

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GALATIA COMMUNITY UNIT NO. 1

AND

THE GALATIA EDUCATION ASSOCIATION/IEA-NEA

2012-2013

2013-2014

2014-2015

ARTICLE I

NEGOTIATIONS GUIDELINES

- 1.1 Each party may name its own bargaining team of three to five members.
- 1.2 Bargaining meetings shall be closed sessions.
- 1.3 Bargaining meetings shall generally last two (2) hours, except that either team may end a meeting earlier if no progress is being made and the teams may mutually agree to extend a meeting.
- 1.4 Each negotiating team may caucus when deems necessary.
- 1.5 To the extent feasible, the date and time of the next negotiating session, along with a tentative list of Articles to be negotiated at the next meeting, shall be mutually agreed upon prior to adjournment of any session.
- 1.6 Tentative agreements shall be reduced to writing, in duplicate, and initialed by each spokesperson negotiating that Article during that negotiating session. Initialed copies shall be distributed to each negotiating team.

ARTICLE II

RECOGNITION

- 2.1 The Board of Education of Galatia Community Unit Number One, Saline, Hamilton, and Williamson Counties, Illinois, hereinafter referred to as the "Board" recognizes the Galatia Education Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association" as the sole and exclusive bargaining representative for all certified professional teaching personnel regularly employed in the district which are not administrative or supervisory in nature.

The Board of Education agrees not to negotiate with any other Teacher's Organization, individual teacher, or group of teachers concerning matters specifically contained in this Agreement for the duration of this Agreement unless mutually agreed upon by the Association and the Board.

The Superintendent, President or officers of the Association shall meet periodically to discuss matters of mutual concern. Meetings shall not interfere with educational programs. These meetings shall not be used as a vehicle for collective bargaining. Superintendent may have other personnel present if desired. Their opinions and recommendations shall be reported to the Board by the Superintendent and to the Association by the President.

ARTICLE III

NEGOTIATIONS PROCEDURE

- 3.1 Each party shall select its own representatives. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 3.2 Upon mutual conclusion of negotiations, all initialed tentative agreements shall be assembled into a single document and shall be submitted to the membership of the Association for ratification within thirty (30) days. Following ratification by the Association, the Board of Education will act upon same within thirty (30) days.
- 3.3 When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible, with the parties or their representative, or both, either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement provided that the mediator shall not, without the consent of both parties, recommend new terms of settlement, or make findings of fact.

ARTICLE IV

ASSOCIATION SECURITY

- 4.1 Any certified teaching employee who is a member or has applied for membership in the Association may sign and deliver to the Board or bookkeeper of the Board an authorization for continuous dues deductions. The appropriate authorization forms shall be provided by the Association. The authorization is continuous and shall remain in effect from year to year unless the employee resigns from his/her teaching position. The Board Bookkeeper shall deduct from each teacher's pay the current dues of the Association provided the authorization form has been received by the Board bookkeeper.
- A. Pursuant to such authorization, the Board bookkeeper shall deduct one-tenth of such dues from the regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year.
- B. The Board bookkeeper shall remit said deducted dues to the organization (IEA, NEA, and Association). The remittance shall be made within ten (10) days following the last pay period deduction for each month.
- 4.2 All Bargaining Unit Members who are current Association members and all newly hired certified teaching personnel as a condition of employment on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues for cost attributable to the collective bargaining process.

In the event that the certified teacher does not join the Association, the Board bookkeeper shall deduct the fair share fee from the regular salary check of that non-member each month for ten (10) months beginning in September and ending in June of each year. Such fees shall be remitted to the respective organizations (IEA, NEA, and Association) along with the dues of the members.

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and all fair share fee objections shall be resolved in accordance with the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE V

ASSOCIATION RIGHTS

- 5.1 Official minutes of Board meetings, Board bills, treasurer's report and Agenda of all upcoming Board Meeting(s), shall be provided to the Association President each month except any information that requires closed session, privileged and confidential information. The Approved final Budget (ISBE Form #50-36) of the School District, the approved annual financial report (1SBE Form #50-35), and a scatter gram shall be available for the Association President by requesting same from the Superintendent.
- 5.2 Within ten (10) days of Board approval, the Association President shall be provided contact information for new teachers.
- 5.3 Within thirty (30) days of ratification of this agreement, if feasible, the Board of Education shall furnish the Association with enough copies of the Agreement to distribute to each employee in the Bargaining Unit.

5.4 The Association shall have the right to:

- A) Use designated school equipment such as computers, printers, fax machines, scanners, and copy machines for Association announcements provided: (1) Such use will in no manner interfere with instructional or other needs of the School District; and (2) The Association will furnish the paper.
- B) Use school facilities for Association meetings, provided: (1) Such meeting space is available; (2) Such meeting neither interferes with the School District's educational programs, nor conflicts with school events or teachers' assignments.

Use a designated bulletin board in each building and use of the teacher mail boxes for posting and distribution of announcements of the Association provided: (1) Bulletin board announcements will not contain any information defamatory to members, employees, or agents of the Board; (2) such announcements do not involve endorsements of political candidates; and (3) All such announcements will be identified as Association materials.

