

**AGREEMENT BETWEEN THE
BOARD OF DIRECTORS OF DAMIANVILLE
SCHOOL DISTRICT #62**

AND

**DAMIANVILLE FEDERATION
OF
TEACHERS
LOCAL 06600
IFT/AFT, AFL-CIO**

**SCHOOL YEARS
2018-19, 2019-20, 2020-21, 2021-22, 2022-23,
2023-24**

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Article I – Recognition

- A. The Board of Directors of School District No. 62, hereinafter referred to as the "Board" recognizes the Damiansville Federation of Teachers, IFT-AFT, AFL-CIO Local 06600, hereinafter referred to as the "Federation" as the sole and exclusive negotiating agent for all full-time and part-time certificated employees of the District. All managerial, supervisory, confidential, student and short-term employees of the District are excluded.
- B. **Exclusivity** – The Board agrees not to negotiate with any other employee, organization, individual employee, or group of employees other than the Federation, for the duration of this Agreement with regard to wages, hours and terms and conditions of employment.

The Union shall indemnify and hold harmless the Board of Education, 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 complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

Article II – Duties and Responsibilities

It is the duty and responsibility of each Federation member to devote their full services to the District during the term of this Agreement. The nature and responsibility of teacher's assignments require a portion of preparatory work to be performed outside the normal workday, without further compensation. Such preparatory work includes the grading of papers and preparation for future school days.

Article III – Negotiations

- A. **Good Faith** – The Board and the Federation agree that their designated representatives shall negotiate in good faith with respect to wages, hours and terms and conditions of this contract. Each party shall select their own representatives.
- B. **Bargaining Authority** – Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals and make counter-proposals. When the bargaining teams believe they have an agreement acceptable to both

parties, the entire contract shall be submitted to the Federation for ratification and subsequently to the Board for adoption.

- C. **Successor Agreement** – Negotiations for a successor Agreement shall begin no later than sixty (60) days prior to the expiration of this Agreement.
- D. **Negotiations** – This contract can be reopened at the end of the 3rd year for language changes only. This can only be a onetime occurrence. The salary portion cannot be opened.

Article IV – Dues Deduction

- A. The Board shall deduct from each Federation member's pay the current dues of the Federation, the amount of which shall annually be certified by the Federation.
- B. Dues shall be deducted in 19 installments from paychecks paid from the September 1st pay period to the June 1st pay period, provided that the Board has a continuing dues deduction authorization on file. All dues deducted by the Board shall be remitted to the Federation no later than 10 days after such deductions are made.

Article V – Grievance Procedure

- A. **Grievance--Definition.** Any claim by the Federation, an employee, or group of employees, that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
- B. **Grievance--Time Limits.** All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, or during summer break, time limits shall consist of days the administrative offices are open for business.
- C. **Grievance--Step One.** The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Communication is defined in this paragraph to be either verbal or written. A Union representative may be present at any informal conference. If, however, the informal process fails to resolve the issue, a grievance may be processed after informal resolution was attempted.

- D. **Grievance--Step Two.** The grievant, defined in this article as the Federation or an employee or group of employees, shall present the grievance in writing within fifteen (15) days of the alleged contract violation, specifying the article alleged to have been violated and stating the remedy sought, to the Superintendent. The Superintendent will arrange for a meeting to take place with the grievant within fifteen (15) days after receipt of the grievance. The Superintendent shall provide a written answer to the aggrieved employee within fifteen (15) days after the meeting.
- E. **Grievance--Step Three.** If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant may submit the grievance to the Board of Directors within ten (10) days of receiving the Step One answer. The Board shall allow the grievant to present his/her case to the Board at the next regularly scheduled Board meeting that occurs ten (10) days or more after the receipt of the written grievance.
- F. **Grievance--Arbitration.** If the grievant is not satisfied with the disposition of the grievance at Step Three, the Federation may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service, which shall act as the administrator for the proceedings. If a request for a hearing is not filed within fifteen (15) days of the Step Three answer, then the grievance shall be deemed withdrawn.
- G. **Grievance--Evidence.** Neither the Board of Directors nor the Federation shall be permitted to assert any grounds or evidence before the arbitrator that has not previously been disclosed to the other party.
- H. **Grievance--Binding Arbitration.** The decision of the arbitrator shall be binding.
- I. **Grievance--Arbitration Cost.** Each party shall bear the full costs for its representatives in the grievance procedure. The costs of the arbitrator, plus any Federal Mediation and Conciliation Service filing fees, shall be shared equally between the parties.
- J. **Grievance--Arbitration Transcripts.** If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the two

(2) transcripts shall be divided equally by the Board and the Federation.

