AGREEMENT BETWEEN THE

BOARD OF EDUCATION OF DISTRICT #11 WASHINGTON COUNTY, ILLINOIS

AND

IRVINGTON EDUCATION ASSOCIATION IEA-NEA

CONTRACT YEARS

2021 - 2022

2022 - 2023

2023 - 2024

RECOGNITION AND DEFINITIONS

1.1 RECOGNITION

The Board of Education of District No 11, Washington County, Illinois, (hereinafter referred to as the "Board") recognizes the Irvington Education Association - IEA-NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all regularly employed positions requiring certification under Article 21 of the Illinois School Code (hereinafter referred to as the "Employee") exclusive of supervisors, as defined by the Illinois Educational Labor Relations Act.

1.2 EMPLOYEE BENEFITS

All employees included in the association shall be provided all benefits and conditions in this Agreement, except as specified to the contrary.

1.3 DEFINITIONS

A. DAYS

The term "days" when used in this agreement, except where otherwise indicated, shall mean days when the administrative office is officially open.

B. SUPERINTENDENT

The title Superintendent shall indicate the Superintendent of Schools or his/her designee.

C. <u>DUTY DAY</u>

Duty Day(s) means day(s) during which employees are required by contract to render service.

D. <u>INSTRUCTIONAL DAYS</u>

Instructional day(s) means any day(s) pupils are present for instruction.

E. PAID LEAVE OF ABSENCE

Paid Leave of Absence means that an employee shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which he/she enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during his/her leave.

F. NONPAID LEAVE OF ABSENCE

Nonpaid Leave of Absence (NLOA) means that an employee shall not be entitled to pay or benefits associated with continuous active employment.

G. IMMEDIATE FAMILY

Dependent means any spouse, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and legal guardian.

H. DAILY RATE OF PAY

Daily Rate of Pay means the employee's annual scheduled salary divided by the number of duty days required by the school calendar.

I. SITE

Site means a building or location where an employee(s) work(s).

ARTICLE 2

FRAMEWORK FOR COLLECTIVE BARGAINING

2.1 BARGAINING NOTIFICATION

The parties shall commence bargaining for a successor agreement no later than April 15th of the year the current contract expires.

2.2 MEDIATION

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement determines that the assistance of a mediator would be necessary. Should FMCS be unavailable, the parties may immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

2.3 <u>CONTRACTUAL AMENDMENTS</u>

The parties may modify or amend this agreement only by mutual consent. Such changes shall be reduced to writing, ratified and signed by the parties and become an amendment to this contract and considered a part of this Agreement.

EMPLOYEE RIGHTS

3.1 RIGHT TO ORGANIZE AND PARTICIPATE

Employees shall have the right to organize, join and assist the Association and to participate in negotiations with the Board or do so through representatives of their own choosing.

3.2 BOARD HEARINGS/EMPLOYEE RIGHTS

When any Employee is required to appear before an administrator or supervisor, a Board committee, or Board of Education, concerning any matter which is disciplinary in nature, or which could adversely affect their terms and conditions of employment, the Employee shall:

- **A.** be given at least forty-eight (48) hours prior written notice of the reasons for such meeting or interview and,
- **B.** be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview

3.3 RULES AND REGULATIONS

A copy of the official Board policy manual shall be available in the library for all employees. A copy of all new written Board policies or changes in Board policies shall be presented to the Association within fifteen (15) days after they are officially adopted.

3.4 EMPLOYEE NOTIFICATION OF ASSIGNMENTS

An Employee shall be given written notice of any change of his/her assignments for the forthcoming school year no later than sixty (60) calendar days preceding the first day of the new school term unless an emergency situation develops.

3.5 JUST CAUSE DISCIPLINE

No Employee shall be disciplined without just cause. Discipline includes, but is not limited to, warnings, reprimands, suspensions, reductions in rank, loss of professional advantage and discharge. At the time such action is taken, written notice of the specific grounds forming the basis for disciplinary action will be delivered to the Employee and the Association.

ASSOCIATION RIGHTS

4.1 ASSOCIATION MATTERS - BOARD AGENDA

The Board will consider requests for placement under "New Business", matters brought to its attention by the Association.

4.2 BOARD MINUTES - ASSOCIATION COPIES

One (1) copy of approved Board of Education minutes shall be placed in the mail box of the president of the Association as soon as they have been prepared.

4.3 PERTINENT INFORMATION - ASSOCIATION

The Association shall be furnished upon request a copy of readily available public information concerning the financial conditions of the district. The Board will grant reasonable requests for other pertinent information which may be relevant to negotiations. Nothing herein shall require the Administrative staff to research and assemble information. The Association will furnish copies of any pertinent information as reasonably requested by the Board or its designee.