- 5.5 The Association will annually notify the Board, to the extent feasible, within twenty (20) days of any election, of the Association Officers.
- 5.6 Association leave will be granted in the event the Association desires to send representatives (not to exceed three at one time) to local, state, or national conferences. The representatives of the Association shall be excused without the loss of salary or benefits in accordance with the following provisions:

- A. The number of Association leave days shall be six (6) days per year not subject to accrual.
- B. The Association may purchase. Up to fifteen (15) additional days of Association Leave by paying the cost of the substitute to the Board.
- C. The President of the Association shall submit a written request, naming the individual(s) who is/are requesting to attend, for approval to the Unit Superintendent at least one week in advance of the anticipated usage.

ARTICLE VI
TEACHER RIGHTS

- 6.1 No teacher will be disciplined without just cause.
- 6.2 No teacher shall be reprimanded in public.
- 6.3 A teacher shall be entitled to have a representative of the Association present during any meeting which may lead to disciplinary action. When a request for representation is made, no action shall be taken until a representative of the Association is present. Should possible disciplinary action be the subject of the meeting, the teacher shall be advised immediately of the right to representation under this provision of the Agreement.
- 6.4 Each teacher shall have the right, upon written request to review the contents of their personnel file within two (2) working days of said request. Such review shall occur during normal business hours. No evaluative or other materials shall be placed in the file unless the teacher has seen and been made aware of the intention to place said material in the file. The teacher shall have the right to respond to any material placed in his/her file if submitted with thirty (30) working days of the teacher's receipt of a copy of the original material. Nothing shall be permanently removed from the file without consent of the Board.

ARTICLE VII

MANAGEMENT RIGHTS

- 7.1 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 as to violate any of the specific provisions of this Agreement or the law.

ARTICLE VIII

TEACHER WORK SCHEDULE

- 8.1 The Board of Education will allow for Association views regarding the School Calendar, however, the final adoption of the School Calendar will be done by the Board of Education. The employee work year shall be no more than 180 school days.
- 8.2 To the extent feasible, Teachers shall be required to report to work 15 minutes prior to the start of the normal student day and may leave after the completion of their professional responsibilities, but not earlier than 15 minutes after completion of the normal student day, unless prior Administrative approval is given. Professional responsibilities include staff meetings, parent-student conferences, open houses, extra-curricular and other paid assignments, staff committee meetings, emergencies, and other matters related to the work day. The normal student work day shall be defined as five (5) hours and forty (40) minutes, unless State mandates dictate otherwise. In that event, the district will be obligated to follow State mandates.
- 8.3 Each teacher shall receive a lunch period as required by Section 24-9 of The School Code.
- 8.4 Extra curricular activities will be compensated according to a Supplemental Work Schedule attached as Appendix D.
- 8.5 To the extent feasible, each full-time Jr./Sr. high school teacher shall get one 30 minute or one student class period preparation time during the student attendance day. To the extent feasible, each full-time elementary school teacher shall have as a preparation period the time when his/her class is involved in art, music, etc. However, if those classes are cancelled, the elementary school teacher will be responsible for his/her class and will be compensated in accordance with article 8.6 below.
- 8.6 In the event a teacher is requested to be an internal substitute, he/she shall be reimbursed twenty dollars (\$20.00) per class. Forms shall be provided each teacher to request payment for internal substitution. Payment shall be made on next regular paycheck when feasible. Administration has the right to assign coverage for the safety of all students.
- 8.7 Except in case of emergency when a teacher is required to attend an after-school activity, he/she shall be given one week's notice.
- 8.8 On early dismissal days, the 1st bell will ring at 1:45. Teachers may leave 5 minutes after the last student dismissal (except in emergency situations) on the following days;
Thanksgiving, Christmas, Easter/Spring Break, Fall Harvest, Valentine's Day and Parent-Teacher Conferences.

ARTICLE IX

PAID LEAVES

- 9.1 Sick Leave. Each employee shall be entitled to thirteen (13) sick leave days per school term without loss of pay. Sick leave shall accumulate without limitation. Sick leave shall be interpreted to mean personal illness or an illness in the immediate family or household. The immediate family for purposes of this Article shall include: parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, nieces, nephews and legal guardians.
- A. Pregnancy will be treated as any other disability for the period of actual disability.
- B. Upon retirement, teachers will be paid for all unused sick leave days not used for TRS service credit at one-half the daily rate for substitute teachers. Such payments shall be made within ten (10) days after the teacher's last workday and/or receipt of his/her last regular paycheck, whichever comes last.
- C. A teacher who does not use any paid leaves will receive \$100 the first year, \$150 the second year, and \$200 the third year. (The teacher may use one personal day. This will not affect the bonus.)
- 9.2 Personal Leave. Each teacher shall be entitled to three (3) days of personal leave without loss of pay and each teacher may buy one (1) more personal day at the current substitute rate of pay. Written notification of such leave shall be made to the building administrator at least two teacher employment days and not more than thirty (30) days prior to the onset of such leave, provided in an emergency such application may be made at a later time with an explanation of such emergency. Approval from the building administrator shall be required if three or more teachers from the same building request personal leave on the same date. In such cases, approval shall be granted based on seniority of those requesting the personal leave. Such leave shall not be used at any time for participation in any work stoppage or collective bargaining dispute. The first and last three teacher employment days for the school year and the days immediately preceding or following a legal holiday, vacation, or school recess shall not be available for personal leave unless special prior approval is granted by the Superintendent. Unused Personal Leave days will be added to accumulated Sick Leave.
- 9.3 Jury Duty. The Board shall pay the regular salary to teachers called to serve as jurors, reduced by the amount of compensation received by the teachers for such service when such service cannot be reasonably postponed to recess or vacation periods. Teachers on such service shall make every effort to meet

