

OGLESBY PUBLIC SCHOOLS

DISTRICT #125

TEACHER AIDES, MEDIA SUPPORT STAFF  
AND PARENT EDUCATORS CONTRACT

2010-2013

TABLE OF CONTENTS

PREAMBLE ..... 1

ARTICLE I – RECOGNITION ..... 1

ARTICLE II – DEFINITION OF BENEFITS ..... 1

ARTICLE III – SENIORITY ..... 3

ARTICLE IV – GRIEVANCE PROCEDURE ..... 4

ARTICLE V – WAGES AND FRINGE BENEFITS ..... 6

ARTICLE VI – NEGOTIATIONS ..... 8

ARTICLE VII – SAVINGS CLAUSE ..... 8

ARTICLE VIII – FAIR SHARE ..... 8

ARTICLE IX – MANAGEMENT RIGHTS ..... 9

ARTICLE X – ZIPPER CLAUSE ..... 9

ARTICLE XI – DURATION OF AGREEMENT ..... 10

DRUG AND ALCOHOL FREE WORKPLACE AGREEMENT.. 11

DISTRICT ACTION UPON VIOLATION OF POLICY ..... 12

ACKNOWLEDGEMENT ..... 13

GRIEVANCE FORM ..... 14

## PREAMBLE

This agreement is made and entered into this 1<sup>st</sup> day of September, 2010, by and between the Board of Education of Oglesby School District, LaSalle County, Illinois, hereinafter referred to as the “Board” and the Oglesby Elementary Teachers Union, 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 Aides, Media Support Staff and Parent Educators employed in District #125.

## 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 Aides, Media Support Staff and Parent Educators employed in Oglesby District #125, excluding all administrative personnel. The Board will not bargain with any non-Union 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 previous adopted policy, rule or regulation of Board, which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
3. No employees covered by this Agreement shall be discriminated against for any purpose or in any respect by reason of membership in the Oglesby Elementary Teachers Union or for participation in the process of negotiations and resolving of grievances.
4. All terms and conditions of the Oglesby Elementary Teachers Union, Local 604 Aides Collective Bargaining Agreement shall apply to the Media Support and Parent Educator staff positions, unless specific items are bargained otherwise.

## ARTICLE II DEFINITIONS AND BENEFITS

1. Full-time aides work the length of the student day.

Media Support Staff’s workday – six (6) hour and twenty (20) minute work day with ½ hour unpaid lunch. 8:30-3:20

Parent Educator’s workday - 8:30-3:35 (same as teachers)

2. SICK LEAVE

Each full-time employee covered by this Agreement shall be granted twelve (12) sick days per year at the beginning of each school year, with unlimited accumulation. At the time of retirement, any sick days not used for maximizing IMRF pension shall be paid at the rate of \$25.00 a day.

Part-time employees shall be granted prorated sick leave on the basis of the following schedule:

20 hours per week – 8 days of leave per year

15 hours per week – 6 days of leave per year

10 hours per week – 4 days of leave per year

3. 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 employee covered by this Agreement shall be guaranteed three (3) salaried personal leave days each school year. Any unused personal leave day(s) shall be applied toward the unlimited accumulation of the individual employee's sick leave days.

4. EMERGENCY PERSONAL LEAVE

Emergency Personal Leave without pay shall be granted for all employees covered by this Agreement. Upon returning to work, the employee shall provide a written statement of the reason for the emergency leave to the Superintendent.

5. BEREAVEMENT LEAVE

- a. 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.
- b. Such leave shall be paid and shall not decrease the employee's sick leave accumulation nor personal leave.

## ARTICLE III SENIORITY

Seniority shall be designed by categories:

- A. Aides
- B. Media Support Staff
- C. Parent Educator

Should a position become available in the district, any Aide, Media Support Staff Personnel, or Parent Educator who is certified and qualified to fill the position shall be considered for said position upon application and verification of qualification before outside applicants.

### 1. REDUCTION IN FORCE

Seniority shall determine the order of the reduction in force. Those employees with the least seniority shall be the first laid off in case of a cut back.

### 2. TRANSFER

An employee may apply for a vacant position in another building or grade level. Transfers shall be on the basis of seniority and qualifications (by Superintendent).

### 3. POSTING OF VACANCIES

- a. When openings for employees covered under this Agreement occur prior to August 1 of each year, each employee will be notified of such opening 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 *Alert Now* to notify employees covered under this Agreement who are legally qualified and certified to hold the position. Employees may request notification by mail by providing a self addressed envelope prior to or during summer break. Any employee 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 an employee covered under this agreement from within the system, no notice or any of the other privileges provided in this section will apply to the opening created.
- b. Should a teaching position become available in the district, any employee covered by this agreement who is certified and qualified to fill the position shall be considered for said position upon application and verification of qualifications before outside applicants.

