

AGREEMENT BETWEEN

OAKDALE CCSD 1

AND

OAKDALE EDUCATION ASSOCIATION – IEA – NEA

FOR THE SCHOOL YEARS

2014-2015

2015-2016

2016-2017

2017-2018

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ARTICLE I

RECOGNITION

- 1.1 The Board of Education of Oakdale C.C. Elementary District 1, Oakdale, Illinois, is hereinafter referred to as the "Board". The Oakdale Education Association-IEA-NEA, hereinafter referred to as the "Association" has been certified as the exclusive and sole negotiating agent for all teachers.

- 1.2 The Board agrees not to negotiate with any employee individually for the duration of this agreement on matters subject to negotiations according to Rules and Regulation of the Illinois Educational Labor Relations Act.

ARTICLE II NEGOTIATIONS PROCEDURE

- 2.1 It is agreed that the parties will jointly defer mediation from the Illinois Educational Labor Relations Board if a contract has not been reached fifteen (15) days prior to the first day of pupil attendance, unless the parties have, prior to that time, mutually agreed to mediation or deferral of mediation. The Federal Mediation and Conciliation Service will be requested to mediate if mediation is to occur.

ARTICLE III GRIEVANCE PROCEDURE

- 3.1 A grievance shall be defined as any claim in writing by the association or any member of the collective bargaining unit that there has been a violation, misrepresentation, or misapplication of the terms of this agreement.
- 3.2 All time limits in this Article shall consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term. Then time limits shall consist of all week days.
- 3.3 The parties hereto acknowledge that it is usually desirable for an employee and the administration to resolve problems through free and informal communications. If, however, the informal process fails to resolve a problem, a grievance may be processed as follows:
- 3.3.1 Step 1: The employee shall present the grievance in writing to the administrator within ten (10) days of the violation, misrepresentation, or misapplication of the terms of this agreement. The administrator will arrange for a meeting to take place within ten (10) days of the receipt of the written grievance. The grievant and the administrator shall be present at the grievance meeting and a representative of the association may be present. The parties shall review the grievance and seek a resolution. Within ten (10) days of the grievance meeting, the association and the grievant shall be provided with the administrator's written response.
- 3.3.2 Step 2: Failing to reach an amicable resolution at Step 1, the association or the grievant may request a hearing on the grievance with the Oakdale Board. The request for a Step 2 hearing with the Board must be submitted to the Board President within ten (10) days of the administrator's written response to Step 1, or the grievance shall be deemed to have been withdrawn. Within twenty (20) days of the request for a hearing, the Board shall commence a meeting to hear the issue. An Association representative, the grievant, and the administration and Board representative shall be present at the hearing. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within fifteen (15) days of the hearing, the Association shall be provided with the board's written response, including the reasons for the decision.
- 3.3.3 Step 3: If the grievant or the Association are not satisfied with the disposition of the grievance at Step 2, the grievant may submit the grievance to 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 ten (10) days of the Step 2 written response, the grievance shall be deemed withdrawn. The arbitrator shall not amend, modify, or add to the provisions of this Agreement. The Arbitrator's authority shall be strictly limited to deciding the issues submitted in writing by the Board and the employee. Should the decision of the Arbitrator become subject to review in the courts, the matter shall be filed in the

Circuit Court of Washington County. The Arbitrator's determination of the facts may not be set aside unless against the manifest weight of the evidence. His determination of the law may not be set aside unless it has been misapplied in the particular circumstances of this specific decision.

- 3.4 If no written decision has been rendered within the time limits indicated in each step, the grievance may proceed to the next step.

