

AGREEMENT BETWEEN

THE

FRANKLIN COMMUNITY UNIT SCHOOL
DISTRICT NUMBER 1 SUPPORT STAFF

AND

FRANKLIN COMMUNITY UNIT SCHOOL
DISTRICT NUMBER 1

JULY 1, 2015 - JUNE 30, 2018

ARTICLE I

RECOGNITION

- 1.1 The Franklin Community Unit District No. 1, Morgan County, Illinois, hereinafter referred to as the Board, hereby recognizes the CUSD No. 1 Support Staff/IEA-NEA, hereinafter referred to as the Association, as the sole and exclusive negotiating agent for all full and part-time support personnel. Specifically excluded from the bargaining unit are supervisory, managerial, confidential, short-term employees, students, substitutes, secretary to the Superintendent, secretary to the Board, secretary to the High School Principal, and the Bookkeeper.

ARTICLE II

NEGOTIATIONS PROCEDURE

2.1 MEETINGS

Negotiations for a successor agreement shall begin no earlier than January 15 of the year the agreement expires.

2.2 PROPOSALS

All items proposed for negotiation shall be presented in writing by the Association at the first session and thereafter shall not be expanded. The Board of Education may choose to present proposals at the first session.

2.3 TENTATIVE AGREEMENTS

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals, and to seek tentative agreements. Tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached, and upon final agreement the entire contract shall be submitted to the Association for ratification and subsequently to the Board for adoption.

2.4 LENGTH AND TIMES OF MEETINGS

Bargaining sessions shall be closed to the public. Dates of meetings shall be determined by mutual agreement.

2.5 MEDIATION

If both parties request the assistance of a mediator, the Federal Mediation and Conciliation service shall be contacted. If FMCS is unavailable for mediation services, the IELRB shall be notified.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 DEFINITIONS

- A. A grievance is a claim by the Association, employee, or group of employees involving an alleged violation of the terms of this agreement.
- B. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.
- C. 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, provided the adjustment is not inconsistent with the terms of the agreement.

3.2 PROCEDURE

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

For the purposes of this article, the employees covered by this agreement shall be considered to report to the Principal of the building in which they are housed. Where an employee works in more than one building, or in a building other than an attendance center, or where the Superintendent deems it otherwise appropriate, the Superintendent shall designate an immediate supervisor who shall receive employee grievances in the first instance.

- A. The grievant or Association shall present the grievance in writing within twenty (20) days of the date the employee knew or should have reasonable known of the occurrence of the event giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought to the supervisor immediately involved. The immediate supervisor shall arrange a meeting to take place within five (5) days after the receipt of the grievance. The supervisor shall provide a written answer to the grievance of the aggrieved employee within fifteen (15) days after the meeting.

- B. If the grievance is not resolved at Step A, the aggrieved or Association may refer the grievance to the Superintendent or official designee within ten (10) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal. Within fifteen (15) days of the meeting, the grievant shall be provided with the Superintendent's written response.**
- C. If the Association is not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendents written reply, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings.**

If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer, then the grievance shall be deemed withdrawn.

- 1. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement; his authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.**
- 2. If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.**
- 3. Each party shall share equally the cost of the arbitrator and the AAA.**

- 3.3 A. Failure of an employee or Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. Time limits shall be extended by mutual consent.**

- B. Any investigation, handling or processing of any grievance by the grievant shall be conducted so that the related work activities of the grievant or the work staff are not interrupted.**
- C. Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the employee and the Superintendent.**
- D. If the Superintendent and Association mutually agree, a grievance may be submitted directly to arbitration.**
- E. Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step B.**
- F. The Board acknowledges the right of the employee to have a local Association representative present, if the grievant requests one, at Step 3.2B and any Association representative, if grievant requests one, present at Step 3.2C. No employee shall be required to discuss any grievance if the Association representative is not present, if one is required.**
- G. No Reprisals. No reprisals shall be taken by the Board or the administration against an employee because of his participation in a grievance.**
- H. With the Superintendents approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in 3.2A - C.**
- I. All records related to a grievance should be filed separately from the personnel files of the employees. Any material used as exhibits from the personnel file should be placed back in the personnel file after a grievance/arbitration case has been decided.**
- J. A grievance may be withdrawn at any level, prior to submission to arbitration, without establishing a precedent.**
- K. If the Superintendent or designee and Association mutually agree in writing, the expedited rules of arbitration may be used instead of the voluntary labor arbitration rules.**

