

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, 2018

THROUGH

JUNE 30<sup>th</sup>, 2021

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;

- K. To determine the responsibilities and assignment of those in the bargaining unit, and to determine whether and to what extent work shall be performed by employees; and
- L. To supervise all operations, as well as the methods, processes, means and personnel by which any and all work will be performed.

1.3 No Strike or Lockout

Neither the Union nor any officers, or employees will engage in, any strike, sympathy strike, secondary boycott, slow down, concerted stoppage of work, or any other intentional interruption or disruption of the operations of the District or Board during the term of this Agreement. Any or all employees who violate any of the provisions of this Article may be disciplined by the Board. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

There shall be no lockout during the term of this Agreement.

1.4 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature 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 be automatically 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 the Agreement, if not affected by the deleted article, section or clause.

ARTICLE II  
WORKING CONDITIONS

2.1. Employee Work Day

- A. All employees covered by this Agreement, whether School year, Ten-Month, Eleven-Month or Twelve-Month employees, may be required to work up to forty (40) hours per week, with the individual time schedule developed by the District Administration and subject to building needs.
- B. On days when school sessions are canceled due to emergency situations and certified personnel are not required to report to work, employees covered by this Agreement may not be required to work, as determined by the District Administration and subject to building needs. If employee work for those days is canceled, employees compensated on an hourly basis will not be compensated for those days.
- C. The work day for the full-time custodian shall include a thirty (30) minute, duty-free lunch.

2.2 Holidays

All twelve (12) month full-time employees will receive legal holidays as required by State and Federal statute subject to any waivers received by the School from the State of Illinois. Additionally, the District Administration shall have the right to assign custodians to provide minimum security 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.

Section 2. All material to be placed in the official Board file shall be inserted in a timely fashion, and shall be date stamped to indicate the date said material was placed in the file.

- A. Upon written request, an employee shall have the right to review and have reproduced all materials, with the exception of confidential references, in the employee's District personnel file. Such review shall take place under the supervision of the designated Administrator concerned. Reproduction of the non-confidential materials will be made only by the District.
- B. Rebuttal letter. Employees shall have the right to respond to any materials in their personnel folder and have the response placed in the file.

## 2.7 Use of School Facility

The Union shall have the right to use the school facilities for Union meetings, provided that the Union or representative designee, regardless if such person is an employee, shall not conduct Union business during employees' working hours while such employees are on duty, and must restrict such on campus Union related activity to such employees' non-working hours including lunch and break periods, and after school. Such conduct shall not disturb the work of employees.

In addition, the union shall be allowed access to school equipment, including but not limited to computers, copy machines, mailboxes, Teacher's Lounge bulletin boards and fax machines; however, the District may charge reasonable fees for the use of copy machines and fax machines.

## 2.8 Union/Management Meetings

The Superintendent or his/her designee shall meet at least once a month or as needed during the months of September through May with the Union President(s) at mutually agreed upon times to discuss matters relating to the implementation of this Agreement. If more than one representative of the Union shall be present, the Superintendent may opt to have another person present at the meeting. Proposed changes in existing policies and procedures and new policies and procedures may be subjects for discussion at such meetings.

## 2.9 Employee Checkout

Employees are required to check out in the office when leaving the building for any reason. No one is to leave school for personal business or any other reason without contacting the building principal. All staff is encouraged to schedule medical appointments at times other than scheduled school days. Only the building principal or his/her designee is authorized to check staff members out of the building. Any property belonging to Deer Park School should be checked in and/or out at the office. Employee visitors should check in and out at the office.

## 2.10 Dress Code

In general, District personnel are expected to use good judgment in regards to dress in the interest of establishing a professional image for our employees, promoting good grooming among students, ensuring an environment conducive to learning and promoting a working environment that is free from unnecessary disruption. The following guidelines shall apply:

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.

## 2.16 New Employees

The following shall be applicable to employees covered by this Agreement who are hired after the date of execution of the Agreement.

- A. During the first twelve (12) months of full-time employment with the District, the employee's salary may be, at the Board's discretion, up to \$5,000 less than the applicable salary for then-current or predecessor employees in the same category of position.
- B. During the second twelve (12) months of full-time employment with the District, the employee's may be, at the Board's discretion, up to \$2,500.00 less than the applicable salary for then-current or predecessor employees in the same category of position.

## 2.17 Custodian Duties

The Custodian's job duties shall include such duties as are set forth on Exhibit "A", attached hereto.

### ARTICLE III LEAVES OF ABSENCE

#### 3.1 Sick Leave

Each full-time employee shall be entitled to eleven (11) sick leave days in 2018-19, twelve (12) sick leave days in 2019-20 and thirteen (13) sick leave days in 2020-21.

#### 3.2 Personal Leave

Each employee shall be granted three (3) personal days per year that can be rolled over into accumulated sick leave. Personal leave shall be without loss of pay or deduction of sick leave. No explanation is needed.

#### 3.3 Bereavement Leave

In the event of the death of a member of an employee's immediate family, including parents, spouse, brothers, sisters, children, stepchildren, aunts, uncles, grandparents, grandchildren, parents-in-law, stepparents, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, legal guardians and legal dependents, such employee shall be entitled to two (2) days of absence per year without loss of pay and without loss of personal or sick leave.

