section 1

This Agreement made and entered into between the Board of Education of Community Unit School District No. 5, McLean and Woodford Counties, Illinois hereinafter referred to as the "Board" and Laborers' International Union of North America, Union Local 362, Bloomington, Illinois, hereinafter referred to as the "Union."

# Section 2

This Agreement shall remain in full force and effect from July 1, 2025 through June 30, 2030, and shall continue in effect from year to year thereafter unless either party to this Agreement gives ninety (90) days or more written notice, prior to the expiration date of this Agreement, by registered or certified mail, expressing the desire to make amendments to the Agreement, upon expiration of same.

# Section 3

This Agreement shall supersede all written agreements covering bargaining unit members now in force.

# **ARTICLE 2 - DUES DEDUCTION**

#### **Section 1 Dues Deduction**

The Board shall deduct from each bargaining unit member's pay the current dues of the Union in the amount certified by the Union and in accordance with the terms of the bargaining unit member's written authorization for continuing dues deduction provided to the Board by the Union. The authorization shall remain in effect from year to year except that the bargaining unit member may revoke it upon written request. Bargaining unit member requests to authorize, revoke, cancel, or change authorizations for payroll deductions shall be directed to the Union rather than to the Board. The Union shall be responsible for initially processing requests and for providing notification and proper requests to the Board. Upon receiving written notice of the authorization, the Board shall commence dues deductions as soon as practicable, but in no case later than 30 days after receiving notice from the Union.

All dues deducted by the Board shall be transmitted to the Union no later than ten (10) school days after they are deducted. If requests are not provided to the Board, the Board shall rely on information provided by the Union regarding whether deductions for the Union were properly authorized, revoked, canceled, or changed, and the Union shall indemnify the Board for any damages and reasonable costs incurred for any claims made by bargaining unit members for deductions made in good faith reliance on that information or deductions made in good faith by reason of the failure of the Union to transmit appropriate information.

- 1. Deductions shall remain in effect until the Board receives notice that a bargaining unit member has revoked authorization in writing in accordance with the terms of the authorization; or
- 2. the individual is no longer employed by the Board in a bargaining unit position; or
- 3. the bargaining unit member is placed on leave.

#### **ARTICLE 3 - THE PURPOSE**

The purpose of this Agreement is to set forth the agreement between the Board and the Union regarding hours of work, working conditions, and wages, and to establish effective and impartial procedures for the peaceful settlement of grievances.

# **ARTICLE 4 - UNION RECOGNITION**

The Board recognizes the Union as the exclusive bargaining representative for all full and part-time special maintenance and custodial employees, excluding mechanics, garage personnel, summertime helpers, substitutes, non-regular part-time employees, students, the Executive Director of Operations, the Director of Facilities, the Facilities Planning Manager, Custodial Managers, and all other supervisors, managerial employees, confidential employees, short-term employees, and students as defined under the Illinois Educational Labor Relations Act. Substitutes are defined as any person employed to replace any regular employee who is temporarily absent from duty.

If, at any time, the Board decides to conduct a feasibility study with a private service company to provide custodial and/or special maintenance services for the District, an equal number of members from the District and Union shall form a committee for such a study.

Any employee who works a total of 1,600 hours or more in the same position and is performing custodial or special maintenance work shall become part of the bargaining unit. If the position becomes a full-time position, it shall be posted for bid per Article 12 – Seniority, Section 4 – Promotions and Job Vacancies.

# **ARTICLE 5 - LIABILITY CLAUSE**

It is understood and agreed that the Union District Council and the Union are acting only as agents to negotiate and execute this Agreement and shall not be held liable for a bargaining unit member's breach of contract unless the Union District Council has instigated, encouraged, or participated in the breach of contract.

# **ARTICLE 6 - INVALIDITY AND SEVERABILITY**

Should any part of or any provision herein contained be rendered or declared invalid or illegal by any reason of any existing or subsequently enacted legislation, or by any order of a court of competent jurisdiction, such invalidity or illegality shall not invalidate the remaining portion hereof; provided, however, upon invalidity or illegality, the parties agree to meet to renegotiate an article or provision which will meet the objections to this invalidity.

#### ARTICLE 7 - UNION LOCAL 362 REPRESENTATIVE

It is agreed that the Business Manager of the Union or a designated representative will have the right to visit all sites where bargaining unit members are employed subject to notifying the principal of the school or designee when arriving on the premises. It is further agreed that the visitations shall not interfere with work performed by the bargaining unit member. The Union's designated representative will have proper credentials such as a letter signed by the Business Manager authorizing the representative to act on behalf of the Union, or business card identifying the representative.

#### **ARTICLE 8 - UNIT #5 UNION REPRESENTATIVE**

# Section 1

The Union may appoint one or more Union representatives from the bargaining unit members whose duties it will be to see that the terms of this Agreement are met.

#### **Section 2**

It is agreed and understood that no Union representative shall perform said duties during working hours unless approved or requested by the Superintendent or designee.

#### **Section 3**

No Union representative shall be discharged due to the performance of duties as a Union representative unless the provisions of Article 8, Section 2 of this Agreement are violated. No Union representative shall be discriminated against due to the affiliation with the Union or because of activities on behalf of the Union.

#### ARTICLE 9 - VACATION, HOLIDAYS, AND LEAVES

#### Section 1 Vacation

Each full-time, 12-month bargaining unit member shall earn vacation as follows:

After One (1) Full Year of Service

After Eight (8) Full Years of Service

Two (2) Weeks With Pay

Three (3) Weeks With Pay

After Twenty (20) Full Years of Service

Four (4) Weeks With Pay

A new bargaining unit member having less than one (1) full year of service by July 1 will be allowed two (2) full weeks if employment began before the previous October 1. If employment began on or after October 1 and before February 1, one (1) week of vacation will be granted. If employment began after February 1, the bargaining unit member will not have any vacation the first summer.

Vacation time can be used between July 1 of the school year it is granted and July 31 of the following school year. Vacation time cannot be used the first week and the last week of student attendance days.

Except as limited below, bargaining unit members may use their vacation in a combination of ways - in individual days and in increments of whole work weeks.

Bargaining unit members with one (1) or two (2) weeks vacation must take all their vacation on non-student attendance days or during the summer months. Bargaining unit members with three (3) weeks vacation may take one (1) week of their vacation in individual or contiguous days during the school year; however, they must use the remaining two (2) weeks on non-student attendance days or during the summer months. If one (1) week or less vacation remains during the summer months, such remaining vacation must be used contiguously. If more than one (1) weeks vacation remains during the summer months, a minimum of one (1) week must be used contiguously, but any remaining vacation may be taken in individual days.

Bargaining unit members with twenty (20) years or more of service with the school district may use their vacation at any time through the year.

All vacations of one (1) week or longer shall be scheduled by May 1st of each year. Vacations of less than one (1) week in duration shall be scheduled two (2) weeks prior, except in the event of an emergency.

Vacation can be taken in conjunction with holidays.

At the discretion of the Director of Facilities, special maintenance bargaining unit members may take vacation at other times than specified above. Further, at the discretion of the Custodial Managers, a custodian with two (2) weeks vacation may take up to five (5) days vacation on student attendance days, either in individual days or contiguously, while school is in session for the purpose of attending a once in a lifetime event, such as a child's graduation or wedding held out of state. Permission shall not be granted for recreational purposes.

Bargaining unit members shall be allowed to take vacation during spring break provided notice is given to the Director of Facilities or Custodial Manager (as applicable) no later than February 28<sup>th</sup> of each year and the vacation does not include student attendance days. The Director of Facilities or Custodial Manager, however, shall have the right to require a skeletal crew to work and to require sufficient employees to work to provide services for athletic events or other activities during spring break. Any employee required to work during spring break shall be paid at the applicable standard rate unless overtime is authorized by some other provision of this Agreement.

Vacation time cannot be accumulated. A bargaining unit member may elect to be paid a maximum of one (1) work week unused vacation to be paid at the bargaining unit member's rate as of the date it was accrued. Payment shall be made by August 30th of the following school year.

In the event a bargaining unit member has to use bereavement leave while on vacation, the bargaining unit member will retain the unused vacation days and be allowed to use the days at another time.

# Section 2 Holidays

A bargaining unit member shall not be expected to work on New Year's Day; Martin Luther King, Jr. Day (third Monday in January); President's Day (third Monday in February); Good Friday; Casimir Pulaski Day (first Monday in March); Memorial Day (last Monday in May); Juneteenth National Freedom Day (June 19<sup>th</sup>); Independence Day; Labor Day (first Monday in September); Columbus Day (second Monday in October); General Election Day (provided the holiday is observed under 105 ILCS 5/24-2); Veterans Day; Thanksgiving Day (fourth Thursday in November); Friday after Thanksgiving Day; Christmas Eve and Christmas Day. When New Year's Day, Juneteenth National Freedom Day, Independence Day, Veteran's Day, Christmas Eve, or Christmas Day do not fall on a regular work day, one (1) regular work day shall be allowed off which shall be observed as provided below. In addition to these holidays, one day each shall be allowed off, with pay, during winter break and spring break.