Article VI - No Strike

The Federation agrees not to strike or engage in any work slowdown during the term of this Agreement. A strike is defined as the refusal of the Federation, a Federation member or a group of Federation members to provide the services agreed to in this Agreement during the term of this Agreement.

Article VII – Personnel File

Upon advance written notice to the superintendent, a Federation member shall have the right to review his/her personnel file. Such review shall take place during regular office hours. The Superintendent or his/her designee shall be present during the review. The Federation member shall have the right to attach a response to any items in the file. The Federation member shall have the right to have a representative present when viewing the file.

Article VIII – Board of Education Notices

The Federation President will be given written notice, agendas, and attachments, which include, but are not limited to, the monthly financial report and itemized bills, for all regular and special Board of Education meetings. Items given to the Board but not included in the monthly packet to the Federation President shall be listed on separate sheet and said sheet shall be a part of the monthly packet given to the Federation President. The notice, agendas and all attachments shall be given to the Federation President on the same day as they are given to the Board members.

Article IX - Right to Representation

A Federation member who is required to appear before the Board or administration in any meeting or hearing, which is called to discuss any disciplinary action against the Federation member, or which becomes disciplinary at any point during said meeting or hearing, is entitled to have a Federation representative of his/her choice present. All Weingarten Rights and restrictions apply to this article.

Anytime a Federation member is required to appear before the Board of Education, for any reason, the Federation member shall be notified of the

issue(s) and given all documentation pertaining to the issue(s) at least five (5) school days prior to the school board meeting at which the Federation member is required to appear.

Article X – Employment Conditions

A. School Calendar

The Board shall establish a school calendar of 187 days, of which there are 180 teacher responsibility days and 7 emergency days. The emergency days, if not used, shall be removed from the end of the school year, and shall not require teacher attendance.

B. Work Day

A Federation member's normal workday shall begin at 8:25 a.m. and shall end at 3:30 p.m.

C. Curriculum

Federation members who teach all core subjects in first grade through eighth grade shall provide a curriculum map. This curriculum will be reviewed and updated each year by the federation members. Both the initial curriculum map and subsequent changes will be approved by the Superintendent and Board. The curriculum maps/written curriculum will be kept in the Superintendent's office for each grade level for all core subjects and will also include maps for the following encore classes of PE and Music.

D. Duty-Free Lunch

Each Federation member will be given a duty-free lunch of at least 40 minutes.

Teachers who choose to perform supervisory duty during lunch at the request of the Superintendent shall be compensated at the Before and After School Duty pay rate.

E. Notification of Assignment

Federation members will be notified of their tentative teaching assignments no later than July 1st preceding the new school term. Open district teaching positions shall be offered to qualified Federation members in accordance with the Illinois School Code. Seniority with the District will not be considered unless all other factors are equal. Any

Federation member who qualifies for an open position, must make a written request for the position(s), to the Superintendent, within two-weeks of the posting of the position. During summer break, the Superintendent will post the position on the office door and send a copy of the posting to the Union's designee. During summer break, written requests for open positions must be made by qualified Federation members within two-weeks of the receipt of the posting by the Union's designee.

In the event that subsequent changes in assignments are made after July 1st, Federation members will be notified as soon as possible. The Federation member shall be allowed to resign if such changes are unacceptable.

F. Before and After School Duty

1. Federation members who are required to work outside their normal workday (Article IX-B), except for parent-teacher conferences, and extra duty assignments (as listed in Appendix B), to perform before and/or after school duty, shall be paid at the rate of \$20 per hour for the duration of the contract. Examples of before and/or after school duty include, but are not limited to, teacher meetings in addition to those referred to in F.3. below, student supervision, after school detention, special education staffings/ESL, and school events that require student supervision.

