

Collective Bargaining Agreement  
between the  
Board of Education  
of Oglesby Elementary School District No. 125

and

The Oglesby Federation of Teachers  
AFT Local 604, AFT, AFL-CIO

2010-2013

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## PREAMBLE

This agreement is made and entered into this 1st day of September, 2010, by and between the Board of Education of Oglesby School District #125, LaSalle County, Illinois, hereinafter referred to as the "Board" and the Oglesby Federation of Teachers, AFT Local #604, AFT, AFL-CIO, hereinafter referred to as the "Union," for the purpose of negotiating salaries, fringe benefits, and terms and conditions of employment of the bargaining unit defined herein.

The Union and the Board enter into this Agreement for the purpose of establishing a democratic atmosphere from which will develop procedures and policies conducive to a progressive educational milieu. Through the democratic procedure of collective bargaining, the above parties seek to promote effectiveness, fairness, and stability in teacher-administration relationships.

## ARTICLE I RECOGNITION

1. For the purpose of collective bargaining with respect to wages and working conditions, the Board recognizes the Union as the sole bargaining agent for all full - and part-time regularly employed certified professionals as defined by The Illinois School Code, except for those employees exempted or excluded from the bargaining unit under the Illinois Educational Labor Relations Act as confidential, managerial, administrative or supervisory employees or otherwise exempted. The Board will not bargain with any non-Union faculty member nor any other organization on wages and fringe benefits during the term of this Agreement.
2. The provisions of this Agreement shall constitute Board policy of record for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the board, which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
3. No member of the teaching staff shall be discriminated against for any purpose or in any respect by reason of membership in the Oglesby Federation of Teachers or for participation in the process of negotiations and resolving of grievances.
- 3A. Neither the Board nor the Administration shall make any attempt to regulate, control, or discipline a teacher's activities or behavior outside of the regular school day unless such activities or behavior clearly have a deleterious effect or impact on the discharge of the teacher's professional duties or the school district.
- 3B. Teachers, Board Members and Administrators shall attempt to avoid discussing Union-Board or Teacher-Board or Teacher-Administrator issues in the presence of students or other personnel.
4. The Union agrees to represent equally all certified employees covered by this agreement employed by the Oglesby Public Schools, District #125, included in the bargaining unit defined in Article I, Section 1, and to admit to membership all members of the professional staff, excluding the superintendent and principals, without qualifications

other than payment of dues and employment by the Board.

5. Except as provided in Section 5/24-14 of The Illinois School Code, the Board agrees not to take any action which will prevent any teacher from making application for or accepting a position in another school district. An application placed with another prospective employer shall not in any way prejudice such applicant's status in their present position.
6. Hereinafter the term "teacher" shall refer to all certified employees included in the bargaining unit as defined in Article I, Section 1 of this Agreement.
7. The Board shall not issue written individual contracts or written employment agreements with members of AFT Local 604 before a negotiated agreement has been reached between the Board and the Union.

## ARTICLE II WORKING CONDITIONS

The following items contained in Article II termed "Working Conditions" shall not in any way abridge the customary rights and privileges of the employees unless explicitly explained to the contrary in this Agreement.

### 1. USE OF SCHOOL FACILITIES

- A. An authorized representative of the local union shall have the right to place any announcements of Union business in the faculty mailboxes. The Union shall first notify the administration.
- B. The Union shall be allowed, within reason, to use partial bulletin board space in the faculty lounge and any other designated official bulletin board. No person except the Union designee shall add or remove material from the bulletin board space allotted by the Union. Only official Union business will be posted.
- C. The Board shall provide a clean, comfortable lounge in each school building. Union and Board employees shall exercise reasonable care in keeping the lounges free from litter.
- D. The Board shall attempt to provide the students and faculty members with reasonably clean and comfortable classrooms.
- E. Teachers shall report to appropriate authority conditions in the school deemed to be unsafe or unhealthy.
- F. Excluding equipment in the main office, the Union may -- by notification to the office -- use certain school facilities and equipment. Use of said equipment shall not interfere with any school work or activities, and any cost involved shall be borne by the Union.
- G. The Board shall take the necessary steps to provide teachers with telephone placed in the teachers' lounge. The Union will be responsible for toll calls.

## 2. CREDIT/PLACEMENT ON SALARY SCHEDULE

- A. All certified staff (teachers and non teaching – nurse, speech pathologist, social worker, coordinator(s) and psychologist) shall receive credit on the salary schedule for their previous experience on a one to one basis. Those teachers who have had their teaching careers interrupted by mandatory military service will be given credit on the salary schedule for that time spent in the service of their country.
- B. Placement on the salary schedule for non-teaching certified staff (Nurse, Speech Pathologist, Social Worker and Psychologist).

All non-teaching certified staff shall be placed:

- a. On the negotiated salary schedule
  - b. In the appropriate column of educationally earned degree(s)/credit(s).
  - c. At a minimum of actual experience, but not to exceed five (5) years beyond actual experience.
- C. New employees will be placed on the salary schedule at a step not to exceed the placement of current teachers with the same amount of experience.
  - D. Placement on the salary schedule of all certified staff will be furnished by the Board of Education to the President of the Union within five (5) working days of the start of each school year.

## 3. SCHOOL CALENDAR

- A. The board shall establish a school calendar in cooperation with area schools and state law and consult with the union president prior to adoption.
- B. The Board shall notify the Union of the next school year's calendar and provide a copy for each teacher as soon as it has been adopted.

