

# Collective Bargaining Agreement

September 1, 2019 – August 31, 2022

TAMAROA GRADE SCHOOL DISTRICT #5

**Board of Education  
& Tamaroa Education Association  
(IEA/NEA)**

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## PREAMBLE

The Professional Negotiation Agreement between the Tamaroa Grade School Board of Education and the Tamaroa Education Association, affiliated with the Illinois Education Association and the National Education Association, will provide the best possible environment for the education of the students of Tamaroa Grade School by providing an understanding of the problems and a vehicle for resolving those problems.

## ARTICLE I RECOGNITION

- 1.1 The Tamaroa Grade School Board of Education District #5, hereinafter referred to as the "Board" shall recognize the Tamaroa Education Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association" as the authorized organization to negotiate binding contracts of employment.
  
- 1.2 The Tamaroa Education Association may include all teaching personnel as outlined in HB1530 and employed by the Tamaroa Grade School Board of Education in District #5 of the State of Illinois except the Superintendent, Principal and Secretary of the Board.
  
- 1.3 The Tamaroa Grade School Board of Education shall negotiate exclusively with the negotiating committee of the Tamaroa Education Association on matters subject to negotiation.

## ARTICLE II

### EMPLOYEE AND ASSOCIATIONS RIGHTS

- 2.1 Employee Discipline – Rules and regulations governing employees’ conduct shall be reasonable, and enforcement of employee discipline shall be fair and exercised for a just case.
- 2.2 Non-discrimination – The Board and the Association shall not discriminate against any employee for reason of race, creed, color, marital status, age, sex, or national origin.
- 2.3 Right of Representation – When an employee is required to appear before the Board or the administration concerning any matter which could adversely affect the employee’s employment, the employee’s position, or the employee’s salary, the employee shall be entitled to have a representative of the Association present. Further, when an employee is required to appear before the Board, the employee shall be advised in writing of the reason therefore at least forty-eight (48) hours before the time designated for the appearance.
- 2.4 Personnel File – Each employee shall have the right, upon request to review the contents of said employee’s personnel file except confidential material withheld by law and to place therein written reactions to any of its contents.
- 2.5 School Code Rights – Whenever any rights or benefits accorded employees under the School Code of the State of Illinois or under other laws and regulations exceed the benefits or are diminished by mandate accorded employees elsewhere in this Agreement, then such rights and benefits shall be incorporated into, and become a part of or are withdrawn from this agreement.
- 2.6 Academic Freedom – Academic freedom shall be guaranteed to all employees, and limitations, when considered necessary, shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning man, society, the physical and biological world, and other branches of learning by the Board after consultation with the Association. A period of forty-eight (48) hours will be granted before discussion on limitations.
- 2.7 Right to Organize – Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms, and conditions of employment for reason of membership in the Association, participation in negotiations with the Board or the institution of any grievance, complaint or proceeding under this agreement.

- 2.8 Dues Deduction – The Board shall deduct from each employee’s pay the current dues of the Association, provided that the Board has an employee-executed authorization for continuing dues deduction, the amount of which shall annually be certified by the association. The authorization form shall be furnished by the Association. The authorization shall remain in effect from year to year, except that the employee may revoke it between September 1 and September 15 of any year.
- 2.9 Meetings, Notices and General Information – The association shall not be denied the following:
- a. The use of school buildings for scheduled meetings not to exceed (9) per year. A schedule of the Association’s regular meeting shall be turned into the office by September 15.
  - b. The use of employee mailboxes, interschool mail and school bulletin boards for the purpose of internal communications.
  - c. The use of the school equipment, e.g. typewriters and duplicating machines for local Association business given priority to District #5 school business for one dollar (\$1) per year.
  - d. The Association shall furnish its own paper.

ARTICLE III  
EMPLOYMENT CONDITIONS

- 3.1 School Calendar – Following discussion with the teachers, the Board shall establish a school calendar, which does not exceed 185 school days. The calendar shall contain no more than 176 regular work days, four institute days, and five emergency work days. If the five emergency work days are not used for emergency purposes, they shall not become employee work days, and a mutually agreeable time for the closing of school shall be determined by April 15.
- 3.2 Employees Work Day – The normal employee work day shall be from 8:15 am until 10 minutes after the evening bus departs. During each work day the employee shall be entitled to:
- a. A duty-free lunch period equal to that of the students but in no case less than thirty (30) minutes.
  - b. A ten-minute morning relief period will be given to each teacher if the District has a teacher aide on staff.
  - c. Every effort will be made to provide a forty (40) consecutive minute preparation period each day.

