

AGREEMENT BETWEEN

**THE BOARD OF EDUCATION
CENTRAL CITY SCHOOL DISTRICT NO 133**

AND

CENTRAL CITY EDUCATION ASSOCIATION

IEA/NEA

2012-2014

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PREAMBLE

Attainment of educational objectives is a joint responsibility of the Board, administrative staff, and the professional teaching personnel, and requires staff consultation in the matters affecting the teacher-learning situation.

Attainment of educational objectives of the District requires mutual understanding and cooperation between the Board, the administrative staff, and professional teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations leading to the determination of matters defined as negotiable. "Good Faith" is defined as the mutual responsibility of the Board and the Association to consider with each other openly and fairly and to sincerely endeavor to reach agreement on matters defined as negotiable.

It is recognized that teaching is a profession requiring specialized educational qualifications and the success of the educational program in the District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with conditions under which their services are rendered.

ARTICLE I

RECOGNITION

- 1.1 The Board of Education of School District No. 133, Central City, Illinois, hereinafter referred to as the "Board", hereby recognizes the Central City Education Association IEA/NEA, hereinafter referred to as the "Association", as the exclusive and sole negotiation agent for all full-time certified personnel except: Superintendent, Assistant Superintendent, Principal, Assistant Principal and other full-time administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge or discipline other employees or having the responsibility to make other recommendations.
- 1.2 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any teachers individually during the duration of this Agreement on matters subject to negotiations.

ARTICLE II

NEGOTIATIONS PROCEDURE

- 21 The parties shall commence bargaining for a successor agreement on or before the first April Board meeting and shall negotiate as per the Illinois Educational Labor Relations Act and its Rules and Regulations.
- 2.2 It is agreed that the parties will jointly request the Federal Mediation and Conciliation Services (FMCS) if either party to this Agreement declares impasse. Should the FMCS be unavailable, the Illinois Educational Labor Relations Board shall be notified.
- 2.3 During negotiations, tentatively agreed upon materials shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which agreement was reached.

2.4 **Agreement and** Appendices

When the Association and the Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to the membership of the Association for ratification and the Board for official approval.

- 2.5 The Board and Association agree all new language shall mirror the language contained within this agreement and shall be created in "everyday language" for greater understanding.
- 2.6 Upon ratification of the contract, all teachers shall receive a "hard copy" of the contract.
An electronic copy shall also be given to the Association.

ARTICLE HI

GRIEVANCE PROCEDURE

31 Definitions

- A. A grievance shall be any claim by the Association or any teacher that there has been a violation, misrepresentation, misapplication of the terms of this Agreement; a violation or misapplication of the established policy or practice of the Board; or a violation of its or the teacher's right to fair treatment. This should be filed within thirty (30) working days of grievance.
- B. All the time limits consist of school days except when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all calendar days.

3.2 Procedures

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. When requested by the teacher, Association representatives may accompany the teacher to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:

- A. Step 1 - The teacher or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representatives, the grievant, and the supervisor shall be present for the meeting. Within two (2) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
- B. Step 2 - If the teacher or the Association is not satisfied by Step 1, the teacher shall request a meeting with the Board of Education. The Board shall meet within ten (10) days of the request with the teacher, representatives of the Association, and the Superintendent for the purpose of resolving the grievance. Within seven (7) days of the meeting, the grievant and the Association shall be provided with the written response, including the reasons for the decision.
- C. Step 3 - If the teacher or the Association is not satisfied with the disposition of the grievance at Step 2, the Association and/or Board may mutually submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the

date for the Step 2 answer, then the grievance shall be deemed withdrawn.
The arbitrator shall have no power to alter the terms of this Agreement.

33 Association Participating - Teacher Represented

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no full-time certified teacher shall be required to discuss any grievance if the Association's representative is not present.

3.4 Board-Administration Cooperation

The Board and the administration shall cooperate with the Association in the investigation of any grievance.

35 No Reprisals Clause

No reprisals shall be taken by the Board or the administration against any teacher because of the teacher's participation in a grievance.

36 Released Time

Should the investigation or processing of any grievance require that a teacher and Association representative be released from their regular assignment, the teacher and the Association representative shall be released without loss of pay or benefits.

3.7 Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the teacher.

38 Grievance Withdrawn

A grievance may be withdrawn at any level without establishing precedent.

39 No Written Response

If no written decision has been rendered within the time limits indicated by a step, the grievance may be processed to the next step.