Music students' competitions and performances that require the presence of the music teacher that occur outside the normal workday, are excluded from Before and After School Duty pay.

2. For as long as Title 1 tutoring is offered, Federation members may voluntarily choose to work, with Superintendent approval, Title 1 after-school tutoring at the same rate as stated in the Before and After School Duty pay.
3. Certified teachers shall meet once per month as a group, with the superintendent, for teacher meetings. These once-monthly teacher meetings shall be held in conjunction with the School Improvement Meetings. On non-SIP meeting months, the Superintendent may schedule a meeting after school. Meetings during the lunch hour may also be held if mutually agreed upon by the Superintendent and the Federation. Teachers in attendance at these meetings shall

not be eligible for Before and After School Duty pay. A tentative meeting agenda shall be provided to teachers before the meeting.

G. Professional Development

Each teacher covered by this collective bargaining agreement shall be provided an opportunity to utilize the Title II Funds received by the School each year for professional development that applies to the teacher's certificate renewal. The use of funds shall be pre-approved by the Superintendent. Said Title II funds shall be divided equally among the teachers. If a teacher is unable to use the funds allocated to him/her, it shall be reallocated by the Superintendent for use by other teachers.

H. Planning Time

The Superintendent will prepare teaching schedules that ensure equitable planning time of at least 250 minutes per week and no less than 30 minutes/day. Part time employees will be pro-rated according to their total work week.

I. Student Medication

Teachers shall not be required to administer medication to pupils. Pupils shall be referred to proper, designated office or administrative personnel for this function.

Article XI – Leaves

A. **Sick Leave.** Each Federation member shall be entitled to a total of ten (10) sick leave days per year for members in years 1-7, thirteen (13) sick leave days per year for members in years 8-19, and sixteen (16) sick leave days per year for members in years 20+, which may accumulate to a total of three hundred forty (340) days. Sick leave shall be interpreted to mean personal/family illness, quarantine at home, or illness or funeral not covered by bereavement leave.

In the event that an employee needs to arrive later than contract workday start time or leave before contract workday end time, the time will be recorded in the office in 30-minute increments. When the recorded time reaches 3 ½ hours, one half sick day will be deducted.

Sick leave accumulation beyond the 340 day maximum shall be paid out at the end of each school year at the then current daily substitute rate.

- B. **Personal Leave.** Each Federation member shall be granted three (3) days of personal leave per school year. Requests for personal leave shall be submitted to the Superintendent at least 2 days prior to the request.

At the teacher's sole discretion, unused personal leave at the end of any school year may a) be converted to sick leave, b) be paid at the then current substitution rate, or c) be carried over as follows:

Unused personal leave may be carried over to the following school year to a maximum of six (6) personal days for any given year.

- C. **Bereavement Leave.** Each Federation member shall be granted three (3) days, per occurrence, for bereavement. "Family member" is defined as parents, stepparents, spouse, children (half, step, foster), grandparents, siblings (half, step, foster), grandchildren, in-laws of the same categories, legal guardians and domestic partner. If the Federation member utilizing Bereavement Leave requires more than the three days, the Federation member may use accumulated sick leave. For scheduling purposes, notification to the Superintendent of additional leave must be made more than 24 hours in advance.

- D. **Leaves of Absence.**

Leaves of absence without pay may be granted to tenured Federation members. Leaves of absence without pay shall be for no more than one (1) year in duration.

1. Written requests for leaves of absence without pay must be made to the Board of Directors.
2. Leaves may be granted at the discretion of the Board for:
 - i. Advanced study leading to a degree at an accredited university;
 - ii. Educationally related travel;
 - iii. Military service;
 - iv. Maternity, paternity, child-rearing;
 - v. Medical reasons; and

- vi. Other reasons acceptable to the Board
- 3. Federation members on approved leaves will retain seniority at the level held at the beginning of the leave.
- 4. Federation members on approved leaves will advance on the salary schedule if more than one hundred twenty (120) days of the school year is worked.
- 5. Federation members on approved leave may continue insurance benefits if they reimburse the District for any pro-rata costs of benefits for which they apply if allowed by the insurance company.

