

MASTER CONTRACT

**GERMANTOWN TEACHERS
ORGANIZATION**

And

GERMANTOWN S. D. #60

2010-2013

ARTICLE I – PARTIES TO THE AGREEMENT

This Agreement is made and entered into this 13th day of January, 2010 by and between the Board of Education of Germantown District #60, Clinton County, Illinois, hereinafter referred to as the “Board” or Employer” and the Germantown Teachers Organization, Local #4817, Illinois Federation of Teachers, American Federation of Teachers, AFL-CIO, hereinafter referred to as the “Union” or “Organization.”

ARTICLE II – RECOGNITION, JURISDICTION AND SCOPE

Section 1

For the purpose of collective bargaining with respect to wages, hours terms and conditions of employment, the Board recognizes the Union as the sole and exclusive representative for all regularly employed full and part-time certificated employees of the Board during the term of this Agreement – excepting the Superintendent of Schools, Administrative Assistant, Teachers Aides and all other supervisory, confidential, managerial and temporary employees as defined by the Illinois Educational Labor Relations Act.

Section 2

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause, of this Agreement, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

ARTICLE III – MANAGEMENT RIGHTS

The Board retains its statutory rights governing inherent managerial rights of the employer, through its management officials, including, but not limited to, the following:

- A. determine the overall budget of the board;
- B. set standards for service to the public;
- C. determine the function of the employer;
- D. determine its organizational structure;
- E. selection of new employees; and
- F. direction of employees.

ARTICLE IV – NO STRIKE/BARGAINING GUARANTEES

For the life of this agreement, the Organization will not cause any work stoppage strike, sit-down strike, stay-in strike or slow-down strike affecting any site operated by the Board.

ARTICLE V – UNION RIGHTS AND RESPONSIBILITIES

Section 1

Fair Share

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 non-members of the Union, shall pay to the Union each month fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

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 and labor board rules.

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member 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.

The Union shall notify the Board of the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and the Board shall provide the Union space to post a notice concerning fair share.

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. 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.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other 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.

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.

Section 2

Neither the Union nor any officer or employee of the Board, in its recruitment programs, hiring practices, dismissal procedures shall discriminate against any person on the basis of race, color, sex, marital status, age, religion, political affiliation, union affiliation or disability.

Section 3

The Board shall provide the Union with the name and address of any new employee within ten working days of hiring such employee.

Section 4

Employees shall be free to join the Union without interference or penalty. They shall not be encouraged to join nor discouraged from joining the Union by supervisors, administrators or any representatives of the Board.

Section 5

The Union shall have use of school and central office equipment systems and facilities for the conduct of its business, so long as the Union reimburses the District for actual cost of materials, supplies, and telephone charges, and the use is scheduled so as not to interfere with school operations. Notification for building use shall be submitted to the Principal of the Building at least twenty-four (24) hours in advance of the time of intended use.

Section 6

The Board shall furnish the Union President with the following documents and kinds of information as they are received, completed or compiled, or as otherwise indicated:

- a. Board agenda;
- b. Official minutes of Board meetings. Official minutes shall not include executive session minutes of the Board which have not been released by the Board;
- c. Annual budget, all amended Annual budgets, and Monthly budget summaries;
- d. Board policy manual and revisions;
- e. Annual auditor's report and Management Letter;
- f. Current fiscal year budget;

- g. Statistical information, not including names, pertaining to step placement, salary lane placement, extended service, and present insurance coverage.

Section 7

The Union and its officers shall be listed in the District's Staff Directory.

Section 8

The Superintendent shall meet as needed with the Union President and other Union representatives to discuss matters of educational policy and development as well as matters relating to the implementation of the Agreement. Such meetings are only informational and are not intended to be construed as bargaining or negotiating by either party.

ARTICLE VI – PERSONNEL FILE

Section 1

The Board shall retain one (1) personnel file per employee.

Section 2

Any material to be placed in the official Board file shall be inserted in a timely fashion, but not to exceed sixty (60) calendar days from the date of the event giving rise to the material to be inserted, or sixty (60) calendar days following district receipt of said materials.

Section 3

Every employee shall have access to all material in his/her personnel file by the close of the business day following submission of a written request.

Section 4

The Board shall not divulge a disciplinary action to a third party, to a party who is not an authorized agent to the Board, or to a party who is not an agent of the Germantown Teachers Organization, unless the employee has consented to the release of information, the disclosure is ordered to a party in a legal action of arbitration or the information is requested by a governmental agency as a result of a claim or complaint by an employee, or as a result of a criminal investigation.

Section 5

Every employee shall be given a copy of any evaluative or disciplinary material added to his/her personnel file.

