

**NORTH WAMAC SCHOOL DISTRICT #186  
TEACHER'S ASSOCIATION CONTRACT**

**ARTICLE I**

**RECOGNITION**

- A. The Board of Education of School District #186, Clinton County, Illinois, hereinafter referred to as the "Board" recognizes the North Wamac Education Association, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all regularly employed teaching personnel.

**ARTICLE II**

**EMPLOYEE ASSOCIATION AND BOARD RIGHTS AND RESPONSIBILITIES**

- A. Both parties agree to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals and to see tentative agreement. Tentative agreements shall be reduced to writing and initialed to the Association for ratification and subsequently to the Board for adoption.
- B. The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee executed authorization for the continuing dues deduction, the amount of which shall annually be certified by the Association. The authorization shall remain in effect from year to year, except that the employee may revoke it between September 1st. and September 15th of any year. Severance of employment automatically terminates dues deduction arrangements.

The Association agrees to indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this article in reliance of any assignment furnished under the provision of this article.

- C. The Association shall not be denied the following provided it does not interrupt any curricular and/or extra-curricular activities of the District:
1. The use of the school building for meetings.
  2. The use of employee mailboxes, inter-school mail, and faculty bulletin boards for the purpose of internal communication.
  3. The use of school business equipment, e.g., "typewriters and duplication machines" at the per cost charge.
- D. Teachers assigned to sell tickets at basketball games will be paid at the rate of \$23.69 per night. Teachers assigned to detention duty will be paid at the rate of \$15.97 per night. Ticket Taking and After-School Detention will be assigned in a rotation among teachers starting with senior members first. After school tutoring will be paid \$15.97 per hour.
- E. The Association agrees that matters relating to Supervisor/Teacher or Board/Teacher relationships shall not be discussed in the presence of Students.

- F. The Association will be placed on the Board agenda.
- G. Teachers shall be given a copy of any material that is to be placed in the personnel file. Teachers shall have the right to access their files in the presence of an administrator, provided all the teacher's other classes and assignments have been met that day.
- H. The Administration will hold a teachers meeting or meetings each month to facilitate communications.
- I. This Agreement may become null and void at any time by mutual agreement of both parties.
- J. The Board will pay the teachers' share toward retirement to the Illinois Teachers' Retirement System.
- K. Personal leave of three (3) days each year for all full time personnel (part-time personnel will be prorated to their percent of full time) during the duration of the current contract (2015-2016 & 2016-2017) which is not accumulative, shall be granted to each full time employee who is employed at the beginning of the school year. A twenty-four (24) hour notice will be required from all personnel when the employee asks for a day of personal leave, and no personal leave may be used on a Friday or Monday immediately before or after a vacation period or holiday or when the number of personal leave requests for a particular day or days would interrupt the curricular and extra curricular activities of the district. Any allowable exception to the above stated requirements left to discretion of the Superintendent. Personnel will be reimbursed for unused personal leave days, or they may transfer them into sick days. If they choose to be reimbursed for their personal days they will be reimbursed at the rate of substitute pay (\$70.00 per day) for the current school year.
- L. In the event personal leave days are exhausted, at the discretion of the Superintendent, an employee may have time off by reimbursing the school for the cost of hiring a substitute during the current school year.
- M. Full time teachers will have 12 sick days. Part time teachers will be prorated to their percent of full time. Teachers may accumulate up to 300 sick days.
- N. Teaching summer school shall be voluntary. Seniority in the District shall determine placement if more than one teacher volunteers for the assignment. Teachers shall be compensated at the rate of \$15.97 per hour.
- O. Teachers' workday shall be from 20 minutes before the beginning of the student day until 15 minutes after the student day.
- P. Teachers shall be notified of their teaching assignments for the next school year no later than August 1st. Assignments shall not be changed except in the case of emergency, as determined by the Superintendent.
- Q. School will be dismissed early on the last school day before the Christmas Break, Thanksgiving Break and Easter Break.
- R. Severance pay accumulation ceased effective at the end of the 2003-2004 school year. Any severance pay accumulated up to that point will be recorded in the employee's personnel file. The employee will only be paid the accumulated amount if the employee retires from the North

Wamac School District or if the employee is rified. Full and complete payment is to be made within 30 days of the retirement date or reduction in force date or can be paid over the last 4 years prior to retirement in order to limit TRS salary increases to a maximum of 6%.