Any required participation outside the employee work day shall be compensated for in accordance with the extra duty schedule attached as Appendix B.

- 3.3 Teacher Load – The normal teaching load shall not exceed the equivalent of seven (7) teaching periods of 40 minutes in length at the elementary level. Assignments to a supervised study period shall be considered a teaching period for the purpose of this article.
- 3.4 Notification of Assignments – All employees shall be given written notice of their assignments for the forthcoming year no later than forty-five (45) days preceding the first day of the new school term. In the event changes in such assignment are proposed, the employee affected shall be notified promptly and consulted. In no event shall changes in the employee's assignment be made later than thirty (30) days preceding the commencement of the next school term unless an emergency situation exists. In the event of such emergency, the Association shall be notified, and the employee shall be allowed to resign if such change is not acceptable to the employee.

- a. Teachers will be given written notice of their weekly duty and extra-curricular activities at least within one week of that duty.
  
- 3.5 Pupil Problems – The parties agree that the employee has the primary responsibility for the maintenance of discipline within the classroom. The Board, however, recognizes its responsibility to support and assist the employee in the maintenance of control and discipline in the classroom. The Board shall provide in writing information on policy of discipline to the employee.
  
- 3.6 Changes of Duties or Responsibilities – The hours, salaries, or other terms and conditions of employment of any employee or the responsibilities of any position in the negotiation unit shall not be altered without discussion between the Association and the Board.
  
- 3.7 Teacher Substitutes – Substitutes shall be provided for all teachers that are absent. Teachers shall not be expected to give up their preparation period. In the event a substitute cannot be provided, the teacher will be compensated at the rate of fifteen (\$15) for each lost preparation period.
  
- 3.8 Classroom and Building Responsibilities – The teacher is responsible to report to the Principal all damages done to school property and name the student when the teacher has personally witnessed the act.
  
- 3.9 Keys – There is no deposit placed on room keys when received. If lost, the cost of the replacement may be recovered from teacher.

ARTICLE IV  
EMPLOYEE EVALUATION

- 4.1 Non-tenured employees shall be evaluated at least twice in each school term. Tenured employees will be evaluated in accordance with the District Evaluation Plan.

## ARTICLE V

### EMPLOYEE COMPENSATION AND FRINGE BENEFITS

- 5.1 Full Experience Credit – Tamaroa Grade School District #5 will pay each tenured faculty members \$100 per credit hour for credits earned at an accredited college or university. Evidence must be provided that the course work will materially improve the teacher’s competence. The employee must get prior approval from the superintendent/principal before reimbursement will be granted. Once approval has been obtained reimbursement will be given upon the successful completion of the approved course.
- 5.2 School Year – Salary Schedule – The salary shall be as set forth in Appendix A, which is attached to and incorporated in this Agreement. The schedule shall be based on a 185 days school calendar and negotiated by the Board and the Association. Employees will be paid for the entire year at the step and experience that they start the school year.
- 5.3 Pay Days – School Not in Session – If a regular pay date during the school term falls on a day when school is not in session, employees shall receive their checks on the last work day prior thereto. During the summer, checks shall be mailed so that they will reach employees on the appropriate pay day.
- 5.4 Payroll Installments – Each employee shall be paid on the basis of twenty-four (24) equal payments, unless a shorter contract pay period has been agreed upon by the Board and the teacher.
- 5.5 Pay Days – Specified – Pay days shall be on the fifth (5<sup>th</sup>) and twentieth (20<sup>th</sup>) day of each month.
- 5.6 Supplemental Jobs – Added to Salary Schedule – The supplemental pay schedule shall be set forth in Appendix B, which is attached to and incorporated into this Agreement. These assignments shall be made only with the consent of the employee. Any employee wishing to resign any extra duty must do so by the June board meeting prior to the start of the next academic year, unless extenuating circumstances should arise. Each extra duty assignment will be evaluated each year by an instrument that is jointly approved. The Board has the right to approve or dismiss employees for the positions listed as extra duties. If there is a vacancy, an employee must make a request for an extra duty assignment before the school year starts or any such desired activity begins.
- 5.7 Supplemental Jobs – Payroll Procedures – Supplemental pay except for bus driving and ticket selling shall be added to the employee’s salary and shall be paid in the paycheck each pay period.

- 5.8 Teachers' Retirement and Survivor Benefits – Each employee shall be provided with Retirement and Survivor Benefits in the amount of 10.098901% + .08% for THIS (Teacher Health Insurance System) + .58% Optional to be paid by the District #5 Board into the Teachers' Retirement System as the Teachers' contribution.
- 5.9 Teachers' Health Insurance and/or Annuity – For employees hired after July 1, 20-01, the district shall provide coverage for health insurance premiums from the district's health insurance provider (currently Egyptian Area School Employee Benefit Trust) based on the following schedule for personnel electing this coverage.