<u>Holiday</u> New Year's Day

Juneteenth National Freedom Day Independence Day

Veterans Day

Observed On
Friday (if falls on Saturday)
Monday (if falls on Sunday)
Wednesday during spring break
Friday (if falls on Saturday)
Monday (if falls on Sunday)
First Friday after end of school term

The following days will be observed for Christmas Eve, Christmas Day, and the additional day off when Christmas Day falls on:

Monday - Monday and Tuesday and Wednesday off Tuesday - Monday and Tuesday and Wednesday off Wednesday - Monday and Tuesday and Wednesday off Thursday - Wednesday and Thursday and Friday off Friday - Wednesday and Thursday and Friday off Saturday - Wednesday and Thursday and Friday off Sunday - Thursday and Friday and Monday off

When Good Friday falls within spring break, Thursday will be a day off. If spring break does not include Good Friday, the Friday during spring break will be a day off. If any negotiated holidays are waived or not observed by the Unit 5 Board or the state or federal government, in lieu of that holiday, bargaining unit members will be allowed one additional day off with pay, per holiday waived/not observed, at spring break or winter break.

Third shift bargaining unit members will be scheduled to work on second shift the day preceding a holiday.

If a holiday falls during any bargaining unit member's vacation, then an extra day of vacation will be allowed provided such member is at work the last workday preceding and the workday following the vacation. No other leaves can be used to extend or replace a vacation day during the vacation period.

Each party recognizes that the preceding language of this Section 2 Holidays was written before the possibility existed of a new position that might not have a traditional Monday through Friday work week. In the event the normal work week of an employee is not the traditional Monday through Friday work week, the employee shall nevertheless receive the same number of days off by reason of holidays and the same amount of pay by reason of holidays as the employee would receive if the employee had a traditional Monday through Friday work week. Representatives of the Employer and the Union shall confer as to the details relating to holidays in order to assure that an employee working a non-traditional work week receives, relative to holidays, parity with all other employees.

# Section 3 Leaves

# Paid Leaves

#### Sick Leave

Each full-time bargaining unit member shall be entitled to eleven (11) days sick leave per year without loss of pay. Sick leave may be taken in two (2) hour increments. Unused days of sick leave shall accumulate up to a maximum of 260 days usable in any one (1) year for nine (9) month employees and a proportionate increase for extended contracts. A bargaining unit member employed for more than the regular nine (9) months of school shall be entitled to extra days of sick leave based upon one (1) day for every additional month or major fraction thereof.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for the purpose of this article shall include parents, legal guardians, children, spouse, brothers, sisters, grandparents, great-grandparents, grandchildren, parents-in-law, daughters-in-law, sons-in-law, brothers-in-law, sisters-in-law,

grandparents-in-law, great-grandparents-in-law, aunts, uncles, and all step relatives in the aforementioned relationships.

An employee may utilize sick leave for doctor or dental appointments when no other arrangements can be secured outside working hours.

The Board may require a physician's certificate as proof of illness or fitness to resume duties after any absence. If the Board does require a physician's certificate or a certificate from a spiritual healer as the basis for pay during a leave of less than three (3) days, the Board shall pay from district funds the expenses incurred by the bargaining unit member in obtaining the required certificate.

The Board or appropriate administrator shall furnish each bargaining unit member, within thirty (30) days of the commencement of school, a written statement setting forth the total sick leave credit and the actual total accumulated sick leave days.

# **Bereavement Leave**

Bereavement leave will be granted to allow a bargaining unit member to be absent for up to three (3) days to deal with funeral matters of the immediate family. The immediate family for the purpose of this article shall include parents, legal guardians, children, spouse, brothers, sisters, grandparents, great-grandparents, grandchildren, parents-in-law, daughters-in-law, sons-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, great-grandparents-in-law, aunts, uncles, and all step relatives in the aforementioned relationships. These days will not be charged against the bargaining unit member's sick leave or vacation allotment.

#### **Personal Leave**

Two (2) personal leave days shall be granted to bargaining unit members to be used at the convenience of the bargaining unit member. Except for an emergency, a bargaining unit member shall give at least one (1) week notice, no more than eight (8) bargaining unit members throughout the District shall be permitted to take a personal day on the same day, and no more than one (1) custodian assigned to a specific building per shift shall be permitted to take a personal day on the same day. Personal leave days shall be granted on a "first come – first serve" basis. Unused personal days may be added to accumulated sick leave.

# **Jury Duty Leave**

A bargaining unit member who serves on a jury or is subpoenaed as a witness shall receive full pay for the time served provided that <u>non mileage</u> compensation received for jury duty is paid by the bargaining unit member to the District. Bargaining unit members that are not scheduled for jury duty shall find out the night before whether or not they are to report. If not, they should report for work at the usual time.

#### **Military Leave**

The District will comply with the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), the Illinois Service Member Employment and Reemployment Rights Act ("ISERRA"), 330 ILCS 61/1-1 et seq., and Section 10-20.7b of the Illinois School Code (105 ILCS 5/10-20.7b), as amended from time to time.

A bargaining unit member who is a "service member" as defined in ISERRA, is entitled to military leave while performing "active service".

During such leaves, the bargaining unit member's seniority and other benefits shall continue to accrue. A bargaining unit member who is absent on military leave shall, minimally, for the period of military leave, be credited with the average of the performance ratings or evaluations received for the 3 years immediately before the absence for military leave. Additionally, the rating shall not be less than the rating that he or she received for the rated period immediately prior to his or her absence on military leave.

During periods of military leave for annual training, the bargaining unit member shall continue to receive full compensation (i.e. concurrent compensation) for up to 30 days per calendar year.

During periods of military leave for active service, public employees shall receive differential compensation subject to the following:

- 1. Differential compensation for voluntary active service is limited to 60 work days in a calendar year.
- 2. Differential compensation shall not be paid for active service without pay.
- 3. Bargaining unit members who have exhausted concurrent compensation for annual training in a calendar year shall receive differential compensation when authorized in the same calendar year.

At the expiration of the leave period, the Board will make every effort to offer the member the same or similar position as that which was held prior to the leave of absence.

A bargaining unit member will remain an employee of the District while on this leave. Union dues will be waived while exercising this leave.

#### **Emergency Absence**

The Director of Facilities at his/her absolute discretion may allow emergency leave with pay if an employee has an emergency and has exhausted all personal days, vacation days and any compensatory time. Paid emergency leave shall not be granted for reasons qualifying for sick leave, whether or not an employee has exhausted sick leave, and shall not be granted for any weather related reason with the exception there are weather related road closures that would not permit a bargaining unit member to travel. The Director of Facilities at his/her absolute discretion may allow emergency leave without pay for any weather related reason when school is cancelled. When the Director of Facilities expressly directs an employee not to report to work due to weather related reasons it shall be with pay.

# **Injury During Performance of Duties**

Any bargaining unit member injured during the performance of duties must report the injury to his or her supervisor as soon as practicable, but not later than forty-five (45) days after the injury or per the Illinois Workers' Compensation Act. Bargaining unit members shall be entitled to a maximum of three (3) days absence with pay for work related injuries provided a licensed physician certifies that the bargaining unit member is unable to perform the duties of the position. If after three (3) days the bargaining unit member is still unable to perform the duties of the position, accumulated sick leave may then be used, at the bargaining unit member's option, provided the member is unable to perform any temporary light duty work offered, the work offered accommodates any physician restrictions, and the member's physician certifies the member's condition at the end of each pay period. The member will cooperate with the District administration to ascertain and clarify any restrictions from the member's physician. Further, the Board reserves its right to require the bargaining unit member submit, at the expense of the Board, for examination to a duly qualified medical practitioner or surgeon selected by the District. In addition, the bargaining unit member shall be entitled to any worker's compensation benefits while using accumulated sick leave, but in no event shall the member receive more than a regular day's net pay.

#### **Unpaid Leaves**

#### **Medical Leave**

Each full-time bargaining unit member shall be entitled to ten (10) days medical leave annually.

A bargaining unit member employed for more than the regular nine (9) months of school shall be entitled to extra days of medical leave based upon one (1) day for every additional month or major fraction thereof.

Unused days of medical leave shall accumulate up to a maximum of 143 days usable in any one (1) year for nine (9) month employees and a proportionate increase for extended contracts. Medical leave may only be used at such time as accumulated sick leave has been exhausted.

Medical leave shall be used only for personal illness and is not granted for any other reason.