4.4 PAYROLL DEDUCTIONS

A. PROCEDURES FOR PAYROLL DEDUCTIONS

The Board shall authorize the deduction from each employee's pay the current dues of the Association, beginning with the first paycheck of the new school year, provided that the Board has an employee-executed authorization form provided by the Association on file. The Association shall notify the district of dues prior to August 15th.

4.5 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT

The Association will be allowed the reasonable use of the following:

- A. the school building for meetings, if scheduled through the administration,
- **B.** employees' mailboxes, interschool mail, and teachers' lounge bulletin boards for the purpose of internal communications,
- **C.** school equipment, e.g. typewriters or copy machines, except when preempted by educational purposes. The Association will pay for all material used.

CALENDAR - WORK LOAD

5.1 LENGTH OF WORK DAY

The length of the work day for all Employees shall be seven (7) hours and thirty (30) minutes, except in case of early dismissal.

A. LUNCH PERIODS

All employees shall have a duty free lunch period equal to that of the students lunch period but no less than forty (40) minutes.

B. LIMIT ON EMPLOYEE'S RESPONSIBILITY

An Employee shall not be required to assume the responsibility of another Employee's students simultaneously with his/her own students, except in emergency situations.

5.2 CALENDAR

A. SCHOOL YEAR

The school year calendar shall consist of 185 days which shall include 176 student attendance days, four (4) workshop/in-service days and five (5) emergency days. Unused emergency days shall not become workdays. The work year for Employees shall not exceed 180 days which shall include the four (4) workshop/in-service days.

ARTICLE 6

WORKING CONDITIONS

6.1 SAFE WORKING CONDITIONS

- **A.** Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- **B.** If the employee becomes aware of a potentially unsafe or hazardous condition, the employee should report this situation to his/her immediately involved supervisor who shall promptly take steps to correct any unsafe or hazardous condition.
- **C.** An employee may refuse any direction(s) that he/she feels could reasonably endanger anyone's life, safety and/or welfare.

D. In the event of an emergency school or District closure, including but not limited to natural disaster, quarantine, or government order, employees shall receive their daily rate of pay and benefits. If make-up days are required by law, the Association shall negotiate said days with the Board.

6.2 ASSISTANCE FOR CONTROL AND DISCIPLINE OF STUDENTS

The Superintendent shall support and assist Employees with respect to the maintenance of control and discipline of students.

6.3 ADMINISTERING MEDICATION

Employees shall not be required to administer medication to pupils. Pupils shall be referred to proper, designated medical personnel for this function.

ARTICLE 7

LEAVES

I. PAID LEAVES OF ABSENCE

7.1 LEAVE

At the beginning of each work year, each Employee shall be credited with fourteen (14) leave days, the unused portion of which shall accumulate to a maximum of 340 days. Each employee who uses 1 or less leave days per year will receive an extra leave day the following year. The employee will receive one additional leave day for each ten years of service to the District. The Board shall furnish each Employee with a written statement at the beginning of each school year setting forth the total accumulated leave credit for said Employee.

7.2 VOLUNTARY CONTRIBUTION OF LEAVE DAYS

Each employee will be entitled to voluntarily contribute up to 6 days of leave time per fiscal year to another employee in case of catastrophic or major medical event.

7.3 ACCIDENT OR INJURY LEAVE

Absence due to injury or accident incurred in the course of the Employee's employment shall not be charged against the Employee's sick leave days. The Board shall continue the Employee's wages and benefits in full until Worker's Compensation payments begin.

7.4 JURY SERVICE AND OTHER RELATED APPEARANCES

Any Employee called for jury duty, shall suffer no loss of pay. The employee shall return to the district any dollars earned for jury service which occurred on a school day.

7.5 ASSOCIATION LEAVE

In the event that the Association desires to send a representative to local, state, or national conferences or on other business pertinent to Association affairs, such representative(s) shall be excused a maximum of two (2) days per year without loss of pay. The Association shall reimburse the district for the cost of a substitute teacher and give at least five (5) days notice..