Academic Years	District Amount Toward Premium
2019-2020	\$500

For those hired prior to July 1, 2001 the district shall continue to provide the option of health insurance coverage or \$175 per month to be paid directly to the annuity of the employee's choice or the same amount paid directly into the employee's paycheck.

5.10 Teacher Retirement Program

- A. A retirement program will be offered to full-time certified bargaining unit employees of the District. To qualify for this program, an employee must be eligible to retire with TRS. However, an employee retiring under the TRS Early Retirement Program (ERO) shall not be eligible for this retirement program.
- B. An employee may elect the Retirement Program that will be paid over a period of up to three years prior to the teacher's effective retirement date, provided the teacher submits an irrevocable written notice of retirement to the Board by February 1<sup>st</sup>. (An employee giving a one-year notice must submit his/her letter on or before February 1<sup>st</sup> of his/her last year of teaching. An employee giving a two-year notice must submit his/her irrevocable letter of retirement on or before February 1<sup>st</sup> one year before his/her last year of teaching. An employee giving a three-year notice must submit his/her irrevocable letter of retirement on or before February 1<sup>st</sup> two years before his/her last year of teaching.)

C. Total payment due under the Retirement Program will be calculated as follows:

Full-Time Service Completed in Tamaroa Grade School District #5 on the effective Date of retirement	Retirement Program Payment
25 or more years of service	\$2,500
An additional \$100 per year for the 25 <sup>th</sup> year Up to but not to exceed the 35 <sup>th</sup> year of Service in the school district.	\$100 to \$1100, depending on years service in the district between 25 and 35.

D. This retirement program payment may be paid in two forms. TRS creditable earnings and/or a retirement severance payment and shall be paid according to the following procedures.

1. A calculation will be made comparing the employee's creditable earnings of the immediately previous year with his/her creditable earnings of the year he/she gave notice. If such creditable earnings are less than 106% of his/her creditable earnings of the previous year, that portion of the retirement program payment necessary to increase his/her creditable earnings to 106% shall be paid to the employee in his/her last regular paycheck prior to June 30 of the first notice year.
2. For each succeeding year of the notice period, where there exists a balance of the program payment to be made, comparison will be made between the employee's creditable earnings of the previous year and the current year. That portion of the program payment necessary to increase the employee's creditable earnings for the current year to 106% will be paid to the employee as creditable earnings in his/her last regular paycheck prior to June 30 of the current year. In any succeeding year if last regular paycheck prior to June 30 of the current year. In any succeeding year if the balance of program payment due is less than the amount needed to increase the employee's creditable earnings to 106%, then only the amount remaining will be paid to the employee as creditable earnings in the current year.

3. In the event the entire program payment due the employee is not paid as creditable earnings during the notice period, the remaining balance will be paid to the employee as a severance payment. Such payment shall be made within ten (10) days after the employee's last workday and/or receipt of his/her last regular paycheck, whichever comes last. This severance payment will not be treated as creditable earnings under TRS.
4. Any employee that elects a retirement program under this provision and subsequently becomes ineligible to retire in the school year designated in his/her irrevocable notice of retirement because he/she does not have sufficient years of TRS creditable service (i.e. teacher expected to retire with 35 years of TRS service by using 2 years of sick leave but had to use sick leave pursuant to the school code that drops the employee below 2 years of sick leave), agrees to consent to a payroll deduction to reimburse the district for any monies received under this retirement program and shall forfeit any future payments under this program. The amount and duration with the employee and association president. The employee will be permitted to rescind his/her retirement in the event of the above scenario.
5. The provisions may be bargained at the discretion of the parties in successor agreements; however, any employee offering a resignation in compliance with section Article 5:10 (notification deadlines) will receive the incentive as a minimum guarantee as outlined herein regardless of the inclusion of this provision in a successor agreement or the expiration of the agreement.
6. This provision shall be reopened for reconsideration under written demand to bargain by either party providing that the District becomes subject to TRS penalties under this provision, or legislative changes or rule changes affecting what has come to be known as SB27 for the purpose of negotiating appropriate revisions to assure that the employee, to the maximum extent possible, shall receive the full dollar amount of the benefit as creditable earnings while avoiding TRS penalties that may arise due to the payment of benefits distributed under this provision.

5.11 School Lunches – Tamaroa Grade School District #5 will provide breakfast and lunches free of charge to participating teacher.