The Board may require a doctor's certificate as proof of illness or fitness to resume duties after any absence.

Use of allotted medical leave days in any one bargaining unit member's contract year will not affect the vacation days to which the member would otherwise be entitled.

During a leave for personal illness in any one bargaining unit member's contract year, the medical leave days the member would otherwise be entitled to for that year will not be affected.

Medical leave is terminated on the last day of each bargaining unit member's contract year, and such termination shall not affect the accumulated total of medical leave.

#### **Leave for Personal Illness**

The decision to grant a leave for personal illness for any length of time shall only be made by the Board.

A request for a leave for personal illness should be made of the Board prior to such time as accumulated medical leave has expired and accompanied by a doctor's certificate as proof of disability.

The beginning date of a leave for personal illness is the first working day the bargaining unit member is absent for illness, after all sick and medical leave days are exhausted.

When granted a personal illness leave, the Board will maintain the hospitalization insurance coverage for said bargaining unit member through the month following the date of the beginning of such leave and/or according to provisions set forth in the Family and Medical Leave Act of 1993. Coverage beyond the Board's contribution will be an option of the bargaining unit member by remitting the premium on a monthly basis; however, the last day of coverage will not be extended beyond the last day the bargaining unit member is considered employed by the Board, unless the bargaining unit member is eligible for coverage as a retiree.

Leave for personal illness will be terminated on the last day of each bargaining unit member's contract year. Such termination shall not affect the accumulated total of medical leave.

# **Leave Without Pay**

The Board recognizes that a leave without pay is sometimes necessary due to circumstances beyond a bargaining unit member's control. Therefore, the Director of Facilities or Custodial Manager (as applicable) may grant a leave without pay in response to a bargaining unit member's request for absence from work that does not fall under any other leave policy. Each bargaining unit member shall submit the request to the Director of Facilities or Custodial Manager (as applicable). Each bargaining unit member employed at other locations throughout the district shall submit requests for leave without pay to the central office administrator to whom the member reports.

Unless circumstances warrant, leave without pay shall not be granted immediately prior to or immediately following holidays or vacations.

The pay for a bargaining unit member who is granted a leave without pay shall be reduced as per the salary contract (nine months-185 days; ten months-205 days; eleven months-225 days; twelve months-245 days) for each one-half (1/2) day absent.

# **Parental Leave**

The Board may grant a bargaining unit member a parental leave without pay for a specified period of time with a one (1) year maximum.

All benefits available to a bargaining unit member shall be suspended during a maternity leave unless otherwise allowed according to provisions set forth in the Family and Medical Leave Act of 1993, and the bargaining unit member shall not advance on the salary schedule for the year(s) in which the leave is taken. The bargaining unit member may maintain membership in the group health insurance program during the leave by remitting in advance payments of all premiums due. These payments shall be made to the District Office.

At the expiration of the leave period, the Board will offer the bargaining unit member a position with the District and every effort will be made to offer the bargaining unit member the same or similar position as that which was held prior to the leave of absence.

#### **Family Hardship Leave**

The Board may grant a bargaining unit member a leave of absence without pay for a specified period of time with a one (1) year maximum. In no instance shall this leave be granted unless the Board determines that a suitable replacement can be hired.

- 1. A bargaining unit member shall not be eligible for sick leave pay during the period of a family hardship leave, nor will a member be eligible for family hardship leave if the member has applied for or used sick leave, medical leave and/or personal illness leave in reference to the reason that family hardship leave is being requested.
- 2. All benefits available to a bargaining unit member shall be suspended during a family hardship leave. The member may maintain membership in the group health insurance program during the leave by remitting to the business office, in advance, payments of all premiums due and/or according to provisions set forth in the Family and Medical Leave Act of 1993.

At the expiration of the leave period, the Board will offer the bargaining unit member a position with the District, and every effort will be made to offer the bargaining unit member the same or similar position as that which was held prior to the leave of absence.

#### Review of Leave Decisions

Any bargaining unit member who feels there are extenuating circumstances which would justify a different decision than was given by the immediate supervisor may request a review of that decision by a committee consisting of the Executive Director of Operations, the Business Manager of Local 362, and the bargaining unit member's immediate supervisor. The decision of this committee will be final.

# **ARTICLE 10 - HOURS WORKED**

#### Section 1 Normal Working Day

The normal working day shall be eight (8) consecutive hours plus a 30-minute duty-free lunch time, and the work week shall be forty (40) hours consisting of five (5) consecutive days. There will be one fifteen (15) minute break for each four (4) hours of scheduled work. All elementary, junior high and high school custodians shall be allowed to work 6:30 a.m. to 3:00 p.m. during the summer.

The schedule shall be as follows:

#### Custodian

6:30 a.m. - 3:00 p.m. 3:00 p.m. - 11:30 p.m. 10:00 p.m. - 6:30 a.m.

# Split Shift Custodian

(NCHS, NCWHS, KJHS, CJHS, PJHS & EJHS)

10:00 a.m. - 6:30 p.m.

(Offered on a voluntary seniority basis to second shift custodians currently working in the school)

#### Special Maintenance

6:30 a.m. - 3:00 p.m. 3:00 p.m. - 11:30 p.m.

#### Custodian/Special Maintenance Floater (Mon.-Fri.)

Any eight (8) consecutive hours plus a 30 minute duty-free lunch over a regularly scheduled shift (e.g. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>) or a split shift between the hours of 10:00 a.m. and 6:30 p.m. (Cannot be required to work two shifts with less than 8 hours in between)

#### Custodian/Special Maintenance Floater (Wed.-Sun.)

Any eight (8) consecutive hours plus a 30 minute duty-free lunch over a regularly scheduled shift (e.g.  $1^{st}$ ,  $2^{nd}$ , or  $3^{rd}$ ) or a split shift between the hours of 10:00 a.m. and 6:30 p.m. on Wednesday through Sunday

(Cannot be required to work two shifts with less than 8 hours in between)

If a Custodian/Special Maintenance Floater position is eliminated, the Custodian/Special Maintenance Floater (Wed.-Sun.) position(s) shall be eliminated prior to the Custodian/Special Maintenance Floater (Mon.-Fri.).

Except where otherwise agreed to between the Board and the Union, special maintenance employees will participate in snow removal when directed by the Director of Facilities.

No employee shall be assigned a shift differing from those set forth in the schedule above unless such assignment has been approved by the District and the Union.

The number of work days for full time twelve month employees for each year of the Agreement shall be as follows:

<u>Year</u>	<u>Days</u>	<b>Hours</b>
2025-2026	261	2088
2026-2027	261	2088
2027-2028	262	2096
2028-2029	260	2080
2029-2030	260	2080

# Section 2 Overtime

Overtime beyond forty (40) hours paid per week shall be paid at the bargaining unit member's regular hourly rate on a time and one-half basis. Each bargaining unit member employed less than forty (40) hours per week shall be paid at the regular rate until forty (40) paid hours are accumulated; then overtime pay goes into effect. Except for bargaining unit members whose regular scheduled work week includes Sunday, hours worked on a Sunday shall be paid at the rate of double time. Further, bargaining unit members whose regular scheduled work week includes Sunday shall be paid at the rate of time and onehalf for the first non-scheduled work day and at the hourly rate of double time for hours worked on their second non-scheduled work day during a week. All bargaining unit employees shall be paid double time for working a holiday. Holidays are defined as Holidays listed in Article 9 - Vacation, Holidays and Leave, Section 2 – Holidays. Overtime may be paid in compensatory time off as provided in the Fair Labor Standards Act. Compensatory time shall not be used except by mutual agreement. Compensatory time may accumulate up to three (3) days. Unused compensatory time will be paid to the bargaining unit member at the end of each school year. A response for compensatory time off shall be given to the employees no later than 24 hours after the request. Bargaining unit members shall, however, have no expectation of compensatory time being approved.

Overtime rates will be based on each one-half (1/2) hour. There will be a minimum of one-half (1/2) hour paid for any overtime and the fraction of an hour over the full hour will be counted as a half hour.

It shall be the duty of the Custodial Managers or Director of Facilities (whichever applies) to decide when there is to be overtime. All overtime will be offered by seniority on a rotating basis by school or by special maintenance. If additional help is needed in a school where there is overtime and all custodians in that school have been offered the overtime, then it will be offered to other custodians by using a volunteer list, which shall be updated once a year.

#### **Section 3 Minimum Credit**

When a bargaining unit member is called in for extra work, credit for a minimum of two (2) hours will be granted at the appropriate overtime rate. Any work in excess of two hours up to normal starting time shall be at the appropriate overtime rate. Snow removal for custodians shall be included in this section.

#### **Section 4 Relief Time**

Bargaining unit members working overtime will be entitled to an additional fifteen (15) minutes paid relief time for every four (4) hours worked.