their classes when their services are not required and shall provide lesson plans for their substitutes.

- 9.4 A written statement of total accumulated Sick Leave shall be distributed to each teacher within five (5) working days of the opening of the school year.

ARTICLE X

UNPAID LEAVES

10.1 Parental Leave of Absence.

A tenure Teacher shall be eligible for parental/child rearing leave without pay or other benefits subject to the following conditions: (As used herein, "teacher" means a tenured teacher, except in paragraph D, which is applicable only to non-tenured teachers, and paragraph E, which is applicable to all teachers.)

- A. The teacher shall advise the Superintendent or designee of her pregnancy and expected delivery date or adoption and expected placement date.
- B. The Superintendent or designee and the teacher shall prepare a plan for the commencement and termination of such leave, taking into consideration medical factors and the maintenance of continuity of instruction. The leave shall not exceed the balance of the school semester in which it commences and one (1) additional semester.

The Board may extend any of the provisions of this section and any such extensions shall not set a precedent.

- C. Following the expiration of up to twelve (12) weeks of Family Medical Leave Act, (FMLA). The teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office.
- D. A parental/child rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher, and provide the terms of such level shall not be considered in computing full-time employment under Section 24-11 of the ILLINOIS SCHOOL CODE for purposes of the continuous employment necessary to attain tenure. The granting of parental leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board.
- E. Nothing in this policy shall be construed as requiring the teacher to utilize accumulated sick leave during any period of disability related to her pregnancy, the delivery of the child or the adoption or placement of the child. If a teacher exhausts accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such teacher shall return to employment immediately following

the termination of actual disability employment immediately following the termination of actual disability.

- F. In the event of a stillbirth or death of a child within sixty (60) days of the date of birth, the Board may, in its discretion, permit the termination of a child-rearing leave upon the request of any teacher. The termination or non-termination of the leave shall be non-precedent setting with request by such teacher or any other teacher.
- G. Adoption. Leave of Absence of up to one year shall be granted to any teacher who becomes an adoptive parent. Written notification shall be given to the Superintendent as soon as placement date is known.

This section shall not be applicable if the adopted child is ten years old or older at the time the child is received.

10.2 General Leave of Absence

The Board may grant a leave of absence without pay to a tenured teacher for a period of up to one school year upon such terms and conditions as the Board may elect. The granting, withholding, or conditioning of such leave of absence shall be non-precedent setting with respect to any other request of such leave by such teacher or any other teacher.

ARTICLE XI

PROMOTION, VACANCIES AND TRANSFER

- 11.1 The Board shall post a *notice of* any vacancy which occurs in the bargaining unit in the administrative offices in each building and provide such notice to the Association President five (5) days prior to filling such vacancy. As used herein, vacancy shall mean any full-time or regular part-time position the filling of which requires the employment of an additional employee not currently employed within the bargaining unit or having recall rights under the terms of this staff within the bargaining unit. During the summer when school is not in session, all vacancy notices, including extra-curricular will be mailed to the Association President, Vice-President and Secretary. The rest of the Association will be contacted by the number provided to the Unit's School Outreach Program. Vacancies shall be filled based on the Boards consideration of factors that include without limitation certification, qualifications, merit and ability and relevant experience. Seniority shall be considered only when all other factors are determined by the board to be equal. Posted vacancies may be permanently filled ten (10) school days following the date of posting or notification.
- 11.2 To the extent possible, No changes in teacher's assignments will be made later than June 15 and If a change is made after June 15, the teacher shall be notified within ten (10) calendar days and have a right to a meeting with the Unit Superintendent at which meeting the Superintendent will explain the reasons for the change, but The Board of Education retains final discretion for all teacher assignments.
- 11.3 To the extent feasible, Teachers who are assigned to more than one school shall have their schedules arranged so that travel time does not infringe upon the traveling teacher's lunch period or preparation period. Teachers who are required to use their own transportation in the performance of their duties shall be reimbursed for all approved travel at current IRS/ROE rate.