3.10 AAA Rules

At the request of either party, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

The fees and the expenses of the arbitrator shall be shared equally by the parties.

ARTICLE IV

TEACHER AND ASSOCIATION RIGHTS

- 4.1 Professional teachers shall have the right to form, join or assist professional teachers' organizations or participate in professional negotiations with the Board through representatives of their own choosing. Professional teachers shall also have the right to refrain from any or all such activities.
- 4.2 The Association shall also have the right to hold general membership meetings on School District property.
- 4.3 The Association shall be provided with bulletin board space in the school.
- 4.4 The Association shall have the right to use faculty mailboxes for appropriate announcements.
- 45 A.
- A copy of all notices for regular or special meetings of the Board of Education will be placed in the Association President's mailbox at least forty-eight (48) hours prior to the meeting. The time parameter may be waived in emergency situations. In such cases, the President will be informed either orally or in writing of the meeting.
- B.
- A copy of the Agenda of all regular and special meetings of the Board of Education will be placed in the President of the Association's mailbox at least twenty-four (24) hours prior to the scheduled meeting. The copy of the Agenda will include the stated purpose of the meeting.
- C.
- A copy of the unofficial open minutes and unofficial financial report will be placed in the Association President's mailbox at the time they are available to the Board Members.
- D.
- A copy of all open Board of Education minutes and a copy of the monthly financial report shall be placed in the mailbox of the President of the Association within five (5) days after the Board adopts the minutes and the financial reports.
- E.
- The copies as stated above shall be placed in the mailbox of the President only if there are changes in the unofficial open Board minutes or unofficial financial report.
- 4.6 The Administration shall make available to the Association on request, all regularly and routinely prepared information concerning the financial condition of the school including annual financial statement and adopted budget. In addition, the Board and Administration will grant requests for any other readily available information which may be relevant to negotiations. All requested information will be loaned or copied. A fee may be charged for the copying.

- 47 Within thirty (30) days of the ratification of the Agreement by the Board of Education, copies of the Agreement shall be printed for each Association member at no cost.
- 4.8 Should the Illinois Legislature abolish Contractual Continued Service and the due process provisions attendant thereto, full-time teachers not on probationary status shall be disciplined in accordance with "Just Cause" Standards.

ARTICLE V

JOB SECURITY

51 Reduction in Teachers

Teachers shall be laid off in accordance with the School Code of Illinois. Seniority rights will be observed when equal qualifications are established in accordance with the School Code of Illinois.

In the event a tie exists in the seniority of two (2) or more certified tenured teachers, the following criteria shall be used in priority order to determine the reduction-in-force:

1. Total years of public school teaching experience in Illinois.
2. Total years of all public school teaching experience.
3. Horizontal position on the salary schedule (i.e. those with the higher number of hours being the most senior, i.e. bachelors being low and masters + 24 being high, until 2005-2006 when high will be masters +32.)
4. A drawing of lots.

52 **Reduction in Teachers - Notification**

The Board shall notify the Association thirty (30) days prior to any final decision to reduce the number of staff members.

If the Association requests, a public hearing shall be granted to the Association concerning the Board's decision to reduce the number of teachers. Such meeting will be conducted prior to the Board's final decision to reduce the number of teachers.

53 **Reduction in Teachers - Recall**

In the event the Board decides to reduce teachers, teachers honorably dismissed due to reduction-in-force shall be recalled on an inverse seniority basis provided a full-time or part-time teaching vacancy exists for which the teacher is legally qualified (as per I.S.B.E. Document 1).

5.4 **Reduction in Teachers - Severance Pay**

Certified tenured teachers shall receive the sum of Fifty and 00/100 Dollars (\$50.00) for each year of full-time service to the Central City Elementary District. Such payment shall be remitted to the teacher no later than the fifth (5th) day of the following school year. Teachers may participate in the District's health insurance program subject to the terms

and conditions of the insurance plan during the period of recall provided they prepay the monthly cost of the insurance premium.

5.5 **Teacher Assignments**

Teachers will be notified by June 1 of their tentative teaching assignments for the school year starting in August. Teachers will be notified in writing. Any change in class assignments will be posted. Teachers may apply for any openings. Applicants with seniority will be seriously considered first for any such job opening.

- 5.6 The District shall post all applicable vacant job postings for a minimum of forty-eight (48) hours (two (2) business days) during the school year. During summer break, the President of the CCEA will be contacted by the Superintendent regarding job vacancies with the understanding the CCEA President will contact his/her membership. During summer break, job vacancies will be posted for a minimum of seven (7) calendar days after contact has been made with the CCEA President. The summer break posting may be shortened with the consent of the CCEA President.