ARTICLE IV

EMPLOYEE DISCIPLINE

4.1 HEARING PRIOR TO DISMISSAL OR SUSPENSION

Prior to any dismissal or suspension without pay, an employee shall be entitled to a conference with the Superintendent or his designee. At such conference, the employee shall be informed of the reasons for the contemplated discipline, and shall be given an opportunity to reply. Any conference scheduled pursuant to this section shall be convened by written notice. The employee shall be entitled to have a representative of the union present at such conference.

ARTICLE V

EMPLOYEE AND ASSOCIATION RIGHTS

5.1 PERSONNEL FILE

Employees shall be given the opportunity to review the contents of their personnel files upon first giving two work days notice. An employee may request a copy of the contents of their personnel file no more than twice each calendar year. A charge shall be made for such copies equal to the charge made for other records. Should an employee disagree with any material contained in their personnel file, such employee may include a written response.

5.2 DUES DEDUCTIONS

Any member of the bargaining unit who has applied for membership in the Association may sign and deliver to the Boards business office an authorization for annual dues deduction. The appropriate authorization forms shall be provided by the Association. The authorization shall remain in effect from year to year unless the employee revoked said authorization between September 1 and September 15 of any year.

The Board shall deduct from each employee's paycheck the current dues of the Association provided that the Board has received the proper authorization form.

1. Pursuant to authorization, the Board shall deduct from the employees paychecks for a period of ten (10) months, beginning in September of each year.
2. The Board shall remit said deducted dues to the Association within ten (10) days following the pay period deduction.

5.2.1 Agency Shop

It is recognized that the negotiations and administration of this agreement entail expenses, which appropriately are shared by all employees who are beneficiaries of said agreement. To this end, if an employee does not join the Association such employee will:

- a) Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of collective bargaining process and contract administration, measured by the amount of dues uniformly required by members; or
- b) Pay directly to the Association a like sum. In any event, the money shall be handled in the same manner as Section 2.1.

5.2.2 In the event such an authorization is not signed or such direct payment is not made within 30 days following the commencement of employment of the employee or the effective date of this Agreement, whichever is later, the Board shall deduct the Agency Fee in equal payments as provided for 5.2.1 and transmit such amount to the Association.

5.2.3 The Association agrees to indemnify and save the Board harmless against any liability, which may arise by reason of any action taken by the Board in complying with the provisions of Section 5.2.2.2 including reimbursement for any legal fees or expenses incurred in connection therewith.

5.2.4 The Board agrees to promptly notify the Association in writing of any claim, demand, or suit or other form of liability in regard to which it will seek to implement the provisions of section 5.2.2 above and, if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

5.3 OTHER PAYROLL DEDUCTIONS

Employees shall have the right to authorize payroll deductions for annuities, credit unions and life insurance and medical insurance authorized by the district. The employer will pay the 403(b) administrative fees on behalf of the employee up to one dollar (\$1.00) for the participating employee per month to the Third party Administrator. Any Third Party Administration fees beyond the one dollar fee (\$1.00) will be paid by the employee.

5.4 USE OF SCHOOL BUILDINGS

The Board may, from time to time, permit the Association to use a room in a school building designated by the administration for meetings.

5.5 USE OF BULLETIN BOARDS AND MAILBOXES

The Board shall provide the local Association with a bulletin board and the Association shall have the right to post notices of activities and matters of Association concerns on designated bulletin boards in each work site for the Association's use only. The Board shall provide a mailbox for each employee. The Association may use the employees mailbox for communications to bargaining unit members.

