

NEGOTIATED AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF
ST. LIBORY CONSOLIDATED SCHOOL DISTRICT 30
AND THE
ST. LIBORY FEDERATION OF TEACHERS,
LOCAL #4884, IFT-AFT, AFL-CIO

2009-2012

President, St. Libory Consolidated School District 30 Board of Education

President, St. Libory Federation of Teachers 4884

ATTEST:

Secretary, St. Libory Consolidated School District 30 Board of Education

Secretary, St. Libory Federation of Teachers 4884

August 17, 2009

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I. RECOGNITION

The Board of Education of School District No. 30, St. Libory, Illinois (hereinafter referred to as the **Board**) recognizes the St. Libory Federation of Teachers, (hereinafter referred to as the **Teachers**) as the sole and exclusive negotiating agent for all regularly employed full and part time certified personnel, tenured and non-tenured. All managerial, supervisory, or confidential employees; and any other employees excluded by the Illinois Educational Labor Relations Act, and all other non-certified employees are exempt.

II. DUES DEDUCTIONS

- A. The Board shall deduct from each Federation member's pay the current dues of the Federation, provided the Board has an employee-executed authorization, the amount of which shall annually be certified by the Federation.
- B. Dues shall be deducted in nine (9) equal installments from pay check paid from September 1 to June 1. Dues deduction authorizations must be filed with the Superintendent by September of each year.

III. MEETINGS, NOTICES, AND GENERAL INFORMATION

- A. The Federation may be granted the use of the following:
 - 1. The use of a classroom for Federation meetings with prior Administrative approval;
 - 2. The use of classroom equipment, within reason and computers, typewriters, duplicating equipment, etc., with approval of the Superintendent for Federation communications.

IV. TEACHERS WORK DAY

- A. Teachers shall be required to attend after-school meetings, provided that said meetings are announced at least twenty-four (24) hours in advance and provided that the meeting does not exceed one (1) hour. During each work day each teacher shall be entitled to a duty-free lunch period equal to thirty (30) minutes. Any early dismissal for teachers shall be approved by the Superintendent. Teachers work day shall begin twenty (20) minutes prior to the start of the school day and the teacher's work day shall end at twenty (20) minutes following the end of the school day.

- B. On a rotating basis, two (2) teachers shall perform lunch recess duty during the last fifteen (15) minutes of the lunch period if the student lunch period is forty-five (45) minutes, ten (10) minutes of the student lunch period if the student lunch period is 40 minutes, or five (5) minutes if the student lunch period is 35 minutes. Teachers shall not be required to perform said duty more than three (3) times per week.
 - 1. Each teacher shall receive forty (40) minutes of planning time each day, or a total of 225 minutes per week.
 - 2. The Superintendent shall have the right to call emergency meetings.
- C. Detention Schedule
 - 1. A weekly detention schedule shall be developed by the Superintendent and staffed on a rotating basis.

V. TEACHER SALARY AND BENEFITS

- A. The salary schedule in effect is attached to and incorporated into this agreement.
 - 1. Each teacher shall have the option of being paid on a nine (9) month or a twelve (12) month basis, per school calendar. The teacher shall decide which option he/she will take at the beginning of the school year, (September 1) and cannot change this option until the beginning of the following year.
 - 2. Each teacher shall be paid two times per month, on the 15th and the last day of the month. If either the 15th or the last day of the month falls on a weekend, holiday, or other non-work day, teachers shall receive their pay on the work day that precedes the scheduled pay day.
- B. The District shall pay the employee portion of the TRS/THIS contribution at 100% of the TRS Creditable Earnings, subject to a maximum of 11.0%..

VI. LEAVES

- A. Each teacher shall be entitled to thirteen (13) sick days FY10 and 11, and fourteen (14) FY12 without loss of pay. Accumulation of unused sick days shall accumulate to the TRS allowable maximum. Sick days may be used for the employee or a member of his/her immediate family. For purposes of this article, immediate family shall include spouse, parents, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-

law, sisters-in-law, and legal guardians. A doctor's authorization may be provided if three (3) consecutive sick days are used.