ARTICLE VI

LEAVES OF ABSENCE

61 Sick Leave

- A. Teachers with fourteen (14) or fewer years of full-time teaching service in the District will be allowed twelve (12) days of sick leave per year.

Teachers with more than fourteen (14) but with nineteen (19) or fewer years of full-time teaching service in the District will be allowed thirteen (13) days of sick leave per year.

Teachers with more than nineteen (19) but with twenty-four (24) or fewer years of full-time teaching service in the District will be allowed fourteen (14) days of sick leave per year.

Teachers with more than twenty-four (24) but with twenty-nine (29) or fewer years of full-time teaching service in the District will be allowed fifteen (15) days of sick leave per year.

Teachers with more than twenty-nine (29) but with thirty-four (34) or fewer years of full-time teaching service in the District will be allowed sixteen (16) days of sick leave per year.

Teachers with more than thirty-four (34) years of full-time teaching service in the District will be allowed seventeen (17) days of sick leave per year.

- B. Sick leave shall accumulate to the maximum allowed for service credit by the Teachers' Retirement System (TRS).
- C. If a teacher is at the maximum prior to the first (1st) day of the school year, the annual allotment shall be used prior to the utilization of the accumulated days. Payment of Fifteen and 00/100 Dollars (\$15.00) for each unused sick day (or personal leave converted to sick days), which is outlined in 6.1A, shall be made to the teacher.
- D. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household.

Immediate family shall include parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and guardians.

A teacher shall be granted up to two (2) days of bereavement leave per year for a death in the teacher's immediate family. Bereavement days shall be at full pay and shall not be deducted from sick leave. Bereavement days are not cumulative.

A teacher may use one (1) sick leave day for serious illness and/or funeral of a person not listed under immediate family.

6.2 Personal Leave

- A. Teachers shall be allowed two (2) paid personal leave days per year. A third (3rd) day may be taken. If a third (3rd) day is used the teacher will pay the going rate for the substitute, and may be required to get substitute lined up to work off of an approved substitute list. Teachers taking personal leave shall notify the Superintendent forty-eight (48) hours in advance. In an emergency no advance notice shall be required. Teachers shall not be required to state where they are going or what they plan to do. No personal leave requested for teacher institute days and during the first two (2) weeks and last two (2) weeks of school shall be granted. No more than two (2) teachers may be granted personal leave on the day before or the day after a school holiday or vacation. Leave requests for the day before or day after a holiday or vacation shall be granted on a first-come basis. If the two (2) regular personal days are not used during the school year, they shall be added to the sick leave days per year as per 6.1A.
- B. In the event a teacher must be absent for less than one-half (1/2) day for either sick leave or personal/emergency leave, the time absent shall be pro-rated at an hourly rate.
- C. The teacher shall be provided with a copy of the completed absent form.

6.3 In the event of a teacher absence, all absences shall be covered by an internal or external substitute teacher. In the event a teacher is taken from his/her planning period to cover for an absent teacher, the bargaining unit member shall be reimbursed at the substitute teacher's hourly rate of pay, in addition to their regular rate of pay.

6.4 Absence due to pregnancy related disability shall be treated as sick leave. The beginning and termination dates of the sick leave shall be determined by the teacher and her physician. The Board may grant request for maternity leave of absence for tenured teachers. A teacher who returns from maternity leave shall be reinstated.

65 Adoption Leave

Adoption leave of two (2) days shall be granted for the purpose of child adoption, with these days being deducted from the teacher's sick leave. The Board will pay the teacher and the substitute teacher during this leave.

6.6 Jury Duty or Subpoena

This leave will be Jury Duty Leave with no deduction of pay. Mileage allowance will be returned to the teacher from the juror duty check which will be submitted to the District office. Any teacher issued a subpoena to appear in court shall be paid full salary for each working day of absence. Mileage allowance will be returned to the teacher from any witness fee check which will be submitted to the District office.

6.7 Association Leave

In the event that the Association desires to send representatives to local, state or national conferences or other business pertinent to Association affairs, up to one (1) day of substitute pay shall be paid by the District. An additional one (1) day may be requested with a forty-eight (48) hour advance notice and the Association paying for the substitute. A maximum of one (1) person may be gone at any given time.