ARTICLE IV

ASSOCIATION RIGHTS

- 4.1 The President of the Association or the President's designee shall be given written notice of all regular and special meetings of the Board, together with a copy of the agenda or statement of purpose of each meeting, at least twenty-four (24) hours prior to the scheduled time of the meeting. If less than twenty-four (24) hours, the Association shall be notified at the same time and in the same manner as are the Board members.
- 4.2 The Board agrees to furnish to the Association the annual budget report and annual financial report of the district without charge.
- 4.3 One (1) copy of all Board minutes and the monthly financial report shall be provided to the President and the Association within seven (7) school days after Board approval.
- 4.4 An Association representative shall be given copies of all materials not of confidential nature, as defined in the Illinois Open Meetings Act, presented during meetings of the Board.
- 4.5 Dues Deduction: The Board shall deduct from each employee's pay the current state and national dues of the Association provided the employee has authorized such deductions. Dues shall be deducted each month for a period of nine (9) months, September through May. The administrator shall provide a check in the amount of the deductions made payable to the IEA/NEA to the Secretary-Treasurer of the Association no later than ten (10) days after the deduction. No charge shall be made to the Association or any of its members for the performance of this.
- 4.6 The Association shall have the right to hold general membership meetings for the Association business in the school building with prior approval of the building principal. The Association shall also be allowed reasonable use of copy machines, fax machines, computers, and printers.

ARTICLE V

TEACHER'S WORKING CONDITIONS

- 5.1 The teacher's normal work day shall be from 8:00 AM until 3:40 PM. Teachers shall be available as necessary to perform their professional duties and if necessary, extend their work day.
- 5.2 Teachers may be required to attend after-school faculty meetings, provided such meetings are announced no fewer than seventy-two (72) hours in advance, except in cases of an emergency.
- 5.3 During each work day, teachers shall be granted a thirty (30) consecutive minute lunch period between the hours of 11:30 AM and 12:30 PM.
- 5.4 Teachers may leave ten (10) minutes after the students have dismissed on early dismissal days and on Fridays or until every student under their care has left the building. On the last day of school students will be dismissed at 11:30 am, and the teachers shall be free to leave at the completion of their work duties.
- 5.5 Teachers shall be assured thirty (30) consecutive minutes of preparation time each work day. Teachers shall be provided their daily preparations time beginning at 3:00 p.m. each school day. It is understood that the bell for student dismissal from school will ring at 2:55 p.m. to assure that buses may leave by 3:00 p.m. This understanding regarding preparation time in no way changes the normal workday for teachers.
- 5.6 A teacher anticipating retirement may elect to notify the Board up to four years in advance in order to receive a six percent (6%) increase per year over their creditable earnings, as defined by TRS, for the prior year. This increase is in lieu of increases on the regular salary schedule which is attached as Appendix A. Such election shall be made by giving the Board written notice of retirement by July 31 of the year prior to the beginning of the school year that the teacher desires to begin receiving the six percent (6%) increase. The notice of retirement shall be irrevocable and shall give the anticipated date of retirement. The six percent (6%) shall be calculated on the teacher's salary for the previous year along with the additional \$1,150.00 insurance benefit (see section 8.8). The Board at its discretion may allow a teacher to rescind a notice of retirement providing the teacher and Board agree upon terms for the teacher to reimburse the extra compensation received as a result of the planned retirement.
- 5.7 Section 5.6 is intended to maximize a teacher's retirement benefits without subjecting the Board to penalties for exceeding the six percent (6%) cap determined by TRS. In no event shall this Agreement be interpreted to cause a retiring teacher's salary to exceed the six percent (6%) cap determined by TRS. If a teacher is compensated by mistake above the 6% limit, that teacher will reimburse the district the overpayment in order to avoid any penalty. The teacher may accept extra-curricular assignments and other extra duties without payment or at a reduced payment to avoid exceeding the six percent (6%) cap.