During the time that a teacher is on paid sick leave, the District will contribute to the teacher's health insurance as if he/she were still actively employed. If a teacher has used up all available sick days, then the cost of the health insurance shall be paid by the District for up to six school-year months from the date of the last sick day, or to the date of termination of employment, whichever comes first.

Each teacher shall be entitled to three (3) personal days, also without loss of pay. Personal days shall not accumulate, and any unused days at the end of the school year shall either be paid off at the rate of pay equal to that of a substitute teachers' daily rate, or added to their sick days. Teachers shall give written notice requesting a personal day forty-eight (48) hours in advance to the Superintendent, or less with mutual agreement, subject to approval.

- B. Teachers shall be granted a maximum of four (4) days of leave per year for deaths in the immediately family. Two (2) of these days may be used outside of the immediate family.

VII. NEGOTIATIONS

- A. The Board and the Teachers agree that their designated representatives shall negotiate in good faith with respect to terms and conditions of this contract. Each party shall select their own representatives.
- B. Neither party shall bring to the table any new items to negotiate after the second (2nd) scheduled meeting.

VIII. EFFECT OF AGREEMENT

- A. The terms and conditions set forth in the Agreement represent the full and complete understanding between the Board and the Teachers. The terms and conditions may be modified only through the written mutual consent of both parties.
- B. Terms and conditions not expressly provided for in this Agreement are to be reserved unto the Board and its officers and the authority granted to them by statute shall not be diminished by this Agreement.

IX. SAVINGS CLAUSE

- A. Should any part of this Agreement be declared illegal by a court of law, then that clause shall be deleted from this Agreement to the extent that it violates the law. The remainder of the Agreement shall remain in full force and effect.

X. NO STRIKE

- A. The Teachers agree that during the terms of this Agreement that it or any of its individual members will not in whole or in part refuse to render complete service to the School District.

XI. GRIEVANCE PROCEDURE

- A. Definition - A grievance shall be defined as any dispute or disagreement arising from an alleged improper interpretation or application of the terms of this agreement.
- B. General Provisions
 - 1. Failure of the Federation or the grievant to act on any grievance within the required time limits shall cause the grievance to be abandoned.
 - 2. Failure of the administration or Board of Education to act or respond to a grievance within the required time limits shall allow the grievance to proceed to the next step of the grievance procedure.
 - 3. No grievant shall be required to discuss a grievance with an administrator or Board of Education member without a Federation representative present.
 - 4. No records of any grievance filed by any employee shall appear in the employee's personnel file.

XII. STEPS

- A. The grievant shall first make an attempt to resolve the dispute by means of an informal discussion with the administrator involved. Neither the grievance nor the administrator's response must be in writing.

- B. If the grievance is not resolved at Step 1, the grievance shall be reduced to writing and submitted to the Superintendent within ten school days. The written grievance shall state the following:
 - 1. The action(s) or omission(s) giving rise to the grievance.
 - 2. The contractual provision which the grievant or Federation believes has been violated.
 - 3. Remedy sought.
- C. Within ten school days of receipt of the written grievance, the Superintendent shall respond in writing to both the grievant and to the Federation president. The response shall either grant or deny the remedy sought and state the reason for the Superintendent's decision.
- D. The grievant or the Federation may appeal the decision of the Superintendent to the Board. The appeal shall be in writing and submitted to the Board president within ten school days of the Superintendent's denial of the requested remedy. Within fifteen days of receipt of the appeal, the Board shall meet to consider the grievance. Five days after this meeting, the Board shall respond in writing. The response shall either grant or deny the remedy sought and state the Board's reason's for the decision.
- E. If the Federation is not satisfied with the decision of the Board, then within thirty (30) calendar days of receipt of the Board's denial of the grievance the Federation shall submit the grievance for binding arbitration to the American Arbitration Association.
- F. Cost of arbitration shall be equally shared by the Board and the Federation.