# Section 5 On-Call Pay

Special maintenance employees who are on call shall be paid an additional three (3) hours of overtime for the week they are assigned to be on call.

# **ARTICLE 11 - PAYDAY**

#### Section 1 Paydays

Each bargaining unit member shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month. If the 15<sup>th</sup> or the 30<sup>th</sup> falls on a weekend or a bank holiday, the bargaining unit members shall be paid the last work day prior to the weekend or bank holiday. All new hires and any bargaining member who signs an authorization shall be paid by direct deposit. Any time after July 1, 2009, provided bargaining unit members have received at least ninety (90) days' advanced notice and there are no other categories of employees in the District who are not paid by direct deposit, the District may pay all bargaining unit members by direct deposit. Regardless of the method of payment, bargaining unit members shall at the time of payment be informed of the bargaining unit members' hourly rate of pay.

# **Section 2 Final Pay Checks**

When a bargaining unit member is laid off or discharged, wages shall be paid in accordance with the Wage Payment and Collection Act. When a bargaining unit member chooses to quit employment with the District, final payment of wages shall be on the next regular payday.

#### Section 3 Use of Social Security Numbers

On all documents where it is necessary to have a social security number, only the last four (4) digits shall be reflected unless some law, regulation or official guideline published by a state or federal agency requires the full social security number.

#### **ARTICLE 12 - SENIORITY**

# **Section 1 Definition**

For purposes of this Agreement, seniority shall accrue from the first day of continuous service of a bargaining unit member in the bargaining unit.

#### Section 2 Probationary Period

Each bargaining unit member shall be considered a probationary employee for the first ninety (90) days of continuous service, after which seniority shall date back to the date of hire. There shall be no seniority among probationary employees, and an employee may be laid off, discharged, or otherwise terminated during that period at the sole discretion of the Board.

#### **Section 3 Seniority Principle**

#### **Selection for Custodian Positions**

Seniority will be the determining factor when two or more bargaining unit members apply for a custodian position that is not a head custodian position. A head custodian applying for a head custodian position at the same pay level and shift (e.g. Head Custodian Elementary/Unit Office, Head Custodian Junior High, Head Night Custodian High School, Head Day Custodian High School) shall be given preference over non-head custodian or special maintenance applicants or head custodian applicants at different pay levels or shifts. When there is no head custodian applying for a head custodian position at the same pay level and shift, management shall have the right to select the best candidate for the position based on past and present experience, job performance, outside employment, skills and current certifications, flexibility, and/or ability to work with others.

#### Selection for All Other Positions

For all other positions, management shall have the right to select the best candidate based on past and present experience, job performance, outside employment, skills and current certifications, flexibility, and/or ability to work with others.

#### Seniority List

An electronic copy of the seniority list will be provided to the local Union at the beginning of each school year and upon request.

#### Reduction in Force

In the case of layoffs when working forces are being decreased, and recalls when working forces are increased, seniority according to classification (i.e. custodian, special maintenance) will be the determining factor.

If a bargaining member is recalled within twenty-four (24) months of the layoff, the bargaining unit member shall be reinstated with the original date of hire and retain the seniority the bargaining unit member had at the time of the layoff.

#### Reduction of a Custodian

A custodian subject to a reduction shall first bump another custodian with the least seniority at the same pay level and shift before bumping a custodian with less seniority at a different pay level and/or shift. If there is no custodian at the same pay level and shift, the custodian subject to a reduction may bump the least senior custodian at another pay level and/or shift who has less seniority.

#### Reduction of a Special Maintenance Position

A special maintenance person subject to a reduction, may bump another special maintenance person within the same job description (i.e. carpenter, electrical, groundskeeper, HVAC, painter, plumber, warehouse, and filter crew, warehouse, and delivery for special maintenance) and with the least seniority. If the special maintenance person does not have more seniority than another special maintenance person within the same job description and he moved from a different classification, he may bump the person with the least amount of seniority in that previous classification.

If there is a reduction at any level and there is a part-time position at that level, the part-time position will be reduced prior to a full-time position.

# **Section 4 Promotions and Job Vacancies**

All full and part-time job vacancies and any newly created position shall be posted electronically within five (5) working days of the vacancy or creation of the new position. Notice of the electronic posting will be provided to the Union. The posting shall include job qualifications and hours of work. The posting shall remain posted for a period of five (5) working days. The vacancy or newly created position shall be filled within fifteen (15) working days after the posting has expired. Subject to Section 3 of this Article, the vacancy or position shall be filled by a member of the bargaining unit, provided the member has applied for and is qualified for the vacancy or position. A joint labor/management committee consisting of the Director of Human Resources, Director of Facilities, and a representative of the Union will be formed to determine the qualifications of the applicants. If the labor/management committee determines the applicants are not qualified, the District will seek outside candidates, only after exhausting all efforts to find qualified personnel within the District. To ensure qualified personnel within the bargaining unit, a training program will be established for continually upgrading the skills of bargaining unit members for future promotions or job opportunities.

#### Section 5 Day Custodian Leave Replacement

When the day custodian is off work due to scheduled leave time, the second shift custodians, from the same school by seniority, shall be offered to work days.

#### **ARTICLE 13 - GRIEVANCE PROCEDURE**

#### **Section 1 Definition**

A grievance shall mean a written complaint by the Union or a member of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this agreement.

#### Section 2 Purpose

Each bargaining unit member covered by this agreement 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. No reprisals shall be taken by the employer against any bargaining unit member because of the bargaining unit member's participation in a grievance.

#### **Section 3** Representation

The grievant has the right to have a Union representative of their choice present in the grievance procedure provided the chosen Union representative is available to attend grievance meetings scheduled within the contractual timelines for holding grievance meetings. The grievant shall be present at all grievance discussions unless the Board, 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.

# **Section 4 Time Limits**

A grievance must be filed within ten (10) working days; working days in this Article are defined as Monday through Friday excluding holidays and any leave time, of the occurrence 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. Timelines may be extended by mutual consent.

#### Section 5 Procedures

The parties acknowledge that it is usually most desirable for a grievant and the grievant's immediate supervisor to resolve problems through informal and free communications. If, however, the informal process fails to satisfy the grievant, a grievance may be processed in the following manner and the grievant may be accompanied by a representative of choice:

# Step One

The grievant or the Union shall file the grievance in writing with the Director of Facilities who shall certify by signature the date the grievance was received. 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 supervisor shall arrange for a meeting to take place with the grievant within ten (10) working days after receipt of the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent within five (5) working days of the meeting.

#### Step Two

In the event a grievance has not been satisfactorily resolved at Step One, the grievant may present the grievance within ten (10) working days to the Executive Director of Operations who will follow the same provisions as established in Step One.

#### Step Three

If the grievance is not satisfactorily resolved at Step Two, the grievance shall 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. If a demand for binding arbitration is not filed within twenty (20) working days of receipt of the Step Two decision, then the grievance shall be deemed withdrawn.

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the Federal Mediation and Conciliation Service. Within seven (7) working days after the Union requests binding arbitration, the two parties will request the FMCS provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one (1) 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 Board and the Union.

The arbitrator, in the 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 Board and the Union, and the decision must be based solely upon the arbitrator's interpretation of the meaning or application of the express relevant language of the agreement.

#### **ARTICLE 14 - NO STRIKE - NO LOCKOUT**

During the term of this Agreement and any extension thereof, no bargaining unit member covered by this Agreement, nor the Union, nor any person acting on behalf of the Union shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line on the Board's premises, any strike, slow-down, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the district. During the term of this Agreement and any extension thereof, there shall be no lockout by the Board.

# **ARTICLE 15 - GENERAL CONDITIONS**

# **Section 1 Meal Periods**

There will be thirty (30) minutes allowed for a meal. The meal period shall be duty free, except if a bargaining unit member is required to work during a meal period, a different meal period will be given or the member will be compensated for one-half (1/2) hour at overtime time pay.

# **Section 2 Notification of Illness**

When a bargaining unit member is ill and not going to report for duty, the building principal or the Director of Facilities or Custodial Managers (whichever applies) should be notified as soon as possible. A day bargaining unit member should notify the supervisor one and one-half (1-1/2) hours prior to starting time, a second shift bargaining unit member should notify the supervisor by noon, and a third shift bargaining unit member should notify the supervisor by 3:00 p.m. When a day bargaining unit member is scheduled to open the school for the Before School Program and calls in sick there shall be other arrangements for the school to open.

#### Section 3 Leaving Assignment During Working Hours

When leaving the school buildings during their scheduled hours, a custodial bargaining unit member shall notify the head custodian and Custodial Manager.