ARTICLE XII

TEACHER PAYDATES

- 12.1 Teachers will be paid on the 5th and 20th of the month. If the pay date falls on - Saturday or Sunday, paychecks shall be issued on the preceding Friday unless Friday is a school holiday; and in that event, paychecks shall be issued on Thursday.
- 12.2 New teachers shall have the option of receiving their pay on a nine (9) or twelve (12) month basis. Returning teachers must notify the Superintendent, in writing, of a change from nine (9) to twelve (12) month pay or from twelve (12) month to nine (9) month pay by September 1 of each school year. Otherwise, the pay periods will remain the same as the previous year for that teacher.
- 12.3 Teachers shall receive both paychecks on the 5th and 8th of the month during June, July and August. The checks will be dated as the 5th and 8th of the month.
- 12.4 Each teacher shall have the option of having his/her paycheck electronically deposited into his/her bank account upon written request to the Superintendent. This written request shall remain in effect unless rescinded in writing by the teacher. These electronically deposited funds shall be available on the same business day as the pay date for teachers who do not receive their paychecks by direct deposit, as set forth in Article XII of the agreement, barring computer difficulty or other circumstances beyond the District's control. Each teacher that desires to have his/her paycheck electronically deposited into his/her account shall complete a "Direct Deposit Authorization Form" which provides the account information for the bank or financial institution designated to receive the direct deposit of the teacher's paycheck. An employee may normally change his/her electronic deposit account number upon written notification t the Superintendent at least ten (10) work days prior to a regular pay date.

ARTICLE XIII

TUITION REIMBURSEMENT

- 13.1 In the event the School Board requests, in writing, that a teacher take a course or courses for the benefit of the School District, the School Board will reimburse that teacher for the cost of the tuition, required course supplies and fees, and mileage to and from the location where the course is being taught. Additional expenses not listed above shall be approved by the Board of Education.
- 13.2 Since teachers are required to attend workshops to keep their certification current, the School Board will pay for the cost of the workshops, reimburse the teachers for required supplies and fees, and pay mileage at the current IRS/ROE rate to and from the location of the workshops. The building principal must approve workshops in advance.

ARTICLE XIV

TEXTBOOKS/CURRICULUM

- 14.1 Time will be made available during the school year for teachers of the same subject area or related subject areas in the primary, intermediate, junior high, and high school levels to meet for the purpose of recommending textbooks and planning and/or review of Curriculum Guides. The Board, upon recommendations of the Superintendent, may approve the purchase of all textbooks.

ARTICLE XV

SUPPLEMENTAL PAY

- 15.1 The supplemental pay schedule shall be set forth in Appendix D, which is attached to and incorporated into this Agreement. Supplemental jobs are defined as any assignments that are in addition to the normal work schedule and/or that exceed the normal workday.
- 15.2 In addition, employees will receive an additional \$100.00 for each five (5) years of experience accumulated in an assignment. Assignments in the same category on the increment schedule will qualify for accumulation excluding class sponsors.
- 15.3 Supplemental Jobs - Payroll Procedures
Supplemental pay shall be added to the employee's salary and shall be paid in the paycheck each pay period, semiannually, or paid in one sum.

ARTICLE XVI

TEACHER COMPENSATION

- 16.1 The Salary Schedule shall be as stated in Appendices A, B, and C which are attached to and a part of this agreement.
- 16.2 Horizontal advancement on the Salary Schedule(s) shall be effective at the beginning of each school year provided the teacher shall furnish the superintendent or his designee evidence of successfully completing such course(s) no later than September 1st of the year in which advancement is sought. Courses shall be taken in fully accredited institutions of higher learning. Evidence shall be in the form of a transcript from the appropriate institution or a letter of completion in lieu of transcript until such time as a transcript becomes available.
- 16.3 In addition to the basic salary set forth in the salary schedule (s) in Appendices A, B, and C of this Agreement, the Board shall remit for each teachers a sum equal to 0.098901 of the amount due such teachers pursuant to the Salary Schedule (s) to the State of Illinois Teachers' Retirement System, to be applied for the retirement account of such teacher. It is the intent of the parties by this Agreement to qualify these payments as "pick-up" contributions within the meaning of Section 414 (h) (2) of the Internal Revenue Code so as to be excludable from the gross income of all teachers. The teachers shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System.
- No teacher shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the teachers' required contribution to the Illinois Teachers' Retirement System is a condition of employment made in order to secure the teachers' future services, knowledge, and experience.
- 16.4 Each teacher shall be offered the opportunity to participate in a group health and major medical policy. The Board shall pay for the duration of this Agreement up to a maximum of \$400.00 per month toward the individual insurance premium on a twelve (12) month basis. Participation in such health and major medical insurance shall be subject to reasonable enrollment and other requirements of an insurance carrier.
- 16.5 The Association will be consulted and any proposed changes in coverage, benefits, the insurance provider, and/or premium amounts paid by the board will be negotiated. Only those changes agreed upon through negotiations will be implemented.
- 16.6 Employees who are eligible for Board paid health insurance under Article 16.4 may waive entitlement to insurance coverage and receive a monthly bonus payment of \$130.00 per month minus regular payroll deductions, for each month the employee waives insurance under this provision. The parties agree that any bonus paid under this provision shall constitute a monthly bonus and shall not -be considered perpetual salary

and shall not be placed on the salary schedule. The parties further agree that in the event the insurance carrier notifies the District that the District is subject to penalty due to an excessive number of employees who waive their insurance coverage with the insurance carrier, the District shall have the right to reduce the number of employee's waiving insurance coverage under this provision which removal shall be based on reverse order of seniority with the least senior employee removed first. Those employees notified that they may no longer waive coverage shall no longer receive the monthly bonus payment. Reenrollment in the insurance plan shall be subject to the insurance carrier's policies, rules and provisions.