II. NON-PAID LEAVES OF ABSENCE

- **7.6** Leaves of absence without pay or benefits may be granted for a period of up to one year to tenured employees upon written request and approval of the Board. Leaves of absence may be granted for:
 - **A.** Advanced study leading to a degree in an approved university or college.
 - **B.** Educationally related travel. The employee shall provide an itinerary and an explanation of how such travel will improve the educational program.
 - **C.** Military induction in any branch of the Armed Forces of the United States or being call for active duty in the National Guard or Reserve.
 - **D.** Other reasons petitioned to and approved by the Board.
- **7.7** Employees on nonpaid leave of absence may continue benefits if they reimburse the District on a prorated basis for the cost of said benefits.
- **7.8** Employees on nonpaid leave of absence shall not lose accrued sick leave, tenure, or seniority.
- **7.9** Employees shall not advance on the salary schedule or receive seniority credit while on any approved unpaid leave of absence.
- **7.10** The granting of such leaves will be wholly and unilaterally at the sole discretion of the Board. A refusal to grant such leave will not be subject to challenge through the grievance procedure.
- 7.11 An employee on a nonpaid leave of absence shall notify the superintendent, in writing, sixty (60) days prior to the date of their intended return to employment.

PERSONNEL FILE

8.1 <u>CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS IN FILE</u>

Only one official file shall be maintained. No material shall be placed in the file unless the Employee has had an opportunity to read such material. The Employee shall acknowledge that he/she has read any material by affixing his/her signature on the copy to be filed.

However, any information which has not been reduced to writing within thirty (30) calendar days following the event or occurrence may not be added to the file. Any materials not contained in the Employee's personnel file, may not be used to evaluate or discipline the Employee in any manner.

8.2 RIGHT TO RESPOND TO MATERIALS IN FILE

The Employee shall have the right to respond to any material which is entered into their file and his/her response shall be attached to the file.

8.3 RIGHT TO EXAMINE FILE

An Employee shall have the right to examine his/her personnel file within twenty-four (24) hours of request and to have a representative of the Association accompany him/her in such review.

8.4 RIGHT TO REPRODUCE MATERIALS IN FILE

Upon request, an Employee may reproduce any materials in his/her personnel file.

8.5 RELEASE OF INFORMATION

- **A.** The Administrative staff shall not divulge any of the contents of the personnel file including a disciplinary report, letter of reprimand or other disciplinary action to any person or party other than the employee except as follows:
 - 1. A School District official in a need-to-know capacity.
 - 2. The Employee has specifically waived written notice as part of a written, signed employment application with another Board.
 - **3.** The disclosure is ordered to a party in a legal action or arbitration proceeding.
 - **4.** The information is requested by a government agency as a result of a claim or complaint, or as a result of a criminal investigation.
- **B.** The Board shall review a personnel record before releasing information to any party other than the Employee (including School District officials) or except where ordered to a party in a legal action or arbitration proceeding, and delete disciplinary reports, letters of reprimand or other records of disciplinary action which are more than four (4) years old.

EMPLOYEE EVALUATION

9.1 PURPOSE OF EVALUATIONS

The primary purpose of employee evaluation shall be the improvement of classroom teaching performance. All evaluations shall be conducted in good faith toward this purpose.

9.2 EVALUATION PROCESS

- **A.** The classroom teaching performance of all regular full-time non-tenured teachers shall be formally evaluated at least two times a year. The first evaluation shall take place in November and the second shall take place in February.
- **B.** Tenured employees shall be formally evaluated at least once during every other school year.

9.3 NOTIFICATION

Employees shall be acquainted with the evaluation procedures by the Administration within six (6) weeks after the beginning of each school year. All evaluations shall include a pre-evaluation conference, an in-class observation, and a post evaluation conference between the teacher and the evaluator.

9.4 POST CONFERENCE

The evaluator shall have a meeting with the employee within ten (10) days following the classroom observation(s). Results of the formal evaluation shall be reduced to writing and a copy given to the employee within five (5) days following the evaluation.

9.5 EMPLOYEE RESPONSE

The employee shall have the right to submit a written response regarding any evaluation to be attached to the evaluation in question. The employee may also submit additional written comments following the post-evaluation meeting. All written evaluations and employee comments shall be placed in the employee's personnel file.

9.6 INFORMAL EVALUATION

Agreeing to the procedure outlined above does not limit the right of the Administration to utilize informal observations to evaluate employees during the work day or at assigned school functions. Any result from such observation that becomes a part of the employee's personnel file shall be discussed in a meeting with the employee. This meeting shall be held within five (5) days after the informal

observation to discuss remediating any deficiencies that may have been noticed. Any deficiencies noticed and suggestions for correction will be reduce to writing with a copy going to the Employee.

ARTICLE 10

SENIORITY, RECALL AND TRANSFERS

10.1 SENIORITY

A. Definition Of Seniority

Seniority shall be defined as the continuous length of service within the district in a position requiring certification. Accumulation of seniority shall begin from the employee's legal hiring date and time.