XIII. JURY DUTY

- A. Employees who serve jury duty shall suffer no deduction from their compensation or benefits. Any compensation that they receive from the court for the performance of jury duty shall be given to the Board.

XIV. PARENTAL LEAVE

- A. Employees shall be eligible to receive maternal leave not to exceed six (6) weeks without doctor authorization including paid and unpaid leave. An employee may also be entitled to use paid sick leave for days as needed. An employee without sufficient accumulated sick leave for a paid leave of

this duration shall be entitled to unpaid leave for all or a portion of this period. Extended leave may be granted at the discretion of the Board.

- B. Employees are entitled to paternal leave not to exceed five (5) days, which shall be drawn from sick leave.
- C. The employee shall be covered under the health plan under the same terms and conditions as if he/she were still actively employed, provided sick leave days are available.
- D. The Board reserves the right to, at its discretion, grant other requests for paid and/or unpaid leaves of absence.
- E. A doctor's authorization for return to work shall be provided at the conclusion of such leave.

XV. HEALTH INSURANCE

- A. The Board shall contribute 100% of the premium cost for individual coverage, to a maximum of \$5,300 for each employee who qualifies for insurance coverage under the provisions of coverage established by the carrier. Any insurance costs for individual coverage over the maximum per year per full-time teacher will be split between the district and each teacher with the district picking up 40% of the increase and each teacher picking up 60% of the increase.

At least once in the duration of this agreement, a labor/management insurance committee shall be formed. The function of the Committee shall be to seek insurance bids, review insurance plans and to make recommendations for a district insurance plan. The Committee shall review the district's insurance each year and make any recommendations regarding the district insurance at the May board meeting.

- B. Employees who qualify for insurance coverage under the provisions of coverage established by the insurance carrier and who choose to waive health coverage shall receive an increase in their annual salary in the amount of \$3,800.00 per year.
- C. At their own expense, employees may enroll dependents under the current health care plan.

XVI. EVALUATION OF CERTIFIED EMPLOYEES

- A. The evaluation of certified employees shall be completed as described in the Illinois School Code Article 24A and shall establish a teacher evaluation plan which ensures that each teacher in contractual continued service is evaluated at least once in the course of every two school years. Superintendent and Union President will discuss a rotation which allows for approximately half of the evaluations done each of the two years in rotation. The plan shall include the following factors and shall establish the standards which denote that the teacher has conformed to his/her duties and responsibilities:
 - 1. A description of each teacher's duties and responsibilities.
 - 2. Personal observation in the classroom on at least two separate occasions.
 - 3. Attendance.
 - 4. Specific references to strengths and weaknesses, with observed examples of each weakness that include dates, times, circumstances, etc.
- B. Under no circumstances shall employees be secretly tape recorded. The Board shall take appropriate action to discipline those who violate this provision.
- C. Non-tenured teachers shall be evaluated at least two (2) times a year, following the same guidelines as set for the tenured teachers.
- D. Prior to the first observation, the superintendent shall provide the teacher with a copy of the evaluation instrument and discuss with the teacher the evaluation process.
- E. Each observation shall be followed by a post-observation conference. The teacher shall be given a copy of the evaluation two (2) days prior to the post conference with the administrator.
- F. The teacher shall be given a copy of any formal evaluation before it is placed in the personnel file. The teacher may attach a written response to the evaluation. Should the teacher choose not to sign the evaluation, the superintendent shall so note in the teachers signature space in the presence of a union representative, who shall also initial the item.

XVII. TEACHING ASSIGNMENTS

- A. Not later than May 15, teachers shall be given written notice of their tentative assignments (including grade/subject area, and room assignment) for the coming school year. Teachers shall be notified immediately of changes in their tentative assignments.