The Board agrees to maintain a qualified IRS 125 Cafeteria Plan, which allows each employee the option of sheltering his/her share of the District's group health insurance premiums as well as other insurance premiums determined to be permissible by the parties under the plan.

- 16.7 In lieu of health insurance under Article 16.4 and in lieu of the monthly bonus payment under Article 16.6, the employee may direct the district to fund a qualifying 403(b) tax sheltered annuity in the amount of the monthly bonus payment established in Article 16.6 for each month the employee waives insurance and the bonus payment. Said employees may also choose to invest their own salary into a qualifying 403(b) annuity. The parties further agree that in the event the insurance carrier notifies the district that the district is subject to a penalty due to an excessive number of employees who waive their insurance coverage with the insurance carrier, the District shall have the right to reduce the number of employee's waiving insurance coverage under this provision which removal shall be based on reverse order of seniority with the least senior employee removed first. Those employees notified that they may no longer waive coverage shall no longer receive monthly annuity payment.

Any employee, regardless of whether they receive health insurance under Article 16.4, the monthly bonus payment under Article 16.6 or an annuity under this provision, Article 16.7, may participate in the 403(b) tax sheltered annuity by making salary contributions into said annuity, provided the employee timely enrolled during the open enrollment period each year. Any participating employee may change or end contributions in accordance with applicable federal, state and local laws, rules and regulations and enrollment periods.

- 16.8 Longevity Payment: All full-time employees shall receive \$100.00 for each year the employee is off the salary schedule in the lane the employee is in and an additional \$100.00 for each year thereafter (1 year off = \$100.00; 2 years off = \$200.00; 3 years off = \$300.00, etc).

ARTICLE XVII

GRIEVANCE PROCEDURE

- 17.1 A. Any claim by the Association or a teacher that there has been a violation, misrepresentation or misapplication of the terms of this Agreement shall be a grievance.
- B. As used herein, the term “days” shall mean days on which the school Business Office is open

- 17.2 The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediately involved supervisor to resolve problems through free and informal communication. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:

Step 1: The teacher or the Association shall present the grievance to the immediately involved supervisor within forty (40) days of the occurrence of the grievance or within forty (40) days of when such occurrence might reasonably have been ascertained. The grievance shall be in writing setting forth the nature of the occurrence, the specific provisions of the Agreement claimed to have been violated and the remedy requested. The immediately involved supervisor shall arrange for a meeting to take place within twenty (20) days after receipt of the grievance. The grievant may be accompanied to such a meeting by a representative and, if the Association is not the grievant or the grievant's representative, it shall also be advised at such meeting that they are entitled to have a representative there at. Within ten (10) five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response.

Step 2: If the grievance is not resolved at Step 1, then the teacher or the Association may refer the grievance to the Superintendent or designee within twenty (20) days after receipt of the Step 1 answer. The Superintendent or designee shall arrange with the Association representative for a meeting to take place within ten (10) days after receipt of the appeal. Within ten (10) days after such meeting, the teacher and the Association shall be provided with the response of the Superintendent or designee.

Step 3: If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association under the Streamlined Labor Arbitration Rules shall act as administrator of the proceedings. If a demand for arbitration is not filed within sixty (60) days of the date on which the Step 2 answer was due, then the grievance shall be deemed withdrawn.

- A. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.
 - B. The Arbitrator shall have no power to alter the terms of this Agreement.
- 17.3 If the Association and the Superintendent agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.
 - 17.4 If the Superintendent and the Association agree, a grievance may be submitted directly to Arbitration.
 - 17.5 Grievance involving an administrator above the building level may be initially filed at Step 2.
 - 17.6 A teacher may elect to be represented at any step of the grievance procedure. If the Association is not the grievant's representative, the Association shall have a right to be represented at all formal steps of the grievance procedure.
 - 17.7 No reprisals shall be taken by the Board or the Administration against any teacher because of the teacher's participation in a grievance.
 - 17.8 If no written response has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step within twenty (20) days after the day by which the response was due.
 - 17.9 All records related to a grievance shall be filed separately from the personnel file of the teacher.
 - 17.10 A grievance may be withdrawn at any level without establishing precedent, provided that, if withdrawn, the grievance shall be treated as though never having been filed.

ARTICLE XVIII

SEVERANCE/RETIREMENT

Eligible employees may elect Option 1 or Option 2, but not both:

This provision shall be reopened for reconsideration upon the written demand to bargain by either party provided that the District becomes subject to TRS penalties under this provision, legislative changes or rule changes affecting what has come to be known as SB 27 for the purpose of negotiating appropriate revisions to assure that the retiring employee, to the maximum extent possible, shall receive the full dollar amount of the benefit as creditable earnings while avoiding TRS penalties that may arise due to the payment of benefits distributed under this provision. The express intent of the provision is to avoid TRS penalties to the District.

