

# **Union Proposals**

## **September 4, 2015**

### **Most Recent Contract Settlement Offer and Cost Summary**

for Public Posting from the

### **East St. Louis Federation of Teachers, Local 1220, IFT-AFT/AFL-CIO**

#### **Summary:**

The East St. Louis Federation of Teachers Local 1220 has been bargaining in good faith for an agreement with District 189 in East St. Louis, Illinois for the past 15 months. The Union's contract expired August 2014. The Union issued a request to begin negotiations with District 189 on May 15, 2014. Between May 2014 and December 2014, District 189 representatives cancelled all four bargaining sessions with the Union. In January 2015, the Union was forced to file an Unfair Labor Practice charge against District 189 with the Illinois Educational Labor Relations Board for failing to bargain in good faith. The parties finally came to the bargaining table in March 2015 and have had seven meetings through August 2015, including three utilizing the services of a Federal Mediator provided by the Federal Mediation and Conciliation Services in St. Louis, Missouri.

Local 1220 members understand the financial hardship public schools face in Illinois. That's why the Union agreed to pay freezes going back to 2012. We have made these sacrifices because we want to give our students everything they need to succeed. We have initiated the public posting process because we want the community to understand the urgency of settling this contract and to ask the Board Of Education to make a concerted effort toward settling a fair contract in an expeditious manner. There are currently no Board members at the bargaining table, and we are exhausted from continually negotiating across the table from out of town administrative staff who have not been granted the authority to settle a contract. The Board, time and time again, has voted to add highly compensated administrative positions and provide raises and bonuses to the existing administrative staff, funded by our concessions. We believe it's time for the members of Local 1220, who provide the educational services directly to the children of East St. Louis, to receive a fair and equitable contract.

It's an unfortunate trend in recent years that we find ourselves starting yet another school year without a contract, which is a key factor in why we keep losing dedicated teachers and staff to other districts. In order for District 189 to attract and retain quality teachers and staff, we must have a contract settled in a timely fashion that offers competitive pay increases and provides affordable benefits for our members and their families. If the Board of Education does not ensure this happens, we will continue to have a revolving-door which is not beneficial to our students or community.

The East St. Louis Federation of Teachers, Local 1220, is comprised of 437 dedicated teachers and staff within District 189 who have the best interest of their students and this community at heart. We are proud of the work we do on a daily basis to ensure our students' success. We are the staff who teach and care for the children of our community, not the administrators in the district office. Our goal is to bargain a contract that rewards the hard work and dedication of our members that is fair to all parties. We invite District 189 Board of Education to collectively bargain with us in good faith.

**The two sides remain far apart on most proposals. Some of the District's more outlandish proposals that we feel will have a negative impact on our students include, but are not limited to, the following:**

The Board of Education wants to eliminate language on class size limits. There is a plethora of research stating that small class sizes are crucial for student success, so Local 1220 remains committed to retaining language that puts limits on class sizes.

The Board proposes eliminating recall rights for laid off employees. East St. Louis students deserve experienced teachers! We believe, without recall rights, experienced educators will be replaced with substitute teachers and/or new teachers who have little to no knowledge of the students or our community. The union proposes retaining recall rights for laid off employees.

The Board proposes eliminating steps and lanes from the staff salary schedules and even proposes reducing the starting salary of new staff by thousands of dollars. These are incentives for teachers to stay in the District and accrue additional training to improve their teaching. The union proposes to retain steps and lanes to ensure our students get the best possible educators who understand the East St. Louis community.

The Board wants to extend the workday without fairly compensating teachers for the extra time.

The East St. Louis Federation of Teachers believes that the Board is setting the District up for failure, proposing deep cuts to the classroom while sitting on a fund balance surplus of \$35.6 million. Most of this surplus is a direct result of educator pay freezes, reductions in staff, and program cuts over the last few years.

**The following are the Unions Proposals that are still being negotiated:**

At this time, the Union is unable to determine the cost of the above salary proposals because District 189 officials have failed to turn over requested salary information to the Union.

Contract Proposals for Negotiations  
East St. Louis Federation of Teachers, Local 1220  
August 25, 2015

The East St. Louis Federation of Teachers, Local 1220, submits the following package of proposals for changes in the 2012-2014 contractual agreement:

ABC = Delete            ABC = New

ARTICLE II – FAIR PRACTICE

5. Drug Testing Procedure

The District may require employees to submit to a physical examination, which may include

Urine drug testing according to the following provisions:

- a. Only 5% of District employees may be examined each school year.
- b. The 5% of employees to be examined shall be chosen randomly.
- c. The costs of any physical examination and drug testing shall be paid for by the District.
- d. Each employee chosen for such examination shall be given written notice 21 days  
before any such examination.
- e. If the examination is to include a urine test, each notice, as described above, shall inform the employee of each chemical or substance being tested as well as the consequences of any failed drug test.
- f. Upon a failed drug test the Board shall require the employee to successfully complete an appropriate drug or alcohol abuse, employee assistance rehabilitation program. The expense of which shall be paid by the District.
- g. Upon a second failed drug test the Board may take disciplinary action against the employee up to and including termination.
- h. The examination in this section shall comply with the statutory requirements contained in 105 ILCS 5/24-5.
- i. Any employee who refuses to submit to an examination which complies with the requirements in this section may be subject to disciplinary action up to and including termination.
- j. Drug test shall only occur at a facility with a certified physician on staff during the time of any such examination.