## ARTICLE VI

### LEAVES

6.1 Sick Leaves – Full-time employees shall be entitled to a normal annual sick leave allotment, with full pay, to be used for personal illness, quarantine at home, serious illness or death in the immediate family or household or birth, adoption, or placement for adoption. (As defined in Section 24-6 of the school code) according to the following tiered schedule.

Number of years worked in District	Number of annual sick leave allotment
0-10 years	13 sick days
11-20 years	15 sick days
21-24 years	18 sick days
25+ years	30 sick days

Any employee with more than 25 years of service at the start of the academic year will be allotted 30 sick days at the beginning of said academic year.

Sick leave may accumulate to 350 days. All days that are credited by the district are useable by the employee. (As defined in Public Act 92-0867) Any sick leave longer than 5 days, other than a death in the family will be subject to a doctor's slip.

6.2 Personal Leave – The Board shall grant each employee the following amount of personal days without loss of pay:

**Teachers with 0-14 years of experience will receive 3 personal days per calendar school year.**

**Teachers with 15 years of experience or more will receive 4 personal days per calendar school year.**

Except in case of an emergency, written advance notice of the necessity for personal business leave shall be submitted as soon as possible to the superintendent or the superintendent's designee. If personal leave days are not used, they will be added to accumulated sick leave days.

6.3 Parental Leave of Absence – Absence due to pregnancy-related disability shall be treated as sick leave. The Board shall grant reasonable requests for a parental leave of absence. The beginning and termination dates of leave shall be determined by the employee and the physician for a period not to exceed one (1) year and additional leave may be granted at the discretion of the Board. An employee who returns from parental leave shall be reinstated to the employee's former position or its equivalent. The foregoing provisions and principles shall also apply to all requests for leave for the purpose of child adoption. The Board will carefully consider requests for leave for unusual situations in child-rearing.

6.4 Leave of Absence – A leave of absence of up to one (1) year without pay may be granted to any employee who has reasonable need of such leave. Association viewpoints will be heard prior to final approval or disapproval.

6.5 Teacher on Leave of Absence – Any teacher on leave shall not be denied tenure or sick leave acquired before the leave. The teacher on leave may participate in any insurance program at his or her expense.

6.6 Teacher Absence - When a teacher is absent for any reason, the teacher will be asked to sign the following form (Appendix D) the day they return as to their absence.

## ARTICLE VII

### GRIEVANCE PROCEDURE

#### 7.1 Definitions

a. Any claim by the Association or an employee that there has been a violation, misrepresentation, or misapplication of any established policy or practice of the Board, or a violation of it's or the employee's right to fair treatment shall be a grievance.

b. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

7.2 Procedures – The parties hereto acknowledge that it is usually most desirable for an employee and employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution or grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance must be processed as follows and the failure of the Association and/or employee to follow the timelines for processing a grievance shall result in the grievance being waived and non-grievable and arbitratable:

a. The employee or the Association must present the grievance in writing to the superintendent within 90 school days from the date the Association and /or employee knew of/should have known of the circumstances giving rise to the grievance. The superintendent, upon receipt of the written grievance, will arrange for a meeting to take place within four (4) school days after receipt of the grievance. The Association's representative, the grievant, and the Superintendent shall be present for the meeting. Within four (4) school days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response, including the reason for the decision.

b. If the grievance is not resolved at Step a., then the Association may refer the grievance to the Board within six (6) school days after the Step a. answer or within eight (8) school days after the Step a. meeting, whichever is the later. The Board President shall arrange with the Association representative for a meeting to take place within fifteen (15) school days of the Board's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within four (4) school days of the meeting, the Association shall be provided with the Board's written response, including the reason for the decision.

c. If the Association is not satisfied with the disposition of the grievance at Step b., the Association may submit the grievance to final and binding arbitration.

- 7.3 Bypass – By mutual agreement any step of the grievance procedure may be bypassed.
- 7.4 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.
- 7.5 Filing of Material – All records related to a grievance shall be filed separately from the personnel files of the employees.
- 7.6 Grievance Withdrawal – A grievance may be withdrawn at any level without establishing precedent.
- 7.7 Costs – The fees and the expenses of the arbitrator shall be shared equally by the parties.
- 7.8 Court Reporter – If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter.
- 7.9 Settlement – By mutual agreement, a grievance may be settled at any step without establishing precedent.

## ARTICLE VIII

### NEGOTIATIONS PROCEDURE

- 8.1 The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment. Each party shall select its own representatives from their own membership. Negotiations shall begin no earlier than March 1.
- 8.2 If agreement is not reached, House Bill 1530 Collective Bargaining Guidelines will be followed.
- 8.3 When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives or both either jointly or separately, and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- 8.4 The Association agrees that when an impasse has been declared and mediation has been requested, there will be no work stoppage.