ARTICLE VII

WORKING CONDITIONS

- 7.1 The school year will consist of one hundred eighty (180) days with four (4) institute days.
- 7.2 A. The teachers' workday shall be from 8:00 a.m. to 3:30 p.m. except in cases of early dismissal. All teachers are required to be in their classroom or assigned area by 8:00 a.m.
- B. A staff meeting will be held once a month on the Thursday following the regular Board meeting with dismissal at 2:00 p.m. These meetings shall be used for staff meetings, grade-level meetings, RtI meetings, tech training, curriculum issues, and/or other school-related topics.
- 7.3 A. All teachers shall have a duty free lunch period of not less than thirty (30) minutes and a preparation period of no less than thirty (30) minutes during each work day. The District agrees not to schedule meetings or conferences which require the teacher's attendance during the teacher's lunch. For classroom teachers, the preparation period shall be during the pupil class day. On days of early dismissal, this contractual item shall not be applicable.
- B. Preparation time shall be equal for full time teachers under this contract.
- 7.4 Teachers will have the option of receiving their pay on ten (10) or twelve (12) month basis. Paychecks will be issued twice a month excluding the summer months.
- 7.5 Teachers who earn graduate hour credit will advance horizontally on the salary schedule provided the following requirements have been met in A, B, & C.
- A. The coursework is part of a Master's Degree program in education or a Master's Degree in the teacher's field. Undergraduate courses contained in a teacher's plan of study leading to the Master's degree in education or a Master's program in the teacher's field of education shall also be approved and subject to tuition reimbursement as per 8.4 of this Agreement.
- B. For hours beyond the BA and MA degree, but not in a Master's degree program in education, the teacher shall present a request for prior approval to the Superintendent. The coursework must be related to the teacher's field of education. If the coursework is approved by the Superintendent, the teacher shall be reimbursed for the coursework as per 8.4 of this Agreement.
- C. Coursework at a community college related to the teacher's field may be approved for tuition reimbursement but shall not count towards horizontal movement on the salary schedule.

The parties agree that any coursework approved or granted for horizontal movement on the salary schedule prior to the 1987-88 school year shall count for horizontal placement. The above contractual item regarding horizontal movement shall pertain to the 1987-88 and subsequent school years.

Teachers shall advance to the appropriate earned step on the salary schedule provided a copy of a grade card or transcript from the university demonstrating successful completion is on file in the District's Administrative Office. Advancement to the appropriate horizontal earned step shall only be allowed at the beginning of the academic year.

Teachers who work or who are on a paid leave of absence or a combination of the two (2) in the Central City School District at least ninety (90) days or more in a school year shall be eligible for vertical advancement on the salary schedule.

- 7.6 At the beginning of the school year all new employees shall receive a copy of the contract. All employees shall receive a salary schedule, and list of unused sick days. The paycheck stub shall reflect accumulated and days used of sick leave and personal days reported on the first paycheck of each month.
- 7.7 Teachers will be provided with a work area which will be used to prepare teaching materials and for planning periods. This area is not to be used for storage.
- 7.8 Written reprimands shall be given to the teacher in private behind closed doors. Whenever any teacher is required to appear before the Board or administration concerning any matter which reasonably could lead to discipline, the teacher shall be permitted Association representation upon request.
- 7.9 The PERA Committee, comprising of an equal number of school board members and teachers, shall meet bimonthly to produce all updates and changes as specified by the State of Illinois guidelines.

ARTICLE VIII

FRINGE BENEFITS/SPECIAL ASSIGNMENTS/ CONTINUED GROWTH

8.1 Insurance

- A. For the 2012-2013 school year the Board shall pay eighty-five percent (85%) of the 2012-2013 Platinum Plan premium for individual health and medical insurance. This shall be retroactive to the beginning of the school year.

- B. For the 2013-2014 school year the Board shall pay eighty-five percent (85%) of the 2013-2014 Platinum Plan premium for individual health and medical insurance.

8.2 TRS Retirement Shelter

For the 2010-2011 school year and thereafter the Board shall pay to TRS for and on behalf of each teacher a portion of the teacher's retirement contribution equal to nine and four-tenths percent (9.4%) of the teacher's total creditable earnings (base pay, extra duty pay/coaching stipend, and/or any other creditable earnings recognized by TRS).