#### **Section 4 Meeting With Administrator or Supervisor**

When any bargaining unit member is required to appear before an administrator or supervisor, the bargaining unit member shall:

- a. Be given at least forty-eight (48) hours prior written notice of the reasons for such meeting or interview; unless it is an emergency situation, and,
- b. Be entitled to have a representative of the Union present to advise him/her and represent him/her during such meeting or interview.
- c. Meeting will be set by the administration and attendance can be made mandatory.

#### **Section 5** Required Vaccinations

Required vaccinations shall be made available to bargaining unit members who have occupational exposure to blood at no cost, at a reasonable time and place, and under the supervision of a licensed physician/licensed health care professional. If a vaccination is not required by law, a bargaining unit member may elect to not receive a vaccination by signing a waiver and release of the District.

# **Section 6 Smoking Cessation**

The Board and Union agree to work together to implement Board Policy 5.50 *Drug and Alcohol Free Workplace; E-Cigarette, Vaping, Tobacco, and Cannabis Prohibition*, regarding use of tobacco and tobacco products on school property. Employees found in violation of the tobacco prohibition in the policy will be treated in the following manner:

- 1. **<u>First Offense</u>**: There will be verbal recognition of the offense and reprimand by the immediate supervisor. The bargaining unit member will be requested to enter a smoking cessation program.
- 2. **Second Offense**: There will be written notice given by the immediate supervisor that additional violations will be considered insubordination and the bargaining unit member will be requested to enter a smoking cessation program.
- 3. <u>Third Offense</u>: The bargaining unit member will be required to enter a smoking cessation program or face remediation proceedings.
- 4. <u>Fourth Offense</u>: Any subsequent violation will lead to a disciplinary referral to the Board and Superintendent regarding the status of the bargaining unit member's position.

# Section 7 Employee Discipline/Dismissal

The following administrative procedure for the discipline or eventual dismissal of an employee is agreed to and will be followed. Depending upon the circumstances, Steps 1, 2 and 3 and the 24-hour notice requirement may be omitted.

When an immediate supervisor has a concern about the performance of an employee, the following steps will be followed:

- Step 1: The bargaining unit member's immediate supervisor will ask the Union to meet with the bargaining unit member to discuss the concern. (No written record.)
- Step 2: Failure of Step 1 to remedy the situation will result in a meeting with the bargaining unit member's immediate District supervisor, the bargaining unit member, and a Union representative. (A written report will be filed.)
- Step 3: Failure of Step 2 to remedy the situation will result in a meeting with the bargaining unit member's immediate District supervisor, the bargaining unit member, and a Union representative. (A written reprimand with a list of corrective steps for the bargaining unit member will be filed with the Director of Human Resources and will be placed in the bargaining unit member's personnel file.)
- Step 4: Failure to remedy at Step 3 will result in a meeting with the Director of Human Resources, the bargaining unit member's immediate District supervisor, the bargaining unit member, and a Union representative to determine discipline. (Discipline may include suspension without pay and/or a recommendation to the Board for dismissal.)

There shall be a 24-hour notice to the employee prior to the above step meetings.

Individual personnel files may be reviewed by the employee in the presence of the Director of Human Resources with a 24-hour notice. Requests to remove items must be in writing to the Director of Human Resources. Written reprimands shall be removed from personnel files after twelve (12) months from the

date of reprimand if no other occurrences of the same nature happen within the twelve (12) months. Letters of suspension shall be removed from personnel files after twenty-four (24) months if no other occurrences of the same nature happen within the twenty-four (24) months.

#### **Section 8 Building Checks**

At the discretion of management, building checks may be included as part of the regular duties of a Custodian/Special Maintenance Floater (Wed.-Sun.). For all other bargaining unit members, the following applies with respect to building checks:

Building checks for a high school will be paid at a minimum of two (2) hours.

Building checks for a junior high and elementary school will be paid at a minimum of one (1) hour.

Building checks will be done at a time that is convenient to the employee as long as it is done between the hours of 5:00 a.m. and 12:00 p.m. If a supervisor mandates that an employee perform the building check at a designated time, the employee shall receive an additional hour of overtime. If the employee has to return to perform any work, the one (1) hour minimum or two (2) hour minimum times shall apply.

# Section 9 Notification of Communicable or Chronic Infectious Disease

The Administration will notify appropriate bargaining unit members of a student with a communicable or chronic infectious disease consistent with federal and state law regarding student records.

#### Section 10 Assault Upon an Employee

An employee shall promptly report to his/her supervisor any alleged case of assault on such employee while performing his/her assigned duties. The employer shall render reasonable assistance, including legal counsel, to such employee in connection with any prosecution by the state's attorney or other public prosecutor of the person who allegedly assaulted such employee. An employee shall not be held liable for stopping a fight between two or more students.

#### Section 11 Use of Security Camera and GPS Systems

Surveillance equipment and GPS systems will not be utilized to routinely observe employee performance or as documentation in the employee evaluation process. Surveillance equipment and GPS systems may be reviewed by the District personnel in connection with investigation of suspected misconduct.

# **Section 12** Computer Training

If bargaining unit members are required by the Board to use a computer and/or software programs in order to perform the duties of their job, the Board will provide training and a reasonable amount of time during the normal work hours to perform those duties.

#### **ARTICLE 16 - MANAGEMENT RIGHTS**

It is expressly understood and agreed that all functions, rights, powers, or authority of the Administration of the District and the Board which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement. Employee discipline and dismissal shall be for just cause.

#### ARTICLE 17 - WAIVER OF ADDITIONAL BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is agreed, however, that with the written mutual consent of both parties, matters may be discussed during the term of this Agreement and the Agreement modified.

# **ARTICLE 18 - WAGES & INSURANCE**

#### Section 1 Wages

For the 2025-2026 school year, custodial bargaining unit members shall be moved from their step on the 2024-2025 hourly wage schedule to the step indicated on the 2025-2026 hourly wage schedule attached hereto as Exhibit A. Special maintenance bargaining unit members shall receive step movement and be paid according to the 2025-2026 hourly wage schedule.

For the 2026-2027, 2027-2028, 2028-2029, and 2029-2030 school years, bargaining unit members shall receive step movement and be paid according to the hourly wage schedules for the respective year attached hereto as Exhibit A.

Special maintenance bargaining unit members who were at the top step of the wage schedule the previous school year will be paid off-schedule for the remaining school years of the Agreement and receive the same percentage increase as the percentage increase moving from the second to top step the previous school year to the top step the current school year.

#### Section 2 Longevity

Each bargaining unit member, beginning the fifteenth (15) year of service in the district, shall receive an additional \$750 longevity. Each bargaining unit member, beginning the twenty-fifth (25) year of service in the district, shall receive \$1,000 longevity. A bargaining unit member shall receive this \$750 or \$1,000 each year employment in the district continues. The longevity increment shall be paid in two (2) equal installments, one on the last paycheck prior to winter break and one the last paycheck of the fiscal year, and will continue each year the individual continued to be employed by Unit Five. The longevity amount shall be prorated for an employee who leaves mid-year.

#### **Section 3 Retirement**

An increment of \$500 shall be added to the final salary of any retiring bargaining unit member who is age fifty-five (55) or over and who has completed twenty (20) or more years of service to the district, the last eight (8) being consecutive. A bargaining unit member who meets the longevity requirement, whose fifty-fifth (55) birthday occurs prior to the start of a new school term, and who notifies the Board ninety (90) days prior of the decision to retire is qualified to receive the \$500.

#### **Section 4** Uniforms

Each special maintenance, custodian/special maintenance floater, and pool maintenance bargaining unit member will be reimbursed up to the following amounts each school year for shoes or other garments to be used for specific employment purposes:

2025-2026	\$209.81
2026-2027	\$220.30
2027-2028	\$231.32
2028-2029	\$242.89
2029-2030	\$255.03

Each head custodian and day custodian will be reimbursed up to the following amounts each school year for winter protection garments to be used for specific employment purposes:

2025-2026	\$105.00
2026-2027	\$110.25
2027-2028	\$115.76
2028-2029	\$121.55
2029-2030	\$127.66

In order to obtain reimbursement, bargaining unit members must submit receipts to the Director of Facilities no later than June 15<sup>th</sup> of each school year.

It will be the responsibility of these individuals to keep the uniforms or other items clean.

#### **Section 5 Health Insurance**

For each bargaining unit member, the Board shall contribute to the Insurance Fund an amount to be used towards insurance benefits and equal to the amount contributed by the Board for each employee represented by the Unit Five Education Association. This contribution shall be reduced pro rata for any bargaining unit member who is employed less than full time.

Moneys paid into the Insurance Fund shall first be used to offset the cost of individual coverage for plan participants. Any surplus contribution the Board makes shall be added to the Insurance Fund reserve. In no event shall the Board's contribution relieve bargaining unit members of responsibility for dependent coverage.