## 4. TEACHER LEAVES

- A. **SICK LEAVE**-The Board shall grant all full time employees twelve (12) days per year for the first twenty (20) years, fifteen (15) days for years twenty-one (21) through thirty (30) and eighteen (18) days for each year thereafter of employment in the District with unlimited accumulation. Teachers who retire from Oglesby Elementary School District No. 125 directly into the Illinois Teacher Retirement System will receive ten dollars (\$10.00) for each accumulated sick day in excess of sick days necessary and used to maximize retirees' TRS creditable service (up to a one thousand dollar (\$1,000) reimbursable cap). Sick leave shall be interpreted to mean personal illness, or other serious illness within the immediate family. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. *CALLS SHOULD BE MADE TO THE AUTHORIZED*

*PERSON BETWEEN 6:30 A.M. - 7:00 A.M.*

- B1. **PERSONAL LEAVE** - Personal leave for business or personal matters not covered by sick leave definition, and which cannot be handled outside school hours, will be granted to all personnel covered by this Agreement upon request for such leave. Request for such leave shall be submitted in writing to the Superintendent at least two (2) days in advance of the proposed leave. Each teacher shall be guaranteed three (3) salaried personal leave days each school year. Any unused personal leave day shall be applied toward the unlimited accumulation of individual teacher sick leave days.
- B2. **EMERGENCY PERSONAL LEAVE** - Emergency personal leave without pay shall be granted for all personnel unable to comply with the requirements for regular personal leave unless such leave can be deducted from personal leave. Upon returning to work, the teacher shall provide a written statement of the reason for the emergency leave to the superintendent.
- C. **MATERNITY LEAVE**
1. Pregnancy/Childbirth Leave: Any teacher who is, in fact, sick or incapacitated due to pregnancy or childbirth, may use accumulated sick leave. A teacher will be presumed to be incapacitated for a period of six (6) weeks after childbirth and no medical proof of incapacitation will be required. If the teacher exhausts available sick leave, the teacher thereafter will be docked 1/180th of her annual salary for each day of absence due to the pregnancy/childbirth leave. Tenured teachers who are granted such leave shall retain tenure rights and seniority upon return. Leaves granted hereunder are countable toward any federal Family Medical Leave Act allotment.
  2. Child Rearing Leave: Tenured teachers who are pregnant and wish to apply for a child rearing leave, without compensation, shall make written application for the leave with the Superintendent, whenever practical, no later than forty-five (45) calendar days prior to the expected date of childbirth or adoption. Any such leave of absence shall be granted for a fixed period, mutually agreed upon by the teacher and the Superintendent, but not to exceed one (1) calendar year in duration. The Board of Education shall have final discretion in determining whether to grant the leave. It is understood that for purposes of instructional continuity, the District may require leaves to correspond to the start and end of semesters. Once child rearing leave commences, the employee may not access or use sick leave days. Tenured teachers who are granted such leave shall retain tenure rights and seniority upon return, and will earn seniority while on leave. Leaves granted hereunder are countable toward any federal Family Medical Leave Act allotment.
  3. Adoption: The provisions of subparagraphs (1) and (2) shall apply to adoption.

D. SABBATICAL LEAVE

A certified employee may apply for a sabbatical leave of absence pursuant to Section 24-6, 1, Chapter 122 of The School Code of Illinois as the law pertains to the existing school.

E. LEAVE OF ABSENCE - A leave of absence for tenure teachers for one year without pay or increment shall be granted for extended personal illness and for caring for a sick member of the immediate family. Similar leave of absence without pay or increment shall be granted for professional study but will be limited to one tenure teacher per year. Applications for such leave must be made in writing to the Superintendent by March 1st. Leaves granted hereunder are countable toward any federal Family Medical Leave Act allotment.

F. BEREAVEMENT LEAVE -

1. Death in the immediate family of a bargaining unit member shall be sufficient cause for a leave not to exceed three (3) school days, or five (5) school days if the death or burial occurs 500 miles or more (one way). For the purpose of this Section, immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brother-in-law, sister-in-law and legal guardian. One day of bereavement leave shall be granted in the event of the death of an aunt, uncle, niece or nephew.
2. Such leave shall be paid and shall not decrease a teacher's sick leave accumulation nor personal leave.

5. CLASSROOM OBSERVATIONS

- A. Before any written evaluation is made, the administration shall discuss the evaluation with the teacher.
- B. The administration shall provide the teacher with a copy of the evaluation.
- C. The observed teacher may place any correspondence to counteract any negative evaluation in his/her personnel file and will be allowed to correct the deficiencies.
- D. No teacher's evaluation shall be discussed before any student nor any teacher be criticized before any student.

6. SCHOOL DAY AND DAILY SCHEDULE

- A. The regular school day for teachers shall be from 8:30 a.m. to 3:35 p.m. or such times as fixed by the Board of Education, but not to exceed seven hours and five minutes. Faculty meetings may be called at the discretion of the administration and will not exceed thirty minutes.

- B. Club activities, sports activities, and dramatic activities shall be scheduled carefully so that major conflicts are avoided.
- C. Working on learning objectives and curriculum guides as required by the State Superintendent's office shall be done on calendar school days during school hours. Said work shall not be required during planning periods.
- D. Planning time. A teacher shall not be required to remain in his/her classroom during his planning periods, but shall not leave the building unless permission by the principal has been granted.
- E. There shall be early dismissal of school for the Thanksgiving, Christmas and Easter holidays.
- F. *LUNCH. THE DAILY LUNCH PERIOD SHALL BE THIRTY (30) CONSECUTIVE MINUTES.*

7. SENIORITY, TRANSFERS, ASSIGNMENTS AND PREPARATION PERIODS

- A. Posting Of Vacancies: When openings occur prior to August 1 of each year, each certified and qualified teacher will be notified of such openings by the Administration through posting of the vacancies in the main office and teachers' lounge. A copy will also be given to the union president. Over summer break the District will utilize electronic mail and an automated notification system such as AlertNow to notify teachers who are legally qualified and certified to hold the position. A teacher may request notification by mail by providing a self addressed envelope prior to or during summer break. Any teacher desiring to fill the vacancy shall, within five (5) business days of notice being sent, express his/her desire to the superintendent's office. In filling vacancies, the Board will consider such relevant factors as the instructional needs of the District and the educational backgrounds, experiences, achievements and seniority of the candidates. When one such opening is filled by a teacher from within the system, no notice or any of the other privileges provided in this section will apply to the opening created.
- B. Voluntary Transfers Or Reassignment: Any tenured teacher may request a transfer or reassignment in the coming school year and may apply in writing to the Superintendent for a reassignment where a vacancy exists. In filling vacancies the Board will consider such relevant factors as the instructional needs of the District and educational backgrounds, experiences, achievements and seniority of the candidates.
- C. A teacher transferring from the bargaining unit to an administrator position shall return to the bargaining unit if released from the administrator position unless the employee has been terminated for cause or has waived tenure under The Illinois School Code. Said teacher shall be given full credit on the salary schedule for service spent in the administration.