Example:

Salary schedule and extra-duty/coaching stipend amount	\$10,000.00
Add on factor	<u>x 1.103753</u>
Creditable earnings	\$11,037.53
9.4% contribution	<u>x .094</u>
Contribution amount to be remitted to TRS	\$ 1,037.53
Contribution to be paid by Board	<u>\$ 1,037.53</u>
Contribution to be paid by Teacher	\$ 0.00

83 Retirement Bonus/Incentives

- A. A teacher of the District upon his/her retirement from the teaching profession may be eligible for a retirement bonus. In order for a teacher to be eligible for the retirement bonus, the teacher must be eligible for retirement under TRS rules and have taught in the District at least fifteen (15) years.

- B. The retirement bonus will consist of the maximum increase that is allowed by law and TRS regulations (currently six percent (6%)) in the teacher's TRS creditable earnings in up to each of the four (4) years prior to retirement.

- C. The Board of Education must receive the teacher's letter of resignation up to four (4) years prior to the teachers TRS retirement date. This written notice of date of retirement shall be submitted on or before March 1.

- D. The total amount of the Retirement Bonus/Incentive will not exceed Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00). The true Retirement Bonus/Incentive shall be the difference between the (a) maximum increase that is allowed by law and TRS regulations (currently six percent (6%)) over the total TRS creditable earnings the teacher received in the prior school year, and (b) increases in total creditable earnings, such as the teacher's normal yearly raise(s) and TRS Board-paid benefits, received by the teacher in the four (4) years, three (3) years, two (2) years, or one (1) year, as applicable, prior to retirement. The total number of years may not exceed the four (4) year total. The Retirement Bonus/Incentive shall be the maximum increase that is allowed by law and TRS regulations (currently six percent (6%)) for each of the previous school year's total TRS creditable earnings.

For further explanation, the following example shows how the true retirement bonus/incentive will be calculated:

Year One (1) of a Four (4) Year Notice — If a teacher made a salary of \$40,000 in the prior school year, then that salary would increase by 6% in year one (1) of a four (4) year notice. His/her total salary with the 6% raise would be \$42,400. To figure his/her true retirement bonus/incentive, subtract the normal yearly raise(s), TRS Board-paid benefits, and/or other creditable earnings from that amount. In other words, calculate that teacher's total creditable earnings for that year as if he/she is not retiring and subtract that amount from his/her 6% retirement salary to calculate the true retirement bonus/incentive for that year.

\$42,400	(Retirement salary of 6% raise on \$40,000)
- 41,600	(Creditable earnings for that teacher if it was not a retirement year)
<u>\$ 800</u>	(True Retirement Bonus/Incentive for year 1)
\$ 4,700	(Amount remaining of the Board's \$5,500 cap)

Calculations will continue in the same manner for the next three (3) years, each year subtracting the true Retirement Bonus/Incentive from what is remaining of the boards' \$5,500 cap.

- E. This retirement bonus will be awarded in exchange for said notice, and irrespective of what the salary schedule or any other provision of this Contract states. The Board will apply the following options:

1. **FOUR-YEAR NOTICE:**
The teacher's salary shall be adjusted so that the teacher shall receive in the current school year and each of the other three (3) remaining years of employment an increase of the maximum increase that is allowed by law and TRS regulations (currently six percent (6%)) over the total TRS creditable earnings the teacher received in the prior school year.
 2. **THREE-YEAR NOTICE:**
The teacher's salary shall be adjusted so that the teacher shall receive in the current school year and each of the other two (2) remaining years of employment an increase of the maximum increase that is allowed by law and TRS regulations (currently six percent (6%)) over the total TRS creditable earnings the teacher received in the prior school year.
 3. **TWO-YEAR NOTICE:**
The teacher's salary shall be adjusted so that the teacher shall receive in the current school year and the one (1) remaining year of employment an increase of the maximum increase that is allowed by law and TRS regulations (currently six percent (6%)) over the total TRS creditable earnings the teacher received in the prior school year.
 4. **ONE-YEAR NOTICE:**
The teacher's salary shall be adjusted so that the teacher shall receive in the current school year an increase of the maximum increase that is allowed by law and TRS regulations (currently six percent (6%)) over the total TRS creditable earnings the teacher received in the prior school year.
- F. If the teacher's circumstances change, such as loss of a spouse, elimination of a spouse's employment, or other events which affect the teacher's living conditions, that teacher may opt out of retirement by paying the District back within ninety (90) days of his/her written retirement retraction notice any funds received over and above the teacher's normal yearly raise(s) and Board paid benefits.
- G. If any changes in law occur that affect 8.3, then the parties shall meet to bargain the impact of the changes.
- H. The Board reserves the right to restrict the number of teachers eligible for the retirement bonus to three (3) in number per year.
- I. Nothing prevents the Board from negotiating individually with a teacher regarding retirement incentives other than the one stated above. In such case, the Association will be informed of the final Board decision regarding the retirement bonus.
- J. Subject to the terms and conditions of the insurance carrier, a retired teacher may participate in the District's insurance program provided the teacher prepays the monthly insurance premium.