B. Part-Time

Part-Time employees shall accrue seniority

10.2 LOSS OF SENIORITY

- **A.** Resignation
- **B.** Dismissal for Cause
- C. Retirement
- **D.** Being on layoff for a period of time equal to seniority at the time of layoff or for two (2) years, whichever is greater.

10.3 REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

When the Board determines it is necessary to reduce the number of teaching staff members it shall follow the Illinois School Code.

10.4 NOTIFICATION OF LAYOFFS

Prior to public announcement of the Board, the Association shall be informed of the Board's possible decision to reduce the number of staff.

10.5 RE-EMPLOYMENT PROCEDURE AFTER LAYOFF

Any employee who has been dismissed under these procedures shall have recall rights as follows:

A. <u>RECALL RIGHTS</u>

Recall rights shall be in effect from the date of termination through two (2) calendar years from the date of his/her dismissal. If an employee becomes certified or qualified in areas other than their original position, they will be

considered for positions available in their new area. It is the employees' responsibility to furnish the district with such information.

B. RETAINED RIGHTS AFTER RECALL

Recalled Employees shall retain all rights that they had at the time of their Reduction In Force.

C. RECALL BY REVERSE SENIORITY

The Board shall offer by certified mail available positions to the most senior Employee laid off who is certified for the available position. It shall be the RIF'D employees responsibility to provide the district with a current address. The Employee must give a written response to the Superintendent within ten (10) days of receipt of the Superintendent's notice. If said Employee elects to pass on the position offered their name will go to the bottom of the recall list.

1. If the notified employee is not immediately available due to reasons beyond the employee's control, the employee will give notice within ten (10) days to the Superintendent. The employee then has thirty (30) days to become available for the position or loose the rights to said position.

D. TEMPORARY OR PART-TIME POSITIONS

Temporary or part-time positions will first be offered to employees with recall rights in the same order as for permanent positions. Acceptance or refusal of a temporary or part-time position will not affect the recall rights of an employee.

10.6 DEFINITION OF VACANCIES

A vacancy shall be defined as a position within the district presently unfilled including newly created positions, as well as such positions currently filled but anticipated to be open in the future. Open positions created because of a Leave of Absence shall not be considered a vacancy unless the Leave of Absence exceeds one year.

10.7 DEFINITION OF TRANSFER

Transfers shall be defined as either a voluntary or involuntary move from one position to another within the Association.

10.8 POSTING OF VACANCIES

Vacancies occurring within the district, including newly created positions, shall be emailed and posted on a designated bulletin board. Position as described above shall be posted at least ten (10) days prior to being filled.

10.9 VOLUNTARY TRANSFER APPLICATION

- **A.** Interested employees may apply in writing to the Superintendent, within the ten (10) day posting period. Receipt of a request for transfer shall be acknowledged by the Superintendent within five (5) working days.
- **B.** An employee may make a request, at any time, for a transfer to a position for which they are qualified. Any such application shall be kept on file for three (3) year(s). The Superintendent shall notify the employee when any vacancy occurs during this period of time.

10.10 MUTUAL REQUESTS FOR TRANSFER

Mutual requests for transfer shall be granted between employees with the same certification upon board approval.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 **DEFINITIONS**

A grievance shall be any claim by the Association that there is an alleged violation, misinterpretation, or misapplication of the terms of this agreement, a violation of Board Policy or a violation of a fair and equitable treatment of an Employee.

11.2 TIME LIMITS

All time limits consist of days which the Administrative office is officially open for business.

11.3 PROCEDURES

The parties acknowledge that an Employee and the Board may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

A. STEP I

The Association or the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance.

The Association's representative and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the Association shall be provided with the supervisor's written response, including the reasons for the decision.

B. STEP II

If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

C. STEP III

If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration following the American Arbitration Association guidelines.

11.4 **BYPASS**

By mutual written agreement, any step of the grievance procedure may be bypassed.

11.5 CLASS GRIEVANCE

Grievances involving more than one employee, may be initially filed by the Association at Step II.

11.6 NO REPRISALS CLAUSE

No reprisals shall be taken by the Board against any Employee because of the Employee's participation or refusal to participate in a grievance.

11.7 FILING OF MATERIALS

All records related to a grievance shall be filed separately from the personnel files of the Employees.

11.8 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn by written notice at any level without establishing precedent.

11.9 NO WRITTEN RESPONSE

If no written decision has been rendered within the time limits indicated by a step, then the grievance shall be deemed resolved in favor of the grievant.