- D. Reduction in force: Seniority shall determine the order of reduction in force. Those teachers with the least seniority will be the first to be laid off in case of a cut back. Those teachers laid off shall be kept on an active list for two calendar years from the beginning of the school term. Re-hiring shall be accomplished using inverse order of seniority so far as they are legally qualified to hold such position.
- E. Preparation Periods: As described below, teachers shall receive a minimum amount of weekly preparation time during the student attendance day. Part-time teachers shall receive a pro-rated amount of preparation time proportionate to the time spent in the District. Preparation time is defined as non-student contact time and shall not include teachers' lunch period.
1. Washington: Teachers shall receive a minimum of one class period daily for preparation time during the student attendance day. \*Grant funded and Special Education Teachers are excluded from this section (See E3 below).
  2. Lincoln: Teachers shall receive a minimum of one hundred (100) minutes of preparation time during the student attendance week. \*Grant funded and Special Education Teachers are excluded from this section (See E3 below).
  3. Special Education and Grant Funded Teachers shall receive preparation time similar to the 2009-2010 school year.
  4. Teachers who perform internal substitution during their preparation time shall be compensated at the rate of pay stated on the extracurricular assignments schedule.

## 8. CUSTODIAL AND/OR CLERICAL DUTIES

- A. The teacher shall not be required to perform any custodial and/or clerical duties of any nature with the following exceptions:
1. Taking of attendance as required by the School Code.
  2. Taking of lunch monies and lunch count.
  3. Issuance and collection of textbooks and manuals.
  4. Collection of textbook rentals and insurance monies.
  5. Grading of papers, class preparations, lesson plans and similar teaching duties.

## 9. NOTIFICATION OF TEACHING ASSIGNMENTS AND SALARY

- A. The administration shall notify teachers in writing of their tentative teaching assignments for the coming school year on or before May 25th of the current school year. If there is any change in teaching assignment, the teacher will be notified as soon as possible.
- B. The administration will not modify or change the teaching assignment given to a teacher after the initial notification unless such change may be necessitated by staffing, enrollment, or other changes in conditions prevailing at the time of initial

notification, which directly affect teaching programs and assignments. This, at the discretion of the Board only.

- C. The following will be placed on contract along with the above information: Any extracurricular activities offered and accepted with the amount paid for such extracurricular activity.

#### 10. STUDENT GRADES

Student grades as reported by a teacher shall be final and shall not be questioned if pedagogically justifiable and reasonable, given established school grading policy and tradition.

#### 11. REPORT OF PERSONAL INJURY CASES

- A. Teachers or their designees shall report immediately in writing to the central office all cases of assault and/or battery suffered by them in connection with their employment.
- B. The report shall be forwarded to the Board. No disclosures shall be made by the Board which prejudices its coverage under its policies of insurance.
- C. The Board agrees to name teachers as employees of the Board within the scope of policies of insurance maintained by the Board for the District and the Board.
- D. Whenever a teacher is absent from school as a result of personal injury caused by an assault and/or battery arising out of and in the course of employment, he/she shall continue to receive his/her regular salary for a period of time equal to thirty (30) school days plus a number of school days equal to his/her accumulated sick leave days.

In no event shall the teacher receive his/her salary if he/she is declared physically able to return to work by a Board-designated physician. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Workmen's Compensation and/or Teacher Pension payments for temporary disability due to the said assault and/or battery injury for the period in which such salary is paid.

#### 12. EXTRACURRICULAR ASSIGNMENTS

- A. No teacher shall be expected to perform any extracurricular duties unless compensated.
- B. All extracurricular assignments shall be first offered on a voluntary basis internally (certified or non-certified). If the position is not filled within, the Board

has the right to fill the position(s) with community members (with or without pay). If the district finds no qualified applicants, the position(s) will be assigned to certified staff by reverse seniority (hire date) or the activity will not be offered.

Applicable extracurricular assignments include:

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Boys' Basketball Coach (Head)	\$2,846	\$2,902	\$3,018
Girls' Basketball Coach (Head)	\$2,846	\$2,902	\$3,018
Track Coach (Head)	\$2,846	\$2,902	\$3,018
Boys' Basketball Coach (Asst.)	\$1,543	\$1,573	\$1,637
Girls' Basketball Coach (Asst.)	\$1,543	\$1,573	\$1,637
Track Coach (Asst.)	\$1,543	\$1,573	\$1,637
Cheerleading	\$1,543	\$1,573	\$1,637
Volleyball (Head)	\$2,846	\$2,902	\$3,018
Volleyball (Asst.)	\$1,543	\$1,573	\$1,637
Student Council	\$1,747	\$1,781	\$1,853
Yearbook	\$1,747	\$1,781	\$1,853
Scholastic Bowl	\$1,543	\$1,573	\$1,637
Band	\$2,846	\$2,902	\$3,018
Choral Assistant	\$1,543	\$1,573	\$1,637
Technical Services	\$28.25/hr	\$28.80/hr	\$29.96/hr
Webmaster	\$2,846	\$2,902	\$3,018
Internal Substitute	\$5 per 20 min	\$5.10/20min	\$5.30/20min
Head Teacher	\$10/hr	\$10.20/hr	\$10.61/hr

Assistant coaches hired as needed.

### 13. ACADEMIC FREEDOM

- A. All instructional and newly initiated programs should be studied by a faculty committee with guidance from the principal and the superintendent with final approval by the Board at its sole discretion.
- B. Inquiries and Complaints. Except in unusual circumstances, upon the receipt of a formal complaint by a parent of a student directed toward a teacher, the building principal will attempt to channel such to the specific teacher. Resolution of such complaints will be explored through parent-teacher conference and/or principal-parent-teacher conference whenever possible. If the parent refuses to meet with the teacher, the building principal shall act as a mediator between the two parties.

If the parent or teacher is not satisfied with the results from the above, to seek adequate resolution of the problem, the following sequence of conferences will be employed as needed:

- (1) Parent-teacher conference;
- (2) Teacher-principal-parent conference;
- (3) Superintendent-parent-teacher conference;
- (4) Board of education-parent-teacher.