## 6. Workplace Bullying

The District shall provide for a healthy, positive workplace climate so that every individual is able to contribute fully to our educational community. Every person has the right to dignity at work. The rights and responsibilities described in the Article shall apply to all employees covered by this Agreement.

Bullying is defined as conduct that a reasonable person would find hostile, intimidating, offensive, humiliating or an abuse of authority. It may be verbal, nonverbal public or private. It is typically behavior repeated across multiple incidents; a single incident is rarely a violation. It may originate from any employee or from any individual to another. It is also bullying to continue policy or contractual violating conduct when the targeted individual requests that it cease.

Illustrative Examples of Bullying include, but are not limited to:

- a. Provocative or dehumanizing name calling
- b. Belittling the person in public or private
- c. Exclusion from requisite training
- d. Physical isolation
- e. Rumors (or failing to stop them) and gossiping about a person or school's reputation
- f. Discounting or humiliating people in meetings
- g. Deliberate exclusion from job-critical decision-making opportunities
- h. Preventing the person from self-expression, being yelled at, being threatened, the prohibition of speaking to others
- i. Intentional deception about the true purpose of an investigatory or disciplinary meeting
- j. Preventing an employee from meeting students' academic potential
- k. Moving or hiding items required for productive work

For an individual to allege a policy or contractual violation, to call it bullying according to this Articles' standard, the targeted individual must be able to demonstrate that due to the alleged bullying activity that he/she has experienced negative consequences which are affecting his/her ability to perform his/her job. It is the intent of this provision that such issues are identified early by the targeted individual, and the issue is resolved at the earliest possible stage.

Bullying must not be confused with the non-abusive exercise of management rights to assign tasks, coach, and reprimand or take disciplinary actions against employees. An administrator, supervisor or individual in a position of leadership to whom a complaint is reported (verbally and in writing) must take appropriate action according to the internal procedures.

Freedom from retaliation is protected under this provision. Retaliation is a separate offense from the claim of bullying. Protected individuals include complainants or any who testifies, assists, or participates in any manner in an investigation or proceeding, internal or external, pertaining to the allegation of bullying.

This Article does not replace the District's Discrimination and Harassment Policy.

### ARTICLE III – RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative of:

1. a. The unit of all classroom teachers, guidance counselors, librarians, teachers on leave, coaches, special education teachers, social workers, special classroom teachers (i.e. homebound or those who rotate from school to school), school nurses, program teachers, coordinators of work base learning, coordinators of WECXEP, coordinators of special populations, assessment specialists, senior high registrars, physical therapists, School Psychologist and all other professional employees as defined by the Illinois Educational Labor Relations Act; and
- b. The unit of clerical employees, accounting specialists, accounting technicians, senior accounting technicians, attendance officers, middle school secretaries, teacher aides, health technicians, **health aides**, drug abuse prevention coordinators, child care workers, child care facilitators, in-house suspension monitors, interpreters, coordinator of attendance, computer technicians, U. S. Air Force JROTC Instructors, job coaches, Grow-Your-Own recruiters, parent coordinators, and all coordinators approved by the State Office of Education. (These units exclude such unit managerial and confidential employees as defined by the Illinois Educational Labor Relations Act).

### ARTICLE IV – WORKING CONDITIONS

16. c. Any teacher who receives enough credit to qualify for a salary lane change prior to the start of the next school year shall be paid on the appropriate lane at the start of the school year. All transcripts for reimbursement shall be submitted by September 30 following completion of classes.
27. Class Size
  - e. ~~This section is not to be enforced until after the initial ten (10) student-attendance school days each year. This is to allow time for final enrollment to be determined and equalization adjustments to take place.~~

ARTICLE V – SPECIAL CONDITIONS

Payment of Extra Classes:

a. General:

1) The pay rate will be ~~\$17.50~~ \$50.00 per hour.

d) The compensation for covering classes when no substitute is available shall be:

1) Full Class	<del>\$85.00</del>	<u>\$225.00</u>
2) One-half class	<del>\$52.50</del>	<u>\$139.00</u>
3) One-fourth class	<del>\$21.25</del>	<u>\$ 56.25</u>

3) **Split Grade Levels:**

c. Middle and Senior High

1) Middle School Teachers, ~~seventeen dollars and 50 cents (\$17.50) per hour.~~  
Twenty five Fifty dollars (\$25.00) (\$50.00) per hour.

2) Senior High School Teachers, ~~seventeen dollars and 50 cents (\$17.50) per hour.~~  
Twenty five Fifty dollars (\$25.00) (\$50.00) per hour.