- 5.8 The teacher's work year shall consist of no more than one hundred eighty (180) teacher attendance days consisting of one hundred seventy-six (176) pupil attendance days and four (4) institute days. Extra institute days may be scheduled but will be voluntary in nature and may or may not include extra compensation outside of this agreement.
- 5.9 Teachers shall be allowed to leave the campus during their lunch period. Teachers leaving shall notify the office prior to leaving and upon their return to the school.
- 5.10 Should a teacher be required to assume the responsibility of head teacher in the absence of the principal/superintendent, the following criteria will be used. If a teacher has an administrative certificate, he/she will assume the role of the head teacher and will take on the responsibilities of the assistant principal. If there is no teacher with an administrative certificate, the head teacher will be the teacher with the greatest number of years of teaching experience. There is no compensation related to being head teacher.
- 5.11 School shall be dismissed at 2:00 PM the day before Christmas, Thanksgiving, and Easter vacations as well as the Spring Social event. Teachers may leave when students under their care have left the building.
- 5.12 Teachers shall not be required to sell tickets at sporting events.
- 5.13 Any extra-curricular monies shall be issued in separate checks and will be paid in April.
- 5.14 During the week prior to the quarterly distribution of grade cards, school shall be dismissed at 2:00 PM on one (1) day to be specified by joint agreement of staff and administration.
- 5.15 Teachers shall be notified of any change of assignment for the forthcoming school year no later than the last day of the current school year. After that date, grade level changes in assignment may only be made in case of extreme emergency. Any teacher requesting a change in grade level assignment must do so in writing to the superintendent, no later than the last day of the current school year.
- 5.16 It shall be the sole responsibility of the administration or school secretary to acquire a substitute in the event of the absence of a teacher or Special Education paraprofessional.
- 5.17 A substitute shall be hired in case of the absence of any teacher.

ARTICLE VI

FAIR SHARE

- 6.1 Each teacher, on or before thirty (30) days from the date of commencement of his or her duties or the effective date of this Contract, shall join the Association or pay a fair share to the Association for services rendered, which fee shall not exceed the dues uniformly required of members of the Association, including State and National dues, and which shall not include any fees for contributions related to the election or support of any candidate for political office.
- 6.2 The Association shall certify to the Board the amount of membership fees and fair share fees which have been established by the Association and which shall not exceed the limitations imposed on fair share fees by the Illinois Educational Labor Relations Act and any other legal requirement.
- 6.3 The Board shall deduct Association fees from teachers' paychecks in accordance with procedures mutually agreed upon by the Association and the Board. Such fair share payment by nonmembers shall be deducted by the Board from the earnings of the nonmember teachers and remitted to the Union within ten (10) days of said deduction.
- 6.4 The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relation Board.
- 6.5 The Association agrees to indemnify and save the Board harmless against any claims, demands; suits, or other liability arising out of the Board's deduction of money for Association fees from a teacher's pay.

ARTICLE VII LEAVES

- 7.1 All teachers shall be granted sick leave at the rate of twelve (12) days per year. Part-time teachers will receive a pro-rated amount based on their fractionalized employment status (see Appendix B).
- 7.2 Certified staff may accumulate unused sick leave up to 400 days.
- 7.3 Three (3) days personal leave may be taken upon one (1) week prior request to the superintendent, except this may be waived in case of an emergency. Part-time teachers will receive a pro-rated amount based on their fractionalized employment status (see Appendix B). Personal leave days may not be used the day before or the day after a three day weekend or the day before or the day after a holiday, except with prior approval of the superintendent. If the teacher exceeds the three (3) personal days granted during the said year, the teacher will be charged dock days for the days over the given three (3) personal days per year. Unused personal leave shall be credited as accumulated sick days.
- 7.4 An unpaid extended maternity leave of absence may be granted by the Board to any teacher for no more than one (1) year. The superintendent and teacher shall, one month before the leave is to begin, mutually agree on the date the leave shall begin. Said leave shall end only at the beginning of a school year or a school semester. Teachers on maternity leave shall notify the superintendent no less than thirty (30) days prior to the end of the leave period as to whether or not she will be returning to teach at the scheduled end of leave.
- 7.5 Teachers may use sick days for a maternity leave if the said leave is less than one year. The superintendent and the teacher will mutually agree on the date the leave shall begin and when the said leave shall end.
- 7.6 Teachers may use sick days for bereavement days for family or friends.
- 7.7 Teachers shall receive three (3) professional leave days to be taken at their discretion. The superintendent shall be notified of intent to take professional leave no later than one week prior. Said days may be used to attend conferences, workshops, or visitation to other schools. The teacher will provide a written evaluation of the day's activity to the superintendent within a week of the above.

