

**SWIFT Local #6600
IFT-AFT, AFL-CIO**

Career Center of Southern Illinois

COLLECTIVE BARGAINING AGREEMENT

FOR

2020-2024

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ARTICLE I - PARTIES TO THE AGREEMENT

This agreement is made and entered into on the date set forth herein below by and between the Career Center of Southern Illinois, (CCSI) hereinafter referred to as the "Employer" or "CCSI," and the Southwestern Illinois Federation of Teachers, (SWIFT) Local 6600, IFT-AFT, AFL-CIO an affiliate of the Illinois Federation of Teachers, hereinafter referred to as the "Union."

ARTICLE II – RECOGNITION

- A. The Career Center of Southern Illinois hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time and regularly employed part-time instructors and all full-time and regularly employed part-time clinical (LPN) staff employed by the Career Center of Southern Illinois, except those employed in clinical instructor substitute positions, and all supervisory, managerial, confidential and short-term employees as defined by the Illinois Educational Labor Relations Act.
- B. The term "bargaining unit employee(s)" when used hereinafter in the Agreement shall refer to all employees represented by the SWIFT Local #6600 in the bargaining unit as hereinabove defined. Supervisory, managerial and confidential positions shall include but not be limited to: a) Director; b) Administrative Assistant; c) Bookkeeper; d) Principal; and, e) LPN Director.
- C. The Career Center of Southern Illinois will notify the Union of the creation of new positions and job descriptions pertaining to union positions.
- D. All bargaining unit employees shall be covered by the terms and conditions of this Agreement.

ARTICLE III - INVALIDATION CLAUSE

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, or in the event Congress or the Illinois General Assembly enacts a law in conflict with any article, section, or clause of this Agreement, said article, section or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, or clauses shall remain in full force and effect for the

duration of this Agreement, if not affected by the deleted article, section, or clause.

ARTICLE IV - NO STRIKE / NO LOCKOUT CLAUSE

- A. The Union agrees that there shall be no strike or withholding of services during the term that this Agreement is in full force and effect.
- B. CCSI agrees that there shall be no lockout during the term that this Agreement is in full force and effect.

ARTICLE V – MANAGEMENT RIGHTS

- A. It is expressly understood and agreed that all functions, rights, power, or authority of the administration of CCSI which are not specifically limited by the express language of this Agreement are retained by CCSI provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement. The Union, therefore, agrees not to bargain over matters involving management's rights to change managerial policy that is not a specific part(s) of this Agreement as long as said change does not violate any provision of this Agreement.
- B. During the term of this Agreement, the Union therefore agrees to waive the right to bargain over the decision and impact of management's rights to change managerial policy that is not a specific part(s) of the Agreement unless the change directly and adversely affects the terms and conditions of employment of bargaining unit members as specifically set forth in this Agreement.

ARTICLE VI - UNION RIGHTS

Union Dues

The Board shall honor employee's individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments or fees. The Union shall be responsible for submitting employee dues deduction forms to the Director. The District shall pay the fees to the Union within ten (10) days of the date they are deducted from the employees' salaries. Dues deduction authorizations shall remain in effect unless and until they are revoked in writing per the Union membership card procedures. The Union shall be responsible

for notifying the Director of an employee's election to revoke his/her dues deduction authorization card.

The Union shall indemnify the Board for any damages and reasonable costs incurred for any claims made by employees for deductions made in good faith reliance on information provided to it by the Union, as required by the Illinois Educational Labor Relations Act (115 ILCS 5/11).

Board Meetings

The Board will provide the Union President one copy, through technology, of the following document:

- a. Board packet, excluding any closed session documents

One member appointed by the Union shall be dismissed from his/her regular assignment, without loss of pay, in order to attend regular and special meetings of the Board. The employee shall be excused from his/her regular assignment for only the length of the Board meeting and travel time when necessary. The Union shall provide the Board with the name of the Union Representative attending the meeting two (2) weeks prior to a regular board meeting and two (2) calendar days prior to a special meeting.

Vacancy Postings

In the event a position becomes vacant and the Board elects to fill that vacancy or the Board creates a new position, the Director or designee shall provide the Union President with a copy, through technology, and post in the administrative office of CCSI a notice of all vacancies and/or newly created positions as they occur.

Vacancy shall be due to resignation, death or retirement of an employee. Qualified teachers will have five (5) workdays after the notice is posted in the Unit office to notify the administration in writing of their interest in the new position or vacancy. No posting is required if the position comes available during the school year or within thirty (30) days of the beginning of the school year.