Option 1- Retirement Incentive Program: The Board shall recognize the service of full-time teachers who have completed at least fifteen (15) years of full-time creditable service to Galatia Community Unit School District No. 1 immediately preceding retirement and who are eligible to receive regular retirement pension benefits through the Illinois Teachers' Retirement System.

- A. Requirements to Qualify -- To be eligible for this benefit a teacher must comply with all of the following requirements and limitations.
1. Must be between fifty-five (55) and sixty (60) years of age by December 31 of the year of retirement or must be at least fifty-five (55) years of age by December 31 of the year of retirement with thirty-five (35) or more years of creditable service with the Illinois Teacher's Retirement System; and
 2. Have a minimum of fifteen (15) years full-time teaching employment in Galatia School District No. 1.
 3. Must submit an irrevocable letter of resignation for retirement. As many as the last four (4) years of an employee's career may be included in the pre-retirement period. An irrevocable letter of resignation establishing the date of retirement will create and determine the length of the pre-retirement period. During the pre-retirement period, the employee shall be removed from the salary schedule and will receive a 6% increase in TRS creditable earnings in each year of the pre-retirement period and be paid 106% of the previous year's TRS creditable earnings, which will be paid in equal installments over 12 months.
 4. The irrevocable letter of resignation for retirement must be filed on or before June 1 of the year prior to the pre-retirement period. The pre-retirement period may be from 1 to 4 years in duration depending upon

when the irrevocable letter of resignation is received and the specified effective date of retirement. For example, employees who file by June 1, 2012 may indicate a retirement date of 2013, 2014, 2015 or 2016. Teachers indicating retirement date in 2012 will have a pre-retirement period of 1 year. Teachers indicating retirement in 2013 will have pre-retirement period of 2 years. Teachers indicating retirement in 2013 will have a pre-retirement period of 3 years. Teachers indicating retirement in 2014 will have a pre-retirement period of 4 years.

5. No teacher may participate in this retirement program unless they have sufficient service credit with the Illinois Teacher's Retirement System to exempt the employer from the payment of any penalty or other additional amount, to the Teacher's Retirement System, including but not limited to ERO penalties and payments to fund a teacher's TRS annuity.
6. The parties agree that a teacher's TRS creditable earnings shall not increase more than 6% per year in any year the teacher receives retirement benefits under this provision even if the teacher voluntarily agrees to perform additional duties that would increase his/her TRS creditable earnings above 6%. The District agrees that it will not involuntarily assign additional TRS paid duties to a teacher that is receiving these retirement benefits if the additional duties would cause the teacher's TRS creditable earnings to increase by more than 6%.
7. However, TRS creditable earnings including but not limited to extra-curricular, extended contracts, committee or grant work, etc. will not be calculated in any 6% salary increase if the teacher does not continue performing that work in any year the employee receives retirement benefits under this provision. For example, if a teacher's salary (\$50,000) included a \$1,500 extra-curricular stipend and the teacher did not perform that stipend work in his/her next year of employment, the teacher's retirement benefit under this provision will be \$2,910 ($\$50,000 - \$1,500 = \$48,500 \times 6\%$ salary increase = \$2,910) for a total TRS creditable earnings in that next year of employment of \$51,410 ($\$48,500 + \$2,910 = \$51,410$).

Example:

	1 Year Notice:
2012-2013:	\$50,000 TRS Creditable Earnings
2013-2014:	$\$50,000 \times 6\% = \$3,000$
Final Year's Salary:	$\$50,000 + \$3,000 = \$53,000$ (TRS Creditable Earnings)

	2 Year Notice:
2012-2013:	\$50,000 TRS Creditable Earnings
2013-2014:	$\$50,000 \times 6\% = \$3,000$ (Year 1 TRS Creditable Earnings $\$50,000 + \$3,000 = \$53,000$)

2014-2015: $\$53,000 \times 6\% = \$3,180$
Final Year's Salary: $\$53,000 + \$3,180 = \$56,180$ TRS Creditable Earnings

Option 2-- Retirement Severance Program:

- A. To qualify for Retirement Option #2, the teacher must be eligible to retire with TRS. Teachers retiring under the TRS Early Retirement Program (ERO) shall not be eligible for this retirement program.
- B. Teachers selecting Option 2, will be paid over a period of up to two fiscal years prior to the teacher's effective retirement date, provided the teacher submits an irrevocable written notice of retirement to the Superintendent by June 1. Teachers giving a one-year notice must submit his/her letter on or before June 1 prior to his/her last year of teaching. An employee giving a two-year notice must submit his/her letter of retirement on or before June 1 two years prior to the teacher's effective date of retirement.
- C. Total payment due under the Galatia Retirement Program will be calculated as follows:

Years of Full-Time Service in Galatia School District x \$250 =Benefit Amount.
Maximum Benefit \$6,250
- D. This retirement Option 2 may be paid in two forms-i) TRS creditable earnings and/or ii) a retirement severance payment-and shall be paid according to the following procedures.
 - 1. A calculation will be made comparing the teachers' creditable earnings of the immediately previous year with his/her creditable earnings of the year he/she gave notice. If such creditable earnings are less than 106% of his/her creditable earnings of the previous year, that portion of the retirement benefit necessary to increase his/her creditable earnings to 106% shall be paid to the employee in his/her last regular paycheck of the first notice year.