Should the complaint reach Level 4, the Administration shall notify the Union in writing.

14. COLLEGIATE COURSE WORK BEYOND BACHELOR DEGREE

Completion of collegiate course work past the Bachelors degree shall not be required for continued employment by the Board of Education. However, to attain lateral or horizontal movement on the salary schedule, the following criteria and rules must be used:

- A. All course work must have prior approval of the Superintendent.
- B. Transcripts proving successful completion of the course work from an accredited University or College must be presented to the District before the beginning of any given school year.
- C. Course work shall be approved by meeting one of the following criteria:
  - 1. Courses in the teacher's field of instruction or teaching assignment and approved by an accredited University or College which are approved by the institution for a degree program.
  - 2. Graduate level courses in an educational based degree program that does not lead to an administrative endorsement or certificate.
- D. Course work taken outside of a teachers field of instruction or teaching assignment that does not lead to an administrative endorsement or certificate will be reimbursed, however, if an employee is reimbursed and terminates district employment within five years of reimbursement, the employee will repay the District a percentage of the tuition amount paid to the employee by the District according to the chart below:

1 year	2 years	3 years	4 years	5 years
80%	65%	50%	35%	20%

- E. All tuition reimbursements will be paid to the faculty on or before June 30. The actual amount of tuition reimbursement per credit hour will be determined by dividing \$7,500 by the total faculty approved hours. Reimbursement will not exceed actual cost per college credit hour.

15. PROFESSIONAL GROWTH

School boards may require teachers in their employ to furnish from time to time evidence of continued professional growth.

16. EMERGENCY REQUISITIONS

- A. The emergency requisition shall be filed with the principal, and he/she will forward it to the superintendent for final approval.
- B. The superintendent shall notify the principal within two (2) days time of the approval or rejection. The principal will then notify the teacher.

17. EMPLOYEE PERSONAL INFORMATION

No member of the bargaining unit shall be required to furnish any personal information other than name, age, phone number and social security number unless the information is required by the laws of the State of Illinois.

18. PROCEDURE IN THE EVENT OF HAZARDOUS CONDUCT

- A. Whenever a teacher determines that the classroom conduct of a student may create an emergency safety hazard for himself/herself or other students enrolled in the class, the teacher shall act as follows:
  - 1. The teacher shall notify the principal, identifying the problem created by the student's conduct.
  - 2. The principal shall promptly investigate the matter and confer with the teacher and other appropriate members of the staff to verify the basis of the problem. The principal shall communicate his/her decision on the matter to the teacher.

19. PARKING FACILITIES

- A. Existing off-street paved parking facilities shall be properly maintained and identified exclusively for full-time employees' use.
- B. Snow, sleet or ice shall be removed from the teachers' parking facilities before 8:00 a.m. if at all possible. No teacher or other personnel is to park in said facilities prior to 8:00 a.m. when snow, sleet or ice conditions exist. This is to facilitate the removal of the above mentioned.

20. SUMMER WORK

Any certified staff employee assigned work to be performed during the months when school is not in session or beyond the contractual school calendar will be compensated at a per diem rate. Certified staff retain the right to refuse any work beyond the contractual school calendar.

21. UNION/MANAGEMENT MEETINGS:

The Superintendent or his/her designee shall meet on a monthly basis during the months of September through May with the union president or his/her designee at a mutually agreed upon time to discuss matters relating to the implementation of this agreement. The meetings shall be informal and have no official minutes maintained. Meetings can be postponed, rescheduled or cancelled by mutual agreement.

ARTICLE III  
GRIEVANCE PROCEDURE

1. DEFINITION OF GRIEVANCE

A grievance shall be a claim by a teacher that there has been an alleged violation, misapplication or misinterpretation of the terms of this Agreement.

2. STATEMENT OF BASIC PRINCIPLES

- A. Every teacher, group of teachers or the Union shall have the right to present grievances in accordance with the procedure.
- B. Any person who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- C. All parties have the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.
- D. If the teacher or the Union fails to pursue to the 5th step, the grievance shall be dropped without prejudice. If the Board or its administration fails to respond within the time limits established in the grievance procedure which follows, the grievance shall automatically go to the next step.
- E. The term "day" in this Article shall be considered school days, except that between the end of the school term in June and the beginning of the next school term, the term "day" shall refer to days in which the administrative offices are open. Timelines may be extended upon mutual agreement of the Union and the Board.

3. PROCEDURE

- A. 1st Step: Within five (5) school days of the occurrence or within fifteen (15) days of the date the teacher knows or should know of the occurrence an attempt shall be made to resolve any grievance by means of an informal, verbal discussion between the complainant and the lowest person in the administrative hierarchy who has the authority to make a decision on the matter. This person shall be designated to be the principal.
- B. 2nd Step: If the grievance cannot be resolved at the first step, it shall be put in writing within ten (10) school days of the informal hearing and presented to the

administrator with whom the informal discussion was held. The written grievance shall be submitted on the form attached hereto and made part of this Agreement. Within ten (10) school days of receipt of the written grievance, the administrator shall confer with the aggrieved, with the Union representation if desired, and render a written decision to the aggrieved and the Union.

- C. 3rd Step: If the grievance is not resolved at the second step, the aggrieved may appeal the decision of the first step administrator to the superintendent or his/her designee within ten (10) school days following receipt of the written decision at the second step. Within ten (10) school days after written appeal of the grievance is filed and the aggrieved, the Union representative, the superintendent or his/her designee, and such other representative of the District as either party deems necessary shall meet at a mutually agreeable time to discuss the grievance. If the grievance is not resolved to the satisfaction of the aggrieved at that meeting, the superintendent or his/her designee shall prepare and deliver his/her written decision to the aggrieved and the Union within ten (10) school days following said meeting.
- D. 4th Step: Appeal to the Board. Within ten (10) school days following receipt of the Superintendent's written decision of the grievance it shall be submitted to the Board of Education through the office of Superintendent. After the grievance has been submitted, the Board shall hear the grievance together with such parties as either party may desire. It will be the intent of the Board to consider such a grievance whenever practicable at the regularly scheduled meeting next following submission of the grievance to the Board level. In no event, however, will such grievance be considered later than the second meeting (regularly scheduled) following submission. A special meeting may be called if mutually agreed upon by both parties.
- E. 5th Step: If the grievance is not resolved in accordance with the foregoing procedures, the Union may, within thirty (30) days after the receipt of the Board's written answer, submit the grievance to the Illinois Educational Labor Relations Board or the Federal Mediation and Conciliation Service for binding arbitration. The arbitrator shall not, however, have the power to add to, subtract from, alter or modify in any way the terms or conditions of this Agreement. The selection of the Arbitrator shall be mutually agreed upon.
- F. Payment of Expenses: Expenses for the Arbitrator and expenses which are common to both parties shall be borne equally by the Board and the Union. Each party shall be responsible for the cost of compensating its own representatives and witnesses. If either party orders a transcript of the arbitration proceedings, the other party shall have access to the transcript.