### **Section 6 Life Insurance**

The Board shall provide individual premium cost per month per bargaining unit member to cover the cost of a \$20,000 term life insurance policy.

#### Section 7 ERISA

The Board acknowledges that Local Union 362 is bound by the terms and conditions of ERISA (Employee Retirement Income Security Act).

In accordance with the Modified Transition Plan adopted by the Board of Trustees of the LIUNA National (Industrial) Pension Fund on March 30, 2020, the Board and the Union agree that the Board shall contribute to the Pension Fund one dollar and thirty cents (\$1.30) per hour for each hour worked by

a bargaining unit member, excluding overtime, sixty-five cents (\$.65) of which shall be paid by the Board and the other sixty-five cents (\$.65) to be included as part of the hourly wage paid to the bargaining unit member according to the hourly wage schedules attached hereto as Exhibit A.

# Section 8 Travel Pay

Any custodian required to travel between buildings during the regular workday shall be reimbursed for travel expense at the current Internal Revenue Service rate for mileage. A custodian who works in two (2) or more buildings will be paid mileage for the travel from school to school and then back to starting school. Travel time shall not be during meal or work breaks. Travel reimbursements need to be reported on time sheets to be approved by the Executive Director of Operations.

# **Section 9 Working Out of Classification**

When an employee works in a higher classification for two (2) hours or more the employee shall be paid at the higher classification.

# Section 10 License/Training

The Board will pay the fee for any training required of bargaining unit members by the District. If such training must take place outside of the bargaining unit member's normally scheduled hours, the district shall compensate the bargaining unit member at the appropriate rate.

# **ARTICLE 19 – EVALUATIONS**

The purpose of the evaluation is to monitor job expectations and performance.

The custodial services supervisor with input from the building principal or designated administrator, or supervisor of maintenance/grounds shall perform the evaluations. At no time shall another bargaining unit member be part of another bargaining unit member's evaluation.

Evaluations for custodial and maintenance employees shall be conducted a minimum of every three years.

When a custodial employee receives a performance rating of unsatisfactory, there shall be a reevaluation which shall be completed within ninety (90) days. If in the reevaluation the performance rating improves, the old unsatisfactory evaluation shall be removed from the employee's personnel file after 24 months of the reevaluation.

#### ACCEPTANCE OF AGREEMENT

IN WITNESS	WHEREOF, th	ne parties	have	executed	this	Agreement	by	their	duly
authorized representativ	es on this	day of	June 2	2025.					

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, UNION LOCAL 362, BLOOMINGTON ILLINOIS BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS

By:	By:	
Title:	•	President
Attest:		
By:_	By	
Title:		Secretary

# **EXHIBIT A**

THE FOLLOWING SCHEDULES ARE INCLUSIVE OF ANY ADDITIONAL AMOUNTS CONTRIBUTED BY THE BOARD PURSUANT TO THE MODIFIED TRANSITION PLAN, AND THE BOARD OF EDUCATION SHALL IN NO CASE BE OBLIGATED TO CONTRIBUTE TO THE LIUNA NATIONAL (INDUSTRIAL) PENSION FUND MORE THAN \$.65 PER HOUR.

2025 – 2026 Wages Custodial

Step 2024-2025	Step 2025-2026	Multiplier	Hourly	12 Months
	0		\$19.50	\$40,716.00
1-6	1	1.010	\$19.70	\$41,133.60
	2	1.010	\$19.89	\$41,530.32
	3	1.010	\$20.09	\$41,947.92
10	4	1.010	\$20.29	\$42,365.52
	5	1.010	\$20.49	\$42,783.12
	6	1.010	\$20.70	\$43,221.60
	7	1.011	\$20.93	\$43,701.84
	8	1.013	\$21.20	\$44,265.60
	9	1.013	\$21.47	\$44,829.36
	10	1.013	\$21.75	\$45,414.00
	11	1.013	\$22.04	\$46,019.52
	12	1.013	\$22.32	\$46,604.16
	13	1.013	\$22.61	\$47,209.68
	14	1.013	\$22.91	\$47,836.08
	15	1.013	\$23.21	\$48,462.48
	16	1.013	\$23.51	\$49,088.88
	17	1.013	\$23.81	\$49,715.28
	18	1.013	\$24.12	\$50,362.56
	19	1.013	\$24.44	\$51,030.72
	20	1.013	\$24.75	\$51,678.00
	21	1.013	\$25.08	\$52,367.04
	22	1.013	\$25.40	\$53,035.20
27	23	1.013	\$25.73	\$53,724.24
28	24	1.013	\$26.07	\$54,434.16
29	25	1.013	\$26.40	\$55,123.20
30	26	1.013	\$26.75	\$55,854.00
	27	1.013	\$27.10	\$56,584.80
	28	1.013	\$27.45	\$57,315.60
	29	1.013	\$27.80	\$58,046.40
	30	1.013	\$28.17	\$58,818.96

2025 – 2026 Wages Special Maintenance

Step 2025-2026       Multiplier       Hourly       12 Mon         0       \$27.54       \$57,503         1       1.01       \$27.81       \$58,067	.28 .92
	.92
2 1.01 \$28.09 \$58,651	
3 1.01 \$28.37 \$59,236	.50
4 1.01 \$28.66 \$59,842	.08
5 1.01 \$28.94 \$60,426	.72
6 1.01 \$29.23 \$61,032	.24
7 1.01 \$29.53 \$61,658	.64
8 1.01 \$29.82 \$62,264	.16
9 1.01 \$30.12 \$62,890	.56
10 1.01 \$30.42 \$63,516	.96
11 1.01 \$30.72 \$64,143	.36
12 1.01 \$31.03 \$64,790	.64
13 1.01 \$31.34 \$65,437	.92
14 1.01 \$31.66 \$66,106	.08
15 1.01 \$31.97 \$66,753	.36
16 1.01 \$32.29 \$67,421	.52
17 1.01 \$32.61 \$68,089	.68
18 1.01 \$32.94 \$68,778	.72
19 1.01 \$33.27 \$69,467	.76
20 1.01 \$33.60 \$70,156	.80
21 1.01 \$33.94 \$70,866	.72
22 1.01 \$34.28 \$71,576	.64
23 1.01 \$34.62 \$72,286	.56
24 1.01 \$34.97 \$73,017	.36
25 1.01 \$35.32 \$73,748	.16
26 1.01 \$35.67 \$74,478	.96
27 1.01 \$36.03 \$75,230	.64
28 1.01 \$36.39 \$75,982	.32
29 1.01 \$36.75 \$76,734	.00
30 1.01 \$37.12 \$77,506	.56

Special Increments	<b>Hourly</b>
Head Day Custodian High School	\$ .65
Head Night Custodian High School	\$ .65
Head Custodian Junior High	\$ .65
Head Custodian Elementary/Unit Office	\$ .25
Special Maintenance*	\$ .35
10:00 a.m. Shift or After	\$ .40
Custodian/Special Maintenance Floater	\$ .40
Pool Maintenance	\$ .35
Asbestos Contractor/Supervisor Course &	
EPA Lead Renovation Repair & Painting Cert.	\$1.25
Commercial Not-for-Hire Applicator License	
with Right-of-Way Pest Control	\$1.25
Plumbing License	\$1.25
Commercial HVAC Cert.	\$1.25
Commercial Driver License (CDL)	\$ .25
Electrician License	\$1.25
Custodian High School	\$1.00

Bargaining unit members shall be paid for all applicable special increments only if required as part of their job duties with the District.

