

COLLECTIVE BARGAINING AGREEMENT

by and between the

**BOARD OF EDUCATION
DEER PARK COMMUNITY CONSOLIDATED
SCHOOL DISTRICT #82**

and the

**DEER PARK COUNCIL
AMERICAN FEDERATION OF TEACHERS
LOCAL 604**

SUPPORT CONTRACT

EFFECTIVE July 1, 2012

THROUGH

JUNE 30th, 2015

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ARTICLE I
INTRODUCTION

1.1 Agreement

This Agreement is entered into by and between the Board of Education of Deer Park Community Consolidated School District 82, Ottawa, Illinois, hereinafter referred to as the "Board" and the Deer Park Council AFT Local 604, hereinafter referred to as the "Union" which is hereby recognized as the sole and exclusive bargaining agent of the full-time support personnel employed by District 82, with regard to salaries, hours and terms and conditions of employment except exempt employees under the IELRA.

1.2 Management Rights

Except as limited by the express provisions of this Agreement, the Board retains all rights to manage and direct the affairs of Deer Park Consolidated School District No. 82 conferred upon or vested in them by law. The Board shall continue to exclusively exercise such rights during the period of this Agreement except as limited by the express terms of this Agreement. The authority and powers of the Board as prescribed by the Statutes and Constitution of the State of Illinois and the United States shall continue unaffected by this Agreement except as expressly limited by the express provisions of this Agreement, and then only to the extent that such authority and powers are delegable. These Board rights include, but are not limited to, the following:

- A. To determine Deer Park Consolidated School District's objectives, policies and budget;
- B. To supervise and direct employees subject to this Agreement;
- C. To recruit, employ and train employees;
- D. To lay off or relieve employees in accordance with the School Code of the State of Illinois;
- E. To discipline, suspend and discharge employees, consistent with the School Code and this Agreement;
- F. To establish, modify or eliminate courses of instruction, including special programs, and athletic, recreational and social events for students;
- G. To change, introduce, relocate, modify or eliminate existing programs, services, methods, equipment or facilities, except that, to the extent that these impact working conditions covered by the Illinois Educational Labor Relations Act, the parties agree to bargain the impact of such a change in working conditions;
- H. To evaluate and transfer all employees;
- I. To determine assignments, academic calendar, class schedules, class size and combinations, non-classroom assignments, the hours and places of instruction;
- J. To determine policies on student examinations;

functions and emergency work for holidays and weekends. A custodian asked to work the weekend or holiday, who works greater than forty (40) hours that week shall be paid at the legally required rate for those hours above forty (40).

2.3 Meetings

Should the employee be required to meet with the Superintendent or the Board regarding a matter which may result in disciplinary action, he/she shall be notified of the reasons for the meeting, and shall be entitled to have a representative of the union present.

2.4 Mileage Reimbursement

Any employee required by the Board to use his/her personal automobile for District purposes shall be allowed to claim mileage reimbursement in the performance of their duties when personal vehicles are used. All mileage claims must be filed with the Superintendent and must be in accordance with district regulations. The rate of reimbursement will be the IRS rate.

2.5 Statistical Data

The Union president may regularly examine the following current information:

- A copy of the annual audit report.
- For time periods prior to the expiration of this Agreement which are not covered within the then-current annual audit, a monthly statement of financial position within one (1) week after each such statement is approved by the Board.

The Superintendent will give the Union President information containing the salary, years of experience, and degree of educational attainment of each employee. The Union President will be permitted to access a complete copy of the agenda for every Board meeting as soon as it is prepared, as well as a copy of the official, approved Board open session minutes and legally required notices of all Board meetings and Board Committee meetings.

2.6 Personnel Records

Section 1. A personnel file for each employee shall be kept in the Superintendent's office. The following information shall be included in the file; however, additional information may be included in the file as appropriate. When information is placed in an employee's file, the employee will be notified.

- A. Completed withholding form.
- B. Service record information.
- C. Evaluation and communications.

Each individual employee shall have the right to see that the materials listed in subparagraphs (A) and (B) above are current.

1. Employees shall dress in a manner consistent with their job duties.
2. When employees are attending outside functions representing the School, they are expected to dress appropriately and in good taste.
3. Clothing and jewelry shall not be a distraction to the learning environment, or advocate prejudice against any group/individual.
4. Clothes shall fit appropriately and be in good condition.
5. Employees shall follow the school rule prohibiting hats and caps indoors.

2.11 Absences

If an employee is anticipating an absence, due to illness, the office staff should be notified no later than 7 a.m. on the day of the aforementioned illness.