ARTICLE IV  
EDUCATIONAL DEVELOPMENT COMMITTEE

1. COMMITTEE ORGANIZATION, OPERATION AND ROLE
  - A. The Union and the Board agree that an Education Development Committee (EDC) shall be established.
  - B. The Committee shall consist of six (6) members -- three (3) appointed by the Union and three (3) appointed by the Board. Both parties may utilize resource personnel and alternatives as possible.
  - C. The Committee shall establish its own time of meetings and rules of procedure; provided, however, that meetings of the Committee shall be held so as not to interfere in any way with any teacher's regularly scheduled school day.
  - D. The EDC shall discuss and consider professional matters relating to any changes or improvement of the educational programs.
  - E. The Board shall seek, whenever practical, EDC judgment on Board plans or proposals relating to the improvement of the Oglesby Public Schools. The Board shall also receive and act on plans and proposals originated by the EDC.
  - F. This Committee shall be authorized to establish sub-committees and appoint members to such committees as it deems necessary.
  - G. In any reports or recommendations from EDC to the Board, minority or differing views of individuals or groups on the committee may be made known.
  - H. The EDC and its sub-committees may be granted released time from the regularly scheduled school day as the Committee and the Board deem necessary to accomplish its functions.
  - I. Before budget hearings are held, the Union president will be allowed to make budget proposals to the Superintendent and his/her staff.

ARTICLE V  
PERSONNEL RECORDS

1. The teacher shall have the right to see all items and information in his/her personnel file, except for the confidential credentials sought at the time of employment.
2. All teachers' records shall be maintained under the following circumstances:
  - A. Only one official file shall be kept for each teacher.
  - B. Each teacher shall have the right to insert material relevant to his/her services in the school or his/her qualifications in general.
  - C. Neither a teacher's file nor any of its contents shall be copied without him/her

being notified.

- D. The teacher shall have the right to attach dissenting material to any item in his/her file.
- E. No teacher or school official or officer shall remove any material from the official teacher's file without notification to and acquiescence by both teacher and school official.
- F. All teachers' files shall be available for inspection by the Board of Education, any of its members, the superintendent and principals at any time.

## ARTICLE VI UNION ACTIVITIES

1. **USE OF SCHOOL FACILITIES.** An authorized representative of the Union local shall have the right to place a reasonable number of announcements in the faculty mailboxes. The superintendent shall receive a copy signed by the authorized Union representative of all the items placed in faculty mailboxes.
2. The President of the Union, or his/her designee, shall have the right to be present at all Board meetings, open meetings and special meetings.
3. The representative to the State or National convention may be excused from school to attend this convention without pay.
4. The Board shall place on the agenda of each regular Board meeting under "New Business" any matters brought to its attention for its consideration by the Union so long as these matters are made known in writing to the superintendent 72 hours prior to the regular meeting during vacation and two (2) school days at all other times.
5. The administration should not openly criticize a teacher. All such instances will be forwarded to the Union and appropriate action taken in the form of a grievance except that this paragraph shall not abridge the rights of the Board for tenure proceedings as provided by statute.
6. **RIGHT TO PRESENTATION.** If a faculty member is called to a disciplinary conference by an administrator, he/she shall have the right to a Union representative present at the conference.
7. For all members of the bargaining unit, the administration shall provide the Union with a copy of letters of reprimand, unsatisfactory summative evaluations, notices to remedy, or notices regarding consideration of disciplinary measures, when requested to do so by the Teacher.
8. The Board shall give the union president a copy of the Board agenda and the minutes of the previous meeting by Monday of said Board meeting. When school is not in session, the above aforementioned shall be sent to the Union president in such a manner that he/she shall receive such on the day of the meeting.

ARTICLE VII  
NEGOTIATIONS

Negotiations shall begin on or before February 1, or on a mutually acceptable date, in each school year when the end of the contract is reached. A written request for negotiations to begin shall constitute the beginning of negotiations.

Negotiations and Impasse procedures shall adhere to the School Code and the laws pertaining to collective bargaining in the State of Illinois.

**NO STRIKE.** During the term of this Agreement, except as prescribed in Section 13 of the new collective bargaining law governing the circumstances under which a strike shall occur, the Union agrees there shall be no strikes, work stoppages or slow downs. No officer or representative of the Union shall authorize, institute, instigate, aid or condone such activities.

**NO REPRISAL CLAUSE.** No employee of the District will be penalized, discriminated against, or disciplined because of participation in or support of the strike. However, it is understood and agreed that the days lost because of the strike will not be made up.

ARTICLE VIII  
SAVINGS CLAUSE

In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable this shall not affect the remainder of the provisions hereof, and either party, upon written notice, may demand negotiations of the subject held legally invalid or unenforceable.

ARTICLE IX  
MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE X  
ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during the negotiations of this Agreement and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not during the life of this Agreement except by mutual consent.

ARTICLE XI  
COMPENSATION

TAX SHELTERED RETIREMENT

For the duration of this contract, the Board shall pay full T.R.S. (10.3753%) on top of the salary schedule to defer T.R.S. contribution. It is further agreed that the Board will continue to pick up and to submit the remaining teacher's share as a tax shelter for the duration of this

contract. The Board will also pay the .85 of 1% for the retired teachers' medical insurance beginning the 2007-2008 school year. Any increase in T.R.S., the Board and teachers will split 50/50.

