

Collective Bargaining Agreement

Between

The Board of Education of North Wamac
School District #186

And

The North Wamac Education Association

2017-2018

2018-2019

2019-2020

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., computers, printers, copy 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 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 13 sick days. Part time teachers will be prorated to their percent of full time. Teachers may accumulate up to 360 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 RIF'ed. 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. Retirement Incentive

An employee tendering an irrevocable letter of resignation in conformance with the following conditions shall be eligible for a retirement incentive in up to each of his/her final two years of teaching.

To be eligible, the employee must:

1. Be at least sixty (60) years of age by the last day of service in the school: or
2. Be at least fifty-five (55) years of age with at least thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service in the school district: and
3. Submit an irrevocable letter of resignation on or before April 1st of the year the incentive is to commence.

If an employee gives the Board an irrevocable notice of retirement by April 1st two (2) years prior to the school year of retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining two (2) years of service.

If an employee gives the Board an irrevocable notice of retirement by April 1st one (1) year prior to the school year of retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for his/her remaining year of service.

If, after submitting an irrevocable notice of retirement by April 1st, the employee resigns from, or is dismissed from duties for which the employee was paid a stipend or additional compensation the previous year, the retirement incentive for that employee will be recalculated accordingly.

Once an employee submits an irrevocable notice of retirement by April 1st, that employee shall be removed from the salary schedule contained in this Agreement. All calculations for increased TRS creditable earnings will be based on the TRS creditable earnings in the year prior to the submission of the irrevocable notice of retirement. Once the employee submits an irrevocable notice of retirement an employee's creditable earnings shall be increased by six percent (6%) of the previous year, but in no case will the employee's TRS creditable earnings increase exceed six percent (6%) of the previous year.

Teachers qualifying for both R and S will be given the opportunity to choose one option.

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 2017-2018, 2018-2019, and 2019-2020 school years shall be as follows on the attached salary schedule.

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

Whenever it is deemed necessary by the Board to reduce personnel, the reductions shall be made pursuant to Section 24-12 of The School Code of Illinois.

- A. Distribution of Order of Honorable Dismissal List: The proposed Order of Honorable Dismissal List will be provided to the Association President no later seventy-five (75) calendar days prior to the last student attendance day, along with a notification to each Employee of the placement(s) for which they are qualified. The final list will be provided to the President no later than forty-five (45) days before the last student attendance day with a notice to any individual whose placement on the list has changed from the placement on the proposed list.

- B. Meeting with Affected Employees: The administration will meet with the employee or employees for whom a notice of honorable dismissal or reduction will be presented to the Board prior to the Board meeting at which it will be adopted to advise the employee of the proposed reduction or honorable dismissal. A representative of the Association will be allowed to attend such meetings.
- C. Recall notice and response shall be as set forth in Section 24-12 of The School Code.

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 slowdown 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, 2017 and shall continue in effect until July 31, 2020. All certified employees will receive their step on the salary schedule, plus a 2% salary increase on the salary schedule for 2017-2018, their step on the salary schedule, plus a 1.5% salary increase on the salary schedule for 2018-2019 and their step on the salary schedule, plus a 1.5% salary increase on the salary schedule for 2019-2020. 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 Agreement is signed the _____ day of _____ 2017.

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 2017-2018

Exp	BS	BS+8	BS+16	BS+24	MS	MS+8
1	32074	32657	33280	33902	34524	35153
2	32651	33242	33893	34528	35156	35795
3	33229	33825	34506	35153	35785	36436
4	33806	34409	35118	35779	36414	37077
5	34383	34992	35731	36404	37042	37654
6	34961	35577	36343	37029	37668	38360
7	35538	36160	36956	37654	38296	39002
8	36115	36743	37569	38281	38925	39643
9	36692	37328	38181	38906	39554	40285
10	37270	37911	38794	39531	40182	40926
11	37847	38495	39406	40156	40811	41568
12	38424	39079	40019	40782	41440	42210
13	39002	39663	40632	41407	42068	42851
14	39579	40246	41244	42033	42697	43492
15	40156	40830	41857	42658	43326	44133
16	40734	41414	42469	43284	43954	44775
17	41311	41997	43082	43909	44583	45417
18	41888	42581	43695	44534	45212	46058
19	42466	43165	44307	45161	45840	46700
20	43043	43749	44920	45786	46472	47341
21	43620	44332	45532	46411	47104	47983
22	44198	44917	46145	47036	47736	48624
23	44775	45500	46758	47662	48367	49266
24	45352	46084	47370	48287	49000	49907
25	45930	46667	47983	48913	49631	50548
26	46507	47252	48595	49538	50263	51190
27	47084	47835	49208	50164	50892	51831
28	47662	48418	49821	50789	51520	52473
29	48239	49003	50433	51414	52149	53114
30	48816	49587	51046	52040	52778	53756
31	49394	50170	51658	52666	53406	54398
32	49971	50754	52271	53291	54035	55039