New Hires

All newly hired certified teachers will receive at a minimum the teacher minimum wage as required per the State of Illinois. No new hire will make more than any current teacher with the same years of teaching experience.

Union Officer Leave

In the event that Local 6600 desires to send representatives to a state or national conference, and or training, which pertain to Union business and/or labor-management relations, these representatives shall be excused without loss of salary, providing the Federation reimburses the District for the substitutes. The Federation shall be limited to a maximum of four (4) days per school year. No more than two (2) members per day shall be excused for said leave. (Example: 2 teachers x 2 days = maximum of 4 days.) One member may use all 4 days if needed. Notification of such leave shall be submitted in writing at least ten (10) school days in advance of the date of the leave.

ARTICLE VII – SCHOOL DAY

- A. The length of the school day for teachers will be seven (7) hours and thirty (30) minutes including a duty-free lunch period. The day shall begin thirty (30) minutes before the first bell and end forty-five (45) minutes after the last bell. Teachers may leave at 3:00 P.M. on Fridays and fifteen (15) minutes after the students leave on the last working day before any of the negotiated holidays.
- B. Bargaining unit members on leave will not be assigned a stipend position.
- C. For instructors/teachers at CCSI, the regular workday shall begin at 8:00 a.m. and end at 3:30 p.m., seven and ½ hours, except for the following which are required attendance:
 - 1. Scheduled meetings by administration outside the regular work day shall be limited to one day per calendar month of no more than one hour in length;
 - 2. Up to two (2) 2-hour Open Houses and one (1) Program Advisory committee meeting per academic year;
 - 3. Parent teacher conferences;
 - 4. Student Recognition/Graduation ceremony; and,
 - 5. Emergency Meetings.

Clinical hours are normally 7:00 a.m. to 3:30 p.m., including a thirty (30) minute unpaid lunch period, but times may vary according to clinical instruction needs and scheduling demands as agreed upon in coordination with the clinical site and CCSI Administration. The hours of part-time employees will be determined by the Administration or the Director as mandated by business necessity. Part-time employees are allowed a thirty-minute lunch period, but the lunch period is unpaid. The instructor may arrive up to an hour before the students are assigned to arrive for planning purposes. Evening and weekend hours may be required. Instructors who are required to work weekend hours will receive equivalent time off that will be scheduled to be taken as compensatory time by the instructor at the discretion of administration within the same work week in which it is earned.

ARTICLE VIII – FRINGE BENEFITS

Section 1 – Sick Leave

- A. CCSI shall grant each full-time and part-time certified teacher sick leave as follows:

Employees with less than 100 accumulated TRS sick leave days:
13 sick days...

Employees who have accumulated 100 or more TRS sick leave days:
18 sick days...

...at full pay during the school-year. Sick leave benefits are calculated based on the employee's base pay rate at the time of absence. Sick leave days are prorated for part-time certified teachers and those employees who are hired mid-year and otherwise qualify for sick leave days. Unused sick leave benefits are allowed to accumulate to 360 days.

- B. CCSI shall grant each 12 month employee who works at least 600 hours per year sick leave at the following rate:

Employees with less than 100 accumulated TRS or IMRF sick leave days:
15 sick days...

Employees who have accumulated 100 or more TRS or IMRF sick leave days:
20 sick days...

...at full pay during the school-year. Sick leave benefits are calculated based

on the employee's base pay rate at the time of absence. Sick leave days are prorated for those employees who are hired mid-year and otherwise qualify for sick leave days. Unused sick leave benefits are allowed to accumulate to 360 days.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or illness or death in the immediate family or household. CCSI may require a physician's certificate as a basis for pay following a leave after an absence of 3 days or more. Sick leave may be used in ½ day and full day increments. All other aspects of this Article shall be governed by 105 ILCS 5/24-6.

- C. For purposes of this Section, "immediate family" shall include parents, spouse, brothers, sisters, children (including step-children), grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and all those who reside in the employee's home.

- D. Bereavement Leave

An employee may use no more than two (2) sick leave days for the death of a person who is not a member of the immediate family or household.

Section 2 – Personal Leave

Each full-time instructor and part-time instructors who work at least 600 hours per year, will be granted two (2) days of personal leave per year. Personal days are prorated for those employees who are hired mid-year and otherwise qualify for personal days. Personal leave days shall accumulate as sick leave if unused by the end of the benefit year.