ARTICLE VIII

SALARY AND FRINGE BENEFITS

- 8.1 Teachers shall be compensated in accordance with the provisions of this Agreement and the salary schedule attached as Appendix A.
- 8.2 Teachers shall be paid on a twelve (12) month basis.
- 8.3 Teacher pay days shall be the 10th and 25th of each month unless that date falls on a weekend. In this event, the pay date will be the last school day preceding the regular pay date. At such times as it may be necessary to mail a check to a teacher, the check shall be deposited in the U.S. mail on the regular pay date.
- 8.4 The Board shall make tax sheltered, each teacher's contribution to the Illinois Teacher's Retirement program.
- 8.5 Teachers receiving ninety percent (90%) or less of the provisions set forth in the salary schedule shall be by definition a part-time teacher.
- 8.6 Retirement Pay: Teachers who retire shall receive extra compensation which shall be paid to the teacher no later than sixty (60) days following the Teacher's last regular pay check. This compensation shall equal one hundred dollars (\$100) for each accumulated sick day the teacher had at their retirement that was not used for service credit with TRS with a total payment cap of \$8,000. This payment is not for duties performed as a teacher but as a consideration for the notice of termination of employment and tenure and as a thank you for service. Should this additional compensation be determined by TRS to be includable in creditable earnings and thus subject the Board to penalties for exceeding the six percent (6%) cap, this section (8.6) shall be void and have no effect.
- 8.7 Educational Training Increments – Teachers must earn a grade of "B" or better in graduate course credits from an institution of higher education accredited by a national accrediting agency. The credit shall apply toward advancement on the salary schedule for the school year following completion of the course and receipt of the official transcript. The grade slip shall act as official verification until receipt of the transcript. The credit must be earned in coursework which will enhance the teacher's skills in the performance of the teacher's duties or assignments. Courses taken by a teacher at the request of the administration or with prior approval of the administration will count toward advancement on the salary schedule. All official transcripts must be turned in by August 25th in order to be eligible to move across the salary schedule for that year.
- 8.8 Insurance: The Board shall pay \$1150 of the premium of an individual health and medical insurance plan. Those teachers who elect not to take insurance will receive an amount equal to the above premium added to their salary. Part-time teachers will

receive a pro-rated amount based on their fractionalized employment status (see Appendix B).

- 8.9 Placement on Salary Schedule: New teachers with previous public school teaching experience employed by the Board may be given up to five (5) years credit on the salary schedule. The number of years experience accepted will be based on the number of years credited by TRS.
- 8.10 Summer school pay rate for teachers will be \$20.00 per hour.

ARTICLE IX PERSONNEL EVALUATIONS

- 9.1 Teacher evaluation plans and procedures shall be established in accordance with the Rules and Regulations of the Illinois State Board of Education and the agreement between the school district and teacher RIF and Evaluation Committees.
- 9.2 The administration shall orient all teachers of the district prior to any evaluations as to the methods that shall apply when evaluating teacher classroom performance.
- 9.3 Each formal evaluation shall include a pre-conference that would take place no further than 2 days prior to the formal evaluation. Formal observations of at least thirty (30) consecutive minutes duration or at least one complete lesson. A copy of each formal observation shall be provided to the teacher at the post-evaluation conference.
- 9.4 A post-evaluation conference between the teacher and the administrator shall be completed within seven (7) school days of the evaluation.
- 9.5 Any non-tenure teacher will have at least two (2) formal evaluations each year. Any tenure will have one (1) formal evaluation every other year.
- 9.6 The administrator shall not present the evaluation of any teacher to the Board before the teacher has had an opportunity to respond in writing to the evaluation. The teacher's written response to the evaluation shall be a permanent attachment to the evaluation. The teacher shall be allowed three (3) school days to make such written response.
- 9.7 Under normal conditions, a final formal evaluation would not be made during the first or last month of the school year. At the completion of the final formal evaluation for the year a summative rating will be given to the teacher in accordance with state law.
- 9.8 It is understood that evaluation is an on-going criteria and is made up of several factors. Non-scheduled informal observations may occur throughout the year in addition to the needed formal observation(s). Any evidence received during the informal observation time that will be used towards a final summative rating will be given to the teacher within 7 days of the informal observation.
- 9.9 A teacher upon written request submitted to the Superintendent or the official designee, shall have the right to review and have copies made of the contents of his/her personnel file during the normal office working hours. The employee shall have the right to attach dissenting material to any item in his/her file.
- 9.10 The Oakdale Education Association and the Oakdale C.C.S.D. #1 Board of Education mutually agree to set aside the Waiver of Bargaining clause, Article 10.1 of the collective bargaining agreement between the Association and the Board, regarding issues related to the implementation of the School Reform Senate Bill 7 and House Bill