ARTICLE VI – ATHLETICS/COACHES

Positions:

Senior High School

Add: Science Club Coach

Middle School

Add: Science Club Coach

ARTICLE X – COUNSELOR, SOCIAL WORKERS AND PSYCHOLOGIST

3. Psychologist:

c. All provisions of this Agreement shall apply equally to all District 189 Psychologists.

ARTICLE XIV – Attendance Incentive (New Language)

9. For each semester that a teacher maintains perfect attendance, said teacher shall receive a stipend as follows to be paid at the end of the first semester and again at the end of the school year for the duration of this agreement:

0 days absent	\$750.00
1 day absent	\$650.00
2 days absent	\$550.00
3 days absent	\$450.00
4 days absent	\$350.00
5 days absent	\$250.00

10. For each semester that a non-certified employee maintains perfect attendance, said employee shall receive a stipend as follows to be paid at the end of the first semester and again at the end of the school year for the duration of this agreement:

0 days absent	\$525.00
1 day absent	\$425.00
2 days absent	\$325.00
3 days absent	\$225.00
4 days absent	\$125.00
5 days absent	\$ 25.00

The calculation of Perfect Attendance shall not include paid time off due to death in the family in the first degree.

9. Becomes 11.

**ARTICLE XXIV – SALARY SCHEDULES**

- A. Certified Salary Schedules
1. The ~~2012-2014~~ 2014-2015 certified salary schedule shall reflect a ~~zero percent (0%)~~ six percent (6%) increase above the ~~2011-2012~~ 2012-2014 certified salary schedule ~~with no plus all vertical but and~~ horizontal and vertical increments.

2. The 2015-2016 certified salary schedule shall reflect a six percent (6%) increase above the 2014-2015 certified salary schedules, plus all vertical and horizontal increments.
3. The 2016-2017 certified salary schedule shall reflect a five percent (5%) increase above the 2015-2016 certified salary schedules, plus all vertical and horizontal increments.
4. The 2017-2018 certified salary schedule shall reflect a four percent (4%) increase above the 2016-2017 certified salary schedules, plus all vertical and horizontal increments.

Doctorate degrees shall receive \$1,000.00 per year.

- B. Certified Longevity steps for certified employees are as follows:
1. An additional ~~\$650-\$800~~ per year at the beginning of the 16<sup>th</sup> year of service in School District #189.
  2. An additional ~~\$650-\$800~~ per year at the beginning of the 21<sup>st</sup> year of service in School District #189.
  3. An additional ~~\$650-\$800~~ per year at the beginning of the 26<sup>th</sup> year of service in School District #189.
  4. An additional ~~\$650-\$800~~ per year at the beginning of the 31<sup>st</sup> year of service in School District #189.

All salaries are retroactive to July 1 of each year of this Agreement.

- C. Payment for extra classes shall be as follows:
1. Middle School Teachers, ~~seventeen dollars and 50 cents (\$17.50) per hour.~~ Twenty five dollars (\$25.00) per hour.
  2. Senior High School Teachers, ~~seventeen dollars and 50 cents (\$17.50) per hour.~~ Twenty five dollars (\$25.00) per hour.
- D. Non-Certified Salary Schedule
1. The ~~2012-2014-2014-2015~~ non-certified salary schedule shall reflect a ~~zero percent (0%)~~ six percent (6%) increase above the 2011-2012 non-certified salary schedule, ~~with no plus all~~ vertical and horizontal increments., ~~and non-certified bargaining unit members step placement shall remain frozen and shall not advance any steps on the salary schedule.~~



2. The 2015-2016 non-certified salary schedule shall reflect six percent (6%) increase above the 2014-2015 non-certified salary schedule, plus all vertical and horizontal increments.
3. The 2016-2017 non-certified salary schedule shall reflect a five percent (5%) increase above the 2015-2016 non-certified salary schedule, plus all vertical and horizontal increments.
4. The 2017-2018 non-certified salary schedules shall reflect a four percent (4%) increase above the 2016-2017 non-certified salary schedules, plus all vertical and horizontal increments.

All salaries are retroactive to July 1 of each year of this Agreement.

E. Non-Certified Longevity

Incremental longevity steps for non-certified employees are as follows:

1. An additional ~~\$425~~ \$575 per year at the beginning of the 17<sup>th</sup> year of service in School District #189.
2. An additional ~~\$425~~ \$575 per year at the beginning of the 22<sup>nd</sup> year of service in School District #189.
3. An additional ~~\$425~~ \$575 per year at the beginning of the 27<sup>th</sup> year of service in School District #189.
4. An additional ~~\$425~~ \$575 per year at the beginning of the 32<sup>nd</sup> year of service in School District #189.

Add Salary Schedule for Health Aide

**ARTICLE XXVII – Duration of Agreement**

For Certified Employees: a commencement date of the start of the ~~2012-2014~~ 2014-2015 school year, a Four-year term, and an expiration date of the day before the start of the 2018-2019 school year; and for

Non-certified employees: a commencement date of ~~July 1, 2012~~ July 1, 2014, a four-year term, and expiration date of June 30, 2014 June 30, 2018.