2.12 Injuries

The Illinois State Workman's Compensation Act legally covers all employees of Deer Park School for accidents sustained while on the job. All injuries must be reported to the principal's office in a timely fashion on the forms provided.

2.13 Purchasing

All purchases to be paid for with school funds require approval in advance from the district superintendent/building principal. Unless this approval is obtained, payment and/or reimbursement cannot be assured.

To order an item, employees must complete a purchase order and submit it to the building principal and/or office administrator/business director. If the item is not part of the approved budget the employee must contact the building principal before completing a purchase order. If an item or service is purchased and reimbursement is requested, or if it is received prior to a purchase order being submitted, a voucher to request reimbursement or payment is to be completed.

2.14 Media Communication

In order to provide consistency, all media communication to and from Deer Park School must be processed through the principal's office, provided however, that this provision shall not be construed to inhibit employees from engaging in any Union communication.

2.15 Outside Employment

Employees covered under this Agreement shall file and keep current with the District Administration a home telephone number where they can be contacted when off duty, if necessary, including telephone numbers of other employers. Employees shall treat their work at Deer Park Community Consolidated School District #82 as their primary employment. Employees may not hold outside jobs which will interfere with their performance of their duties at Deer Park Community Consolidated School District #82.

ARTICLE IV
COMPENSATION/FRINGE BENEFITS

4.1 Payroll Distribution/Deductions

- A. Employees shall be paid twice per month on the 15th and 30th or on the Friday before those dates when they fall on a non-business day.
- B. Union Dues Deduction – Union dues of AFT members shall be withheld twice per month from salary checks and paid monthly by check to AFT Local 604.

4.2 Salary Provisions

The salary of the full-time Custodian shall be:

<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
\$33,961	\$35,194	\$36,457

Upon the creation of any additional full-time support position, the Board and the Union shall bargain compensation of such position.

4.3 Vacation

The current full-time Custodian shall receive three (3) weeks of paid vacation per school year.

4.4 Health Insurance

In 2012-2013, 2013-2014 and 2014-2015, the Board shall pay up to \$600 per month toward the cost of the premium for single health insurance for each employee. The deductible and level of coverage shall remain at the levels of the 2011-2012 school year. The Board and Union shall negotiate any change in the deductible, co-pay, carrier or coverage for the duration of the agreement.

In the event that that multiple full-time District employees qualify to be covered by one family insurance plan, the Board shall pay the amount it would otherwise pay toward the cost of single health insurance for each employee towards such family insurance coverage.

4.5 Life Insurance

Each employee shall receive life insurance, including accidental death and disability benefits, in the amount of thirty-thousand dollars (\$30,000).

Superintendent shall have ten (10) days in which to provide a written decision with reasons to the Union.

G. Step 3 – Board Level

If the grievance is not resolved by Step 2 within the time limits provided, the grievance may be heard by the Board at its option. The Union must refer the matter to the Board within ten (10) days of the expiration of the time limits set in Step 2 above. The President of the Board shall arrange for a meeting to take place with the employee and/or representative of the Union grievance committee within ten (10) days of its receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the President of the Board shall have ten (10) days in which to provide a written decision with reasons to the grievant and the Union.

H. Step 4 – Arbitration

If the Union is not satisfied with the disposition of the grievance at Steps 2 and 3, or the time limits expire without the issuance of the Superintendent's and the Board President's written reply, or if the Board elects not to hear the grievance, the Union may submit the grievance to final and binding arbitration through the American Arbitration Association (AAA). The AAA will be asked to submit a list of nine (9) arbitrators from which a final selection will be made by alternate striking by the Board and the Union. If a demand for arbitration is not filed within thirty (30) days of the date of the Board's Step 3, then the grievance shall be deemed withdrawn.

I. Evidence

Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

J. Limitation of Arbitration

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

K. Arbitration Award

The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper.

L. Costs

Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator shall be divided equally between the parties.

ARTICLE VI
FAIR SHARE

- A. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.
- B. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.
- C. Such fair share payments by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union within ten (10) workdays of said deduction unless required to remit a fee to the Labor Board for escrow.
- D. The Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from which earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.
- E. The Union and the Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.
- F. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.
- G. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits; or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions. The Union shall not be responsible for the attorney's fees of any attorney for the employer other than an attorney employed and supervised or directed by the Union.
- H. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

ARTICLE VII
FITNESS EXAMINATIONS

If there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the Board may require at its expense that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Board.

The parties witness thereto:

Sandy Heister

Council President
Deer Park Federation of Teachers
AFT Local 604
IFT/AFT/AFL-CIO

4/20/12
Date

Art Meis

Board President
Deer Park CCSD #82
Ottawa, Illinois

4/23/12
Date