4. Employees covered under this Agreement will be notified of following year assignments prior to the end of the present school year.

## ARTICLE IV GRIEVANCE PROCEDURE

### 1. DEFINITION OF GRIEVANCE

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

### 2. STATEMENT OF BASIC PRINCIPLES

- a. Every employee, group of employees covered by this agreement, 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 a member covered under this agreement or Union fails to pursue to the next step E, 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 “employee” 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. 2<sup>nd</sup> 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. 3<sup>rd</sup> 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 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 designee, and such other representative of the District as either part 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 designee shall prepare and deliver his written decision to the aggrieved and the Union within ten (10) school days following said meeting.
- d. 4<sup>th</sup> 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. 5<sup>th</sup> 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 V  
WAGES AND FRINGE BENEFITS

1. RATE OF PAY

	1 <sup>st</sup> Step	2 <sup>nd</sup> Step	3 <sup>rd</sup> Step	4thStep
2010-2011	\$12.34	\$13.31	\$14.26	\$14.82
2011-2012	\$12.58	\$13.57	\$14.54	\$15.11
2012-2013	\$13.09	\$14.12	\$15.13	\$15.72

Teacher aides that have earned an Associates Degree will be placed on the 4<sup>th</sup> step. Aides that have earned a Bachelors Degree shall earn \$.50 per hour more than what is reflected on step four on the salary schedule.

MEDIA SUPPORT STAFF

2010-2011	\$15.91
2011-2012	\$16.22
2012-2013	\$16.87

**OVERTIME COMPENSATION:** Any pre-approved hours by administration, over 40 hours per week shall be paid at time and ½.

**SUMMER WORK:** Administrative pre-approved work will be compensated at the time and ½ rate.

PARENT EDUCATOR

2010-2011	\$26,089
2011-2012	\$26,600
2012-2013	\$27,669

2. Duties beyond the student school day shall be paid at the normal hourly rate.
3. **SUBSTITUTE PAY:** Aides who substitute shall be paid at the substitute teacher rate.
4. Parent Educator and Media Support Staff employees shall work 180 days. Aides shall work a minimum of 178 days. At the Superintendent's discretion, Aides may be required to work up to two (2) additional days during the school year.
5. Employees covered under this Agreement will be paid on a bi-weekly basis on a twenty-six (26) week pay period.
6. **HEALTH INSURANCE:** The same coverage as teachers if the employee covered under this contract is a full-time employee as defined in Article II.

- 7. **LIFE INSURANCE:** The same coverage as teachers if employee is full-time as defined in Article II.
- 8. **PAID HOLIDAYS:** Aides and Media Support Staff covered under this Agreement will be paid their regular rate of pay, calculated on their regularly scheduled hours per day for the following holidays:

Christmas	President's Day
Thanksgiving	Labor Day
Easter	New Year's Day
Memorial Day	Martin Luther King's Birthday

- 9. **MILEAGE ALLOWANCE:** Employees who are required to use their personal vehicles in the course of their employment or otherwise use their vehicles in authorized services to the district shall be reimbursed at the current IRS rate.
- 10. **LONGEVITY PAYMENT:** Employees covered under this agreement shall receive a longevity payment in addition to their regular pay beginning in their sixth (6th) year of service to District 125. Longevity payments are as follows:

Year 6	\$100	Year 11	\$225	Year 16	\$350
Year 7	\$125	Year 12	\$250	Year 17	\$375
Year 8	\$150	Year 13	\$275	Year 18	\$400
Year 9	\$175	Year 14	\$300	Year 19	\$425
Year 10	\$200	Year 15	\$325	Year 20	\$450
				Year 21 plus	\$500

- 11. **RETIREMENT BONUS:** To be eligible, employees must have completed at least seventeen (17) consecutive years of service to District 125 immediately preceding retirement, and meet IMRF rules governing retirement.

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.

Employees may select a plan length between two years and one year. If the employee selects a two year plan, his/her total creditable earnings during the second year before the retirement shall be increased by 6% over what it was the previous year. During the remaining year of employment, the employee's creditable earnings shall be 6% more than it was the previous year. Employee's selecting a plan length of one year; his/her creditable earnings shall be 6% greater than the previous year.

## ARTICLE VI NEGOTIATIONS

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 terms 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 VII 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 VIII 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 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 of 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  
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 31<sup>st</sup> of August, 2013, or any subsequent year.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

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

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

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 educational 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 \_\_\_\_\_