Section 3 – LPN Vacation Days

All full-time 12-month nursing instructors shall earn 20 paid vacation days per fiscal year on a pro-rata monthly basis; however, all 20 vacation days shall be available for use at the beginning of the fiscal year. Upon separation from employment, a nursing instructor shall be entitled to payment only for the vacation days actually earned for the fiscal year on a pro-rata monthly basis that have not already been used. In the event a nursing instructor separates from employment having used more vacation leave than what has actually been earned for the fiscal year, then the payment for those used but unearned vacation days shall be

subtracted from the nursing instructor's final paycheck. Five (5) of the 20 vacation days must be used by the nursing instructor during the nursing instructor's summer break and will be determined by the last full week (Monday through Friday) of June. Any unused vacation leave at the end of the fiscal year shall not accumulate from year to year and shall be forfeited. However, at the Executive Director's discretion and not subject to Article IX – Grievance Procedure, if because of operational need of the Center a nursing instructor is unable to utilize all of his or her vacation leave by the end of the fiscal year, such leave shall not be forfeited, and, instead the nursing instructor shall be entitled to reimbursement for those unused vacation days at \$75.00 per day.

All full-time 12-month nursing instructors who have 20 years or more of service with CCSI will be awarded one day of vacation for each year of service after their 20th year not to exceed 25 total vacation days. For example, 21 years of service will be rewarded with 21 days of vacation; 22 years of service will be rewarded with 22 days of vacation; up to a maximum of 25 days. Therefore, in order for an instructor to receive the full 25 days, she will have to begin her 26th year of service to CCSI. These additional vacation days shall be subject to the same earnings and payment restrictions as set-forth in the above paragraph.

On non-clinical days, all vacation leave shall be covered internally by current nursing instructional staff at no additional cost to the employer.

Section 5 – Mileage

Employees required by administration to use their personal vehicle for CCSI business shall be reimbursed at the current mileage rate allowed by the Internal Revenue Service.

Travel reimbursement is not applicable for driving from home to the first place of work or from the last place of work to home.

An accurate daily record of mileage claimed must be kept and reported for payment submitted to the Director each month, no later than the fifteenth (15th) day of the month following the end of the previous month. Failure to submit mileage by the fifteenth (15th) day of the month shall result in loss of reimbursement for the mileage. Mileage for travel (other than specified above) shall be approved by the Director prior to such travel. Approval will be based on the amount of available funds and individual circumstances.

Section 6 –Observed Instructor Holidays

- A. CCSI will observe the following holidays during the school year, unless a holiday waiver is approved by ISBE: New Years Day, Martin Luther King Day, Lincoln’s Birthday or President’s Day, Casimir Pulaski Day, Easter Break (Friday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day (November 11) when it falls during the work week, Thanksgiving, Christmas.
- B. Any holiday falling on Saturday or Sunday outside the official school calendar shall result in employees receiving the Friday prior to the holiday or the Monday after the holiday as an observed holiday to be determined by the school calendar, with the exception of Veteran’s Day which is only observed when it falls during the school week.

Section 7 – Health Insurance

Employees who qualify for and elect to participate in CCSI’s health insurance program shall receive a contribution from CCSI in an amount up to \$800.00 during the 2020-2021, \$825.00 during the 2021-2022, \$850.00 for the 2022-2023, and \$875.00 for the 2023-2024 for the monthly premium toward single health insurance coverage and basic life insurance when made available by the insurer. In the event the single monthly health insurance premium increases by more than ten percent (10%) over the previous year’s single monthly health insurance premium in any year of the contract, then the union will be entitled to reopen this agreement mid-term for the sole exclusive purpose of negotiating an increase to CCSI’s monthly single health insurance contribution.

Employees who elect family health insurance coverage shall receive monthly from CCSI an additional \$100.00

Employees who qualify for and elect to participate in CCSI’s health insurance program shall have the option of choosing from the following health insurance coverage plans made available by Egyptian Area Schools Employee Benefit Trust, when made available by the insurer and subject to all rules and regulations promulgated by the insurer: Platinum, Gold or Silver health insurance coverage plans.

Employees who qualify for but elect not to participate in CCSI’s health insurance

program shall receive seventy five percent (75%) of CCSI's single monthly contribution to be paid toward an annuity for the employee.

Health insurance coverage and the annuity benefit is prorated in instances where an employee qualifies for the health insurance program but works less than full-time at CCSI or for less than a full year. Employees are responsible for all remaining balances toward single and family health insurance coverage.

If at any time during the term of this Agreement, a change in federal or state laws or regulations becomes effective which affects the cost or availability of any of the employee benefits offered under this agreement, the parties hereto agree to reopen the Agreement for the express limited purpose of renegotiating the affected provisions.