E. Appointments

In the event of a situation where an employee must attend an appointment at the beginning or the end of the school day, a request may be made to arrive after contract workday start time or leave before contract workday end time. The absence must be approved by the Superintendent or their designee.

Article XII – Seniority/Reductions in Force

Layoff or dismissal of Federation members as a result of a decision of the board to decrease the number of teachers employed by the Board, shall be made according to the Illinois School Code.

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.

Article XIII –Teacher Suspension

No Federation member may be suspended without pay except for cause as outlined in 105 ILCS 5/24 or 105 ILCS 5/23A-5j of the school code. This provision shall not apply to any reduction in force or other honorable dismissal.

Article XIV – Employee Compensation and Fringe Benefits

A. Salary Schedule

Employees shall be paid according to the Salary Schedule attached hereto and incorporated herein as Appendix A for the school years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24. The Salary Schedules have been calculated on a 180-day teacher responsibility schedule. The salary schedule shall be graduated by a 3-hour graduate course system.

Teachers who are eligible to move over a lane on the salary schedule must provide administration with a copy of the grade before August 25th of the year if moving over in the beginning of the school year or by January 15th of the year if moving over after the Christmas break. Administration will make every effort to update payroll records after the receipt of official grades

The hours obtained for further advancement on the salary schedule must be postgraduate hours that will apply toward a master's degree and must be mutually accepted by the superintendent and the school board.

B. Supplemental Pay Schedule

Federation members shall have the first right of refusal for any supplemental activity positions for which they are qualified and that may exist from time to time within the District.

The Supplemental Pay Schedule is attached hereto and incorporated herein as Appendix B for school years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24.

C. Insurance

Beginning in school year 2001-2002, the Board shall provide an Internal Revenue Service Code Section 125 cafeteria plan, which shall afford each teacher the option of selecting a health insurance benefit or cash. The District contribution to said Plan will be as follows:

24 School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 and 2023-

Full-time Federation Members

A Maximum of \$385.00 per month or the actual cost of the plan

Part-time Federation Members

A Maximum of \$192.50 per month or 50% of the actual cost of the plan

D. Mileage

The Board of Directors shall reimburse Federation members for transportation to meetings, conferences, workshops or other District business at the then current IRS mileage rate per mile, subject to approval by the Superintendent.

E. TRS

According to the authority granted by the Pension Reform Act of 1974, Section 414 (h) (2) of the Internal Revenue Code, the Board of Education agrees to pay from each teacher's gross salary (scheduled salary plus extra duty, if any) nine point four percent (9.4%) directly to the TRS as a tax sheltered contribution. Any increase above the current rate shall be shared equally by the Board and Federation.

Article XV – Retirement Incentive – Certified Staff

For teachers who qualify under this retirement plan, the board shall for the last years of service immediately preceding retirement, pay salary increases as follows:

- A. The teacher must be eligible and apply for retirement under the Illinois Teacher Retirement System, and
- B. No teacher may participate in this program unless she/he has sufficient service credit and/or age credit under the Illinois Teacher Retirement System to exempt the employer from payment of any penalty or other additional amount to the Teachers Retirement System, and
- C. The teacher must have at least 20 years of service in the Damiansville School District prior to their retirement date, and

- D. To participate in the benefit the teacher must submit an irrevocable retirement letter to the district by February 1 of the school year preceding the teacher's final year(s) of service.
 - a. Submitting a letter by February 1, prior to the last 4 years of service, the employee will receive a 3% salary increase each of the last 4 years based on the salary they receive the year the letter is turned in. They will then be removed from the salary schedule and not eligible for any steps horizontally or vertically.

Article XVI – Notices

All notices required by this agreement shall be given in writing and delivered by U.S. mail, return receipt requested to the following address:

For the Board:

Superintendent of Damiansville School
 101 E. Main St.
 Damiansville, IL 62215

For the Federation:

President of Local 06600
 (address to be supplied to district on
 an annual basis)

The return receipt will be conclusive of the date of receipt of the notice.