Section 6

Every employee shall have the right to be furnished within two (2) business days of receipt of a written request for a copy of any or all parts of his/her personnel file.

Section 7

Every employee shall have the right to add unsolicited letters of commendation to his/her personnel file and to attach dissenting or explanatory material to any document contained in the personnel file within thirty (30) days of receipt of the material.

Section 8

No person shall remove any material from an employee's personnel file without mutual consent of the employee and the Superintendent or his/her designee.

ARTICLE VII – GRIEVANCE PRODEDURE

A. Definition: A grievance shall mean a complaint that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement, or of established policy or practice of the Board or administration which are or effect mandatory subjects of bargaining.

B. General Provisions:

1. In the event an employee or Union representative is required to attend an arbitration hearing, such individuals shall be released from their regular assignment without loss of pay or benefits during the time of required attendance.

2. No employee at any stage of the Grievance Procedure will be required to meet with any administrator or supervisor regarding the pending grievance without benefit of a Union representative.

3. The employee and his/her Union representative and the Board and/or its representative shall have copies of all material submitted by other parties concerned in the grievance.

4. Failure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.

5. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision, shall notify the Union in writing of all meetings, hearings and resolution at any level. The Union may appeal any decision which would seem either to violate any terms of the Agreement or to affect working conditions of the employees in the bargaining unit, and the appealed decision to grant the grievance shall not be implemented until the appeal is finalized.

6. A grievance may be initiated and/or conducted by:
 - a. An employee in his/her own behalf;
 - b. An employee accompanied by a Union representative
 - c. A Union representative at the employee's request;
 - d. The Union as sole and exclusive bargaining agent.

7. All informal conferences and Step One meetings shall be Conducted after student dismissal and on a date which will afford a fair and reasonable opportunity for all persons entitled to be present to attend

8. All references to days shall mean school days, except that between the end of the school year in June and the beginning of the next school year, days shall mean day when the district's business offices are open.

9. All time limits may be extended by mutual agreement between the parties.

10. The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, subtract from, or change the provisions of this agreement.

C. Procedure for Adjustment of Grievances

INFORMAL CONFERENCE

A complaint may be discussed with the object of resolving the matter informally.

STEP ONE

In the event the matter is not resolved informally, the grievant or the Union shall present a written grievance which shall identify the grievant, summarize relevant facts, identify all provisions of the agreement allegedly violated and a description of the remedy requested with the Superintendent, however, no grievance may be filed more than thirty (30) school days following the event which gave rise to the grievance or the date on which the union or the grievant became aware of the event giving rise to the grievance.

The Superintendent shall, within ten (10) school days of the receipt of the grievance, confer with the grievant and Union representative to try to resolve the grievance.

Within ten (10) school days after the completion of the conference, the principal shall give his/her written decision to the grievant and the Union.

STEP TWO

Within thirty (30) school days after receiving the decision of the Superintendent, the Union may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). If a demand for arbitration is not filed within thirty (30) school days of the date of the Step One answer, then the grievance shall be deemed withdrawn.

The arbitrator shall follow the standard rules of the AAA and his/her decision shall be binding on all parties. Expenses for the arbitration services shall be borne equally by the Board and the Union.

ARTICLE VIII – WORK ACCIDENTS AND ATTACKS

Any employee, who suffers a job related accident or is attacked in the course of his /her work, shall to the full extent of the law be covered by workman’s compensation. Said employee shall have the option of the following:

1. Not be charged with sick days necessary to recover from said accident or attack nor time required to visit an attending physician. Compensation shall be according to Workman’s Comp,

Or

2. Be charged 1/3 of a sick day per day absent, be compensated in full by the district and surrender any and all workman’s compensation salary payments to the district.

ARTICLE IX – LEAVES OF ABSENCE

Section 1 – Sick Leave

Each employee shall be entitled to ten full days of paid sick leave each year without loss of pay. One such day may be divided into two half days and used as such. Sick leave may be for personal illness, quarantine at home, or serious illness or death in the immediate family or household. Sick leave not used in the year of service for which it was granted shall accumulate to 340 days. Employees shall be notified in writing at the beginning of each school year and periodically thereafter upon request the current number of sick days they have accumulated. A maximum of two days of sick leave may be used as personal leave days per the personal leave restrictions outlined below in Section 2.

Section 2 – Personal Leave

Each employee shall be entitled each year to two days for personal business or emergency without loss of pay or deduction of sick leave. One such day may be divided into two half days and used as such. Employees shall notify the Superintendent or his/her designee at least twenty-four (24) hours in advance of the leave whenever possible. It shall not be necessary for the employee to include the reason for taking such leave when

making this request. Unused personal business or emergency leave shall be allowed to accumulate as sick leave.