8.4 Limitation on IRS Creditable Compensation

The purpose of this section is to avoid in all circumstances any payment by the District of a Board-paid penalty or fee to TRS, or any Board or District liability to fund any portion of a teacher's TRS annuity due to increase in compensation from one year to the next. This section does not apply to teachers who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within five (5) years of the end of the school year in which the compensation is earned.

No teacher's creditable TRS earnings from employment in this School District, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, may exceed the amounts specified herein.

No teacher's TRS creditable earnings from employment in this School District shall increase from one school year to the next by more than six percent (6%) or be otherwise increased so as to create liability on the part of the Board or District for any portion of a teacher's retirement annuity, or result in any District or Board-paid penalty or fee to TRS. If the sum or percentage amount which triggers any obligation for the District or Board to pay additional amounts to cover all or part of a teacher's retirement annuity or cover any Board or District paid penalty or fee to TRS decreases, then the maximum of the teacher's creditable TRS earnings from employment in this School District shall similarly decrease so as to avoid any Board or District paid penalty or fee.

Even if another provision of this collective bargaining agreement would otherwise provide, in the event a teacher's IRS creditable earnings would increase by more than six percent (6%), or any such lesser amount that would trigger a District-paid penalty or fee to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to IRS creditable compensation allowed under this provision.

85 Continuous Growth

The District shall pay for up to nine (9) semester hours per fiscal year for each teacher at One Hundred Fifty and 00/100 Dollars (\$150.00) per semester hour, and subject to the restrictions outlined in 7.5 of this Agreement.

8.6 Professional Development

All teachers shall be allowed at least two (2) days each school year to attend and/or present at a professional conference/workshop (not for union-related activities). The District shall pay the registration fees, mileage/travel expenses, meals, lodging and substitute teacher fees, provided that grant funding is available and approval is given in advance by the Superintendent.

8.7 **Perfect Attendance**

Any teacher who works without using any sick leave days, excluding the usage of bereavement days as outlined in 6.1D of this Agreement, shall receive a Two Hundred and 00/100 Dollar (\$200.00) reward at the end of each of the two (2) semesters. Any teacher who works an entire school year without using any sick leave days shall receive an additional Two Hundred and 00/100 Dollar (\$200.00) reward. Personal days, as outlined in 6.2 of this Agreement, will not count against perfect attendance.

88 Compensation

- A. During the 2012-2013 school year, the Association shall remain at **their current** step of compensation on the salary schedule from the 2011-2012 school **year**.
- B. **During the** 2013-2014 school year, the Association shall receive compensation **for** one additional step of experience on the current salary schedule, in addition to horizontal (education) movement if applicable.

ARTICLE IX

FAIR SHARE AGREEMENT

- 9.1 Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from 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.
- 9.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the nonmember.
- 9.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- 9.4 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its counsel, provided:
- A. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires; and
 - B. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- 9.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of compliance with this Article.

- 9.6 The obligation to pay a fair share fee will not apply to any teacher, who on the basis of a bona fide religious tenet or teaching of a church or religious body of which such teacher 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 on behalf of the teacher to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE X
TERMS AND CONDITIONS

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

10.2 This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties.

10.3 Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of this Agreement.

10.4 The Association agrees that it shall not strike during the life of this Agreement.

10.5 This Agreement shall be effective _____, 2012 and shall remain in effect until _____, 2014.

FOR THE BOARD OF EDUCATION
CENTRAL CITY SCHOOL DISTRICT

FOR THE CENTRAL CITY
EDUCATION ASSOCIATION, IEA/NEA

President

President

Date

Date

Spreadsheets prepared with Calc in Excel format, sjg

EXTRA-CURRICULAR AND EXTRA DUTY PAY SCHEDULE

	2012-2013	2013-2014
Boys Basketball Coach	\$2,691	\$2,691
Boys Suburban Track Coach	141	141
Athletic Director	628	628
Cross Country	425	425
Math Counts	386	386
Yearbook	432	432
Scholar Bowl	696	696
Track	432	432
Christmas Program	432	432
Cheerleading	1,364	1,364
Ticket Seller/Books/ Scorekeeper	14	14
Special Education Coordinator	993	993