1197. Both parties mutually agree to formally bargain possible modifications to the collective bargaining agreement regarding issues pertaining only to the implementation of the above legislation and for no other purpose.

ARTICLE X

EFFECT OF AGREEMENT


- 10.1 Complete Understanding: The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The term and conditions may be modified only through the written mutual consent of the parties.
- 10.2 Savings Clause: Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses will remain in effect.
- 10.3 No Strike: During the term of this Agreement and while negotiations are in process, the teachers and the administration agree not to strike. A strike shall be defined according to Strike Rules and Regulations of the IELRB.
- 10.4 This Agreement shall be effective on the day before the first day of student attendance of the 2014-2015 school year and shall continue in effect until the day before the first day of the 2018-2019 school year. When either party executes written notification to the other party prior to May 1 of the year the Agreement expires that it wishes to renegotiate the Agreement, the parties shall meet no later than sixty (60) days after such notification is given.

This Agreement is signed this 10 day of March, 2014.

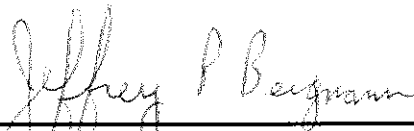
In witness thereof:

For the Oakdale Education
Association-IEA-NEA:

For the Oakdale School
District Board:



President



President



Secretary



Secretary

APPENDIX A

TEACHER SALARY SCHEDULE FOR 2014-2018

Each full-time teacher will receive \$1150 towards insurance or the \$1150 will be added to his/her salary.

Each part-time teacher will receive the fractionalized insurance according to Appendix B.

soft freeze

2014-18

Step	BS/BA	BS/BA+16	MS/MA
1	32,094	33,170	34,248
2	32,736	33,833	34,933
3	33,391	34,510	35,632
4	34,058	35,200	36,344
5	34,740	35,904	37,071
6	35,434	36,622	37,813
7	36,143	37,355	38,569
8	36,866	38,102	39,340
9	37,603	38,864	40,127
10	38,355	39,641	40,930
11	39,122	40,434	41,748
12	39,905	41,243	42,583
13	40,703	42,068	43,435
14	41,517	42,909	44,303
15	42,347	43,767	45,190
16	43,194	44,642	46,093
17	44,058	45,535	47,015
18	44,939	46,446	47,955
19	45,838	47,375	48,915
20	46,755	48,322	49,893
21	47,690	49,289	50,891
22	48,644	50,275	51,909
23	49,617	51,280	52,947
24	50,609	52,306	54,006
25	51,621	53,352	55,086

The above amounts include the teacher required contribution towards retirement paid to TRS and the teacher required contribution paid to the Teacher Health Insurance System.

APPENDIX B
FRACTIONALIZED EMPLOYMENT SICK PERSONAL LEAVE AND INSURANCE BENEFITS

	<u>Sick Leave</u>	<u>Personal Leave</u>	<u>Insurance</u>
80%	10 days	2 days	\$920
60%	7 days	2 days	\$690
40%	5 days	1 day	\$460
20%	2 days	1 day	\$230