Appendix B

North Wamac Grade School
Salary Schedule 2018-2019

Exp	BS	BS+8	BS+16	BS+24	MS	MS+8
1	32555	33147	33779	34411	35042	35680
2	33141	33741	34401	35046	35683	36332
3	33727	34332	35024	35680	36322	36983
4	34313	34925	35645	36316	36960	37633
5	34899	35517	36267	36950	37598	38219
6	35485	36111	36888	37584	38233	38935
7	36071	36702	37510	38219	38870	39587
8	36657	37294	38133	38855	39509	40238
9	37242	37888	38754	39490	40147	40889
10	37829	38480	39376	40124	40785	41540
11	38415	39072	39997	40758	41423	42192
12	39000	39665	40619	41394	42062	42843
13	39587	40258	41241	42028	42699	43494
14	40173	40850	41863	42663	43337	44144
15	40758	41442	42485	43298	43976	44795
16	41345	42035	43106	43933	44613	45447
17	41931	42627	43728	44568	45252	46098
18	42516	43220	44350	45202	45890	46749
19	43103	43812	44972	45838	46528	47401
20	43689	44405	45594	46473	47169	48051
21	44274	44997	46215	47107	47811	48703
22	44861	45591	46837	47742	48452	49353
23	45447	46183	47459	48377	49093	50005
24	46032	46775	48081	49011	49735	50656
25	46619	47367	48703	49647	50375	51306
26	47205	47961	49324	50281	51017	51958
27	47790	48553	49946	50916	51655	52608
28	48377	49144	50568	51551	52293	53260
29	48963	49738	51189	52185	52931	53911
30	49548	50331	51812	52821	53570	54562
31	50135	50923	52433	53456	54207	55214
32	50721	51515	53055	54090	54846	55865

Appendix C

North Wamac Grade School Salary Schedule 2019-2020

Exp	BS	BS+8	BS+16	BS+24	MS	MS+8
1	33043	33644	34286	34927	35568	36215
2	33638	34247	34917	35572	36218	36877
3	34233	34847	35549	36215	36867	37538
4	34828	35449	36180	36861	37514	38197
5	35422	36050	36811	37504	38162	38792
6	36017	36653	37441	38148	38806	39519
7	36612	37253	38073	38792	39453	40181
8	37207	37853	38705	39438	40102	40842
9	37801	38456	39335	40082	40749	41502
10	38396	39057	39967	40726	41397	42163
11	38991	39658	40597	41369	42044	42825
12	39585	40260	41228	42015	42693	43486
13	40181	40862	41860	42658	43339	44146
14	40776	41463	42491	43303	43987	44806
15	41369	42064	43122	43947	44636	45467
16	41965	42666	43753	44592	45282	46129
17	42560	43266	44384	45237	45931	46789
18	43154	43868	45015	45880	46578	47450
19	43750	44469	45647	46526	47226	48112
20	44344	45071	46278	47170	47877	48772
21	44938	45672	46908	47814	48528	49434
22	45534	46275	47540	48458	49179	50093
23	46129	46876	48171	49103	49829	50755
24	46722	47477	48802	49746	50481	51416
25	47318	48078	49434	50392	51131	52076
26	47913	48680	50064	51035	51782	52737
27	48507	49281	50695	51680	52430	53397
28	49103	49881	51327	52324	53077	54059
29	49697	50484	51957	52968	53725	54720
30	50291	51086	52589	53613	54374	55380
31	50887	51687	53219	54258	55020	56042
32	51482	52288	53851	54901	55669	56703

Appendix D

Extra-curricular Duty Schedule

<u>Job Title</u>	<u>Stipend</u>
Volleyball.....	1,030.00
Basketball Coach	1,500.00
Cross Country.....	636.54
Track Coach.....	636.54
Athletic Director	2,333.98
Student Council.....	515.00
Scholar Bowl	515.00
Bus Driver.....	8,275.02
Treasurer.....	1,745.85
Referees	55.00 (2 games)
Ticket Seller	23.69
Head Teacher	1,000.00
Head Teacher	1,000.00
Detention Duty	15.97
Event Coordinator	600.00
Event Coordinator	600.00
Curriculum Coordinator.....	600.00
Curriculum Coordinator.....	600.00
Yearbook Sponsor	600.00
Technology Coordinator	11.91