It is further agreed that the Union will hold the Board harmless and indemnify the Board against all liability, loss or expense of whatever nature arising out of the Board's agreement to make payments on behalf of each teacher to the Illinois Teacher's Retirement System. It is further agreed that the Board may deduct from each teacher's paycheck on a prorata and otherwise reasonable basis any amounts which the Board is obligated to pay as a result of the incorrect withholding of income or other taxes or contributions to the T.R.S.

LONGEVITY PAYMENT

Teachers on the last step of a salary column who do not receive a step increase in a school year shall receive in each such school year a longevity payment in addition to the amount shown on the last step of the salary schedule.

Once an employee qualifies for a longevity payment, that employee will continue to receive the annual longevity amount. Employees will receive a five percent (5%) increase to their annual longevity amount each year an employee does not receive a salary schedule step increase.

LONGEVITY SCHEDULE (These figures do not include TRS)

<u>Step</u>	<u>BS</u>	<u>BS+7</u>	<u>BS+15</u>	<u>BS+22</u>	<u>MA</u>	<u>MA+7</u>
1	250	500	750	1,000	1,250	1,500
2	263	525	788	1,050	1,313	1,575
3	276	551	827	1,103	1,378	1,654
4	289	579	868	1,158	1,447	1,736
5	304	608	912	1,216	1,519	1,823
6	319	638	957	1,276	1,595	1,914
7	335	670	1,005	1,340	1,675	2,010
8	352	704	1,055	1,407	1,759	2,111
9	369	739	1,108	1,477	1,847	2,216
10	388	776	1,163	1,551	1,939	2,327

HEALTH INSURANCE

For each full-time teacher who elects coverage under the District's group health insurance plan, the Board shall contribute an amount equal to the full premium cost for single coverage under the District's group health, dental and vision plan during the 2010-2011 and 2011-2012 school years. For the 2012-2013 school year the Board shall contribute the same amount contributed in the 2011-2012 school year plus, in the event the premium costs increase, an additional amount up to three percent (3%) above the 2011-2012 premium cost. Any premium cost increase above three percent (3%) in the 2012-2013 school year will be split

evenly (50/50) by the Board and the participating teacher.

The Board will establish and maintain a Health Reimbursement Arrangement Plan (“HRA Plan”) in order to reimburse teachers participating in the District’s health insurance plan a portion of their deductible expenses, as defined in the HRA plan.

Single Coverage - \$2,500 deductible: Each employee electing single coverage is responsible for the first \$250 of the deductible. Thereafter, the Board will reimburse the employee ninety percent (90%) of additional deductible expenses from \$250 to \$2,500 with a maximum total reimbursement of \$2,025 per year  $((\$2,500 - \$250) * .90 = \$2,025)$ . The employee is responsible for the remaining ten percent (10%). The maximum total employee out-of-pocket deductible expense annually is \$475 (the first \$250, then  $(\$2,500 - \$250) * .10 = \$225$ ).

Dependent or Family Coverage - \$5,000 deductible: Each employee electing employee plus one dependent or family coverage is responsible for the first \$250 of the deductible expenses incurred by the employee, and the first \$2,500 of the deductible expenses incurred by the employee’s covered dependents and/or family members. Thereafter, the Board will reimburse the employee ninety percent (90%) of additional deductible expenses up to a maximum total reimbursement of \$2,025 per year. The employee is responsible for any additional deductible expenses. The maximum total employee out-of-pocket deductible expense annually is \$2,975  $(\$5,000 - \$2,025 = \$2,975)$ .

Reimbursements to be issued pursuant to this section shall be done bi-monthly (i.e., twice per month).

### LIFE INSURANCE

The Board will pay the premium for a life insurance policy in the amount of \$50,000.00 with accidental death and dismemberment benefits.

### INSURANCE COMMITTEE

Teachers will form a committee which shall meet with the Superintendent and any other persons or employees the Superintendent or Board may select (including employees from other bargaining units) to consider ways to reduce premiums and contain insurance costs and to provide input to the Board regarding health insurance coverage.

### EARLY NOTIFICATION OF RETIREMENT

1. To be eligible, the teacher must have completed at least seventeen (17) years of full-time employment in District 125 immediately preceding retirement, and must be at least fifty-five (55) years of age by June 30 of the teacher’s retirement year.

The Board will pay the full one-time employer contribution to the Illinois Teachers Retirement System. It will be based upon the retiree’s last full-time annual total salary and the guidelines established by the Teachers Retirement System.

The District, by June 1 of each year, shall notify the Union of the number of available

retirement incentive opportunities for that year. The minimum shall be set at no less than two (2) per retirement year. Eligible employees may initiate a retirement plan by submitting an irrevocable letter of intent to retire, specifying the year of retirement, between June 1 and June 30 prior to the school year the retirement plan is to begin. Of those having so submitted their irrevocable notice, seniority shall rule as to the order of granting of the benefit.

2. Employees may select a plan length between five years and one year. If the employee selects a five year plan, his/her total creditable earnings during the fifth year before the retirement shall be increased by 6% over what it was the previous year. During the remaining four years of employment, the employee's creditable earnings shall be 6% more than it was the previous year. Employees selecting a plan less than five years, his/her creditable earnings in each of the years remaining until retirement shall be 6% greater than the previous year.

It is the intent of the parties that the Board of Education not be accessed any actuarial costs or other penalties by TRS as a result of employee compensation increases in any of the last four years of employment exceeding 6%. Therefore, the pay increase shall be limited to the amount that is TRS creditable without additional payment by the Board.

## ARTICLE XII FAIR SHARE

- A. 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 their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.
- B. 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 law and Labor Board rules.
- C. Such fair share payments 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) workdays of said deduction unless required to remit a fee to the Labor Board for escrow.
- D. The Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from which earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.
- E. 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.
- F. 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.
- G. 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. The Union shall not be responsible for the attorney's fees of any attorney for the employer other than an attorney employed and supervised or directed by the Union.

- H. 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.

ARTICLE XIII  
DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2010, and shall remain in full force and effect until August 31, 2013, and thereafter from year to year unless written notice shall be given to either party to amend or terminate this Agreement at least sixty (60) days prior to the 31st day of August, 2010, or any subsequent year.