S. TRS Creditable Compensation Contingency

The purpose of this section entitled "TRS Creditable Compensation Contingency" is to avoid in all circumstances any payment by the District of a board-paid penalty or fee to TRS or board liability to fund any portion of a teacher's TRS annuity due to increase in compensation from one year to the next.

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 here. No teacher's TRS creditable earnings from employment in this school district, including but no limited to:

- Vertical and horizontal salary schedule movement
- Stipends
- Salary increases
- Retirement incentives
- Extra-duties or
- Changes in position
- Section 125 plan or flex plan benefits or contributions

Shall increase from one school year to the next by more than 6%, or be otherwise increased so as to create liability on the part of the district for any portion of a teacher's retirement annuity, or result in any district-paid penalty or fee to TRS. If the threshold amount which triggers any obligation for the district to pay additional amounts to cover all or pat of a teacher's retirement annuity or cover any 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 district-paid penalty or fee.

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.

### ARTICLE III

#### EMPLOYMENT CONDITIONS

- A. The Board shall set up a school calendar in accordance with requirements by the State. This calendar will be prepared in cooperation with other Boards in the County. Input from the Association shall be considered but will not be binding when this calendar is being formed. If emergency work days are a part of the calendar, and these days are not used for emergency purposes, they will not be designated by the Board as work days.
- B. The Board agrees to pay one hundred percent (100%) of each teacher's individual hospitalization insurance plan cost not to exceed \$5,000.00. The additional cost for the family plan may be paid for the member's family by payroll deduction. If a teacher elects not to participate in the school

district insurance plan, then 50% of the benefit (\$5,000.00) will be offered as a stipend to the teacher in lieu of the insurance benefit.

- C. Salary for all certified employees for the 2015-2016 and 2016-2017 school years shall be as follows on the attached salary schedule.
  - 1. The Board reserves the right to re-negotiate the salary schedule should Hold Harmless Monies not be funded at 100%. The Superintendent will notify the teachers' union as soon as any information becomes available on Hold Harmless Monies.
  - 2. In the event that a member of the bargaining unit cannot be found to fill one of the extra curricular positions as set forth on Appendix C, the Board may fill the position with someone outside of the bargaining unit at a rate of pay to be negotiated with that party.
- D. The Board of Education will make a decision based on whom they feel will be the best qualified to fill the positions listed on the extra duty list if the position(s) are made available for the upcoming school year (i.e., Scholar Bowl, Student Council).
- E. The Board agrees to pay each teacher a stipend not to exceed \$500.00 per year for reimbursement of classes taken to further their education. However, the Board stipulates that classes must be taken in an approved program leading to a Reading Endorsement, Middle School Endorsement, or some type of Technology Course that will lead to better instruction. The Superintendent must approve all classes for reimbursement.

#### **ARTICLE IV**

##### **REDUCTION IN TEACHERS**

- A. Whenever it is deemed necessary by the Board to reduce personnel, the Board shall first remove or dismiss all probationary certificated teachers before dismissing tenured teachers who are legally qualified to hold a position currently held by probationary teachers.

When all probationary teachers have been removed or dismissed as stated above, the Board shall remove tenured teachers on the basis of District seniority. In those instances when two or more tenured teachers are legally qualified to hold a position, the Board shall remove those tenured teachers with the least district seniority.

#### **ARTICLE V**

##### **GRIEVANCE PROCEDURE**

###### Definitions

- A. Grievance shall be:
  - a. Any claim by the Association, a teacher, or group of teachers that there has been an alleged violation, misrepresentation, or misapplication of any of the specific provisions of this Agreement.

- b. All time limits consist of school days except when a grievance is submitted fewer than (10) days before the close of the current school term then time limits shall consist of all week days. Time lines may be extended by mutual written consent.