#### 3.4 Jury Duty

Payment in full by the Board shall be made to an employee on jury duty provided such employee refunds to the Board the amount received as payment for such service, assuming that pay for duty is less than the employee's regular pay. Daily rates received for such duties shall be reimbursed to the Board only for those working days when the employee was absent and do not include any compensation received for food or travel.

ARTICLE IV  
COMPENSATION/FRINGE BENEFITS

4.1 Payroll Distribution/Deductions

- A. Employees shall be paid twice per month on the 15<sup>th</sup> and 30<sup>th</sup> 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 in accordance with Article VI, Payroll Deduction.

4.2 Salary Provisions

The salary of the full-time Custodian shall be:

<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
\$42,135	\$43,963	\$46,096

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 2018-19, 2019-20 and 2020-21, the Board shall pay up to \$775 per month toward the cost of the premium for single health insurance for each Teacher. The deductible and level of coverage shall remain at the levels of the 2017-18 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 fifty thousand dollars (\$50,000).



ARTICLE V  
GRIEVANCE PROCEDURE

A. Definition

Any claim by an employee, group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, shall be a grievance.

B. Time Bar

A grievance may be filed within ten (10) days of the alleged action as defined in Paragraph A above.

C. Time Limits

All time limits consist of school days, except when a grievable action occurs less than twenty-five (25) days before the end of the current school term, time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days for the purpose of the grievance procedure shall mean teacher employment days.

D. Grievance Representation

Upon selection and certification of a grievance representative by the Union, the Board shall recognize such representative. At least one (1) Union representative shall be present at any meeting, hearing, appeal or other proceeding relating to a grievance which has been formally presented at Step 2 or beyond. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Union, provided the Union has been notified and the adjustment is not inconsistent with the terms of this Agreement.

E. Step 1 – Informal Resolution

The parties hereto acknowledge it is usually most desirable for an employee and his/her immediate involved supervisor to resolve problems through free and informal communications. When requested by either party, representatives may accompany the participants to assist in the formal resolution of the grievances at Step 1 or beyond. An in-person contact by the grieving party shall be made to resolve any alleged grievance by means of an informal, verbal discussion between the aggrieved and the Direct Supervisor or Superintendent within ten (10) school days of the occurrence of the event that purportedly caused the grievance. Failure to respond within ten (10) days will automatically continue the grievance to Step 2.

F. Step 2 – Superintendent Level

If the grievance is not resolved informally by Step 1, or Step 1 is bypassed, then the employee or the Union shall refer a formal grievance to the Superintendent or his/her official designee within ten (10) days after receipt of the Step 1 answer or within ten (10) days after the Step 1 meeting, whichever is later. The Superintendent shall arrange for a meeting with the representative of the Union's grievance committee to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop

facts pertinent to the grievance. Upon conclusion of the meeting, the 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.

M. Transcripts

If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties.

N. Duplication of Remedies

If the Union or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

O. Bypass

If the Union and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.

P. Union Participation

The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level beyond Step 2, and no employee shall be required to discuss any grievance if the Union's representative is not present.

Q. Grievance Investigation

The Board and the Administration shall cooperate with the Union in its investigation of any grievance, and further, they shall furnish the Union with such information requested as required by law for the processing of any grievance.

R. No Reprisals

No reprisals of any kind shall be taken by the Board or the Administration against an employee because of his/her participation in a grievance.

S. Release Time

No employee required by the employer to participate in any formal or informal aspect of the procedures contained and described within this article during the normal workday shall suffer any loss of pay or benefits for such periods of time as he or she is involved in such procedures.

T. Records

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

U. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

ARTICLE VI  
PAYROLL DEDUCTION

- A. The District shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his or her dues in accordance with the terms in which he or she authorized the dues deductions, the Union will notify the employer after the close of the revocation window.
- B. The District agrees to remit these dues and/or fees to the Union once each month that dues/fees are deducted. A list of teachers for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within ten (10) workdays.
- C. The Union shall indemnify and hold harmless the Board, it's 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.

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.

ARTICLE VIII  
NEGOTIATION PROCEDURES

The Board and the Union have the authority and duty to meet at reasonable times and negotiate in good faith in order to execute a written contract incorporating any agreement reached by the parties.

All requests for communication with the Board shall be channeled through the Superintendent or designated representative, and requests to the Union shall be made to the President of the Union or designated representative.

Unless both parties agree otherwise, negotiations are not to begin before March 1<sup>st</sup> of the expiration year of the contract. Facts, options, and proposals may be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on negotiable items. All tentatively agreed upon material shall be prepared for the Board and Union and initialed.

ARTICLE IX  
COMPLETE UNDERSTANDING

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except for mandatory subjects of bargaining as defined in the Illinois Education Labor Relations Act.

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 from the area of collective bargaining 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.

ARTICLE X  
DURATION

This Agreement will not be considered binding until the Union has formally notified the Board, in writing, of official acceptance of this document by the membership and subsequent approval by formal Board of Education action at a public meeting. Upon acceptance, this Agreement shall remain in full force and effect until June 30<sup>th</sup>, 2021.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

The parties witness thereto:

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

\_\_\_\_\_  
Board President  
Deer Park CCSD #82  
Ottawa, Illinois

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date