2026 – 2027 Wages

	Cı	ustodial		Special Maintenance			ice
Step	Multiplier	Hourly	12 Months	Step	Multiplier	Hourly	12 Months
0		\$20.28	\$42,344.64	0		\$28.64	\$59,800.32
1	1.010	\$20.48	\$42,762.24	1	1.01	\$28.93	\$60,405.84
2	1.010	\$20.69	\$43,200.72	2	1.01	\$29.22	\$61,011.36
3	1.010	\$20.89	\$43,618.32	3	1.01	\$29.51	\$61,616.88
4	1.010	\$21.10	\$44,056.80	4	1.01	\$29.80	\$62,222.40
5	1.010	\$21.31	\$44,495.28	5	1.01	\$30.10	\$62,848.80
6	1.010	\$21.53	\$44,954.64	6	1.01	\$30.40	\$63,475.20
7	1.011	\$21.76	\$45,434.88	7	1.01	\$30.71	\$64,122.48
8	1.013	\$22.05	\$46,040.40	8	1.01	\$31.01	\$64,748.88
9	1.013	\$22.33	\$46,625.04	9	1.01	\$31.32	\$65,396.16
10	1.013	\$22.62	\$47,230.56	10	1.01	\$31.64	\$66,064.32
11	1.013	\$22.92	\$47,856.96	11	1.01	\$31.95	\$66,711.60
12	1.013	\$23.22	\$48,483.36	12	1.01	\$32.27	\$67,379.76
13	1.013	\$23.52	\$49,109.76	13	1.01	\$32.60	\$68,068.80
14	1.013	\$23.82	\$49,736.16	14	1.01	\$32.92	\$68,736.96
15	1.013	\$24.13	\$50,383.44	15	1.01	\$33.25	\$69,426.00
16	1.013	\$24.45	\$51,051.60	16	1.01	\$33.58	\$70,115.04
17	1.013	\$24.77	\$51,719.76	17	1.01	\$33.92	\$70,824.96
18	1.013	\$25.09	\$52,387.92	18	1.01	\$34.26	\$71,534.88
19	1.013	\$25.41	\$53,056.08	19	1.01	\$34.60	\$72,244.80
20	1.013	\$25.74	\$53,745.12	20	1.01	\$34.95	\$72,975.60
21	1.013	\$26.08	\$54,455.04	21	1.01	\$35.30	\$73,706.40
22	1.013	\$26.42	\$55,164.96	22	1.01	\$35.65	\$74,437.20
23	1.013	\$26.76	\$55,874.88	23	1.01	\$36.01	\$75,188.88
24	1.013	\$27.11	\$56,605.68	24	1.01	\$36.37	\$75,940.56
25	1.013	\$27.46	\$57,336.48	25	1.01	\$36.73	\$76,692.24
26	1.013	\$27.82	\$58,088.16	26	1.01	\$37.10	\$77,464.80
27	1.013	\$28.18	\$58,839.84	27	1.01	\$37.47	\$78,237.36
28	1.013	\$28.55	\$59,612.40	28	1.01	\$37.84	\$79,009.92
29	1.013	\$28.92	\$60,384.96	29	1.01	\$38.22	\$79,803.36
30	1.013	\$29.29	\$61,157.52	30	1.01	\$38.60	\$80,596.80

Special Increments	<u>Hourly</u>
Head Day Custodian High School	\$ .65
Head Night Custodian High School	\$ .65
Head Custodian Junior High	\$ .65
Head Custodian Elementary/Unit Office	\$ .25
Special Maintenance*	\$ .35
10:00 a.m. Shift or After	\$ .40
Custodian/Special Maintenance Floater	\$ .40
Pool Maintenance	\$ .35

Asbestos Contractor/Supervisor Course &
EPA Lead Renovation Repair & Painting Cert. \$1.25
Commercial Not-for-Hire Applicator License
with Right-of-Way Pest Control \$1.25
Plumbing License \$1.25
Commercial HVAC Cert. \$1.25
Commercial Driver License (CDL) \$.25
Electrician License \$1.25
Custodian High School \$1.00

Bargaining unit members shall be paid for all applicable special increments only if required as part of their job duties with the District.

2027 – 2028 Wages

Custodial				Special Maintenance			
Step	Multiplier	Hourly	12 Months	Step	Multiplier	Hourly	12 Months
0		\$21.09	\$44,204.64	0		\$29.79	\$62,439.84
1	1.010	\$21.30	\$44,644.80	1	1.01	\$30.08	\$63,047.68
2	1.010	\$21.52	\$45,105.92	2	1.01	\$30.39	\$63,676.48
3	1.010	\$21.73	\$45,546.08	3	1.01	\$30.69	\$64,326.24
4	1.010	\$21.95	\$46,007.20	4	1.01	\$31.00	\$64,976.00
5	1.010	\$22.17	\$46,468.32	5	1.01	\$31.31	\$65,604.80
6	1.010	\$22.39	\$46,929.44	6	1.01	\$31.62	\$66,275.52
7	1.011	\$22.64	\$47,453.44	7	1.01	\$31.94	\$66,925.28
8	1.013	\$22.93	\$48,061.28	8	1.01	\$32.25	\$67,596.00
9	1.013	\$23.23	\$48,690.08	9	1.01	\$32.58	\$68,287.68
10	1.013	\$23.53	\$49,318.88	10	1.01	\$32.90	\$68,958.40
11	1.013	\$23.84	\$49,968.64	11	1.01	\$33.23	\$69,650.08
12	1.013	\$24.15	\$50,618.40	12	1.01	\$33.56	\$70,341.76
13	1.013	\$24.46	\$51,268.16	13	1.01	\$33.90	\$71,054.40
14	1.013	\$24.78	\$51,938.88	14	1.01	\$34.24	\$71,767.04
15	1.013	\$25.10	\$52,609.60	15	1.01	\$34.58	\$72,479.68
16	1.013	\$25.43	\$53,301.28	16	1.01	\$34.93	\$73,213.28
17	1.013	\$25.76	\$53,992.96	17	1.01	\$35.28	\$73,946.88
18	1.013	\$26.09	\$54,684.64	18	1.01	\$35.63	\$74,680.48
19	1.013	\$26.43	\$55,397.28	19	1.01	\$35.99	\$75,414.08
20	1.013	\$26.77	\$56,109.92	20	1.01	\$36.35	\$76,168.64
21	1.013	\$27.12	\$56,843.52	21	1.01	\$36.71	\$76,944.16
22	1.013	\$27.47	\$57,577.12	22	1.01	\$37.08	\$77,698.72
23	1.013	\$27.83	\$58,331.68	23	1.01	\$37.45	\$78,495.20
24	1.013	\$28.19	\$59,086.24	24	1.01	\$37.82	\$79,270.72
25	1.013	\$28.56	\$59,861.76	25	1.01	\$38.20	\$80,067.20
26	1.013	\$28.93	\$60,637.28	26	1.01	\$38.58	\$80,863.68
27	1.013	\$29.31	\$61,433.76	27	1.01	\$38.97	\$81,681.12
28	1.013	\$29.69	\$62,230.24	28	1.01	\$39.36	\$82,498.56
29	1.013	\$30.07	\$63,026.72	29	1.01	\$39.75	\$83,316.00
30	1.013	\$30.46	\$63,844.16	30	1.01	\$40.15	\$84,154.40

Special Increments	<u>Hourly</u>
Head Day Custodian High School	\$ .65
Head Night Custodian High School	\$ .65
Head Custodian Junior High	\$ .65
Head Custodian Elementary/Unit Office	\$ .25
Special Maintenance*	\$ .35
10:00 a.m. Shift or After	\$ .40
Custodian/Special Maintenance Floater	\$ .40
Pool Maintenance	\$ .35

Asbestos Contractor/Supervisor Course &
EPA Lead Renovation Repair & Painting Cert. \$1.25
Commercial Not-for-Hire Applicator License
with Right-of-Way Pest Control \$1.25
Plumbing License \$1.25
Commercial HVAC Cert. \$1.25
Commercial Driver License (CDL) \$.25
Electrician License \$1.25
Custodian High School \$1.00

Bargaining unit members shall be paid for all applicable special increments only if required as part of their job duties with the District.

2028 - 2029 Wages

Custodial				Special Maintenance			
Step	Multiplier	Hourly^	12 Months	Step	Multiplier	Hourly^	12 Months
0		\$21.72	\$45,177.60	0		\$30.68	\$63,814.40
1	1.010	\$21.94	\$45,635.20	1	1.01	\$30.99	\$64,459.20
2	1.010	\$22.16	\$46,092.80	2	1.01	\$31.30	\$65,104.00
3	1.010	\$22.38	\$46,550.40	3	1.01	\$31.61	\$65,748.80
4	1.010	\$22.61	\$47,028.80	4	1.01	\$31.93	\$66,414.40
5	1.010	\$22.83	\$47,486.40	5	1.01	\$32.24	\$67,080.00
6	1.010	\$23.06	\$47,964.80	6	1.01	\$32.57	\$67,745.60
7	1.011	\$23.31	\$48,484.80	7	1.01	\$32.89	\$68,432.00
8	1.013	\$23.62	\$49,129.60	8	1.01	\$33.22	\$69,118.40
9	1.013	\$23.92	\$49,753.60	9	1.01	\$33.55	\$69,804.80
10	1.013	\$24.24	\$50,419.20	10	1.01	\$33.89	\$70,491.20
11	1.013	\$24.55	\$51,064.00	11	1.01	\$34.23	\$71,198.40
12	1.013	\$24.87	\$51,729.60	12	1.01	\$34.57	\$71,926.40
13	1.013	\$25.19	\$52,395.20	13	1.01	\$34.92	\$72,633.60
14	1.013	\$25.52	\$53,081.60	14	1.01	\$35.27	\$73,361.60
15	1.013	\$25.85	\$53,768.00	15	1.01	\$35.62	\$74,089.60
16	1.013	\$26.19	\$54,475.20	16	1.01	\$35.97	\$74,838.40
17	1.013	\$26.53	\$55,182.40	17	1.01	\$36.33	\$75,587.20
18	1.013	\$26.87	\$55,889.60	18	1.01	\$36.70	\$76,336.00
19	1.013	\$27.22	\$56,617.60	19	1.01	\$37.06	\$77,105.60
20	1.013	\$27.58	\$57,366.40	20	1.01	\$37.44	\$77,875.20
21	1.013	\$27.94	\$58,115.20	21	1.01	\$37.81	\$78,644.80
22	1.013	\$28.30	\$58,864.00	22	1.01	\$38.19	\$79,435.20
23	1.013	\$28.67	\$59,633.60	23	1.01	\$38.57	\$80,225.60
24	1.013	\$29.04	\$60,403.20	24	1.01	\$38.96	\$81,036.80
25	1.013	\$29.42	\$61,193.60	25	1.01	\$39.35	\$81,848.00
26	1.013	\$29.80	\$61,984.00	26	1.01	\$39.74	\$82,659.20
27	1.013	\$30.19	\$62,795.20	27	1.01	\$40.14	\$83,491.20
28	1.013	\$30.58	\$63,606.40	28	1.01	\$40.54	\$84,323.20
29	1.013	\$30.98	\$64,438.40	29	1.01	\$40.94	\$85,176.00
30	1.013	\$31.38	\$65,270.40	30	1.01	\$41.35	\$86,028.80