5.6 BOARD AGENDA

A copy of the agenda for all regular and special open board meetings will be posted at the district office, at the building where the meeting will be held, and given to the union president, upon specific request.

5.7 BOARD MINUTES

One copy of the official open Board minutes shall be placed in the Associations mailbox or mailed to the Presidents last known address within five (5) days after the Board approves such minutes, upon specific request.

5.8 DOCUMENTS

The Board agrees to furnish one copy of the following to the President of the Association or designee after adoption and upon request:

- A. Districts budget (5036)
- B. Budget amendments
- C. Annual financial report (5035)

5.9 AUTHORIZED REPRESENTATIVE ON CAMPUS

Representatives of the Association shall be permitted to meet with individual members of the bargaining unit during such employee's duty free time (lunch

period, before or after work day) upon first notifying the school office. Such presence of an Association representative shall not disrupt school operations or the work of other employees. Nothing in this section shall oblige the District to maintain a building open after regular closing hours.

ARTICLE VI

EMPLOYEE EVALUATIONS

6.1 EVALUATIONS

Each full-time employee shall be evaluated at least once each year. The substance of such evaluation shall be reduced to writing and given to the employee. If the employee requests, in writing, an opportunity to discuss the evaluation, a conference to discuss the evaluation shall be held within seven (7) days of the request.

ARTICLE VII

VACANCIES

7.1 VACANY NOTICES

When a vacancy is determined to exist by the District, notice shall be posted in each building in the district September through May or in the administrative office June through August. Posting shall be for a minimum of five (5) work days unless the administration determines that an emergency exists. The District will only post vacancies in current regular positions.

7.2 TRANSFER AND PROMOTIONS

Any employee may apply for a vacant position in the district. Such application shall be in writing and given to the Superintendent or designee. Such application shall be considered along with others obtained when vacancies are filled.

7.3 DEFINITION OF VACANCY

A vacancy in a current regular position in the bargaining unit occurs when it has been vacated due to transfer, reassignment, resignation, retirement, death, termination, or through the creation of a new position that is not a Temporary Position as defined in

Paragraphs 9.6 or 9.7 hereinafter. The term “vacancy” shall not apply to a substitute who fills a position for an employee who has been granted a leave of absence or is unable to work because of injury or illness. If any employee accepts a Current Regular Position in a different job category, said employee loses all seniority in the previous job category and starts with no seniority in the new category. An employee may only be listed on one seniority list job category. If an employee splits his/her time between job functions in more than one category, the employee shall be listed on the seniority list for the job category in which the employee works the largest part of his/her work day.

ARTICLE VIII

WORKING CONDITIONS

8.1 LUNCH PERIOD

Those employees who work at least eight (8) consecutive hours shall be entitled to a thirty (30) minute to one-hour lunch period. The lunch period shall be with no pay and not included in the employees regular workday.

8.2 PHYSICAL EXAMS

The Board will pay the cost of all bus driver physical exams and drug tests required by the State of Illinois.

8.3 COMMERCIAL DRIVER S LICENSE

The Board will pay \$50.00 toward the cost of the Commercial Drivers License for bus drivers. However, the reimbursement for new drivers will be held in escrow until the end of their first year of employment. The Board will also pay for an annual physical and drug screen for each bus driver at a facility of the Board’s choosing.

8.4 INSERVICE

When an employee attends a district-approved in-service training program related to the employee’s job, the Board will pay for such attendance when conducted outside the regular work day.

8.5 SHIFT CHANGES

On days when teachers and students are not present, employees assigned to evening shift may request the opportunity to work the morning shift. Such requests shall be considered on a case-by-case basis by the building principal.

8.6 VACATION

After one year of continuous employment, 12-month employees shall be eligible for one (1) week of vacation; after three years the employees will be eligible for two (2) weeks of vacation; after completing the eighth year of employment the employees will be eligible for three (3) weeks of vacation; and after fifteen years the employees will be eligible for four (4) weeks of vacation.

