

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #73



And

CRESTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT #161

Collective Bargaining Agreement

Creston Support Staff

July 1, 2016 - June 30, 2020

AGREEMENT

This Agreement, to be effective beginning at 12:01 am, CDT on the 1st day of July 2011 by and between the Creston Board of Education situated in Creston, Illinois, hereinafter called the Employer, and Creston Support Staff Service Employees International Union, Local Union, No. 73 (SEIU); by the committee duly authorized to act in its behalf, hereinafter referred to as the Union, witnesseth:

1. JURISDICTION

The employer agrees to recognize Creston Support Staff, SEIU Local 73, as the sole and exclusive bargaining agent for all Maintenance Employees, Teacher Aids, Library Aids, Bus Drivers, and Cooks.

2. DISCRIMINATION

The Employer agrees that there shall be no discrimination by employer or any employer representative against officers and/or members of Local No. 73 engaged in the negotiation of agreements, the adjustment of grievances or the performance of committee work, in the interest of the Union and its members.

3. MANAGEMENT RIGHTS

The Union recognizes that the District has full authority and responsibility for directing its operations and determining policy. Among the Board's inherent managerial rights are the rights to set standards of service, to hire, supervise, and direct employees, to set a budget, and set policy and procedures. The District reserves to itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of Illinois and to adopt and apply all of the rules, regulations, and policies as are necessary to carry out its statutory responsibilities; provided however, that the District will abide by and be limited only by the specific and expressed terms of this agreement, to the extent permitted by law.

4. UNION RIGHTS

4.1 Union Activity During Working Hours – Paid Time Off

Union business will not be conducted during working hours, except where necessary to the contract administrative process, with notice given to the superintendent, and the superintendent gives approval as long as the absence does not impede the conduct of school business.

4.2 Time Off Not Detrimental

Such authorized time-off shall not be detrimental in any way to the employee's record.

4.3 Access to Premises by Union Representatives

The employer agrees that local representatives, officers, stewards, or SEIU staff representatives shall have reasonable access to the premises of the employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of administration of this Agreement and will not be during regular business hours.

4.4 Union Bulletin Board in Premises

The Union shall be allowed to place a Union bulletin board in a agreed upon area. The items posted by the Union shall not be political, partisan or defamatory in nature and appropriate for a grammar school setting.

4.5 Workplace Changes

The employer will meet with employees that are affected by major changes in their job description. The meeting shall consist of an explanation of the change. Any training necessary to fully implement the change will be provided. If the changes will affect the employment status of bargaining unit employees, the employer will notify the union of the change and, upon request, will negotiate in good faith over the effects of such changes. The employer will provide the Union with job descriptions for all bargaining unit members.

4.6 Volunteer Workers

The Employer shall not replace bargaining unit members with volunteer workers. The past practice of utilizing volunteers in assisting the current staff will be continued as long as the volunteers' efforts do not cause a loss of wages or job position.

4.7 Earning Rate and Use of Sick Time

Full time employees shall receive ten (10) paid sick days per school year. Part time employees shall receive five (5) paid sick days. When an employee uses a paid sick day, they will be paid in that payroll period for the used day. If the employee does not use all of the paid sick days by the end of the school year they will be paid for each unused day.

4.8 Other Uses of Sick Time

Sick time may also be used in times of death of members of the employee's immediate family, which shall include spouse, father, mother, brother, sister, mother-in-law, father-in-law, son, daughter, grandparents, grandchildren, brother or sister-in-law, or niece, nephew, aunt, or uncle.

4.9 Vacation/Personal Days

12 vacation days, 3 personal for current twelve month employees and past practice on holidays.

4 vacation days per year for part-time employees to be paid at Christmas Break if not taken.

4.10 Information Provided to Union

The employer shall provide the Union, in writing, with names and addresses, with one or more of the following personnel transactions involving bargaining unit employees who are paying dues, new hires, layoffs, suspensions, discharges, terminations, resignations and retirements, membership, suspensions, discharges and terminations shall be provided to the Union upon receipt of confirmation by the employer that the employee has received the written notice of the suspension, discharge or termination.

5. DISCIPLINE

The Employer agrees with tenets of progressive corrective discipline. Such actions shall be done in accordance with the policies and rules of the District. However, the seriousness of a given offense shall determine the appropriate disciplinary action or measures which shall include only the following and shall be presented to employees in writing. :

- a) oral (verbal) warning
- b) written warning
- c) suspensions with or without pay
- d) termination

Disciplinary action may be imposed upon an employee only for just cause. Discipline should begin with the supervisor. If the Employer has reason to discipline an employee, it shall normally be done in private, when it can be, in a timely fashion. Warnings shall be signed by the employee and placed in the employee's personnel file. An employee's signature does not constitute an admission of guilt, but only acknowledges receipt of such warning. Any notations of oral or written warnings imposed for tardiness or absenteeism shall be removed from an employee's official record if, from the date of the last warning, ten (10) years pass without the employee receiving an additional warning or discipline for any offense. Such removals shall only be done at the written request of the employee. Any discipline which could have been removed pursuant to the guidelines above yet remaining in an employee's file shall not be used for continued progressive discipline.

