7-7-1944

School District 99 Board of Education, West Suburban Teachers Union, Cicero Chapter, Local 571, American Federation of Teachers, AFL (1944)

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School District 99 Board of Education, West Suburban Teachers Union, Cicero Chapter, Local 571, American Federation of Teachers, AFL (1944)

Location
Cook County, IL

Effective Date
7-7-1944

Expiration Date
7-6-1945

Employer
Board of Education, School District 99

Union
West Suburban Teachers Union

Union Local
571

NAICS
61

Sector
L

Item ID
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Keywords
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Comments
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decisions on all individuals and all institutions during and after the war is far-reaching and inescapable.

13. Responsible and democratic government depends for its guidance and direction upon organized groups of articulate citizens who make their convictions and desires known to the legislative and executive branches of their governments. Progress toward sound government financial policy is dependent upon the widespread and continuous expression of enlightened opinion.

13. Weak or misguided national policy in the field of taxation and price control will not only bring certain and grievous hardships to individual teachers, but will have disastrous consequences upon all people. It is a responsibility of the American Federation of Teachers to make its voice heard in the determination of national policy, not only for maintaining the security of teachers, but for maintaining the security of the society of which teachers are a part.

**Teachers' Union and Board of Education Sign Collective Bargaining Agreement**

The West Suburban Local, 571, believes that one of the groups within that local, the Cicero Council, has achieved something of real significance to all AFT members. This Council recently obtained a signed collective bargaining agreement between the teachers' union and the board of education of the Cicero School District.

When a report concerning this agreement was made at the AFT convention by Mary Wheeler, president of Local 571, many delegates expressed a desire to know more about the details of the agreement. The convention voted, therefore, that the agreement should be published in the *American Teacher*.

**MEMORANDUM OF MASTER AGREEMENT**

This agreement made and entered into this 7th day of July, 1944, between the Board of Education, School District 99, Cook County, Illinois, to be hereinafter referred to as the Employer, and the Cicero Chapter of the West Suburban Teachers Union, Local 571, A.F. of T., to be hereinafter referred to as the Union.

Witnesseth that, beginning with the date of this agreement, and continuing as hereinafter provided, the parties hereto mutually agree that they will respect and observe the following conditions and agreements in the Educational System of School District 99.

**Section 1.** The Employer recognizes the Union as the collective bargaining agent for all certificated employees who are members of the Union, and that all other certificated employees be represented by the Union (with the exception that this agreement does not include bargaining for salary adjustments and working conditions for the Superintendent and the Assistant Superintendent of School District 99) in all matters pertaining to salaries, wages, hours, and working conditions.

**Section 2.** The Union agrees that it will not refuse membership if applicants are certificated employees of School District 99—excluding, however, the Superintendent and the Assistant Superintendent—and if they comply with the provisions of the Constitution of the A.F. of T.

**Section 3.** The use of the regular bulletin boards will be allowed in each school building for the posting of Union notices.

**Section 4.** The Employer gives the Union the privilege of using all communication services; i.e. the non-toll telephone service, and regular delivery service.
available in School District 99.

Section 5. The Employer gives the Union the privilege of using the Administration Building for meetings as may be arranged by the Buildings, Grounds and Supplies Committee.

BASIC SALARY SCHEDULE

Cicero Board of Education
School District 99

Section 6 (a). The following shall be the basic salary schedule for the school year 1944-45:

<table>
<thead>
<tr>
<th>Years in Service</th>
<th>Class I</th>
<th>Class II</th>
<th>Class III</th>
<th>Class IV</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1300</td>
<td>1400</td>
<td>1450</td>
<td>1500</td>
</tr>
<tr>
<td>2</td>
<td>1400</td>
<td>1500</td>
<td>1525</td>
<td>1600</td>
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<tr>
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<td>1675</td>
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<td>1825</td>
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<tr>
<td>7</td>
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<td>1800</td>
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<td>2000</td>
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<tr>
<td>8</td>
<td>1700</td>
<td>1900</td>
<td>1975</td>
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</tr>
<tr>
<td>9</td>
<td>1750</td>
<td>2000</td>
<td>2050</td>
<td>2200</td>
</tr>
<tr>
<td>10</td>
<td>1800</td>
<td>2100</td>
<td>2150</td>
<td>2300</td>
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<tr>
<td>11</td>
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<td>2250</td>
<td>2400</td>
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<td>12</td>
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<td>2300</td>
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<tr>
<td>14</td>
<td>2100</td>
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<td></td>
</tr>
<tr>
<td>15</td>
<td>2200</td>
<td></td>
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</tr>
</tbody>
</table>

All substitutes shall receive the sum of seven dollars per day.

The application of this schedule shall not reduce the salary currently paid to any certificated employee in the system, and it is the intent of this schedule to assure each teacher for the school year 1944-45 in Classes I, II, III, and IV a salary increase of $300 over and above the 1943-44 basic salary schedule by a supplementary monthly payment. It is agreed, however, that any new teacher for the school year 1944-45 shall be paid the supplementary salary of $10 per month in addition to the basic schedule herein provided.

Section 6 (b).

<table>
<thead>
<tr>
<th>Years in Service</th>
<th>Class V</th>
<th>Class VI</th>
<th>Class VII</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1600</td>
<td>1700</td>
<td>1800</td>
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<tr>
<td>2</td>
<td>1700</td>
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<td>2800</td>
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<tr>
<td>12</td>
<td>2700</td>
<td>2800</td>
<td>2900</td>
</tr>
</tbody>
</table>

SALARY AS DETERMINED BY SCHEDULE

Section 8.

(a) The salary is determined by the class to which a teacher, principal, director, or supervisor belongs and the number of years of experience that he or she has had.

(b) A teacher, principal, director, or supervisor not having been previously employed as a teacher in Cicero Public Schools may count experience outside of Cicero at the rate of one year for the first year taught outside of Cicero and at the rate of one half-year for each year taught thereafter for a total of four years.

7 years of experience outside of Cicero will equal 4 years in Cicero. 5 or 6 years of experience outside of Cicero will equal 3 years in Cicero. 3 or 4 years of experience outside of Cicero will equal 2 years in Cicero. 1 or 2 years of experience outside of Cicero will equal 1 year in Cicero.

(c) A teacher who taught one year or more in School District 99 and who left the district, shall, if reemployed, receive a starting salary of at least $1500 per school year. Credit for additional experience may be granted according to conditions (par. b, Section 8) defined for a teacher not having been previously employed in Cicero. A teacher who has taught a year or more in School District 99 and who has left the district and later returned to the system must again earn her tenure in the system.

EXPLANATION OF THE SCHEDULE

Section 7.

(a) This schedule is based upon training and experience. It provides for seven classes, herein designated as Class I, Class II, Class III, Class IV, Class V, Class VI, and Class VII.

SALARY INCREMENTS

Section 9.

(a) All certificated employees whose salary raise would not exceed the maximum for the class in which they fall shall be given a $300.00 raise for 1944-45 over the 1943-44 basic schedule.

NOVEMBER, 1944
(b) Any certificated employee whose present salary is such that a $300.00 raise would exceed the maximum for his class shall be given only that fraction of $300.00 which would allow him to reach the maximum.

PROBATIONARY TEACHERS

Section 10

(a) All new teachers entering the school system will do so upon a probationary basis as set forth in the Illinois Tenure Act; which calls for a probationary period of two consecutive years, " . . . after which such teacher shall enter upon contractual continued service, unless given written notice of dismissal, stating specific reason therefor, by registered mail by the employing board at least sixty days before the end of such probationary period; the board may extend probationary period for one additional year by giving the teacher written notice by registered mail at least sixty days before end of such two-year period, and provided the probationary period contract shall in no event terminate before the expiration of such contract."

(b) The extension of the probationary period beyond two years will be discouraged. The superintendent shall confer with each probationary teacher near the end of the first year regarding her status.

(c) Probationary teachers shall be placed on salary schedule in the class to which their training and experience entitle them.

(d) No teacher shall be denied the privilege of entering the period of contractual continued service or shall be considered for dismissal for the reasons or causes provided in Sections 115, 127, or 127 3/4 of the Tenure Act, unless there has been accumulated during the year objective evidence to support causes or reasons compiled according to the following provisions:

1. Evaluation shall be upon the basis of criteria carefully defined and simply stated as a result of cooperative analysis of the educational needs of this community, made by a group of two teachers, one supervisor, and one principal.

2. A cumulative folder shall be kept in the office of the superintendent for each member of the staff in which will be filed credentials and evidences of growth and improvement. The evidence shall be available for study whenever a person is considered for probationary standing, promotion, or dismissal.

3. The final decision regarding probationary status of any certificated employee shall be made by the Superintendent with the concurrence of the Board of Education and upon recommendation of those in a supervisory capacity who are in a position to observe her work. Such decision will be made only after the teacher has been given a minimum of 60 days' previous notice that her rating has been unsatisfactory.

ABSENCE FOR ILLNESS AND OTHER CAUSES

Section 11

(a) All certificated employees included in this schedule shall be allowed 10 days' absence per school year for personal illness without loss of salary; legal holidays shall not be counted as days absent. Said 10 days' allowance for beginning teachers and for teachers without an allowance credit shall accrue at the rate of one day per month. A refund will be granted for any salary deductions made pending said accruements.

(b) If a teacher does not use all the 10 days' allotment in one school year, this credit shall continue to accumulate to a maximum of 30 days, which shall be the maximum credit allowable. This accumulated sick allowance shall remain to the credit of the employee until consumed, after which the sick allowance shall again accumulate to the credit of the certificated employee. After three continuous days of absence for sickness a doctor's certificate must be presented.

(c) Any certificated employee not able to report for duty because of personal illness at the opening of the school term shall be entitled to all accrued sick benefits herein provided. He shall be required to present a doctor's statement certifying to illness as the cause of absence. If absence due to illness extends over a 30-day period, the employee shall apply to the Board of Education for a leave of absence.

(d) Certificated employees included in this schedule who may be quarantined by the Health Officer because...
of contagious disease resulting from contact at school shall receive payment for all time lost through such unavoidable cause. Time lost because of illness from such contacts, however, shall be deductible, according to the provisions in Section 11, paragraphs (a) and (b).

e) Any certificated employee shall be allowed 5 days' absence for death in the immediate family (wife, child, father, mother, brother, sister, grandmother, grandfather, husband). At the discretion of the Superintendent, exception may be made for other relatives or for close friends. An absence under this provision is not to be subtracted from the total absences allowed under Section 11 (a).

**LEAVE OF ABSENCE**

**Section 12**

A leave of absence for not more than one year at a time shall be granted without pay for the purpose of needed rest, or because of prolonged illness. All leaves of absence shall be granted only with the approval of the Superintendent and the Board of Education. Salary increments for experience will not be granted for time spent on leave of absence.

**SABBATICAL LEAVE**

**Section 13**

(a) A sabbatical leave of one year for the purpose of advanced work or for travel shall be granted to any certificated employee at his request after seven or more consecutive years of service in School District 99, subject to the provision of Section 13, paragraphs (b) and (c) following:

(b) The number of sabbatical leaves granted in the district shall not exceed four in number in one year, and shall be divided as follows: three in the teaching staff, and one in the principals' or the supervisory staff.

(c) If more than four requests for sabbatical leaves in one year are received, selection shall be made on the basis of seniority, unless all applicants have an equal term of service, in which case the selection shall be made by the evaluating committee on the basis of benefits to the school system. All requests should reach the evaluating committee before the 40th week of the school term.

(d) Salary paid to the certificated employee on a sabbatical leave shall be the regular salary less $7 per day.

(e) The salary shall be paid to the certificated employee in the same manner and at the same time the regular salaries are paid.

(f) The time of such leave shall be counted as regular service and the pension deduction of 4% of the paid salary required by the State shall be made.

(g) The salary to be paid the certificated employee when he returns from the sabbatical leave, shall be that to which he would have been entitled on the schedule of Section 6 had he been in the system.

(h) Applications for sabbatical leave, setting forth reasons therefor, shall be made to the Superintendent in writing before the 40th week of the school term of any year.

(i) All sabbatical leaves must be approved or disapproved by the Superintendent and the Board of Education by the first day of August next following date of application and the certificated employee so notified.

(j) Section 13 of the agreement shall not be operative during any period of emergency declared by the Board by a resolution duly adopted at a meeting of the Board.

**LEAVE FOR MILITARY SERVICE DURING THE PRESENT WAR**

**Section 14**

Teachers of the Cicero Grade School System—male and female—who have entered the military or naval services, either as conscripts or as volunteers, shall for a period of one school year from date of induction be compensated in the same manner as provided for sabbatical leaves in Section 13 above.

Upon honorable discharge from said services, any veteran, if qualified, and if he or she makes application for reemployment within 40 days after release from service shall be reinstated to his or her former position or to a position of like seniority and status and at the same place on the salary schedule as though he or she had had continued uninterrupted service in District 99.

**EVALUATING COMMITTEE**

**Section 15**

(a) The purpose of this committee shall be to evalu-
ate and approve all academic training to be applied toward salary increments provided for in Section 6 above.

(b) The evaluating committee shall be composed of the Superintendent of Schools or the Assistant Superintendent; the primary supervisor, one principal, and three teachers. The Superintendent shall appoint the principal, and the Executive Board of the Cicero Chapter of Local 571 shall appoint the three teachers. All members of this committee shall have at least a bachelor's degree.

(c) A teacher whose credits are being evaluated shall be present as a non-voting member of this committee.

(d) The term of service of the personnel of the evaluating committee with the exception of the Superintendent or Assistant Superintendent, and the Primary Supervisor, shall be for one year dating from the first day of September following the effective date of this agreement to the first day of September of the year next following.

(e) This committee shall hold four quarterly meetings as follows: in the second, thirteenth, and twenty-seventh weeks of the school term, and the last meeting to be held not later than the fortieth week of said school term.

(f) This committee shall be organized and meet regularly because of the provisions in Section 7, paragraphs (d) and (e), and Section 13 (c) above, and shall post a schedule of each meeting not later than 7 days prior to said meeting.

REGULATIONS PERTAINING TO CREDITS

Section 16

(a) New teachers are required to present an official transcript of their academic standing so that their place on the salary schedule may be determined.

(b) All credits to be applied toward salary increments must be earned at accredited institutions.

(c) Notice of intention to acquire higher academic credit, or degree, during the summer school term must be presented to the Superintendent not later than the fortieth week of the school term if such credit or degree entitles the employee to advance on the salary schedule, Section 6 above, at the beginning of the following school term.

(d) Verifications of credits earned during the summer must be reported to the Superintendent by the second week of the school year.

(e) All courses to be taken for credits that are to be applied toward salary increments in Classes III and IV shall be presented to the evaluating committee for approval before the courses are taken, subject to provisions of the following paragraph.

(f) Certificated employees working for degrees who must meet specific sequence requirements shall be allowed credit although these particular courses may have no direct relationship to the present responsibilities of the teacher.

(g) No certificated employee who is regularly employed in School District 99 shall be allowed promotional credit for more than 10 semester hours of work during any one school year. This work may be taken in universities and colleges in the Chicago area or by correspondence.

SECTION 17

SPECIAL ALLOWANCES FOR EXTRA DUTIES

(a) Duties assigned by the Board of Education and the Superintendent in addition to the regular teaching load shall be enumerated and a schedule shall be drawn up listing these duties with a uniform scale of pay for these services. A copy of this schedule shall be sent to all certificated employees of the Board of Education. Qualifications for these duties shall be stipulated in said schedule and all qualified certificated employees shall be free to apply for these duties within a reasonable period of time.

This schedule shall include:

1. All special duties now in existence such as band director, special coaching, cafeteria director, child care program.

2. Special summer employment in child centers or in regular summer school.

3. All other special duties required in the future should be added to this list by the Board of Education.

(b) For employees (with or without private cars) teaching in more than one building, a uniform allowance for expenses entailed shall be granted.

TEACHER'S CONTRACT

Section 18

The following memorandum is recommended as the accepted agreement between the Board of Education of District 99 and its employees of the educational staff:

It is hereby agreed by and between the Board of Education of District No. 99, Cook County, State of Illinois, and .............., a legally qualified teacher, that the said .............., shall teach for ................... months in the said school district for the school term beginning September ................... , 194..., and ending June ................... , 194..., for the annual school year salary of ................... payable in equal installments at the end of each school month or twenty days.

