

Collective Bargaining Agreement

Between

The Board of Education of North Wamac
School District #186

And

The North Wamac Education Association

2020-2021

2021-2022

2022-2023

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 2020-2021, 2021-2022 and 2022-2023 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 D, 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, 2020 and shall continue in effect until July 31, 2023. All certified employees will receive their step on the salary schedule, plus a 2% salary increase on the salary schedule for 2020-2021, their step on the salary schedule, plus a 2% salary increase on the salary schedule for 2021-2022 and their step on the salary schedule, plus a 2% salary increase on the salary schedule for 2022-2023. 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 _____ 2020.

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 2020-2021

Exp.	BS	BS+8	BS+16	BS+24	MS	MS+8
1	33704	34317	34972	35626	36279	36939
2	34311	34932	35616	36284	36942	37614
3	34918	35547	36260	36942	37605	38289
4	35525	36162	36904	37600	38268	38964
5	36132	36777	37548	38258	38931	39639
6	36739	37392	38192	38916	39594	40314
7	37346	38007	38836	39574	40257	40989
8	37953	38622	39480	40232	40920	41664
9	38560	39237	40124	40890	51583	42339
10	39167	39852	40768	41548	42246	43014
11	39774	40467	41412	42206	42909	43689
12	40381	41082	42056	42864	43572	44364
13	40988	41697	42700	43522	44235	45039
14	41595	42312	43344	44180	44898	45714
15	42202	42927	43988	44838	45561	46389
16	42809	43542	44632	45496	46224	47064
17	43416	44157	45276	46154	46887	47739
18	44023	44772	45920	46812	47550	48414
19	44630	45387	46564	47470	48213	49089
20	45237	46002	47208	48128	48876	49764
21	45844	46617	47852	48786	49539	50439
22	46451	47232	48496	49444	50202	51114
23	47058	47847	49140	50102	50865	51789
24	47665	48462	49784	50760	51528	52464
25	48272	49077	50428	51418	52191	53139
26	48879	49692	51072	52076	52854	53814
27	49486	50307	51716	52734	53517	54489
28	50093	50912	52360	53392	54180	55164
29	50700	51527	53004	54050	54843	55839
30	51307	52142	53648	54708	55506	56514
31	51914	52757	54292	56024	56169	57189
32	52521	53372	54936	56682	56832	57864

Appendix B

North Wamac Grade School
Salary Schedule 2021-2022

Exp.	BS	BS+8	BS+16	BS+24	MS	MS+8
1	34378	35003	35671	36339	37005	37678
2	34997	35630	36328	37010	37681	38367
3	35616	36257	36985	37681	38357	39056
4	36235	36884	37642	38352	39033	39745
5	36854	37511	38299	39023	39709	40434
6	37473	38138	38956	39694	40385	41123
7	38092	38765	39613	40365	41061	41812
8	38711	39392	40270	41036	41737	42501
9	39330	40019	40927	41707	42413	43190
10	39949	40646	41584	42378	43089	43879
11	40568	41273	42241	43049	43765	44568
12	41187	41900	42898	43720	44441	45257
13	41806	42527	43555	44391	45117	45946
14	42425	43154	44212	45062	45793	46635
15	43044	43781	44869	45733	46469	47324
16	43663	44408	45526	46404	47145	48013
17	44282	45035	46183	47075	47821	48702
18	44901	45662	46840	47746	48497	49391
19	45520	46289	47497	48417	49173	50080
20	46139	46916	48154	49088	49849	50769
21	46758	47543	48811	49759	50525	51458
22	47377	48170	49468	50430	51201	52147
23	47996	48797	50125	51101	51877	52836
24	48615	49424	50782	51772	52553	53525
25	49234	50051	51439	52443	53229	54214
26	49853	50678	52096	53114	53905	54903
27	50472	51305	52753	53785	54581	55592
28	51091	51932	53410	54456	55257	56281
29	51710	52559	54067	55127	55933	56970
30	52329	53186	54724	55798	56609	57659
31	52948	53813	55381	56469	57285	58348
32	53567	54440	56038	57140	57961	59037

Appendix C

North Wamac Grade School Salary Schedule 2022-2023

Exp	BS	BS+8	BS+16	BS+24	MS	MS+8
1	35066	35703	36384	37066	37745	38432
2	35697	36343	37054	37750	38435	39135
3	36328	36983	37724	38434	39125	39838
4	36959	37623	38394	39118	39815	40541
5	37590	38263	39064	39802	40505	41244
6	38221	38903	39734	40486	41195	41947
7	38852	39543	40404	41170	41885	42650
8	39483	40183	41074	41854	42575	43353
9	40114	40823	41744	42538	43265	44056
10	40745	41463	42414	43222	43955	44759
11	41376	42103	43084	43906	44645	45462
12	42007	42743	43754	44590	45335	46165
13	42638	43383	44424	45274	46025	46868
14	43269	44023	45094	45958	46715	47571
15	43900	44663	45764	46642	47405	48274
16	44531	45303	46434	47326	48095	48977
17	45162	45943	47104	48010	48785	49680
18	46424	47223	47774	48694	49475	50383
19	47055	47863	48444	49378	50165	51086
20	47686	48503	49114	50062	50855	51789
21	48317	49143	49784	50746	51545	52492
22	48948	49783	50454	51430	52235	53195
23	49579	50423	51124	52114	52925	53898
24	50210	51063	51794	52798	53615	54601
25	50841	51703	52464	53482	54305	55304
26	51472	52343	53134	54166	54995	56007
27	52103	52983	53804	54850	55685	56710
28	52734	53623	54474	55534	56375	57413
29	53365	54263	55144	56218	57065	58116
30	53996	54903	55814	56902	57755	58819
31	54627	55543	56484	57586	58445	59522
32	55258	56183	57154	58270	59135	60225

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