6. GRIEVANCE AND ARBITRATION PROCEDURE

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any complaint which may arise between the Union or any member covered under this Agreement and the Employer. A grievance under this contract is written dispute, claim or complaint arising under and during the term of this labor contract. It may be filed by either the Union or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of the contract. Grievances shall be heard during working hours. If any employee has a grievance which he desires to have considered, he shall present it in the following manner:

1. Within seven days after the event giving rise to the grievance, the employee or steward shall present the written grievance(s) in writing stating all of the facts upon which the grievance is based, the section of the Bargaining Agreement believed to be violated, and the relief sought to the superintendent. The superintendent shall answer the grievance not later than seven (7) calendar days after it is presented to him. If the superintendent fails to answer the grievance within seven (7) calendar days, it shall be treated as denied.
2. If the employee and his steward are not satisfied with the decision of the superintendent, the grievance shall then be presented in writing by the employee, or his authorized representative, to the District School Board. Such grievance must be presented by the employee or his representative within five calendar days after the date of the superintendent's answer or denial. Any decision which is not appealed by the employee or his authorized representative within five calendar days shall be considered settled. If the School Board fails to answer the grievance within five calendar days after the appeal is presented to them, it shall be treated as denied.
3. If the decision or denial or the Board is not satisfactory to the union, the grievance, together with the written record of the case shall be referred to a single arbitrator selected from a list of five arbitrators furnished by the Federal Mediation and Conciliation Service.
4. The selection of the single arbitrator shall be made by the Employer striking one of the five names furnished, then the Union striking one, this procedure to be followed until one name remains on the list. The name remaining shall be the arbitrator only for the grievance concerned. The decision of the arbitrator shall be accepted by the Employer and the employee as a final settlement of the grievance.
5. At least fourteen (14) calendar days prior to a scheduled arbitration, the Union representative and an Employer representative shall meet and confer and shall agree to the following: a written statement of the grievance including articles and sections of this agreement alleged to have been violated and

specific relief requested by the Union; facts that can be stipulated; disputed facts; and lists of potential witnesses.

6. The arbitrator shall have the authority only to interpret and apply the provisions of this Agreement and only to the extent necessary to decide the submitted grievance and shall not have the authority to add to, detract from, or in any way alter the provisions of this Agreement. The decision of the arbitrator shall be binding upon the parties.
7. The parties shall split the cost of the arbitrator. There will be no transcript unless all three parties, the arbitrator, the Union and the Employer, agree to have the hearing transcribed in which cost the Union and the Employer, shall share the cost equally. No oral or written warning shall ever be taken to arbitration provided that there is a second-level grievance hearing.

7. CHECKOFF

The Employer agrees to deduct from the pay of each member of the Union in its employ, regular monthly dues, and initiation fees, as may be levied by Local Union No. 73, and pay the same to the Secretary of Local Union No. 73, Chicago, Illinois, on or before the fifteenth day of each month during the term of this Agreement, and will furnish said Union a list of employee members' names and the amount deducted from each employee member's wages; provided, however, that such deduction will only be made by the Employer once each month and only after the Union has furnished the Employer the signed written authority of employees for making such deductions.

Hold Harmless: the Union agrees to indemnify and save the Employer harmless from any liability arising out of the discharge of any employee under the terms of the section listed above.

1. Upon receipt of a valid signed authorization form the Employer agrees to deduct from the employee's pay check uniform Union dues, initiation fees and/or any other contributions toward a Union-sponsored program or fund, and any increases thereto, and shall remit such deductions to the Secretary/Treasurer of the Union at the address designated by the Union to the Employer monthly.
2. Such authorized deductions shall be made in accordance with law. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.
3. Pursuant to the Illinois Public Education Relations Act, bargaining unit employees who are not Union members shall be required to pay their proportionate share of the costs of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues required of members ("Fair Share fee"). The Union shall certify to the Secretary the amount of the Fair Share fee. The Fair Share fee payment shall be

deducted by the Employer from the earnings of the non-member employees and paid to the Union in the manner forth above.