2. For the second year of the notice period, where there exists a balance of the retirement benefit to be made, comparison will be made between the employee's creditable earnings of the previous year and the current year. That portion of the retirement benefit necessary to increase the teacher's creditable earnings for the current year to 106% will be paid to the teacher as creditable earnings in his/her last regular paycheck of the current year. In any succeeding year, if the balance of program payment due is less than the amount needed to increase the teacher's creditable earnings to 106%, then only the amount remaining will be paid to the employee as creditable earnings in the current year.
3. In the event the retirement benefit due the teacher is not paid as creditable earnings during the notice period, the remaining balance will be paid to the employee as a severance payment. Such payment shall be made within ten (10) days after the teacher's last workday and/or receipt of his/her last regular paycheck, whichever comes last. This severance payment will not be treated as creditable earnings under TRS.

ARTICLE XIX

STUDENT DISCIPLINE

19.1 Student Discipline Procedure

Although this Board recognizes that the employee has the responsibility for the maintenance of discipline within his/her classroom. The Board also recognizes its responsibility to give assistance to the employee with respect to the maintenance of control and discipline in the classroom.

- A. An employee may exclude a pupil from a class period in the junior or senior high school and send him/her to the administrative office when in the opinion of the employee the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the pupil in the classroom intolerable. Parent contact shall be made after significant disruptive behavior on the day of the incident(s).

When a pupil is so excluded by an elementary employee, the student shall be taken from the classroom to the building administrative office by the teacher and the problem shall be referred to the building principal or his/her designee.

- B. The building principal or his/her designee shall take appropriate action in an attempt to solve the discipline problem. Should his/her decision include the re-admittance of the pupil to class, the building principal and the employee shall determine the condition under which re-admittance is granted. In the event the employee and the building principal cannot agree the decision of the principal shall prevail, pending an appeal to the Superintendent. Procedures for discipline, suspension, and expulsion of pupils from school shall be discussed by the building administrator with the employees annually and with individual students when it is determined that a serious discipline problem exists.

The district wide discipline committee shall meet at least once every three (3) years to review and make recommendations concerning the district discipline policy.

ARTICLE XX

TEACHER EVALUATION, TERMINATION AND REDUCTION OF EMPLOYEES

20.1 Employee Evaluation

- A. Notification - Within one month after the beginning of school the building principal or immediate supervisor shall acquaint each employee under each principal's or supervisor's supervision with the evaluation procedures, standards, and instruments to be used in the evaluation. No formal evaluation shall take place until such orientation has been completed. An employee shall be notified at least one week in advance of a formal evaluation.
- B. Probationary Employees --- The employee shall be evaluated formally in writing at least once each year.
- C. Tenured Employee - The employee shall be evaluated formally in writing at least once every two years unless the employee receives a Needs Improvement or an Unsatisfactory summative evaluation.
- D. Procedures:
 - 1) Each formal written evaluation shall be preceded by at least one classroom observation for the length of time that constitutes a regular class period exclusive of any study time, if applicable.
 - 2) There shall be at least a fifteen work day period between each evaluation unless otherwise requested by the evaluator or the employee.
 - 3) A copy of each formal written evaluation, signed by both parties, shall be given to the employee within ten (10) work days. A conference shall be held between the evaluator and the employee within the ten (10) work day period following the classroom observation.
 - 4) If the employee feels the formal written evaluation is incomplete, inaccurate, or unfair, the employee may submit objections in writing to be attached to the evaluation report and placed in the employee's personal file.
 - 5) The evaluator shall provide the employee with definite, positive written suggestions to improve the quality of teaching and to eliminate any deficiencies noted.

- E. The consulting teacher will not be required by either party to testify at the dismissal hearing of the teacher deemed unsatisfactory.
- F. Teachers shall follow policies and procedures stated in the Handbook(s) for appropriate grade levels.

Termination Procedures - Tenure Termination - The Board will comply with the following provisions in all tenure employee terminations. The termination of any tenured employee for any reason other than by a decision by the Board to decrease the number of employees employed shall be in accord with the following procedures:

- A. If the causes for termination are remediable, the employee shall be given reasonable warning in writing, stating specifically the causes which if not remedied will result in termination, however, no such written warning shall be required if the causes have been the subject of a remediation plan pursuant to Article 24-A of the School Code of Illinois.
- B. The appropriate administrator will have a conference and review the employee's personnel file with the employee and an Association representative if requested by the employee prior to the issuance of written notice of termination.
- C. The Board will provide the employee with a written notice that contains a bill of particulars. Such notice shall be served upon the employee within five (5) days of the adoption of the motion. The effective date of termination shall be at least sixty (60) days following the adoption of such notice.