District teachers shall be notified of open district teaching positions. During the school year, open district teaching positions shall be posted in the office as soon as they become available. During the summer months when school is not in session, the Superintendent shall notify the Union President by telephone, of open district teaching positions as soon as they become available

XVIII. GENERAL WORKING CONDITIONS

- A. Each certified teacher shall be reimbursed, with approval of the Superintendent or the Board, for supplemental supplies and materials. Within ten (10) calendar days after receipt by the Superintendent of receipted expenses, the employee shall be reimbursed for the cost of the supplies and materials. The supplies and materials for which the employee is reimbursed shall remain the property of the school district.
- B. Core subjects shall not be combined to include more than one grade level unless the teacher has had an opportunity to offer input on this decision to the Superintendent and the Board of Education. Core subjects shall include mathematics, science, reading, writing, social studies, and language arts. This section shall be void following a reduction in force.
- C. The President of the Union shall receive notice of all regular Board of Education meetings, and a copy of each meeting agenda 48 hours prior to the meeting. A copy of the minutes of each meeting of the Board shall be available to the President after they have been officially adopted by the Board of Education.
- D. A teacher shall not be required to attend any meeting which will result in disciplinary action unless the teacher is allowed to have a Union representative present.
- E. Nothing shall be placed into a teacher's personnel file unless the teacher has seen the item first and had an opportunity to discuss the item with the appropriate administrator. All items placed into a personnel file shall be signed and dated by the administrator placing the item into the file. Teachers may attach a companion report to any item in the personnel file. If a teacher refuses to sign, the administrator will so note on the item in the presence of a Union representative, who will also initial the item.

XIX. TUITION WAIVERS/STUDENT TEACHERS

- A. The Board of Education shall contact institutions of higher education for the placement of student teachers in the district. The cooperating teachers to whom student teachers are assigned shall receive the tuition waivers awarded by the institutions. Any tuition waivers for which the cooperating teacher has no use may be submitted to the district so that the district can provide the waiver to another teacher who is taking courses at the institution.

XX. EXTRACURRICULAR ACTIVITIES

- A. Faculty attendance is expected for the Open House and Graduation Exercise, unless expected under job performance evaluation.

XXI. FAIR SHARE

1. 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 nonmembers 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 nonmembers under state and federal law.
2. 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.
3. Such fair share payment by nonmembers shall be deducted by the Board from the earnings of the nonmember employees and remitted to the Union within ten (10) work days of said deduction unless required to remit a fee to the Labor Board for escrow.
4. The Board shall cooperate with the Union to ascertain the names of all employee nonmembers of the Union from whose 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.
5. 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.
6. 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.

7. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any 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 the attorney employed and supervised or directed by the Union.
8. 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.

XXII. SALARY, LONGEVITY AND INCENTIVE PAY

1. Salary schedules for the term of this agreement are attached as Appendix A. All teachers returning for the 2009-2010, 2010-2011, and 2011-2012 school year will move one step down on the salary schedule.
2. Longevity will be paid to those teachers on Step 15 of the salary schedule. Longevity pay shall be the difference between cell 14 and 15 of the lane teacher is in when he/she reaches Step 15.
3. For teachers who have five (5) or more years of teaching experience with St. Libory District #30 a \$50 per year (beginning in year 5) incentive increase will be paid in addition to the negotiated salary schedule increase. Incentive shall be paid in two lump sum payments on December 15th and May 15th of each year.
 - i.e. A teacher with ten (10) years of teaching experience at St. Libory School District 30 would receive a \$300 incentive pay increase in addition to his/her step and any negotiated wage increase.

XXIII RE-CERTIFICATION

- A. The District may offer in-service programs. Every effort will be made to design in-services so that they will assist teachers in completing their Certificate Renewal Plans (CRP). The District shall notify staff of the availability of the in-service programs and the amount of credit that will be granted for attendance.
- B. The Board shall provide a pool of \$1,5000.00 per year to reimburse teachers for graduate level tuition costs associated with re-certification, subject to the following conditions: Tuition shall include, but not be limited to, fees and books.