4. The Union shall indemnify and hold harmless the Employer, its members, officers, agents, representatives, attorneys 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 any action or omission to act by the employer for the purposes of complying with the provisions of this Article or in reliance on any list, notice, certification, information, form, affidavit or assignment furnished by or on behalf of the Union under any such provisions.
5. No temporary, provisional or emergency employee shall be subject to dues deduction under this article.
6. Non-members who object to payment of a fair share fee because of bonafide religious tenets or teachings of a church or religious body of which such employees are members may, upon approval of their objection by the Illinois Labor educational Board pay an amount equal to their fair share fee to a non-religious charitable organization as provided in Section 11 of the IELRA.

8. SAFETY

The Employer will make every reasonable effort to provide employees with safe working conditions, and the Union will lend its full support and encouragement to the practice of safety by employees. If a situation arises that is not life threatening then a labor/management meeting will be conducted within seven days to address the issue. If the issue cannot be resolved or is life threatening it would be referred immediately to the appropriate Agency. This provision is not subject to the contractual grievance provision of this agreement and under law, but states the understanding of the parties.

9. TERMINATION

During the term of this Agreement there shall be no strikes, slowdowns, picketing, stoppages of work or boycotts by the Union or it members. There shall be no lockout of employees by the Employer.

10. CONFORMITY TO LAW

No provision or clause of this Agreement may supersede State or Federal Laws. In the event that any provision of this Agreement or Application of any such provision is or shall at any time be held by a court of final and competent jurisdiction to be contrary to law, such provision, or such provision to the extent of such illegal application, as the case may be, shall be deemed to have been deleted from this Agreement, and all other provisions or application of this Agreement shall continue in effect.

11. SUCCESSORSHIP

This Agreement and any other mutually agreed upon amendments shall be binding on the parties hereto, their heirs, successors, administrators, and assigns which shall include but shall not be limited to mergers, restructuring of local school districts changes of employer administration, merger, the Employer shall be obligated to notify any potential successor and assign of the existence of a collective bargaining agreement, the rights, responsibilities, and obligations herein. The Employer shall also advise the bargaining unit of any potential change in successor or assign as soon as notice is practicable.

12. ECONOMICS

Wages:

2016-2017: 1.0% added to 2015-2016 base salary (except in lieu of the 1.0% increase, the library aide position shall receive a one-time increase of twenty-one (21) cents per hour and the technology aide position shall receive a one-time increase of eighty-two (82) cents per hour).

2017-2018: 1.0% added to base salary

2018-2019: 1.0% added to base salary

2019-2020: 1.0% added to base salary

Overnight Stipend \$150.00 and Meal Stipend \$50.00

13. ME TOO CLAUSE

If any employee of the District receives a raise greater than the 1.0% during the term of this agreement, than all of the bargaining members of this unit shall receive a wage increase equal to the greater amount.

14. MAINTENANCE POSITION

1. The Maintenance position shall be subject to a six month probationary period during which the employee may be dismissed with or without cause. Thereafter, dismissal shall be for just cause and subject to the contractual grievance procedure. The Maintenance position shall not accrue or use sick, vacation or personal time during the probationary period.
2. The Maintenance position annual salary shall be \$35,700 during the first year of employment. Thereafter, salary shall increase at the bargaining unit's collectively bargained annual rate of annual increase.
3. The Maintenance position shall receive ten vacation days annually. Vacation shall be used during non-school attendance days. Unused vacation time shall not carry over to the following year. Maintenance position vacation time shall increase by three days per

contract year, to a maximum of nine additional vacation days or a total of nineteen vacation days.

4. The Maintenance position shall receive ten days of sick leave. As with other members of the unit, unused annual sick leave shall be paid as a bonus on June 30, and shall not carry over to the following year.
5. The Maintenance position shall receive three personal days per year. Unused personal days are not cumulative. Unused personal days do not carry over into the following school year.
6. Paid days off for maintenance position:

- Labor Day
- Columbus Day
- Thanksgiving Thursday and Friday
- December 24 and 25
- December 31 and Jan 1
- Martin Luther King
- Pulaski Day
- Good Friday
- Memorial Day
- 4th of July

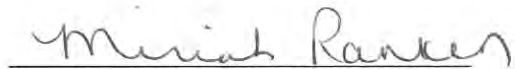
*If one of the aforementioned paid days off falls on a weekend day, then that paid day off shall be observed on the closest work day either preceding or following said paid day off.

This Agreement shall remain in full force and effect from July 01, 2016 through until midnight June 30, 2020.

For the Board, Creston CCSD #161:

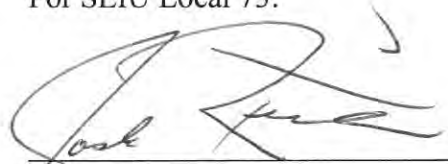


President, Board of Education



Secretary, Board of Education

For SEIU Local 73:



Union Representative



Bargaining Committee