Special Increments	<b>Hourly</b>
Head Day Custodian High School	\$ .65
Head Night Custodian High School	\$ .65
Head Custodian Junior High	\$ .65
Head Custodian Elementary/Unit Office	\$ .25
Special Maintenance*	\$ .35
10:00 a.m. Shift or After	\$ .40
Custodian/Special Maintenance Floater	\$ .40

Pool Maintenance	\$ .35
Asbestos Contractor/Supervisor Course &	
EPA Lead Renovation Repair & Painting Cert.	\$1.25
Commercial Not-for-Hire Applicator License	
with Right-of-Way Pest Control	\$1.25
Plumbing License	\$1.25
Commercial HVAC Cert.	\$1.25
Commercial Driver License (CDL)	\$ .25
Electrician License	\$1.25
Custodian High School	\$1.00

Bargaining unit members shall be paid for all applicable special increments only if required as part of their job duties with the District.

^Hourly wage is based on 3% increase from the previous school year. If District's state equalized EAV growth is 5% or more for the previous tax year, the base hourly wage will be a 4% increase from the previous school year.

2029 – 2030 Wages

	Custodial				Special Maintenance			
Step	Multiplier	Hourly	12 Months	Step	Multiplier	Hourly	12 Months	
0		\$22.38	\$46,550.40	0		\$31.60	\$65,728.00	
1	1.010	\$22.60	\$47,008.00	1	1.01	\$31.92	\$66,393.60	
2	1.010	\$22.83	\$47,486.40	2	1.01	\$32.24	\$67,059.20	
3	1.010	\$23.05	\$47,944.00	3	1.01	\$32.56	\$67,724.80	
4	1.010	\$23.28	\$48,422.40	4	1.01	\$32.88	\$68,390.40	
5	1.010	\$23.52	\$48,921.60	5	1.01	\$33.21	\$69,076.80	
6	1.010	\$23.75	\$49,400.00	6	1.01	\$33.54	\$69,763.20	
7	1.011	\$24.01	\$49,940.80	7	1.01	\$33.88	\$70,470.40	
8	1.013	\$24.33	\$50,606.40	8	1.01	\$34.22	\$71,177.60	
9	1.013	\$24.64	\$51,251.20	9	1.01	\$34.56	\$71,884.80	
10	1.013	\$24.96	\$51,916.80	10	1.01	\$34.91	\$72,612.80	
11	1.013	\$25.29	\$52,603.20	11	1.01	\$35.26	\$73,340.80	
12	1.013	\$25.62	\$53,289.60	12	1.01	\$35.61	\$74,068.80	
13	1.013	\$25.95	\$53,976.00	13	1.01	\$35.96	\$74,796.80	
14	1.013	\$26.29	\$54,683.20	14	1.01	\$36.32	\$75,545.60	
15	1.013	\$26.63	\$55,390.40	15	1.01	\$36.69	\$76,315.20	
16	1.013	\$26.97	\$56,097.60	16	1.01	\$37.05	\$77,064.00	
17	1.013	\$27.32	\$56,825.60	17	1.01	\$37.42	\$77,833.60	
18	1.013	\$27.68	\$57,574.40	18	1.01	\$37.80	\$78,624.00	
19	1.013	\$28.04	\$58,323.20	19	1.01	\$38.18	\$79,414.40	
20	1.013	\$28.40	\$59,072.00	20	1.01	\$38.56	\$80,204.80	
21	1.013	\$28.77	\$59,841.60	21	1.01	\$38.94	\$80,995.20	
22	1.013	\$29.15	\$60,632.00	22	1.01	\$39.33	\$81,806.40	
23	1.013	\$29.53	\$61,422.40	23	1.01	\$39.73	\$82,638.40	
24	1.013	\$29.91	\$62,212.80	24	1.01	\$40.12	\$83,449.60	
25	1.013	\$30.30	\$63,024.00	25	1.01	\$40.53	\$84,302.40	
26	1.013	\$30.69	\$63,835.20	26	1.01	\$40.93	\$85,134.40	
27	1.013	\$31.09	\$64,667.20	27	1.01	\$41.34	\$85,987.20	
28	1.013	\$31.50	\$65,520.00	28	1.01	\$41.75	\$86,840.00	
29	1.013	\$31.91	\$66,372.80	29	1.01	\$42.17	\$87,713.60	
30	1.013	\$32.32	\$67,225.60	30	1.01	\$42.59	\$88,587.20	

Special Increments	<u>Hourly</u>
Head Day Custodian High School	\$ .65
Head Night Custodian High School	\$ .65
Head Custodian Junior High	\$ .65
Head Custodian Elementary/Unit Office	\$ .25
Special Maintenance*	\$ .35
10:00 a.m. Shift or After	\$ .40
Custodian/Special Maintenance Floater	\$ .40

Pool Maintenance	\$ .35
Asbestos Contractor/Supervisor Course &	
EPA Lead Renovation Repair & Painting Cert.	\$1.25
Commercial Not-for-Hire Applicator License	
with Right-of-Way Pest Control	\$1.25
Plumbing License	\$1.25
Commercial HVAC Cert.	\$1.25
Commercial Driver License (CDL)	\$ .25
Electrician License	\$1.25
Custodian High School	\$1.00

Bargaining unit members shall be paid for all applicable special increments only if required as part of their job duties with the District.

^Hourly wage is based on 3% increase from the previous school year. If District's state equalized EAV growth is 5% or more for the previous tax year, the base hourly wage will be a 4% increase from the previous school year.

# EXHIBIT B

# **LETTERS OF UNDERSTANDING**

# LETTER OF UNDERSTANDING ONE-TIME RETIREMENT INCENTIVE

The Board of Education (the "Board") of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the "District") and the Laborers' International Union of North America, Local 362 (the "Union") agree to the following one-time retirement incentive for the 2025-2026 school year:

#### Retirement Incentive

BOARD OF EDUCATION OF COMMUNITY

Any bargaining unit member who has completed ten (10) years or more of service credit with the District, who is eligible to retire under the Illinois Municipal Retirement Fund (IMRF), and who submits to the Board by 5 pm on Thursday, July 31, 2025, an irrevocable notice of retirement with a retirement date no later than July 31, 2026, shall be eligible for a retirement incentive of \$5,000, payable over the member's remaining pay periods.

Upon occurrence of a life-changing event: e.g. death or total disability of spouse, grave illness of a dependent child, or for a major life change deemed appropriate by the Board, the bargaining unit member may petition the Board to be released from his/her retirement resignation. A bargaining unit member who is released his/her election to retire must repay to the Board all monies paid as an incentive.

This retirement incentive shall be paid in lieu of the \$500 increment provided in Article 18, Section 3 of the Negotiated Contract and will sunset and no longer be available after July 31, 2026.

LABORERS' INTERNATIONAL UNION

UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS	OF NORTH AMERICA, LOCAL 362
By:President	By:Business Manager
Date:	Date:

# LETTER OF UNDERSTANDING COMMITTEE REGARDING SAFETY CONCERNS

The Board and Union agree to form a committee to discuss safety concerns of bargaining unit members. The Board and Union shall each appoint an equal number of representatives to serve on the committee. The committee will meet on or before December 15, 2025, and will determine the dates and times for any additional meetings deemed necessary.

UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS	OF NORTH AMERICA, LOCAL 362
By:President	By:Business Manager
Date:	Date: