

COLLECTIVE BARGAINING AGREEMENT

By and Between

MALDEN COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 84

And

MALDEN FEDERATION OF TEACHERS COUNCIL,  
AFT LOCAL 604  
ILLINOIS FEDERATION OF TEACHERS  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

EFFECTIVE JULY 1, 2019  
THROUGH JUNE 30, 2023

ARTICLE I  
RECOGNITION

1.1 Recognition

For the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment, the Board recognizes the Union as the sole and exclusive representative for all full-time and regular part-time teachers of the Board during the term of this Agreement – excepting only the Superintendent, principals and other exempt employees under the IELRA (list other administrative titles).

ARTICLE II  
BOARD'S RIGHTS

2.1 Management Rights

Except as specifically limited by the express provisions of this Agreement, the Board retains all traditional rights to manage and direct the affairs of Malden Grade School in all respects and to manage and direct its employees, to unilaterally make and implement decisions with respect to the operation and management of Malden Grade School in all respects. The authority and powers of the Board as prescribed by the Statutes and Constitution of the State of Illinois and the United States shall continue unaffected by this Agreement except as expressly limited by the express provisions of this Agreement, and then only to the extent that such authority and powers are delegable. These Board rights include, but are not limited to, the following:

- A. To determine Malden Grade School's mission, objectives, policies and budget;
- B. To supervise and direct employees;
- C. To employ employees;
- D. To lay off or relieve employees due to lack of work or funds;
- E. To discipline, suspend and discharge employees; and
- F. To establish, modify or eliminate courses of instruction, including special athletic, recreational and social events for students.

2.2 No Solicitations

The Union or representative designee, regardless if such person is an employee, shall not solicit with employees during their working hours while on duty and must restrict such Union related activity to employee's non-working hours (lunch). Such conduct shall not disturb the work of employees who may otherwise be working.

ARTICLE III  
WORKING CONDITIONS

3.1 Fitness Examinations

If there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, as determined solely by the Board, the Board may require, at its expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Board.

3.2 Work Day

The working day for teachers shall consist of 7.75 continuous hours, and shall commence and end at such time as directed by the administration. Such working day shall commence no earlier than 7:45 a.m. nor end after 3:30 p.m.

Special Allowances will be made for teachers to leave earlier than the prescribed 3:30 for instances of medical emergencies for the employee or immediate family, or for doctor's appointments for themselves or family (as defined in sick leave) (Article 4.1) which could not have been scheduled outside of normal school working hours. In no event shall a teacher be allowed to leave school, pursuant to this provision, earlier than the time at which students are dismissed. Teachers are encouraged not to access this provision more than two times during the course of the year. However, additional usage of this provision may be allowed at the discretion of the Superintendent. It shall not accumulate in subsequent years. The teacher shall provide at least forty-eight (48) hour notice of the intent to access this provision, barring a medical emergency. Teachers may also leave earlier than the prescribed 3:30 (but not earlier than the time at which students depart the campus) to attend approved college classes and when required to return for an evening unpaid activity.

Teachers shall attend consultations, staffing conferences, parent conferences, open house, staff meetings, and perform such other activities associated with their customary professional duties.

Separate and apart from all other work responsibilities of the teaching staff, the teaching staff shall assign, and provide coverage on a rotating equitable basis, A.M. duty responsibilities to each teacher. The teaching staff shall provide two-week advance notice of this assignment to the Superintendent. Any teaching staff member who is assigned and serves an A.M. duty for the school year on a given day shall be allowed to leave at 3:15 P.M., instead of the normal time as set forth above in this Section or at the discretion of an individual teacher can instead elect in writing, upon commencement of the school year, to receive one half comp day to be used anytime throughout the school year.

3.3 Work Year

The teacher work year, as evidenced by the school calendar adopted by the Board, shall consist of no more than 180 days of teacher attendance, combining pupil attendance days, institutes, in-service days and emergency days. During the course of said year, teachers shall be required to have no more than 176 pupil contact days, unless mandated by Illinois General Assembly or State Board, in which situation the teacher shall be paid their per diem amount for each additional day.

### 3.4 Initial Employment

At the time of initial employment in the District, each teacher not employed for primarily supervisory or administrative duties shall be placed on the salary schedule attached hereto as "Schedule A" at the appropriate step representing teaching experience and educational attainment. However, placement on the appropriate experience step shall be subject to the following:

- A. Said teacher shall receive credit for all prior years of full time public school teaching experience, but not to exceed a total of twelve (12) years. To the extent it is recent and equivalent, partial credit may be given at the discretion of the Board in consultation with the Union for activity that is not recent and equivalent.

### 3.5 Movement on Salary Schedule

- A. Education Movement. Only 300 level college credit classes, or higher, obtained by a teacher from an accredited institution shall apply towards horizontal advancement on the salary schedule, provided said teacher has received prior approval in writing from the Board that said course or courses are of value both to the teacher and to the District, including on-line courses (distance learning).

Approved technology courses of any college level shall apply to horizontal advancement on the salary schedule. Six (6) credit hours of junior college level courses shall equate to three (3) hours for horizontal advancement purposes on the salary schedule. There shall be no tuition reimbursement for junior college level courses. The maximum number of credit hours at the junior college level which a teacher may have, for purposes of this section, while an employee of this district, is six (6).

Course approval decisions by the Board shall be nonprecedential. Horizontal advancement on the salary schedule shall only take place at the beginning of the school year. Said teacher shall be responsible for providing the Superintendent with a properly certified transcript evidencing that such course work has been successfully completed and such transcript must be presented prior to the 10<sup>th</sup> day of September for the new school year. No teacher shall be allowed more than one (1) column movement across on the Salary Schedule as described in this Section 3.5 A.

- B. Experience Movement. In all other years, except as otherwise specifically provided in this Agreement, completion of one full year of continuous, full time employment in the District shall entitle a teacher to move down one step on the salary schedule (unless the employee is placed on remediation pursuant to Article 24A of the Illinois School Code as amended). Each teacher who is at an experience step below the cutoff point of the index column on the schedule shall be frozen at that step. If a teacher who is frozen moves across the schedule to a new column, that teacher may move down one step to reflect the year's earned experience. However, in no event may a teacher in any given year move down more than one step on the schedule for experience.

### 3.6 Tuition Reimbursement

Full time teachers shall be reimbursed by the Board up to \$150.00 for each credit hour (and under no circumstances more than the actual cost of each credit hour) for college courses of at least 300 level graduate courses and above, which have been successfully completed.

Notwithstanding the above language, teachers may, upon following the procedures described elsewhere in this Section, receive tuition reimbursement for 300 level graduate courses, for which the Board has granted prior approval.

No employee shall be allowed to take courses via video at home for purposes of tuition reimbursement unless the course is required as part of an approved graduate masters degree program to which the teacher has been accepted and for which the Board has granted prior approval as described in more detail elsewhere in this Section.

Course credit for purposes of horizontal Salary Schedule movement, as well as tuition reimbursement, shall only be allowed upon prior written approval from the Board. Application for course work and reimbursement shall be consistent with the section of this Agreement entitled "MOVEMENT ON SALARY SCHEDULE".

The total number of approved credits that a teacher may receive reimbursement for shall not exceed a total of fifteen (15) credits for each school year (August 1 – July 31).

Reimbursement shall be paid within thirty (30) days following receipt of transcript for said course. Reimbursement will be paid only to those teachers returning to the employment of the District for the immediately following school year. In the event a teacher who has received tuition reimbursement fails to remain employed with the District (due to a resignation of the teacher) until the completion of the immediately following school year, such teacher shall reimburse the District for such tuition reimbursement (for courses completed over the previous academic year) within thirty (30) days of termination of employment with the District. Reimbursement for summer courses shall be made by the District either by October 1 or within thirty (30) days following receipt of transcript indicating successful completion of the summer course, whichever is later (but no earlier than September 1).

### 3.7 Meetings

Should the employee be required to meet with the Superintendent or the Board regarding a matter which may result in disciplinary action, he/she shall be notified of the reasons for the meeting (termination or unpaid suspension). No non-probationary employee shall be suspended or terminated without just cause, as defined in Illinois law.

### 3.8 Names

The Board shall provide the Union with the name and address of any teacher within five (5) working days of hiring such employee.

### 3.9 Interference

Employees shall be free to join the Union without interference or penalty.

### 3.10 Use

The Union shall have use of school and central office nonconfidential equipment systems and classrooms for the conduct of its business, when not otherwise in use for school functions and with reimbursement for any expense to the Board.

### 3.11 Documents

The Board shall furnish the Union President, upon request and within a reasonable timeframe, with nonprotected documents.

### 3.12 Posting

All vacant teaching positions shall be posted for a minimum of five (5) working days prior to the filling of the position, barring extenuating circumstances.

### 3.13 Teachers Retirement Contribution

The Board shall submit, as employer contributions, to the Teacher's Retirement System of Illinois, on behalf of each employee covered by this Agreement. Up to 12% of the salary amount of each employee covered by this Agreement to TRS for TRS retirement benefits purposes. Additionally, the Board shall submit, as employer contributions, that amount required by statute to be paid by the employer for THIS and Necs with regard to each employee's appropriate employee compensation.

### 3.14 Tort Immunity Act Language

All members of the school staff are members of the school's Risk Management Team and have a responsibility pursuant to the District's Risk Care Management Policy and Procedures, to help prevent accidents and damage to school property. Injuries to people and damage to property can be minimized if all members of the school would take time, while here at school to report, pursuant to the District's Risk Care management Plan, any of the following:

1. Any defects or deficiencies in machines, i.e., computers, typewriters, copiers, telephones, etc.;
2. The existence of any potholes in the parking lots or in the asphalt walkways;
3. Any problems with stairs, carpeting, and tiles;
4. Any ice or debris on walk area;
5. Any unsafe or broken chairs or furniture;

6. Any damage to safety signs or devices;
7. Any activities by students, staff, or faculty, which might cause damage; and
8. Loss exposures, in accordance with the District's Risk Care Management Plan.

In addition, members of the School staff shall be responsible, along with other members of the staff and administration, for selecting techniques for treating loss exposures, implementing such techniques, and participating the monitoring and modification of the District's Risk Care Management program, all in accordance with the District's Risk Care Management Plan.

### 3.15 Use of School Facility

The Union shall be granted the right to use the school facilities for Union Teacher membership meetings. Meetings shall be held during non-school hours, and written notice of meetings shall be given to the building principal at least 24 hours prior to the meeting.

Use of the school property shall not interfere with or interrupt normal school operations or other uses previously committed. When custodial services are required, the Board may make a reasonable charge to the Union for such service.

Such use as above shall not be granted to the Union during such time as the Union has declared a strike.

### 3.16 Personnel Records

Section 1. A personnel file for each teacher shall be kept in the Superintendent's office. The following information shall be included in the file; however, additional information may be included in the file as appropriate.

- A. Up-to-date transcripts of all college credits earned.
- B. Up-to-date list of teaching qualifications.
- C. Completed withholding form.
- D. Teacher service record information.
- E. Copy of all teaching certificates.
- F. Evaluation and communications

Each individual teacher shall have the responsibility to see that the materials listed in subparagraphs (A) through (E) above are current.

Section 2. All material to be placed in the official Board file shall be inserted in a timely fashion, and shall be date stamped to indicate the date said material was placed in the file.

Section 3. Each employee shall have the right to insert material relevant to the employee's service in the district.

Section 4. Each employee shall be notified within two (2) business days after information which could lead to discipline has been placed in that employee's file.

### 3.17 Absences

If a teacher is anticipating an absence, said teacher shall make every effort to notify the office designated person at the designated number by 6 a.m. If however, due to unforeseen circumstances, this is not possible, then it is expected said teacher shall make that notification as soon as possible. Furthermore, if possible, in order to schedule an appropriate substitute, teachers should make an effort to contact the office staff the night prior to an anticipated illness.

### 3.18 FOIA Requests and Payroll Dues Deductions

The Union President shall be notified no later than the FOIA response date of the District's receipt of a FOIA request that asks for information that would include any bargaining unit member's name, email address, any part of a home address, or a list of members of the union or dues payers.

The District shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his or her dues in accordance with their terms in which he or she authorized the dues deductions, the Union will notify the employer after the close of the revocation window. The District agrees to remit these dues and/or fees to the Union once each month that dues/fees are deducted. A list of teachers for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within five (5) workdays.

Indemnification. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, judgments, administrative decisions, or other forms of liability (monetary or otherwise), including, but not limited to, attorney fees, court costs and interest that shall arise out of or by reason of or relating to any action taken or not taken by the Board for the purposes of complying with any of the provisions of this Article, or in reliance on any list, notice, certification, affidavit, assignment or other information furnished under any of such provisions. Such indemnification/hold harmless payments of attorney fees and court costs shall be made by the Union to the Board within thirty (30) days of any written demand from the Board to the Union for such payments. If an improper deduction is made and remitted by the Board to the Union, then the Union shall further promptly refund any such improperly deducted amount directly to the employee involved and promptly inform the Board of any such reimbursement. The Board will notify the Union of any written claim, demand, or suit arising from this section.

## ARTICLE IV LEAVES OF ABSENCE

### 4.1 Sick Leave

Each employee shall be entitled to twelve (12) days of sick leave the first five (5) years of teaching, fourteen (14) days of sick leave for years six (6) through twenty (20) and fifteen (15) days of annual sick leave thereafter without loss of pay. Each employee shall be entitled to sick leave each school term according to the following schedule:

Sick leave shall be allowed to accumulate to 340 days including the current year's leave. Sick leave shall be interpreted to mean leave for serious illness or death in the immediate family. Immediate family shall mean parents, spouse, brothers, sisters, children, stepchildren, aunts, uncles, grandparents, grandchildren, parents-in-law, stepparents, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, legal guardians, and legal dependents. Serious illness shall mean illness requiring consultation with a physician or hospital care.

The Board reserves the right to require that a physician certify the employee as incapacitated and, therefore, unable to perform his or her usual or ordinary duties. Furthermore, if the Board has reason to suspect that any employee who has been ill remains unable to perform the usual or ordinary work duties, the employee may be required to obtain a doctor's statement that the employee is able to return to work and perform his or her usual and customary duties. Notwithstanding the language contained above, the employee reserves any rights which they have under the Americans With Disabilities Act, if any.

Pregnancy is classified and treated the same as any other illness or disability.

#### 4.1(a) Retirement Incentive

A teacher who meets the eligibility requirements set forth in Section A of this Article shall receive the creditable earnings increase set forth in paragraph B of this Article.

### **RETIREMENT INCENTIVE**

#### A. Eligibility

1. The teacher is at least fifty-four (54) and turning fifty-five (55) within six (6) months of his/her last day of service.
2. The teacher has twelve (12) or more years of full-time continuous service with this district prior to the date of retirement.
3. The teacher will have thirty-five (35) years of service or more in the TRS system at the time of retirement. Teachers with less than thirty-five (35) years of service that will not cost the District a penalty and meet the eligibility requirements shall be eligible for a two year retirement plan as described in B1 Payment of Salary.
4. The teacher retires at the end of the applicable school year.
5. The teacher notifies the Superintendent or his/her designee in writing of his/her irrevocable resignation no later than the opening day of school in the year their retirement plan is to begin.

#### B. Payment of Salary

1. Employees may select a plan length between four years and one year. If the employee selects a four year plan, his/her total creditable earning during the fourth year before the retirement shall be

increased by 6% over what it was the previous year. During the remaining three years of employment, the employee's creditable earnings shall be no more than 6% than it was the previous year. Employees selecting a plan less than four years, his/her creditable earnings in each of the years remaining until retirement shall be no more than 6% greater than the previous year. Such increase shall be in lieu of the creditable earnings increase otherwise applicable to the impacted employee pursuant to the Collective Bargaining Agreement.

2. An eligible teacher's TRS creditable earnings in the last year prior to retirement (but after giving notice) shall be 6% higher than the teacher's creditable earnings in the prior year. Such increase shall be in lieu of the creditable earnings increase otherwise applicable to the impacted employee pursuant to the Collective Bargaining Agreement.

3. Once an employee submits an irrevocable notice of retirement, that employee shall be removed from the salary schedules of this agreement. Once the employee submits an irrevocable notice of retirement in no case will the employee's TRS creditable earnings increase exceed 6% of the previous year. Any supplemental duties that are included in the creditable earnings in the year prior to giving notice shall be continued during the remaining years prior to retirement, or the fixed creditable earnings shall be reduced accordingly. Even if another provision of this collective bargaining agreement would otherwise provide, in the event a teacher's TRS creditable earnings would increase by more than 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 TRS creditable compensation allowed under this provision.

4. 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 years of the end of the school year in which the compensation is earned.

5. If the sum or percentage amount triggers any obligation for the district or Board to pay additional amounts to cover all or part of the teacher's retirement annuity or cover any Board or district paid penalty or fee to TRS, then the maximum of the teacher's creditable TRS earnings from employment in this school district shall decrease so as to avoid any Board or district paid penalty or fee.

#### C. Early Retirement

1. If a member should elect to avail him/herself of the early retirement provisions under the laws of the State of Illinois "Early Retirement Program" which requires a one time contribution to the "Teacher Retirement System" by both the employee and the Board, the employee may not participate in the Retirement Incentive set forth elsewhere in this Agreement.

2. The number of employees of the board who may retire under this plan in any year may be limited at the option of the Board to a specified percentage of those eligible. The specified percentage may not be lower than ten percent (10%) of those eligible for the early retirement. The

right to participate must be allocated among those applying on the basis of seniority in the service of the Board.

D. Miscellaneous

1. Nothing herein prohibits the Board (with the approval of the Union) from enhancing a teacher's retirement benefits in order to save the District money and improve the teacher's retirement benefits.

2. If the state or federal government or any other governmental agency enacts, offers or mandates any other early retirement plan or statute, employees may not access or elect to receive benefits under this contract in combination with any other such statutory or contractual retirement plan.

E. Savings Provision

In the event the General Assembly enacts legislation which increases the financial liability of the District above and beyond which it currently would be under the terms of the Retirement Stipend and the existing law, and such legislation is applied to so affect the District's obligations in connection with any teacher retiring under this Agreement, then the parties agree that the Board shall only be obligated to make payments under the Retirement Stipend to the extent that the District does not incur increased liability to the teacher, the Teachers Retirement System, or any other entity. In the event a legislative change increases the financial liability above and beyond what it currently would be pursuant to the Retirement Stipend and the law at the time this Agreement is signed, then the parties agree to meet and confer regarding an alternative solution.

4.2 Personal Leave

Each employee shall be granted three (3) personal days per year for personal business or emergency without loss of pay or deduction of sick leave, subject to the conditions set forth below:

A. A written request shall be submitted to the Superintendent at least three (3) school days prior to the date requested. It shall not be necessary for the employee to include the reason for taking such leave when making the request if consistent with the notice provision contained in this section.

B. Personal leave shall not be allowed for a day immediately before or after a holiday or scheduled vacation, except under the following circumstances. The teacher shall provide ten (10) working days written notification to the Superintendent of his/her intent to make use of this section. Even so, the teacher shall not be allowed to take said day, pursuant to this Section, unless the District is able to locate a substitute teacher to work in place of the absent teacher on the day requested. The District shall use reasonable efforts in attempting to locate a substitute teacher.

C. No more than two (2) employees per building may use personal leave on a given day.

D. In the event of an employee emergency, the Superintendent may waive the above conditions. It shall be up to the Superintendent to determine if an emergency exists.

E. Unused personal leave days shall be accumulated as sick leave days.

#### 4.3 Bereavement Leave

In the event of the death of a member of an employee's family (family being those for whom the employee is allowed to take sick leave pursuant to Section 4.1 of this Agreement), such employee shall be entitled to a maximum of three (3) days of absence for a first occurrence per year without loss of pay and without loss of personal or sick leave.

In the event of the death of a member of an employee's family (family being those for whom the employee is allowed to take sick leave pursuant to Section 4.1 of this Agreement), such employee shall be entitled to a maximum of two (2) days of absence for a second occurrence per year without loss of pay and without loss of personal or sick leave.

If the bereavement leave extends beyond the maximum allowable, the employee shall be allowed to use sick days, with the prior permission of the Superintendent.

#### 4.4. Jury Duty

Payment in full by the Board shall be made to an employee on jury duty provided such employee refunds to the Board the amount received as payment for such service, assuming that pay for duty is less than the employee's regular pay. Daily rates received for such duties shall be reimbursed to the Board only for those working days when the employee was absent and do not include any compensation received for food or travel.

### ARTICLE V PAY

#### 5.1 Payroll Distribution

Payroll checks shall be regularly issued on or before the 15<sup>th</sup> and 30<sup>th</sup> days of each month. During the summer period, checks shall be mailed to the designated address of the employee. It shall be the responsibility of the employee to keep the Superintendent's office informed of his/her current address.

#### 5.2 Extracurricular and Extra Duty Pay

Extracurricular and extra duty pay shall be compensated as set forth in the schedule attached hereto as Schedule B, and shall be paid in the next paycheck following the completion of said activity. Extracurricular and extra duty job openings shall be posted in a timely manner in each of the attendance centers.

### 5.3 Extracurricular Replacement

When an extracurricular position becomes available, the Superintendent or designee shall post the position in a timely manner both internally for bargaining unit employee consideration and externally. The District may fill the position with an external candidate.

### 5.4 Vehicles

Employees who are required to use their personal vehicles in authorized service to the school district shall be reimbursed at the maximum allowable rate calculated annually by the Internal Revenue Service.

### 5.5 Seniority

The Board agrees to comply with the School Code as it relates to layoffs and recalls.

Seniority shall be defined as the length of continuous service to the Employer and shall be applied district-wide in the bargaining unit. Upon employment, each employee shall receive a Seniority Date which shall be the date the Board approved his/her employment or the first day of actual work, whichever is earlier. If two or more employees have the same Seniority Date, the date of the employee's application shall control; whereby the employee with earlier application date shall be senior. If two or more employees still have the same seniority, the Employer or administration shall conduct a drawing of lots witnessed by the affected employees and an authorized Union representative.

### 5.6 Combined Grade Levels

Teachers assigned to teach multiple grade levels in a self-contained setting shall receive an annual salary stipend of \$975.00 (for 2019-20), \$1000.00 (for 2020-2021), \$1025.00 (for 2021-2022) and \$1050.00 (for 2022-2023).

### 5.7 Longevity Payment

In other years teachers on the last step of a salary column who do not receive a step increase in a school year shall receive in each such school year a longevity payment of \$250 in addition to the amount shown on the last step of the salary schedule.

### 5.8 Insurance

The Board shall pay each Teacher a stipend in lieu of insurance in the amount of \$4,400.00 for 2019-20, \$4,550.00 for 2020-21, \$4,700.00 for 2021-22, and \$4,850.00 for 2022-23.

## ARTICLE VI GRIEVANCE PROCEDURE

### 6.1 Definitions

The following procedure is established for presentation and processing, by the Union, through the Board, of grievances relative to terms of this Agreement. A grievance is an alleged violation, misapplication or misinterpretation of the terms of this Agreement.

### 6.2 Procedure

Step One – The aggrieved employee shall notify the Superintendent or his/her official designee in writing of the grievance within ten (10) working days of when a grievant knew or should have known of the alleged violation. The Superintendent shall arrange for a meeting within ten (10) working days between the Superintendent or his/her designee, and the aggrieved. A decision shall be submitted to the aggrieved in writing by the Superintendent or submitted to the aggrieved in writing by the Superintendent or his/her designee within ten (10) working days after this meeting.

Step Two – If the grievance is not resolved at Step One, the employee shall notify the Board or its official designee in writing of the grievance and arrange for a meeting to be held at the next regularly scheduled Board Meeting. Following that meeting, a decision shall be submitted to the aggrieved in writing by the Board President or his/her designee within ten (10) working days.

Step Three – If the grievance is not resolved at Step Two, the Union may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within twenty (20) days of the date for the Step Two decision, the grievance shall be deemed withdrawn.

The parties shall jointly request the Federal Mediation and Conciliation Service to submit to them a list of five (5) arbitrator's names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From the final list, the parties shall alternately strike one name, with the party initiating arbitration striking first and alternately thereafter in future selections until only one name remains. That individual shall serve as the arbitrator. The arbitrator so selected shall be jointly notified of his/her selection and requested to contact the parties with respect to scheduling the hearing. If the individual selected cannot serve, the parties shall request another list and repeat the striking process to determine another arbitrator to serve. Failure of a party to act with regard to striking in turn within thirty (30) days shall constitute a waiver of the right to select an arbitrator. In such a case, the other party shall select an arbitrator from the list and arbitration shall proceed.

Arbitration is limited solely and simply to interpretation and implementation of the terms of the Agreement. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms or conditions of the Agreement.

Each party shall bear the full costs of its representation in arbitration. The costs of the arbitrator and the FMCS shall be divided equally between the parties. If either party requests a transcript of the proceeding, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.

### 6.3 Disclosure

Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

### 6.4 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent, but if withdrawn shall not be reinstated during the term of this Agreement.

Nothing in the grievance procedure shall limit the rights or representations of the grievant in the proceedings.

### 6.5 General Provisions

a) If it becomes necessary for an employee to testify at a grievance hearing during work hours, the employee shall be excused with pay for the purpose as long as the cost of any substitute is provided to the Board.

b) If a grievance arises from the action of an authority higher than the Superintendent of the school, the Union may present such a grievance at the appropriate steps of the grievance procedure.

c) Any party to a grievance shall have copies of all testimony and all material submitted by other parties concerned in the grievance, upon request.

d) Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.

e) The Board will attempt to arrange conferences held under this procedure to be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

f) All references to days shall mean school days, except that between the end of the school year in June and the beginning of the next school year, days shall mean days when the District's business offices are open.

g) All time limits may be extended by mutual agreement between the parties.

## ARTICLE VII TECHNICAL CLAUSES

### 7.1 No Strike

Neither the Union nor any officer, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, slow down, sit down, concerted stoppage of work, or any other intentional interruption or disruption of the operations of Malden Grade School District No. 84. Any or all

employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by Malden Grade School District No. 84 as provided for under law. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

## 7.2 External Law

a) Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause of this Agreement, said article, section or clause as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

b) If there is any conflict between the provisions of this Agreement and any legal obligation or affirmative action requirements imposed on the Board by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, upon ratification supersedes all prior practices and agreements (prior to ratification by both sides) whether written or oral unless expressly to the contrary, herein, and constitutes the complete and entire agreement between the parties.

## 7.3 Contract Distribution

Within thirty (30) days of ratification of this Agreement, the Board shall have sufficient copies prepared and delivered to the Union for its distribution to each employee. The Union and Board shall share the cost of duplicating the Agreement.

## 7.4 Negotiation Procedures

The Board and the Union have the authority and duty to meet at reasonable times and confer in good faith in order to execute a written contract incorporating any agreement reached by the parties.

All requests for communication with the Board shall be channeled through the Superintendent or designated representative, and requests to the Union shall be made to the President of the Union or designated representative.

Negotiations are not to begin before March 1, and shall begin no later than June 15 of the year in which the contract expires. Facts, options, and proposals may be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on items defined as negotiable in this Agreement. All tentatively agreed upon materials shall be prepared for the Board and the Union and initialed.

When the Board and Union reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the members of the Union for ratification and then the Board for approval.

7.5 Duration

This Agreement will not be considered binding until the Union has formally notified the Board, in writing, of official acceptance of this document by the membership and subsequent approval by Board of Education action at a public meeting. Upon acceptance, this Agreement shall remain in full force and effect until June 30, 2023.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

7.6 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause of this Agreement, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause, except as otherwise set forth herein.

7.7 Execution

In Witness whereof, the parties have executed this Agreement by their duly authorized representatives.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Malden Community Consolidated  
School District No. 84

\_\_\_\_\_  
Malden Federation of Teachers Council  
AFT Local 604

ATTESTED:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

## SCHEDULE "A"

[See Attached "Salary Schedule" documents for each year]

- No More Than One Column Movement Across for any School Year
- No Make-Up Movement For Previous Years With No Movement

SCHEDULE "B"\*

	2019-2020	2020-2021	2021-2022	2022-2023
Boys Basketball **	\$1,672	\$1,672	\$1,672	\$1,672
Girls Basketball **	\$1,672	\$1,672	\$1,672	\$1,672
Volleyball**	\$1,672	\$1,672	\$1,672	\$1,672
Cheerleading **	\$1,114	\$1,114	\$1,114	\$1,114
Track **	\$1,672	\$1,672	\$1,672	\$1,672
Assistant Coaches#	\$ 586	\$ 586	\$ 586	\$586
Scholastic Bowl	\$ 501	\$ 501	\$ 501	\$501
Speech	\$ 414	\$ 414	\$ 414	\$414
Student Council	\$ 694	\$ 694	\$ 694	\$694
Yearbook	\$ 758	\$ 758	\$ 758	\$758
Graduation	\$ 145	\$ 145	\$ 145	\$145
IMEA Music Contest	\$ 145	\$ 145	\$ 145	\$145
Special Olympics	\$ 145	\$ 145	\$ 145	\$145
Food Service Director	\$ 250	\$ 250	\$ 250	\$250

The following items shall be paid on the following basis:

Clock/Timer	\$ 26.25 Per Event
Scorebook	\$ 26.25 Per Event
Bus Driver	\$ 42 Per Route
Ticket Taker	\$ 22 Per Event
Summer School	\$ 22/hr for 2019-20 and 2020-21 \$ 24/hr for 2021-22 and 2022-23

\*The items on this Schedule B are not subject to annual salary increase percentages or any other increase, except as specifically set forth with regard to certain items concerning longevity bonuses.

\*\*These items are subject to a \$25/year longevity bonus for each uninterrupted consecutive completed year of head coaching. For instance, a person serving, in the first year of this Agreement as a Head Boys Basketball coach for the 2019-2020 year, with five years of Head Boys Basketball experience for the District would receive \$1,797. This would be composed of the new base Head Boys Basketball coaching stipend of \$1,672 plus five years of \$25 longevity stipend added. Going forward, the same person would receive \$1,822 during the 2020-2021 year after taking the added sixth year of longevity into consideration.

#This item is subject to a \$25/year longevity bonus for each uninterrupted consecutive completed year of assistant coaching/having coached the position under this Agreement (no retroactive bonus shall be applied for years of service prior to the first year of this Agreement). For instance, an assistant coach starting in the first year of this Agreement for the 2019-2020 year would receive \$586, and no bonus. However, going forward the same person would receive \$611 during the 2020-2021 year and \$636 during the 2021-2022 year for uninterrupted consecutive years of assistant coaching.