Section 3 – Extended Illness Leave

Upon utilization of all accumulated sick leave, an employee may be granted, upon request, an extended leave of absence for the remainder of the school year. At least thirty (30) days notice shall be given to the Superintendent or his/her designee prior to the employee returning to duties. During this period of absence, an employee shall not accrue advancement on the salary schedule.

Section 4 – Jury Leave

No employee shall suffer loss of pay or benefits due to time lost at work by serving on a jury or being subpoenaed to testify in a court of law. The employee shall notify the Superintendent on the next business day following notification of Jury Duty or receipt of a subpoena. Any fees received exclusive of mileage fees or meal fees, shall be remitted to the district.

Section 5 – Bereavement Leave

Employees shall be allowed three days off without loss of pay in case of death in their immediate family. In the event of multiple deaths of the immediate family, an employee shall be allowed five days off without loss of pay. Employees shall be allowed one working day off without loss of pay in case of the death of: grandmother, grandfather, grandchild, sister-in-law, and brother-in-law. Immediate Family shall include:

Spouse	Mother	Mother-in-law	Foster Parents
Children	Father	Father-in-law	Foster Children
Brother	Step-Parents	Son-in-law	Daughter-in-law
Sister	Step-children		

Employees have the option to use Personal days for bereavement of friends and relatives not included in the list of immediate family members.

ARTICLE X – FRINGE BENEFITS

Section 1 – 125 Plan

Beginning with the start of the 2010 school year, the district shall, for each then current employee within the bargaining unit, contribute three thousand, three hundred dollars (\$3,300) towards a cafeteria 125 plan.

Choices in the cafeteria plan shall be:

- a. an annuity, or
- b. a section 125 plan, or
- c. A cash option.

The cost of the 125 plan shall be paid by the employer.

The Board shall provide access under the 125 plan to the Egyptian trust insurance plan. All costs of said plan, family as well as individual, shall be paid by the employee with funds from the section 125 plan, and if needed, additional dollars from the individual teacher through payroll deduction.

Individual former employees during their first calendar year of retirement may, at their election and at their exclusive expense, purchase major medical insurance under the district health insurance plan.

Section 2-Retirement Incentive

An employee tendering an irrevocable letter of resignation in conformance with the following conditions shall be eligible for a retirement incentive in his or her final year of employment only, subject to the following conditions:

- 1) The teacher shall have a minimum of twenty (20) years of continuous full-time service in the School District by the intended date of retirement.
- 2) The teacher shall be at least sixty (60) years of age or will have at least thirty-five (35) years of creditable service upon his or her last day of service to the District and will not retire under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a contribution or surcharge to the Teachers' Retirement System.
- 3) The teacher shall have tendered to the Board a binding, irrevocable resignation in order to receive the incentive. The teacher's notice may be provided up to September 1st of the school year of retirement.

In exchange for the teacher's binding, irrevocable resignation, the District agrees to remove the teacher from the salary schedule and provide the teacher with a six percent (6%) increase over the teacher's previous year's creditable earnings.

If a teacher fails to complete the pre-retirement period or leaves the District prior to the designated retirement date and retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, the District shall be entitled to a refund from the teacher in an amount equal to the difference between what the teacher received as the retirement incentive payment and what the teacher would have been entitled to receive as a general wage increase per the terms of the collective bargaining agreement.

In the event the retirement award provided for in this article would cause the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, or would conflict with any state statute or final rule or regulation promulgated by the Teachers' Retirement System, the provisions of this section shall become void and the parties agree to reopen this agreement and attempt to midterm bargain changes necessary to correct any defect created by this incentive.

Teachers should not rely upon the continuation of this retirement incentive award payment program in subsequent collective bargaining agreements. Unless the parties agree to continue this Section in a subsequent collective bargaining agreement, the forgoing benefits will be denied to those who have not applied for such benefits prior to the expiration of this agreement.

In no event will a teacher who is less than four (4) years from retirement eligibility receive an increase in total, reportable TRS creditable earnings in excess of six percent (6%) of the prior year's total, reportable TRS creditable earnings, unless any of the statutory exceptions enacted by P.A. 94-1057 to The Illinois Pension Code become applicable.

The District may, in its sole discretion, limit the number of teachers who retire under the statutory Early Retirement Option in any year to 10% of those teachers who are eligible for the Early Retirement Option. In the event of any limitation upon the statutory Early Retirement Option, the teacher with the greatest District seniority shall have the participation option.

ARTICLE XI – SALARY

Section 1

For the term of this agreement, employees shall be paid in accordance with the schedule attached and identified as Appendix A.

Newly hired teachers to the district will be placed on the scheduled identified as Appendix A, according to their education and experience.

The district shall be responsible for payment of TRS per Appendix A.