It is further agreed that this arrangement is subject to the School Laws of Illinois and the rules and regulations of said Board in force and effect at the date hereof and the terms of a Master agreement entered into between the Board of Education, School District No. 99, and Cicero Chapter of Local No. 571 A.F.T. dated ................... day of ................... , 194... .

Pursuant to an aye and nay vote taken and recorded at a lawful meeting of the said Board of Education held at .............., Illinois on the .............. day of ................... , 194..., and by order of said Board of Education this contract is executed in duplicate this .............. day of ................... , 194...

Teacher

President, Board of Education

Secretary

THE AMERICAN TEACHER
SURVEY OF REEMPLOYMENT

Section 19
The following short form shall be used to ascertain the number of teachers who wish to be reemployed:

Date
Notice of Reemployment
of
for the position of instructor

Will you remain in the system? ....................
Will you leave the system? ..............................

The tenure law provides . . . "that any employee who shall have been informed of his reelection by written notice . . . by the board of directors under the provisions of the Tenure Act shall within thirty days thereafter present to said board in writing his acceptance of said position; and that failure on the part of any employee to notify said board of his acceptance of reemployment shall be regarded as conclusive evidence of his non-acceptance of the position."

Date of Master Agreement .......................................
Date ...........................................

The above Survey for Reemployment being subject to the general terms of a Master agreement entered into between the Board of Education, District 99 and Cicero Chapter of West Suburban Teachers' Union Local 571, A. F. of T., dated ........day of ............... 194...

Supt. of Schools
Name of Teacher
School

TRANSFER OF TEACHER: ASSIGNMENTS AND PROGRAMS

Section 20
(a) The courtesy of a conference shall be extended to a teacher whose transfer is contemplated. The teacher may request the presence of the principal under whom she has served at the conference if she so desires.

(b) Whenever a change of assignment is contemplated, to be effective as of the beginning of the school semester, the teacher or teachers concerned shall be notified at least two weeks prior to the closing of the previous semester when possible.

PROGRAMS

Section 21
A working draft of the building programs of the departmental division shall be complete not later than one week before the close of the semester.

PERSONAL RELATIONS AND ADJUSTMENT COMMITTEE

Section 22
(a) All matters of adjustment that are not settled by either the principal or the superintendent shall be referred to a standing committee composed of the advisory committee of Local 571, A. F. of T., and the school board as a whole or any committee it may appoint.

(b) If a Union member has a grievance, the advisory committee of Local 571 will first see the Principal of the Union member's school and if no satisfactory agreement is reached, then the matter shall be referred to the Superintendent of School District 99, and if satisfaction is not obtained, the matter shall be referred to the standing committee, who shall act in settlement of all disputes for adjustment or decision in all matters involving an interpretation or application of this agreement relative to which a dispute has arisen.

VACANCIES

Section 23
The Union shall be notified by the Superintendent of all positions of advancement occurring during the year so that all qualified persons may submit applications therefor.

SENIORITY

Section 24
(a) All certificated employees shall be given consideration in transfer, promotion, or the special allowances for extra duties, as provided in Section 17 (a), according to the years in service in School District 99, and an objective analysis of their qualifications.

(b) Any certificated employee who reaches retirement age during the school year and is reappointed by the Board of Education, School District 99, on a year to year basis shall receive the salary he would have received had he not yet attained retirement age.

SUBSTITUTE ASSIGNED TO FULL-TIME POSITION

Section 25
Any person employed as a substitute when assigned full time to an unfilled position, shall, if qualified, be considered a probationary teacher, and not a substitute, from date of said assignment.

INVALIDATION

Section 26
In the event that present or subsequent legislation shall exist that invalidates any section or part of a section in this agreement, such invalidation shall not render invalid any other section or part thereof in this agreement.

RIGHT OF REVISION AND RENEWAL

Section 27
This agreement shall be binding upon the Signatories hereto and shall be in effect for a period of one year from the signing hereof. For purposes of review, examination, revision and renewal, each party hereto reserves the privilege of exercising the right of revision, by giving the other party written notice of the desire to meet for such review, examination, revision, and renewal, as may be mutually agreed on, at least ten days prior to said meeting.

NOVEMBER. 1944 11