11.10 EXPEDITED ARBITRATION

By mutual agreement of the Association and the Board, the Expedited Rules of the American Arbitration Association (AAA) shall be used instead of the Voluntary Labor Arbitration Rules.

11.11 **COSTS**

The fees and the expenses of the arbitrator shall be shared equally by the parties.

11.12 COURT REPORTER

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter. If the other party wants a copy, the other party must share the cost.

11.13 **SETTLEMENT**

By mutual written agreement of the Association and the Board, a grievance may be settled at any step.

ARTICLE 12

COMPENSATION AND RELATED PROVISIONS

12.1 LIFE INSURANCE

The Board shall provide ten thousand dollars (\$10,000) term life insurance. Employees may purchase additional insurance up to the maximum allowed by the insurance carrier.

12.2 ALLOTMENT INSURANCE

The Board shall provide a full hospitalization, major medical, and prescription drug program for each employee. The Association shall have the rights to bargain any change in the level of insurance benefits. The board shall pay up to 3% increase in the individual insurance premium. Any increase over 3% of the preceding year's premium shall be the responsibility of the employee. There is no cash option for employees choosing not to utilize the insurance benefit.

12.3 TWELVE-MONTH COVERAGE

The Board-provided insurance shall be for twelve (12) consecutive months.

12.4 NEW EMPLOYEE COVERAGE

Employees new to the district will be covered by all Board-provided insurance as of the first day of employment. Coverage will be paid for the lowest available plan. Employee may opt for higher plan at their own cost.

12.5 MILEAGE

Employees shall be reimbursed for all Superintendent approved mileage at the same rate approved by the Internal Revenue Service.

12.6 PAY PERIODS

All certified employees shall be paid semi-monthly over twelve months. Payroll dates shall be the tenth (l0th) and the twenty-fifth (25th) of each month or the nearest prior workday should either or both of the above dates fall on a weekend or holiday.

12.7 EXPERIENCE CREDIT - MILITARY SERVICE

Credit experience in the armed services of the United States will be allowed as credit "elsewhere" up to five (5) years. A year of military service is defined to include not less than nine (9) months of any twelve (12) month period. The dates of induction and separation from active duty will determine the period of service.

12.8 SALARY SCHEDULE

The salary schedule shall be as set for the appendix B which is attached to and incorporated in this agreement. Certified employees must perform 135 days of service during any school year to advance to the next step on the salary schedule.

12.9 ADVANCEMENT ON THE SALARY SCHEDULE

After the first sixteen hours above Bachelors Degree level an employee must have been admitted to an accredited graduate program and horizontal advancement must be approved by the Board.

12.10 T.R.I.P.

The Board agrees to pay the Employee's contribution to the TRS for the Teachers Retirement Insurance Program.

12.11 4 YEAR RETIREMENT PLAN

The Board shall pay in the amount allowed per statute not to exceed 3% during last four years of teaching. Teacher must give written notice of retirement date with understanding of repayment if that date changes.

CONTINUITY OF OPERATIONS AND EFFECT OF AGREEMENT

13.1 CONTRACT VS BOARD POLICY

The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

13.2 SAVINGS CLAUSE

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or changed by legislative action, 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 shall remain in full force and effect.

13.3 NO REPRISALS

The Association and the Board, having resolved the current dispute, agree to return the School District to normalcy. To promote this end, neither party, nor its agents, shall take any punitive action or reprisal against each other, any individual, including pupils, parents, or organizations, on account of participation, involvement, support, sympathy, or lack thereof as related to any activities involved in the current dispute.

13.4 NO STRIKE PROVISION

The Association agrees that it will not strike during the terms of this Agreement.

13.5 NO LOCKOUT PROVISION

The Board agrees that it will not lockout any Employee during the term of this Agreement.

EXTRA-CURRICULAR COMPENSATION

Athletic Director \$500.00

Coaches:

Cross-country + Track N. Wamac pays in CO-OP

Volleyball \$1,000.00

Scorekeeper Volunteer Scoreboard operator Volunteer Ticket seller Volunteer

DURATION

14.1 **DURATION**

This agreement shall be effective and shall continue in effect from August 2021 to August 2024 subject to other provisions of this agreement.

EDUCATION ASSOCIATION	N BOARD OF ED	<u>UCATION</u>
By:	By:	
By:	By:	
Ву:	By:	
•	DATE:	

TRS Salary Schedules 2021 - 2024

See Attachments for Salary Schedule:

Increases per year for the life of the 3 year contract are:

2021 - 2022 - 6% increase plus step of \$600.00

2022 - 2023 - 6% increase plus step of \$600.00

2023 - 2024 - 6% increase plus step of \$600.00