Section 2

Employees performing extra-curricular duties shall be paid for any extra-curricular activities or work beyond their regular tasks or duties in accordance with the attached Extra-Curricular Compensation Schedule identified as Appendix B. For those employees holding positions which increase with experience, said employees shall be advanced one increment beyond the step at which they were compensated in the previous year.

Section 3

Tuition Reimbursement Fund beginning with the 2010 school year, teachers may apply for reimbursement of college credit expense. A total of \$1000.00 may be used for claims by certified staff. The following conditions must be met:

- College Credit Approved by the Superintendent
- Divided equally among teachers who earn approved college credit
- Maximum payment of \$100 per credit hour
- Grade of A or B

- All payments to be claimed during that current fiscal year need to be requested on the TRF form by June 15, and will be paid by June 30th.

ARTICLE XII – SENIORITY/REDUCTIONS IN FORCE.

Section 1

Seniority shall be defined as the length of continuous service to the Employer and shall be applied district-wide in the bargaining unit. Upon employment, each employee shall receive a Seniority Date which shall be the date the Board approved his/her employment or the first day of actual work, whichever is earlier.

Should a conflict arise concerning two or more teachers with identical seniority, ties shall be broken on the following basis...

- A. First day of teaching;
- B. Date of Board action to employ;
- C. Date of teacher's signature on contract;
- D. Date of earliest application on file;
- E. Highest number of total years teaching;
- F. Highest degree and hours earned.

If two or more employees still have the same seniority, the Employer or administration shall conduct a drawing of lots witnessed by the affected employees and an authorized Union representative.

Section 2

Continuous Service is broken only by one of the following...

- a. Voluntary quitting or resignation;
- b. Discharge for proper cause;
- c. Failure of the employee to return to work at the expiration date of an approved leave of absence or recall to work after a lay-off when a notice of ten or more work days has been delivered to the employee by certified or registered mail at the last address filed by the employee with the Board office.

Section 3

Continuous service shall not be broken and shall continue to be accumulated during an approved leave of absence, lay-off or disability.

Section 4

A seniority list shall be prepared annually by the employer and delivered to the Union President no later than February 1 of each school year.

Section 5

Lay-offs or decreases in the number of employees covered by this Agreement shall be made according to relevant section(s) of School Code.

ARTICLE XIII – TEACHER RIGHTS AND WORKING CONDITIONS

A work space for teachers shall be provided. Typewriters, computers, printers, telephones for non-toll and reverse charges calls and photocopying equipment shall be provided for teachers' use.

ARTICLE XIV – EVALUATION PROCEDURES

The parties have jointly agreed to an Evaluation Plan pursuant to the requirements of Section 24-A of the School Code and insert it by reference at this point in the Contract.

ARTICLE XV – CLASS SCHEDULES AND PERIODS

Section 1

Teachers shall work days that do not exceed six clock hours and 50 minutes.

Section 2

Regular education teachers shall average thirty (30) minutes of plan time between 8:30 a.m. and 3:05 p.m. per school day to be used as determined by the teacher. Because of some class size issues, the Union and management shall meet to resolve issues where the thirty-minute average cannot be met.

Section 3

Teachers shall have a duty-free lunch period not less than the student's lunch period or thirty (30) minutes, whichever is greater.

Section 4

Teachers shall work no more than 176 actual pupil attendance days plus four institute days in any school year.

ARTICLE XVI – ASSIGNMENTS, TRANSFERS AND SENIORITY

Section 1

Teachers shall be initially notified in writing no later than August 1 of any change in their assignments for the following school term, as to grade level, school and/or subject area. If a change of assignment occurs after August 1, the employee will be notified of the change within ten (10) days of the change.

Section 2

Any employee presently on tenure may apply for a transfer to another position. Such application shall be in writing to the building principal. Qualifications, along with seniority, experience and job performance, will be considered in filling the vacancy.

Section 3

The Superintendent shall have posted in the building a notice of all vacancies in promotional positions as they occur. Notice of promotional positions shall be accompanied by a job description and a statement of minimum qualifications and salary range. No vacancy except in case of an emergency shall be filled on a temporary basis until such vacancy shall have been posted for at least five (5) employee work days. During the summer vacation, the Organization President shall be notified, in writing, of any vacant positions.

ARTICLE XVII – DURATION

This contract shall be in full force and effect beginning on August 15, 2010 and through August 14, 2013.

Kathleen Fauke 1/22/2010
For the Board Date

Susan Liening 1/22/2010
For the Union Date

Darin Johnson 1/22/2010
For the Board Date

Patricia A. Henrichs 1/22/2010
For the Union Date

Jeff Lampe 1/22/2010
For the Board Date

Michelle Varel 1/22/2010
For the Union Date