8.7 HOLIDAYS

The following days shall be paid holidays for 12-month employees as long as designated regular, legal school holidays. Christmas Eve, Christmas Day, New Years Eve, New Years Day, Independence Day, if these fall on a weekend the preceding Friday or following Monday will be the holiday as long as school is not in session. 9 month employees will receive their normal daily rate of pay for Thanksgiving, Christmas Eve, Christmas, New Year's Eve and New Year's Day.

Independence Day

Labor Day

Veterans Day

Thanksgiving

Christmas Eve

Christmas

New Years Eve

New Years Day

Kings Birthday

Lincolns Birthday or President's Day (depending on which day is honored by the school district)

Spring Break Friday

Spring Break Monday

Memorial Day

Employees required to work on any of the above days shall be paid double time.

8.9 BREAKS

Employees assigned to work eight (8) hours or more per day shall be allowed two 15-minute breaks per day to be scheduled by their supervisor after the second hour of work and before the seventh hour of work. Such breaks will be taken in a place designated by the supervisor.

Persons working at least four (4) hours but less than eight (8) hours will receive a 15-minute break during the first four hours of work.

ARTICLE IX

SENIORITY

9.1 Seniority shall be by category of position and shall begin with the first day of employment in category. Seniority shall be lost upon resignation, dismissal or retirement. If the Board determines to decrease the numbers of educational support employees in a category or to discontinue a particular type of educational support service, the employee with the shorter length of continuing service in the District within the respective category of position will be dismissed first.

9.2 **SENIORITY LIST**

The Board shall annually, by February 1, publish a seniority list for each category of position. Such seniority list will explicitly set forth the categories of employment for each employee and their seniority in their category of employment.

9.3 **EMPLOYMENT RIGHTS (RECALL)**

Upon recall of an employee to service after lay-off or other reduction in force, the District shall first give such employee a written notice of recall sent to the last known address of the employee.

In the event an employee fails to give written notice of acceptance of recall within ten (10) days of mailing as provided by this section, the employee's right to return to service shall be deemed ended.

9.4 **DEFINITION OF SENIORITY**

Seniority shall be defined as years of continuous service to the district beginning with the individuals first (1st) day of actual employment in the bargaining unit.

9.5 **JOB CATEGORY DEFINITIONS**

CURRENT REGULAR POSITIONS – are positions that require employees to work for a school year or year around and do not meet the Temporary Position definitions in Paragraph 9.6 or 9.7 in this Agreement. The following are a list

of current regular positions:

1. Bus Driver – shall have daily a.m. (drive students from their home to school) and p.m. (drive students from school to their home) routes and will also have opportunities on a rotating basis to drive midday and extra-curricular assignments as they occur.

2. Custodians – positions that maintain and clean district facilities: East Grade School; Franklin Jr./Sr. High School; Alexander Grade School.

3. Bus Maintenance/Mechanic: Oversees and performs maintenance of district transportation equipment and other duties as assigned.

4. Cooks – positions that provide food services at district facilities: Alexander Grade School; Franklin Jr./Sr. High School.

5. Noon Supervisor – AS NEEDED.

6. Teacher Aides – AS NEEDED.

7. If the Board establishes additional Current Regular Positions, such Positions shall be included in the above Category. If the Board abolishes one or more of the above Current Regular Positions due to a reduction in force or a reorganization, such Position(s) shall be deleted from the above Category. The Board shall give the Union at least thirty (30) days written notice prior to taking final action by the Board to either add or delete a Position from the Current Regular Positions Category.

New 9.6 – TEMPORARY POSITIONS

A position is a temporary position, and not a Current Regular Position, if the position exists for not more than 90 school days, or is a special education temporary position as provided in Paragraph 9.7 hereinafter, or is a summer position of not more than 90 calendar days.

New 9.7 – SPECIAL EDUCATION TEMPORARY POSITIONS

In the event there is a change in a student's IEP that requires the District to provide transportation for a student for what is reasonably expected to be less than one school year, then the Superintendent may create a temporary position to meet the District's legal obligation to provide the student with the mandated services. The Superintendent shall, within seven (7) days after creation of the

temporary special education position, notify the Union in writing of this temporary position, the expected duration of the position and the reasons why the position is being created. Upon written request by the Union, the Superintendent shall meet and confer about this position within seven (7) days of receipt of the Union's written request.