20.2 Reduction in Force

- A. A Reduction in Force (RIF) Joint Committee may be established each year, which will consist of two (2) employees selected by the GEA, and two (2) members selected by the Board. The RIF Joint Committee must consider and may address only the matters specifically set forth in Section 24-12C of the Illinois School Code.
- B. Each year the District will, in consultation with the Association, established a sequence of honorable dismissal list ("RIF list"), categorizing certified employees in one or more positions by their certification and qualifications, and placing certified employees on each position list in "groups" based on their performance evaluations, as set forth in Sections 24-12 (b) and (c) of the Illinois School Code.

- C. Copies of the sequence of honorable dismissal list (“RIF list”) for certified employees shall be distributed to the Association at least seventy- five (75) calendar days prior to the end of the school term. Certified staff members will be honorably dismissed according to the sequence of honorable dismissal list (“RIF list”) developed annually for certified employees.

- D. Recall shall be in reverse order of lay-off among those certified teachers eligible for recall under the School Code (Groups 3 and 4). Teachers eligible for recall (Groups 3 and 4) will be placed in the first available position for which they are qualified. Failure to respond within thirty (30) calendar days after the mailing of the Board’s letter to recall sent by certified mail to the teacher’s address on file with the Board recalling such teacher, shall result in termination of the teacher’s rights of recall hereunder.

ARTICLE XXI

PARENT COMPLAINTS

21.1 Any complaint deemed by the Board or Administration to justify investigation and/or subsequent action of any nature shall be brought to the immediate attention of the teacher involved.

21.2 Private conferences may be schedule between:

- (1) Parent-Teacher-Building Principal;
- (2) Parent-Teacher-Superintendent or designee;
- (3) Parent-Teacher-Board-Administrator.

The teacher, or any of the parties to a conference, may, at their option, have representation as they desire at any of the above conferences.

ARTICLE XXII

EFFECT OF AGREEMENT

- 22.1 The Board and Association agree that in the application of this Agreement there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- 22.2 The Board shall carry out the commitments contained herein and give them full force and effect.
- 22.3 Any individual contract between the board and an individual teacher heretofore and hereafter executed shall be subject to and consistent with the terms and condition of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 22.4 The parties acknowledge that during the negotiations resulting in this Agreement each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties and that the understanding and agreements arrived at by the parties after exercise of the right and opportunity are set forth in this Agreement. Therefore, the School district and the Association, for the life of this Agreement each agrees that the other shall not be obligated to bargain collectively with regard to any matter covered in this Agreement except as indicated in number six (6) below.
- 22.5 During the term of this Agreement the Board shall not lock out its employees and no employees covered by this Agreement, nor the Association, shall engage in a strike or slow-down against this Board except in support of contract modification demands as allowed by this Agreement.
- 22.6 This Agreement shall be effective as of the first day of school in 2012-2013 and will continue in effect until the first day of school in 2014-2015.
Agreement is signed this ____day of____2012
IN WITNESS THEREOF:

FOR THE GALATIA EDUCATION
ASSOCIATION

FOR THE BOARD OF EDUCATION
OF COMMUNITY UNIT DISTRICT NO. 1

Amy Richey, President

Tim Pribble, President

**SUPPLEMENTAL PAY SCHEDULE
2012-2015**

<u>Athletic Salaries</u>	
<u>High School</u>	<u>Amount</u>
Baseball	1600.00
Softball	1600.00
Varsity Boys' Basketball	3000.00
Varsity Girls' Basketball	3000.00
Cheerleader	1450.00
Volleyball	1500.00
Athletic Director	3250.00
<u>Junior High School</u>	
Baseball	1450.00
Softball	1450.00
Boys' Basketball	2400.00
Girls' Basketball	2400.00
Cheerleader	1400.00
Girls' Volleyball	1450.00

- Assistant Coaches in all athletic areas may be added if deemed appropriate by the Board. The Board will set pay or reimbursement amount if a position is filled.
- Teachers will be given first opportunity to work ball games.
- Teachers working basketball games shall receive \$30.00 per evening.
- Teachers accepting the responsibility for daily noon duty or daily lunchtime detention shall be paid \$725.00 for school year.
- Elementary Noontime Detention Supervision paid pro-rata of \$725.00 for detentions authorized and/or assigned by Principal.
- Teaching assignments outside the regular school day or school year (i.e. Homebound Instruction, Driver Education, Computer Lab Instructor, Extended Day Program Teachers, All After School Detention Supervision, Summer School Teacher etc.) will be compensated at a rate of \$20.00 per hour.

Class Sponsors (2)	Amount	Other Sponsors	Amount
Freshman	300.00	Scholar Bowl	650.00
Sophomore	300.00	WYSE	500.00
Junior	750.00	Yearbook	900.00
Senior	750.00	FFA	750.00
8th Grade	250.00	FCCLA	750.00
Incentive Programs		H.S. Student Council	500.00
Elementary	250.00	FBLA	750.00
Jr. High	250.00		
High School	250.00	Spelling Bee Coordinator	100.00
		Elementary Yearbook	300.00
		Beta	300.00