Article IX – Grievance Procedure

- A. Grievance Definition: Any question of a deviation from or misinterpretation or misapplication of this Agreement.
- B. Working Day Definition: For the purposes of this Article, a working day shall be any day the school district office is scheduled open to the public for business. Days the office is scheduled to be open but does not open for any reason (snow day or other emergency day) will not be counted as working days.
- C. Grievances shall be presented and adjusted in accordance with the following procedures:

Section 1 - Informal conferences: (Optional step)

- A. A complaint shall first be discussed with the employee's immediate supervisor with the object of resolving the matter informally within thirty (30) working days from the date of the occurrence or within thirty (30) working days of the date on which the grievant reasonably should have had knowledge of the occurrence:
 - 1. By a member in person in his/her own behalf or;
 - 2. By a member accompanied by a union representative or;
 - 3. By an organization representative, if the member so requests.

- B. The Employer's Representatives will not discuss a grievance with any grievant at any step of the grievance procedure unless the Union has been given an opportunity to be present. In the event the matter is resolved informally and a Union representative chose not to be present at the adjustment of the complaint, the employee's immediate supervisor shall inform the Union the complaint has been resolved and the complete set of details of the resolution.

Section 2 - Formal Procedure:

- A. **Step 1 —Employee's Immediate Supervisor Level.** In the event the matter is not resolved informally, the problem, stated in writing, may be lodged with or submitted as a grievance to the employee's immediate supervisor within ten (10) working days following the informal conference of the complaint or, in the case of no informal conference having been held, informally within thirty (30) working days from the date of the occurrence or within thirty (30) working days of the date on which the grievant reasonably should have had knowledge of the occurrence.
1. A grievance may be lodged and thereafter discussed with the employee's immediate supervisor:
 - (a) By a member in person in his/her own behalf or;
 - (b) By a member accompanied by a union representative or;
 - (c) By an organization representative, if the member so requests.
 2. Within ten (10) working days after meeting with the Grievant to discuss the grievance, the employee's immediate supervisor shall state his/her decision in writing, and shall furnish one copy to the teacher, if any, who lodged the grievance, and one copy to the Union Representative.
- B. **Step 2 — Director Level.** Within ten (10) working days after receiving the decision of the employee's immediate supervisor, or within ten (10) days when the decision was due, a written appeal from the decision may be made to the Director. A copy of the original

grievance, the employee's immediate supervisor's decision at Step 1, if any, and any additional material deemed necessary by the Grievant shall accompany the appeal.

1. The Director, or the Board of Control at its discretion, shall, within ten (10) working days after receiving the appeal, meet and confer with the grievant and the union on the grievance with a view to arriving at a mutually satisfactory adjustment.
2. Any hearings held under this Article shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
3. Within ten (10) working days after the hearing required in Step 2 above, the Director or Board of Control shall communicate her or its decision, in writing, together with supporting reasons, to the employee's immediate supervisor, the Union representative, the President of the Union and to the Grievant.

- C. **Step 3— Binding Arbitration.** If the Director or Board of Control's written decision does not satisfactorily resolve the grievance, within thirty (30) working days following receipt of the Director or Board of Control's decision or within 30 days following the due date for issuance of the Director or Board of Control's decision, whichever occurs earlier, the grievance may be submitted by the Union to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The arbitrator shall follow the standard rules of the AAA, be consistent with the law and his/her decision shall be binding on the parties, but shall not amend, add to, subtract from or modify the agreement. Expenses for the arbitrator's services shall be borne equally by the Board and the Union.

Section 3 - General Procedures

- A. In all steps of the Grievance Procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose.
- B. The Grievant may or may not be represented by the union but under

no circumstance will the grievant be required to meet with administration without the union being given advanced notification and an opportunity to be present at the meeting.

- C. If the employee and the Director agree, the Informal Step and/or Step #1 of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal to the next step of the grievance procedure. Failure to appeal a grievance to the next step of this procedure within the specified time limits shall be deemed as acceptance of the decision.
- E. Time limits at any step of the grievance procedure may be extended by mutual written consent of the parties involved.
- F. Any grievance may be resolved by the parties at any step of the grievance process without establishing prejudice or precedent in the disposition of other grievances.

Article X – Salary

The Board shall pay the actual TRS contribution not to exceed 9.0 percent for all members who qualify for the retirement system. In the event any law or regulation is passed that causes CCSI's own contribution (currently established at .58%) to increase or eliminates CCSI's ability to "pick up" the employees' TRS contribution, then the CCSI shall be entitled to reopen this agreement mid-term for the sole exclusive purpose of negotiating its "pick up" or payment of the teachers' TRS contribution.