ARTICLE IX

EFFECT OF AGREEMENT

9.1 Complete Understanding – The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified on through the written mutual consent of the parties.

9.2 Incorporation of Board Policies – The existing policies and procedures of School District #5 are hereby incorporated into this Agreement, provided that these policies and procedures may neither countermand nor be contrary to the other terms and conditions of this Agreement.

9.3 Individual Contacts – The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

9.4 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 shall remain in full force and effect.

9.5 Inclusions – The parties agree that applicable Illinois statutory and case law and the Constitution of the United States and the State of Illinois are hereby incorporated into this Agreement.

9.6 Terms of Agreement – This Agreement shall be effective September 1, 2019 and shall continue in effect until August 31, 2022. This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

In Witness Thereof:

For the Tamaroa Education Association

For the Board of Education:

Tamaroa School Dist.#5

\_\_\_\_\_

President

\_\_\_\_\_

President

\_\_\_\_\_

Secretary

\_\_\_\_\_

Secretary

APPENDIX C

ATTACHEMENT TO ARTICLE VI, SECTION 6.9, PAGE 8 OF THE TAMAROA GRADE SCHOOL DISTRICT #5 BOARD OF EDUCATION AND THE T.E.A. 198-81 PROFESSIONAL NEGOTIATION AGREEMENT.

October 29, 1986

In the event it is found payment is due to the Teacher Retirement System on annuity funds that are withdrawn by the teacher, the Tamaroa Education Association agrees that the payment to the Teacher Retirement System will be made by the teacher making the withdrawal.

APPENDIX D

TAMAROA GRADE SCHOOL DISTRICT #5

Absentee Form

I, \_\_\_\_\_ was absent from school on \_\_\_\_\_ -  
because of the following reason:

_____	sickness or death in immediate family	Cumulative Sick Days Due _____
_____	personal	Personal Days Due _____
_____	other	

Date \_\_\_\_\_ Signed \_\_\_\_\_

Teacher

Date \_\_\_\_\_ Signed \_\_\_\_\_

Superintendent

## APPENDIX E

### Definitions:

1. Assignments – The grade level to which the teacher is assigned to or the subject taught in department course of study.
2. Duties or Responsibilities – to include job description, supplemental jobs and extracurricular activities as outlined in the School Board Policy and in this agreement.

We, the Tamaroa Education Association adopt the following resolutions:

Any member involved in the harassment of fellow staff members will be subject to action by the body; that action being the filing of a formal grievance with the Board of Education.

Adopted this day; March 6, 1992

## APPENDIX B

### Extra-Curricular Activities Salary Schedule

#### Tamaroa District #5

Experience is not paid. This bracket to be determined from the base salary of 0 years of experience.

1% Bracket: will be paid at 1% of the base salary.

1.5% Bracket: Beta Club Sponsor, Assistant Softball Coach, Assistant Baseball Coach and Assistant Track Coach will be paid at 1.5% of the base salary.

2% Bracket: Yearbook sponsor, 8<sup>th</sup> Grade Sponsor, Assistant Volleyball Coach and Assistant Cheerleader Coach will be paid at 2% of the base salary.

2.5% Bracket: Track Coach, Assistant Boys Basketball Coach, and Assistant Girls Basketball Coach will be paid at 2.5% of the base salary.

3.0% Bracket: Volleyball Coach, Head Softball Coach, Head Baseball Coach and Cheerleader Coach will be paid at 3% of the base salary.

3.5% Bracket: Athletic Director position to receive a 1% increase each year until the maximum 5.5% of the base salary is reached.

5.5% Bracket: Boys' Basketball Head Coach, Girls' Basketball Head Coach, and Band/Choral Director will be paid at 5.5% of the base salary.

## ADDENDUM 1

### EMPLOYEE COMPENSATION AND FRINGE BENEFITS

#### Article V, 5.9, Teacher's Health Insurance and/or Annuity

It is acknowledged by both the Association and the Board that insurance benefits are a priority issue. However, as requested by the Association, increase offers on insurance premiums were redistributed to the base salary to promote overall equality among all certified teachers within the district.

## ADDENDUM 2

### SALARY SCHEDULE

For Academic Years 2019-20, 2020-2021 and 2021-2022 an increase in salary by 3% on the base salary, plus experience and education step movements, contingent upon the District receiving 100% funding of the General State Aid amount to the District.

#### **Reopening Clause:**

All sections of this contract shall remain sealed until August 31, 2022, when the contract expires.