ARTICLE X

LEAVES OF ABSENCE

10.1 SICK LEAVE

Support service employees shall receive 13 sick days per year, pro-rated as to their regular work hours. Sick leave shall accumulate to 210 days for nine-month employees and 240 days for twelve-month employees.

10.2 PERSONAL LEAVE DAYS

Support service employees who work 600 or more hours per year shall receive two (2) personal leave days per year which may be used for personal business which cannot be completed after work hours. No such day shall be taken the day before or after a holiday. All such days shall be approved at least 72 hours in advance. Unused personal days shall accumulate as sick days.

10.3 LEAVE FOR JURY DUTY

When an employee is called for jury duty, the employee shall be granted leave with full pay. Leave for jury duty shall not be counted against allowance for personal leave or sick leave.

10.4 UNPAID LEAVE

Employees may request unpaid leaves of absence and the Board may approve on a case-by-case basis.

10.5 SICK LEAVE BUY BACK

Persons who have been employed in the district for at least nine (9) years, upon retiring or resigning from the district in good standing, shall be paid for up to 210 days of earned, accumulated sick leave at a rate of \$4.00 per accumulated hour.

ARTICLE XI

COMPENSATION

11.1 OVERTIME/COMPENSATION TIME

Persons covered by this agreement shall receive overtime pay at a rate of one and one-half hours for each hour worked over eight (8) hours per day. However, the district and the employee may jointly agree to award time off with pay in lieu of overtime pay at the rate of one and one-half hours for each hour worked over 40 hours in a work week.

11.2 CALL BACK DAY

A custodian, maintenance person, who is called back to work after being released to go home at the end of a shift shall receive a minimum of two (2) hours pay. Transportation employees will be guaranteed at least 1 ½ hours once they have punched in on time card.

11.3 EMERGENCY/EARLY DISMISSAL DAYS

When employees report for duty and then the district closes school due to an emergency and/or early dismissal with less than two (2) hours time from reporting time, said employee shall be compensated for a minimum of two (2) hours pay.

11.4 EXTRA-CURRICULAR DRIVING

The rate will be \$10.50 per hour for the duration of the contract, with a minimum of two (2) hours pay for all extra-curricular driving.

11.5 PAY DAYS

Pay days will be on the 15th and 30th of the month unless these dates should fall on a weekend or school holiday, in which case the pay day will be on the last work day preceding such days. End of pay periods will be the last regularly scheduled work day of the week and will be at least one (1) week prior to pay day.

11.6 REGULAR DRIVING ROUTES

All regular bus drivers driving routes, including, but not limited to AM/PM routes, Vocational, Kindergarten, will be paid in accordance to the salary schedule for bus drivers, at their regular hourly rate of pay.

11.7 TRAVEL

Where an employee is required to travel on school business and the District provides no vehicle for the employees use, mileage shall be reimbursed at the rate of forty-eight (.48) cents per mile.

11.8 NEW EMPLOYEE STARTING PAY RATES

Starting hourly pay rates for new employees hired in the duration of this contract shall be: At the discretion of the board, as long as anyone currently working under that job title is paid at an hourly rate that is equal to or greater than the new employee.

11.10 PAY SCHEDULE

	0.28	0.28	0.28	
	<u>2015-</u>	<u>2016-</u>	<u>2017-</u>	
<u>Bus Drivers \$21.50</u>	<u>2016</u>	<u>2017</u>	<u>2017-2018</u>	
Charlie Watson	16.63	16.91	17.19	
Tim Regul	16.63	16.91	17.19	
Denise Crow	15.68	15.96	16.24	
Shannon White	15.68	15.96	16.24	
Pat Carter	15.28	15.56	15.84	
<u>Custodians \$13.50</u>	0.38	0.38	0.38	
April Gilson	10.53	10.91	11.29	
Stacy Stephenson	12.25	12.63	13.01	
Christine Clayton	12.25	12.63	13.01	
Nathan Steelman	11.83	12.21	12.59	
Mike Day	10.83	11.21	11.59	
<u>Cooks \$16.50</u>	0.38	0.38	0.38	
Carol Seymour	15.51	15.89	16.27	
Karen Kaiser	15.51	15.89	16.27	
Connie Boston	10.33	10.71	11.09	
Pam Redd	10.08	10.46	10.84	