DATED THIS 18<sup>TH</sup> DAY OF AUGUST, 2010.

\_\_\_\_\_  
President, Oglesby Federation of Teachers,  
AFT Local 604  
AFL-CIO

\_\_\_\_\_  
President, Board of Education  
District #125, Oglesby, IL

2010-2011, 2011-2012, 2012-2013 SALARY SCHEDULE  
REDUCTION OF PAPERWORK AGREEMENT  
DRUG AND ALCOHOL FREE WORKPLACE AGREEMENT  
GRIEVANCE FORM  
REPORT CARD PROCESSING COMMITTEE SIDE LETTER

2010-2011

<b>Experience for Initial Placement</b>	<b>Step</b>	<b>BS</b>	<b>BS+7</b>	<b>BS+15</b>	<b>BS+22</b>	<b>MA</b>	<b>MA+7</b>
1	1	31,400	32,900	34,400	35,900	37,900	39,400
2	2	31,500	33,000	34,500	36,000	38,000	39,500
3	3	31,700	33,200	34,700	36,200	38,200	39,700
4	4	32,000	33,500	35,000	36,500	38,500	40,000
5	5	32,400	33,900	35,400	36,900	38,900	40,400
6	6	32,900	34,400	35,900	37,400	39,400	40,900
7	7	33,500	35,000	36,500	38,000	40,000	41,500
8	8	34,200	35,700	37,200	38,700	40,700	42,200
9-10	9	35,000	36,500	38,000	39,500	41,500	43,000
11-12	10	35,900	37,400	38,900	40,400	42,400	43,900
13-14	11	37,400	38,900	40,400	41,900	43,900	45,400
15	12	38,400	39,900	41,400	42,900	44,900	46,400
16	13	39,400	40,900	42,400	43,900	45,900	47,400
17	14	40,400	41,900	43,400	44,900	46,900	48,400
18	15	41,400	42,900	44,400	45,900	47,900	49,400
19	16		44,400	45,900	47,400	49,400	50,900
20	17		45,400	46,900	48,400	50,400	51,900
21	18		46,400	47,900	49,400	51,400	52,900
22	19		47,400	48,900	50,400	52,400	53,900
23	20		48,400	49,900	51,400	53,400	54,900
24	21				52,900	54,900	56,400
25	22				53,900	55,900	57,400
26	23				54,900	56,900	58,400
27	24				55,900	57,900	59,400

These figures include the Board contribution of TRS (10.3753%).

2011-2012

<b>Experience for Initial Placement</b>	<b>Step</b>	<b>BS</b>	<b>BS+7</b>	<b>BS+15</b>	<b>BS+22</b>	<b>MA</b>	<b>MA+7</b>
1	1	31,400	32,900	34,400	35,900	37,900	39,400
2	2	31,500	33,000	34,500	36,000	38,000	39,500
3	3	31,700	33,200	34,700	36,200	38,200	39,700
4	4	32,000	33,500	35,000	36,500	38,500	40,000
5	5	32,400	33,900	35,400	36,900	38,900	40,400
6	6	32,900	34,400	35,900	37,400	39,400	40,900
7	7	33,500	35,000	36,500	38,000	40,000	41,500
8	8	34,200	35,700	37,200	38,700	40,700	42,200
9	9	35,000	36,500	38,000	39,500	41,500	43,000
10-11	10	35,900	37,400	38,900	40,400	42,400	43,900
12-13	11	37,400	38,900	40,400	41,900	43,900	45,400
14-15	12	38,400	39,900	41,400	42,900	44,900	46,400
16	13	39,400	40,900	42,400	43,900	45,900	47,400
17	14	40,400	41,900	43,400	44,900	46,900	48,400
18	15	41,400	42,900	44,400	45,900	47,900	49,400
19	16		44,400	45,900	47,400	49,400	50,900
20	17		45,400	46,900	48,400	50,400	51,900
21	18		46,400	47,900	49,400	51,400	52,900
22	19		47,400	48,900	50,400	52,400	53,900
23	20		48,400	49,900	51,400	53,400	54,900
24	21				52,900	54,900	56,400
25	22				53,900	55,900	57,400
26	23				54,900	56,900	58,400
27	24				55,900	57,900	59,400
28	25				56,900	58,900	60,400

These figures include the Board contribution of TRS (10.3753%).

2012-2013

<b>Experience for Initial Placement</b>	<b>Step</b>	<b>BS</b>	<b>BS+7</b>	<b>BS+15</b>	<b>BS+22</b>	<b>MA</b>	<b>MA+7</b>
1	1	32,028	33,558	35,088	36,618	38,658	40,188
2	2	32,130	33,660	35,190	36,720	38,760	40,290
3	3	32,334	33,864	35,394	36,924	38,964	40,494
4	4	32,640	34,170	35,700	37,230	39,270	40,800
5	5	33,048	34,578	36,108	37,638	39,678	41,208
6	6	33,558	35,088	36,618	38,148	40,188	41,718
7	7	34,170	35,700	37,230	38,760	40,800	42,330
8	8	34,884	36,414	37,944	39,474	41,514	43,044
9	9	35,700	37,230	38,760	40,290	42,330	43,860
10	10	36,618	38,148	39,678	41,208	43,248	44,778
11-12	11	38,148	39,678	41,208	42,738	44,778	46,308
13-14	12	39,168	40,698	42,228	43,758	45,798	47,328
15-16	13	40,188	41,718	43,248	44,778	46,818	48,348
17	14	41,208	42,738	44,268	45,798	47,838	49,368
18	15	42,228	43,758	45,288	46,818	48,858	50,388
19	16	43,758	45,288	46,818	48,348	50,388	51,918
20	17		46,308	47,838	49,368	51,408	52,938
21	18		47,328	48,858	50,388	52,428	53,958
22	19		48,348	49,878	51,408	53,448	54,978
23	20		49,368	50,898	52,428	54,468	55,998
24	21		50,898	52,428	53,958	55,998	57,528
25	22				54,978	57,018	58,548
26	23				55,998	58,038	59,568
27	24				57,018	59,058	60,588
28	25				58,038	60,078	61,608
29	26				59,568	61,608	63,138

These figures include the Board contribution of TRS (10.3753%).