Teachers will have their 2019-2020 TRS annual salary increased as follows during the term of this contract:

2020-2021 School Year: \$1,500.00 includes TRS
2021-2022 School Year: \$1,650.00 includes TRS
2022-2023 School Year: \$1,800.00 includes TRS
2023-2024 School Year: \$1,950.00 includes TRS

Effective with the 2020-2021 school year the salary schedule is abolished.

Each 12-month, full-time instructor at CCSI who is not included on the salary schedule shall receive a salary increase of 2% each school year of this Agreement.

Each bargaining unit member at CCSI who is not included on the salary schedule and receives an hourly rate shall receive an increase in this hourly rate of 2% for each school year of this Agreement.

Longevity

Longevity will be paid to employees at the following rates. Upon entering the 27th year of service employees will be paid the following rate: The longevity will be grandfathered for any employee currently receiving it as of the 2019-2020 school year. Longevity will not be available or paid to any employee that was not receiving longevity in the 2019-2020 school year.

Employees at BS, Step 26 will be paid \$800.00 for each year of service beyond Step 26.

Employees at BS+, Step 26 will be paid \$850.00 for each year of service beyond Step 26.

Employees at MS, Step 26 will be paid \$900.00 for each year of service beyond Step 26.

Employees at MS+, Step 26 will be paid \$950.00 for each year of service beyond Step 26.

For payroll purposes, increases in pay/benefits per contract are to take effect as of the first pay period of each new contract year. In the case of new bargaining agreements approved after the start of a contract year, earned increases in pay and benefits will be reflected in the first payroll period after contract approval.

LPN Starting Base Salary: \$55,000.00

However, regarding the hiring of new nursing faculty, the starting salary may be adjusted higher by the Director and the Board of Control utilizing the following considerations:

- Market forces, such as hourly earnings for practicing RNs seeking to enter the teaching field;
- Comparison of salaries of current nursing faculty staff; and

- The candidate's current salary and years of nursing experience.

With Board/Director approval, limits may be waived in order to staff difficult to fill positions.

LPN Continuing Education Benefit

Upon receiving Bachelor + 16 hours of continuing education towards an approved master's degree program by CCSI, LPN instructors will receive an additional \$500.00 salary. Upon receiving a master's degree in a program approved by CCSI, LPN instructors will receive an additional \$1,000.00 salary.

Section XI – Extra-Curricular Stipends

Employees who serve as sponsor(s) of AWS Midwest Welding Tournament/SKILLS USA or HOSA, will be paid the following stipends:

\$1000.00 0-10 years sponsorship

\$2000.00 for over 10 years of sponsorship

Student organizations with participation of 20 or more students will automatically qualify to be assigned an additional sponsor at the stipend rate listed above. .

Payment to instructors for placement, coordination, and assessing of second-year vocational students in internship programs will be made on the May 30th payroll according to the following schedule:

\$500.00 per year 1-5 students placed

\$1000.00 per year 6-10 students placed

\$1,500.00 per year over 10 students placed

In the event the Skills USA or HOSA organization has a student or students qualify and compete at their respective National Competitions, the advisors that attend will be paid the following stipend:

\$170 per day

Article XII – Waiver and Complete Understanding

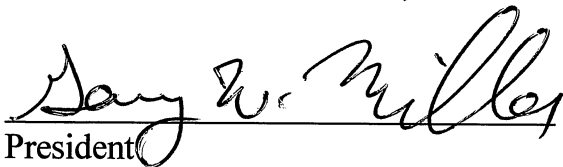
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific

agreement of the parties, and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, CCSI and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waive any right which might otherwise exist under law, practice or custom to negotiate over any matter during 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. Subject matters not referred to in this Agreement or statutes applicable to matters covered by this Agreement shall not be considered as part of the Agreement and/or remain exclusive Board and/or Administration prerogatives.

This Agreement is in effect July 1, 2020 and shall continue in effect until June 30, 2024. This Agreement shall expire at such expiration date unless it is extended for a specific period of time by mutual agreement of the parties or is replaced by a successor agreement.

In witness thereof:

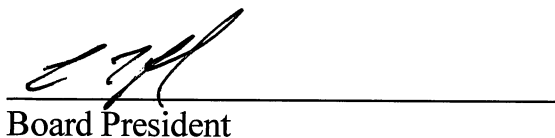
For the SWIFT Local #6600, Career Center of Southern Illinois

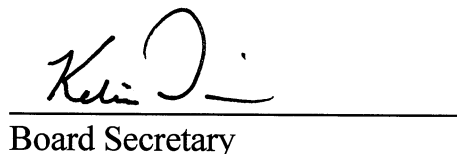

President


Secretary

Date: 7-22-20

For the Career Center of Southern Illinois


Board President


Board Secretary

Date: 7/22/20