

## **AGREEMENT**

The Board of Education of the Collinsville Community Unit School District No. 10, State of Illinois (hereinafter referred to as the "Board"), and the Collinsville Education Association, an affiliate of the Illinois Education Association and the National Education Association (hereinafter called the "Association"), on behalf of the Association and behalf of the employees in the bargaining unit recognized and described in Article I of this Agreement, agree as follows:

### **ARTICLE I: RECOGNITION**

**Section 1.** The Board of Education of School District No. 10, Madison County, Collinsville, Illinois, recognizes the Collinsville Education Association as the sole and exclusive negotiating agent for all regularly employed professionally certified personnel, except for administrative and supervisory personnel. When used hereinafter in this Agreement, the term "teacher" or "teachers" shall refer to a member or members of the bargaining unit represented by the Association.

## ARTICLE II: ASSOCIATION RIGHTS

- Section 1.** Attainment of educational objectives of the District requires mutual understanding and cooperation between the Board, the Administrative and Supervisory Staff and the Professional Teaching Personnel. To this end, free and open exchange of views is desirable and necessary, with all parties in deliberation leading to the determination of matters of mutual concern.
- Section 2.** The Association and its representatives shall have the right to use school buildings for meetings outside of school hours provided that when special custodial service is required, the Board may make a reasonable charge if a custodian is needed.
- Section 3.** All members of the Association Board of Directors shall have the right to call meetings of the membership in that building. Time for announcements of the date and place of Association meetings shall be provided in regular staff meetings in each building if the Principal is informed in advance.
- Section 4.** Names and addresses of newly hired employees shall be provided to the Association following approval of their contracts.
- Section 5.** The first Thursday of each month shall be for Association meetings and no school-sponsored teachers' meeting shall be held on this day.
- Section 6.** Officers and delegates of the Association shall be excused without loss of pay for an aggregate of forty (40) days for Association conferences and business with the provision that the Association pay the cost of the substitute teachers. Official request for such released time shall be made by the President(s) of the Association to the Superintendent or his/her designee. Each Co-President may use no more than fifteen (15) Association days in any one contract year. All other officers and delegates of the Association may use no more than twelve and one half (12 ½) Association days in any one contract year.
- Section 7.** The Association may appoint Association Members in each building as its official representative who shall be recognized by all parties to this Agreement.
- Section 8.** An employee shall have the right to have Association representation at all meetings which relate to potential or actual adverse employment action against the employee. The employee shall also have the right to Association representation at any follow-up meetings. The supervisor, administrator, or Board shall notify the employee and Association Representative in writing at least three (3) workdays in advance of any such meetings (except in cases in which the administrator determines is an emergency), giving reasons for the meeting.
- Section 9.** Employees shall have the right to examine, in the presence of the person responsible for the files, the contents of their personnel file in their building and the central office except for those documents that are exempt by law. Copies of the contents of the file which are not restricted may be made available to the employee subject to a fee schedule.
- Section 10.** An employee shall examine all material of an evaluative nature to be placed in their personnel file prior to its inclusion in the file.

**Article II: Association Rights (cont'd.)**

- Section 11.** The Association shall have the use of the institutional bulletin boards, mailboxes and other communication media.
- Section 12.** Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms and conditions of employment for reason of membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.
- Section 13.** Within thirty (30) days of ratification of the Agreement, the Board shall have sufficient copies of the Agreement prepared and delivered to the Association for its distribution to each employee in the bargaining unit.
- Section 14.** In an attempt to keep the Association informed, an agenda of all regular and special meetings of the Board will be provided to the Association President(s) prior to the meeting, along with minutes of the preceding meeting.
- Section 15.** The Board shall not issue individual employee salary statements during negotiations before agreement has been reached between the Board and the Association. However, the Board may issue individual contracts to new employees.
- Section 16.** In the development of the operating procedures, we recognize the value and desirability of employee involvement and encourage their recommendations.
- Section 17.** The Association Board of Directors shall meet at regular monthly intervals with the Superintendent of Schools to discuss matters of common concern. These matters may include, but are not limited to (1) practices that affect the welfare of pupils and/or employees, (2) alleged injustices that may develop because of the lack of Board or administrative policy, (3) the professional conduct of staff, and (4) matters that reflect on the School District and/or the teaching profession.
- Section 18.** The teaching staff shall be informed of any new program or project for utilization of special state or federal funds and the views of the Association shall be considered by the administration and Board of Education.
- Section 19.** Any teacher who is a member of the Association shall be granted payroll deduction of dues upon receipt of a signed dues deduction request form. Executed dues deduction request forms shall be furnished to the Business Manager prior to the first of the month in which the deduction goes into effect. The District shall not be responsible for any make-up deductions on requests. Such authorization for dues deduction shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.

## Article II: Association Rights (cont'd.)

### Section 20. Fair Share

- 20.1 Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- 20.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the employer shall deduct the fair share fee from the wages of the non-member.
- 20.3 Such fee shall be paid to the Association by the employer no later than ten (10) days following deduction.
- 20.4 In the event of any legal action against the employer brought in a court of administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel provided:
1. The employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and
  2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence obtaining witnesses, and making relevant information available at both trial and all appellate levels.
- 20.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages (actual or punitive), penalties, fines or interest and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article.
1. This indemnification obligation is understood not to apply in cases where the employer is willfully misapplying the provisions of this Article by deducting amounts not in accordance with this Article or by deducting amounts from employees not subject to deduction under this Article.
- Where the parties are in disagreement as to the employer's obligation under this Article, the Association may make an appropriate written demand upon the employer to conduct itself in accordance with any correct Association's interpretation of this Article. If the employer thereafter refuses to defer to any correct Association's interpretation, then the indemnification obligation will not apply.
- 20.6 The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.