## REDUCTION OF PAPERWORK AGREEMENT

### PREAMBLE

This Agreement is made and entered into this 19th day of May, 1988 by and between the Board of Education of Oglesby School District, #125, LaSalle County, Illinois, hereinafter referred to as the "Board", and the Oglesby Federation of Teachers, AFT Local 604, AFL-CIO, hereinafter referred to as the "Union", for the purpose of negotiating the reduction of paperwork for teachers outlined in HB 1301, which...

"Requires school board to meet with the collective bargaining representatives of their certificated and noncertificated staff to develop plans to reduce paperwork and routine tasks so teachers will have more time to teach. Such agreements are to be filed by districts with the appropriate regional superintendent of schools no later than June 1, 1988."

The Union and the Board enter into this Agreement for the purpose of establishing a democratic atmosphere from which will develop procedures and policies conducive to a progressive educational milieu. Through the democratic procedure of collective bargaining, the above parties seek to promote effectiveness, fairness, and stability in teacher-administration relationships.

### RECOGNITION

For the purposes of collective bargaining with respect to the reduction of paperwork for the teachers, the Board recognizes the Union as the sole bargaining agent for members of Local 604, American Federation of Teachers, AFL-CIO. The Board will not bargain with any non-Union faculty member nor any other organization regarding the reduction of paperwork for teachers during the term of this Agreement.

The provisions of this Agreement shall constitute Board policy of record for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule, or regulation of the Board, which is in conflict with a provision of this Agreement, shall be superseded and replaced by this Agreement.

### AGREEMENT CONDITIONS

The following items contained in this section represent the proposals and resolutions as agreed upon between the Board and the Union for the reduction of paperwork and routine tasks for teachers:

- Proposal I     Eliminate the monthly attendance summary sheets.
- Proposal I     The building secretary will complete the monthly attendance summary sheets.
- Proposal II    Eliminate the "Bulldog Bulletin".
- Proposal II    Teachers will no longer be responsible for the quarterly newspaper. The building secretary will develop a weekly home communication memo.

- Proposal III Eliminate the lunch count by the teachers.
- Proposal III Teachers will continue to complete the daily lunch count.
- Proposal IV Teachers wish to eliminate time running off dittos and thermal masters.
- Proposal IV The administration will provide access to the copy machines for the purpose of running off student work.
- Proposal V Eliminate the amount of forms to be filled out for a psychological referral.
- Proposal V Teachers will continue to complete the mandated referral forms when requesting psychological services for students.
- Proposal VI Teachers would like to eliminate duplicating lesson plans with carbon paper.
- Proposal VI Teachers will record lessons directly into their lesson plan books and a reduction copy made on the building copy machines will be handed in on Friday for the next school week.
- Proposal VII Teachers at Lincoln school requested an intercom system between classroom and building office.
- Proposal VII A two-way intercom system will be installed in each room at Lincoln school prior to the 1986-87 school term.

#### SAVINGS CLAUSE

In the event that any of the Provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity of unenforceability shall not affect the remainder of the provisions hereof, and either party, upon written notice, may demand negotiations of the subject held legally invalid or unenforceable.

#### MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

## ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during the negotiations of this Agreement and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not during the life of this Agreement except by mutual consent.

## DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2010 and shall remain in full force and effect until August 31, 2013, with re-opener privileges. Intent to exercise such re-opener shall be given on or before February 1, 2013, or on a mutually acceptable date.

\_\_\_\_\_  
President, Oglesby Fed. Of Teachers  
AFT Local 604

\_\_\_\_\_  
President, Board of Education

DRUG AND ALCOHOL FREE WORKPLACE  
EMPLOYEES

It is the policy of Oglesby Public Schools, District #125 that all District #125 workplaces shall be free from drugs and alcohol. All employees shall be prohibited from:

1. The unlawful manufacture, distribution, dispensation, possession, use or being under the influence of a controlled substance while on District premises or while performing work for the District.
2. The distribution, consumption, possession of or being under the influence of alcohol while on District premises or while performing work for the District.

As a condition of employment, new employees shall:

1. Agree in writing to abide by the terms of the District policy respecting a drug and alcohol-free workplace; and
2. Agree to notify his or her supervisor of his or her conviction of any criminal drug statute for a violation occurring on the District premises or while performing work for the District, no later than five (5) days after such a conviction.

In order to make employees aware of dangers of drug and alcohol abuse, the District shall:

1. Provide each employee with a copy of the District Drug and Alcohol Policy;
2. Post notice of the District Drug and Alcohol Policy in a place where other information for employees is posted;
3. Make available materials from local, state and national anti-drug and alcohol abuse organizations;
4. Enlist the aid of community and state agencies with drug and alcohol informational and rehabilitation programs to provide information to District employees.

## DISTRICT ACTION UPON VIOLATION OF POLICY

Any employee who violates the terms of this policy may be subject to disciplinary action, up to and including termination.

The School Board shall take disciplinary action with respect to an employee conviction of a drug offense in the workplace within thirty (30) days after receiving notice of the conviction.

Should the District be a current participant in a federal education program in which the District is the prime grantee and a direct receiver of federal funds, the Superintendent shall notify the appropriate federal agency from which the District receives grant monies of the employee conviction within ten (10) days after receiving notice of the conviction.

The District may require an employee who violates the terms of this policy to satisfactorily participate in a drug or alcohol abuse assistance or rehabilitation program which has been approved by the Board.

OGLESBY PUBLIC SCHOOLS

DISTRICT #125

OGLESBY, ILLINOIS

NAME OF EMPLOYEE: \_\_\_\_\_

I acknowledge receipt of a copy of the Oglesby Public Schools, District #125 Board Policy, Drug and Alcohol Free Workplace, Employees.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Grievance Re: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Time and Date of Submission: \_\_\_\_\_

Contract Provisions Violated: \_\_\_\_\_

Employee(s) Involved in Grievance: \_\_\_\_\_

Statement of Issues: \_\_\_\_\_

\_\_\_\_\_

Synopsis of Facts Giving Rise to the Alleged Violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Action or Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Union

Date and time received \_\_\_\_\_

Received by \_\_\_\_\_ Title \_\_\_\_\_