Marie Long	10.08	10.46	10.84	
Noon Supervisor \$13.50	0.38	0.38	0.38	
Christine Clayton	11:10	11.48	11.86	
Carol Tankersley	9.96	10.34	10.72	
Teacher Aids \$13.50	0.52	0.52	0.5	
Tammi Carpenter	10.22	10.74	11.26	
David Clevenger	10.02	10.54	11.06	
Ashley Trader	10.02	10.54	11.06	

11.10 A. SALARY PROPOSAL CLARIFICATION

- Each job title group has a maximum salary target.
- Maximum salary targets are good for the life of the contract.

11.11 INSURANCE ANNUITIES

The Board shall contribute twelve (12) equal monthly installments in the amount of four hundred and fifty dollars (\$450) the first year of this contract and four hundred and fifty dollars (\$450) the second year of this contract and four hundred fifty dollars (\$450) the third year of the contract toward health insurance for persons who are scheduled to work at least thirty (30) hours each week and who are eligible for personal insurance coverage under the rules of the insurance carrier for the district. Employees under this program may have deducted from their paychecks an amount equal to the remainder of any premium necessary for individual or family coverage under this insurance program. Both employee and board premiums will be tax sheltered. Current employees scheduled to work at least thirty (30) hours each week and who are eligible for health insurance and/or annuities will receive twelve (12) equal monthly installments in the amount of one hundred twenty-five dollars (\$125). Employees currently receiving the 12 installments of \$125.00 toward alternative insurance/annuities will continue to receive this benefit. Employees not receiving this benefit as of 1 July 03 will be required to work 40 hours to receive this benefit.

11.12 TIME CLOCK

If an employee has thirty (30) minutes or less between assignments the employee will not have to clock out on their time cards but shall perform other duties as assigned. If the employee has more than thirty (30) minutes before their next assignment the employee will clock out on their time card.

ARTICLE XII

TECHNICAL CLAUSES

12.1 COMPLETE UNDERSTANDING

This agreement constitutes the full and complete understanding between the parties. All rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall take no action which shall violate any of the specific provisions of this Agreement.

12.2 WAIVER OF ADDITIONAL BARGAINING

The parties acknowledge that during the course of the negotiations which resulted in this Agreement each had the right to make demands, proposals and counterproposals with respect to any matter not specifically excluded by law and that this Agreement has been arrived at following the full exercise of this right. It is therefore understood that neither party shall be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with regard to any subject or matter not referred to or covered by this Agreement whether such matter may have been known or unknown or otherwise subject to the contemplation of the parties at the time of negotiations.

12.3 NO STRIKE

During the term of this Agreement, and any extension thereof, no employee covered by this Agreement nor the Association, nor any person acting on behalf of the Association, shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District premises, any strike, slowdown, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

In the event of any violation or violations of any provision of this Article by the Association, its members or representatives, or by any employee, any violating employee shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board. The Association shall, upon

notice from the Board, immediately direct such employees, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violation(s).

12.4 SUPERSEDES PRIOR AGREEMENTS

This Agreement supersedes and nullifies all previous written agreements between the Board and the Association.

12.5 VALIDITY

Should any article, section or clause of this Agreement be declared illegal by a court or competent jurisdiction, then that part shall be deleted to the extent that it violates the law and the remaining articles, sections and clauses shall remain in effect.

DURATION

This Agreement shall be effective July 1, 2015 and shall remain in effect until June 30, 2018. This Agreement is signed on the 27th day of May, 2015.

In Witness Whereof:

For the Association:

For the Board of Education:

President

President

Secretary

Secretary