B. Procedures

The parties acknowledge that a teacher and an Administrator may resolve problems through free and informal communications. The informal disposition of problems in no way prohibits the Association from filing a grievance nor does it establish a precedent. However, a grievance shall be processed as follows:

- Step I. The grievant shall present the grievance in writing, signed, dated and specifying the remedy sought to the immediately involved administrator within ten (10) days of the occurrence, or date the grievant had knowledge of the occurrence, whichever is later, stating the Article and Section of the Agreement alleged to have been violated. The administrator will arrange for a meeting to take place within ten (10) days of receipt to the grievance. The Association's representative, the grievant, and the immediately involved administrator shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Administrator's written response, including the reasons for the decision.
- Step II. If the grievance is not resolved at Step I, then the Association shall refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange with the Association's representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.
- Step III. If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to binding arbitration with the American Arbitration Association, which shall act as the Administrator of the proceedings. If a demand for arbitration is not filed with the Board within thirty (30) days of the date of the Step II answer, then the grievance shall be deemed withdrawn.
  - a. Neither the Board nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
  - b. The arbitrator shall have no power to alter the terms of this agreement.
  - c. Each party shall bear the full costs for its representation in the grievance procedure.
  - d. The fees and the expenses of the arbitrator shall be shared equally by the parties.
  - e. If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter. If both parties request a court reporter, they shall share the costs.
  - f. If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

- Step IV. The arbitrator's decision within thirty (30) days of the date of his written decision with the findings of fact and conclusions of law may be appealed to the Circuit Court of Clinton County.
- C. By mutual agreement, any step of the grievance procedures may be bypassed.
- D. Class grievance involving one or more teachers or one or more supervisors, and grievance involving an administrator above the building level may be initially filed by the Association at Step II.
- E. A grievance may be withdrawn at any level without establishing precedent.
- F. No reprisals shall be taken against any teacher because of the teacher's participation in a grievance.
- G. By mutual agreement, a grievance may be settled at any step without establishing precedent.

## ARTICLE VI

### EFFECT OF AGREEMENT

A. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. It is understood that all rights, powers and authority of the Board or its Administrative Staff not specifically limited by the language of the Agreement are retained by the Board. The Board, however, shall not take any action which shall violate any of the specific provisions of this Agreement.

B. Recognition of this Agreement

This Agreement supersedes and nullifies all previous written and verbal negotiation agreements between the Board and the Association.

C. Separability

Should any article, section, or clause of this Agreement be declared by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in effect. Any modification or change in this Agreement shall be mutually agreed to in writing.

D. No Strike

During the term of this agreement, no member of the Association shall participate in any refusal to work, mass resignation, work slow down or strike. Any member violation of this provision may be subject to discharge from employment by the Board.

E. Duration

This Agreement shall become effective on August 1, 2015 and shall continue in effect until July 31, 2017. **All certified employees will receive their step on the salary schedule for 2015-2016, and their step on the salary schedule, plus a 1.5% salary increase on the salary schedule for 2016-2017.** When either party executes written notification to the other party prior to April 1st of the year the contract terminates and it wishes to renegotiate the Agreement, the Board shall meet with the Association no later than May 31st to receive the Association's proposal and negotiations shall continue in an effort to reach an agreement.

**This contract is identical to the 2012-2015 contract with the following exceptions:**

Article VI Section E

Appendix A

Appendix B

Appendix C

This Agreement is signed the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

In witness thereof:

For the North Wamac  
Education Association

For the Board of Education  
North Wamac School Dist. #186

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
SECRETARY

## Appendix A

### North Wamac Grade School Salary Schedule 2015-2016

Exp.	BS	BS+8	BS+16	BS+24	MS	MS+8
1	30980	31544	32145	32746	33347	33954
2	31538	32108	32737	33350	33957	34574
3	32095	32672	33328	33954	34564	35193
4	32653	33235	33920	34558	35172	35813
5	33211	33799	34512	35162	35779	36371
6	33768	34363	35103	35766	36383	37052
7	34326	34927	35695	36371	36990	37672
8	34883	35491	36287	36975	37597	38291
9	35441	36055	36879	37579	38205	38911
10	35999	36618	37470	38183	38812	39530
11	36556	37182	38062	38787	39419	40150
12	37114	37746	38654	39391	40026	40770
13	37672	38310	39245	39995	40633	41389
14	38229	38874	39837	40599	41241	42009
15	38787	39438	40429	41203	41848	42628
16	39345	40001	41021	41808	42455	43248
17	39902	40565	41612	42412	43062	43868
18	40460	41129	42204	43016	43669	44487
19	41018	41693	42796	43620	44277	45107
20	41575	42257	43387	44224	44887	45726
21	42133	42821	43979	44828	45497	46346
22	42690	43384	44571	45432	46108	46966
23	43248	43948	45163	46036	46718	47585
24	43806	44512	45754	46640	47328	48205



25	44363	45076	46346	47245	47938	48824
26	44921	45640	46938	47849	48549	49444
27	45479	46204	47530	48453	49156	50064
28	46036	46767	48121	49057	49763	50683
29	46594	47331	48713	49661	50370	51303
30	47152	47895	49305	50265	50978	51922
31	47709	48459	49896	50869	51585	52542
32	48267	49023	50488	51473	52192	53162

Appendix B

North Wamac Grade School  
Salary Schedule 2016-2017

Exp.	BS	BS+8	BS+16	BS+24	MS	MS+8
1	31445	32017	32627	33237	33847	34464
2	32011	32590	33228	33851	34467	35093
3	32577	33162	33829	34464	35083	35722
4	33143	33734	34429	35077	35700	36350
5	33709	34306	35030	35690	36316	36916
6	34275	34879	35630	36303	36929	37608
7	34841	35451	36231	36916	37545	38237
8	35407	36023	36832	37530	38162	38866
9	35973	36596	37432	38143	38778	39495
10	36539	37168	38033	38756	39394	40124
11	37105	37740	38633	39369	40011	40753
12	37671	38313	39234	39982	40627	41382
13	38237	38885	39835	40595	41243	42011
14	38803	39457	40435	41209	41860	42639
15	39369	40029	41036	41822	42476	43268
16	39935	40602	41636	42435	43092	43897
17	40501	41174	42237	43048	43709	44526
18	41067	41746	42838	43661	44325	45155
19	41633	42319	43438	44275	44941	45784
20	42199	42891	44039	44888	45561	46413
21	42765	43463	44639	45501	46180	47042
22	43331	44036	45240	46114	46800	47671
23	43897	44608	45841	46727	47419	48300
24	44463	45180	46441	47340	48039	48928

25	45029	45752	47042	47954	48658	49557
26	45595	46325	47642	48567	49277	50186
27	46161	46897	48243	49180	49894	50815
28	46727	47469	48844	49793	50510	51444
29	47293	48042	49444	50406	51126	52073
30	47859	48615	50045	51020	51743	52702
31	48425	49186	50645	51633	52359	53331
32	48991	49759	51246	52246	52975	53960

Appendix C

**Extracurricular Duty Schedule**

<b><u>Job Title</u></b>	<b><u>Name</u></b>	<b><u>Stipend</u></b>
Volleyball	Dawn Jayne	1,030.00
Basketball Coach	Brian Deadmond	1,500.00
Cross Country	Byron Marcum	636.54
Track Coach	Byron Marcum	636.54
Athletic Director	Byron Marcum	2,333.98
Student Council	Tina Wilken/Dawn Jayne	515.00
Scholar Bowl	Shaina Squibb	515.00
Bus Driver	Byron Marcum	8,275.02
Treasurer	Tammy Miller	1,745.85
Referees	Various	55.00 (2 games)
Ticket Seller	Various	23.69
Head Teacher	Theresa Rudolph	1,000.00
Head Teacher	Byron Marcum	1,000.00
Detention Duty	Various	15.97
Event Coordinator	Theresa Rudolph	600.00

Event Coordinator	Shaina Squibb	600.00
Curriculum Coordinator	Amy Holtkamp	600.00
Curriculum Coordinator	Dawn Jayne	600.00
Yearbook Sponsor	Shaina Squibb	600.00
Technology Coordinator		11.91