- a. Coursework eligible for reimbursement shall be from a fully accredited college or university. During a teacher's certificate renewal cycle (5-year period) if one course is needed that is less than a graduate level course reimbursement for that course shall be provided under the provisions of this section.
- b. Teacher must demonstrate successful completion of the course (i.e. the teacher's course grade must meet the grade requirement under the law for certificate renewal).
- c. Tuition shall be reimbursed fully up to the rate charged by SIU-Edwardsville.
- d. Any unused money from the Board provided pool shall accumulate to a maximum of \$5,000 and be available for use the following school year.
- e. Should more teachers apply for tuition reimbursement than there are funds available, reimbursement shall be prorated based on the semester hours taken.
- f. Reimbursement per teacher will be determined in June of each year.

XXIV TERM OF AGREEMENT

- A. This agreement shall be in full force and effect from August 17, 2009 to August 16, 2012

APPENDIX A

**St. Libory Federation of Teachers
2009-2010 Salary Schedule**

	<u>BA</u>	<u>BA+ 8</u>	<u>BA + 16</u>	<u>BA + 24</u>	<u>MA</u>
0	24,480	24,980	25,480	25,980	26,480
1	25,230	25,730	26,230	26,730	27,230
2	25,980	26,480	26,980	27,480	27,980
3	26,730	27,230	27,730	28,230	28,730
4	27,480	27,980	28,480	28,980	29,480
5	28,230	28,730	29,230	29,730	30,230
6	28,980	29,480	29,980	30,480	30,980
7	29,730	30,230	30,730	31,230	31,730
8	30,480	30,980	31,480	31,980	32,480
9	31,230	31,730	32,230	32,730	33,230
10	31,980	32,480	32,980	33,480	33,980
11	32,730	33,230	33,730	34,230	34,730
12	33,480	33,980	34,480	34,980	35,480
13	34,230	34,730	35,230	35,730	36,230
14	34,980	35,480	35,980	36,480	36,980
15	35,730	36,230	36,730	37,230	37,730

**St. Libory Federation of Teachers
2010-2011 Salary Schedule**

	<u>BA</u>	<u>BA+ 8</u>	<u>BA + 16</u>	<u>BA + 24</u>	<u>MA</u>
0	24,970	25,470	25,970	26,470	26,970
1	25,720	26,220	26,720	27,220	27,720
2	26,470	26,970	27,470	27,970	28,470
3	27,220	27,720	28,220	28,720	29,220
4	27,970	28,470	28,970	29,470	29,970
5	28,720	29,220	29,720	30,220	30,720
6	29,470	29,970	30,470	30,970	31,470
7	30,220	30,720	31,220	31,720	32,220
8	30,970	31,470	31,970	32,470	32,970
9	31,720	32,220	32,720	33,220	33,720
10	32,470	32,970	33,470	33,970	34,470
11	33,220	33,720	34,220	34,720	35,220
12	33,970	34,470	34,970	35,470	35,970
13	34,720	35,220	35,720	36,220	36,720
14	35,470	35,970	36,470	36,970	37,470
15	36,220	36,720	37,220	37,720	38,220

**St. Libory Federation of Teachers
2011-2012 Salary Schedule**

	<u>BA</u>	<u>BA+ 8</u>	<u>BA + 16</u>	<u>BA + 24</u>	<u>MA</u>
0	25,470	25,970	26,470	26,970	27,470
1	26,220	26,720	27,220	27,720	28,220
2	26,970	27,470	27,970	28,470	28,970
3	27,720	28,220	28,720	29,220	29,720
4	28,470	28,970	29,470	29,970	30,470
5	29,220	29,720	30,220	30,720	31,220
6	29,970	30,470	30,970	31,470	31,970
7	30,720	31,220	31,720	32,220	32,720
8	31,470	31,970	32,470	32,970	33,470
9	32,220	32,720	33,220	33,720	34,220
10	32,970	33,470	33,970	34,470	34,970
11	33,720	34,220	34,720	35,220	35,720
12	34,470	34,970	35,470	35,970	36,470
13	35,220	35,720	36,220	36,720	37,220
14	35,970	36,470	36,970	37,470	37,970
15	36,720	37,220	37,720	38,220	38,720