Article XVII – 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 for the duration of the Agreement.

Article XVIII – Duration

All provisions of this Agreement, unless otherwise stated, shall be in full force and effect the date the last party signs this Agreement, and shall remain in full force and effect until and including the last day before the first day of the 2023-24 school term.


Article XIX – Content of Agreement

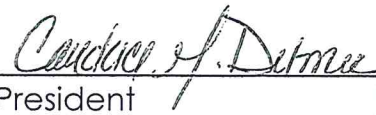
The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the


Federation. Both parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals upon the other party. All understanding and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement. The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to topics which have been incorporated into this collective bargaining agreement or were negotiated out of this collective bargaining agreement, during the term of this Agreement, except the parties may mutually agree to bargain collectively over any matter. Each party acknowledges that a continuing obligation to bargain will exist for mandatory topics of bargaining that are not set forth in this collective bargaining agreement when changes are contemplated that affect these mandatory topics of bargaining. Subject matters not referred to in this Agreement or statutes applicable to matters covered by this Agreement shall not be considered as part of the Agreement and remain exclusive Board and/or Administration prerogatives.

**BOARD OF DIRECTORS OF
DAMIANSVILLE SCHOOL DIST #62**

**DAMIANSVILLE FEDERATION OF
TEACHERS, LOCAL 06600
IFT/AFT, AFL-CIO**

 8/20/18
President Date

 8-20-18
President Date

 8/20/18
Secretary Date

 8/20/18
Secretary Date

Salary charts will be used as follows:

Upon hiring, new staff will be placed in the chart based on their education

BA	BA+9	BA+15	BA+24	BA+30	MS
28,915	29,421	29,936	30,460	30,993	31,535

When a teacher achieves enough college credit to move horizontally (BS+9, BS+15, BS+24, BS+30, or MS) and additional 1.75% will be added to the base salary.

After the first year of salary the staff are placed on the employee list below and will receive raises based on the negotiated agreement.

Year		2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
	Salary		5%	3%	3%	3%	3%	3%
	Schedule FY18	FY18	FY18 Salary	FY19 Salary	FY20 Salary	FY21 Salary	FY22 Salary	FY22 Salary
Name			+ Increase	+ Increase	+ Increase	+ Increase	+ Increase	+ Increase
C.P.	0	11,595	12,175	12,540	12,916	13,303	13,702	14,113
M.V.	5	31,613	33,194	34,190	35,216	36,272	37,360	38,481
T.G.	5	32,166	33,774	34,787	35,831	36,906	38,013	39,153
A.R.	7	35,080	36,834	37,939	39,077	40,249	41,456	42,700
C.D.	8	35,695	37,480	38,604	39,762	40,955	42,184	43,450
N.V.	10	36,955	38,803	39,967	41,166	42,401	43,673	44,983
M.W.	28	49,631	52,113	53,676	55,286	56,945	58,653	60,413

Appendix B

Damiansville Federation of Teachers, Local #06600 Supplemental Pay Schedule

- Student Council Sponsor** \$25 per hour for work outside their normal workday (as defined by Article X, Sections B and D herein) with a maximum of \$1250 total for this position.
- Scholar Bowl** \$25 per hour for work outside their normal workday (as defined by Article X, Sections B and D herein) with a maximum of \$1250 total for this position.
- Head Teacher** \$1000/year, prorated if the position is filled mid-year. Position will be elected by the Board with recommendation from the Superintendent to perform the following duties in the event the Superintendent is not on the campus;
- Supervise the students before and after school.
 - Handle discipline and other concerns that merit immediate attention.
 - Lunch supervision during head teacher's lunch period.
 - Leave 30 minutes after contract workday end time.

Appendix C

Damiansville School District 62

I. Grievant Name: _____

II. Section of Contract Violated: _____

III. Situation Given Rise to Grievance: _____

IV. Remedy Sought: _____

Submitted by:

Signature/Title

Date