

**AGREEMENT**

**Between the**

**BOARD OF EDUCATION**

**OF**

**UNION ELEMENTARY SCHOOL DISTRICT NO. 81**

**and the**

**UNION COUNCIL  
AFT – LOCAL 604  
IFT/AFT, AFL-CIO**

**2018 – 2019**

**2019 -- 2020**

**2020 – 2021**

**2021 – 2022**



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## **ARTICLE 1 – RECOGNITION AND REPRESENTATION**

### **1.1 Recognition**

The Board of Education of Union Elementary School District No. 81, Joliet, Illinois, hereinafter referred to as the “Board” recognizes the Union Council, AFT-Local 604, IFT/AFT, AFL-CIO, hereinafter referred to as the “Union,” as the sole and exclusive representative for all full-time classroom teachers with respect to wages, hours, and conditions as defined by the Illinois Educational Labor Relations Act. Excluded are the superintendent and/or principal, confidentials, and other employees excluded by the Act.

### **1.2 Conformity to Law**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE II – BOARD RIGHTS**

### **2.1 Board of Education Authority**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibility conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States, along with the decisional law by the courts, provided that such rights and responsibilities shall be exercised in conformity with the provisions of the Agreement and the rules and regulations of the Illinois Educational Labor Relations Act. All powers, rights, authority, and responsibilities conferred upon the Board in the above sentence, but not included in this Agreement, are reserved for the Board.

## **ARTICLE III – UNION RIGHTS AND TEACHER OBLIGATIONS**

### **3.1 Union – Superintendent Meetings**

The Superintendent shall meet with the President of the Union at a mutually agreed upon time after regular working hours for teachers to discuss matters relating to the implementation of this Agreement as well as matters of mutual concern. The Superintendent retains the prerogative to schedule a meeting during the school day with the President of the Union if there is an urgent need for the meeting.

### **3.2 Information to the Union**

Upon written request by the President of the Union, the Union shall be provided a copy of the annual audit, current fiscal year budget, and approved Board minutes and Treasurer’s Report. Additional information requested in writing will be considered in accordance with their availability, with the Superintendent’s Office not being required to conduct such research and/or assemble special reports. The Union shall pay any unusual cost to photocopy such additional information.

### **3.3 Union Meetings**

Upon reasonable advance notice (normally two work days), the Union may schedule a meeting after regular working hours for teachers if there is not a conflict as determined by the Superintendent. If the request entails any unusual expense to the School District, then the Union shall so be informed in advance.

### **3.4 Notices**

The Union shall be able to use teacher mailboxes and designated teacher lounge bulletin boards for Union matters. A courtesy copy of materials distributed shall be given to the Superintendent.

### **3.5 Dues Check Off**

Any teacher who is a member of the Union may sign and deliver to the Superintendent an approved form, as agreed upon by the parties, authorizing the deduction of Union dues. Such written authorizations shall be into the Superintendent's Office on or before September 15 each year or within thirty (30) days after a new teacher's first day of work.

### **3.6 Teacher Obligations**

This Agreement shall not interfere with a teacher's professional obligations in the education and guidance of children in the school district.

### **3.7 Printing of Agreement**

The cost of printing this Agreement shall be borne equally by the Board and the Union. The Agreement will be distributed to each employee, administrator, and Board member.

## **ARTICLE IV – NO STRIKES AND DISRUPTIONS**

### **4.1 General Teacher and Union Responsibilities**

During the term of this Agreement and any mutually agreed upon extension thereof, no teacher covered by this Agreement, nor the Union, nor any person acting on behalf of the Union shall engage in, authorize, or instigate a strike, withholding of services, or refusal to render full and complete service.

### **4.2 Union Responsibilities**

It is agreed that the Union will, within one (1) week of the date of the signing of this Agreement, serve upon the Superintendent a written notice which will list the Union's authorized officers.

### **4.3 Union Communications Responsibilities**

In the event of an unauthorized action by educational employees, who are members of the bargaining unit, in violation of Section 13 of the IELRA and/or Section 4.1 of the Agreement, the Union, within

twenty-four (24) hours of being informed of such action, will notify the Board in writing that said Union will make every reasonable effort to assure compliance with the IELRA and/or Section 4.1 of the Agreement.

## **ARTICLE V – WORKING CONDITIONS**

### **5.1 School Calendar**

On or before March 1 of each year, or when High School guidelines are received, the Union may submit to the Superintendent recommendations covering the school calendar for the next school year. All recommendations, including the Superintendent's recommendation, shall be submitted to the Board. The final decision as to the annual calendar shall remain a Board prerogative, with a calendar of 185 days (includes 5 emergency days, which will not be counted as work days if not used) unless legislation is enacted extending the school year.

The Superintendent shall post the tentative school calendar as early as possible prior to the first teacher work day of each school year.

### **5.2 Work Day**

The work day for teachers shall be up to a maximum of eight (8) hours in length. This time shall include a duty-free lunch period of no less than thirty (30) minutes. However, it is understood that teachers will be available for scheduled meetings with parents, staffings, curriculum coordination, open house(s), parent-teacher functions, graduation, and other activities as they relate to assigned duties that are necessary to meet the needs of the students beyond the scheduled work day.

In the event a teacher decides to leave the building during his/her duty-free lunch period, he/she shall sign out and in on a form in the Superintendent's Office.

Teachers shall be expected to be in their classrooms 10 minutes before the students enter the building and 15 minutes at the end of the day. Any teacher who arrives less than 10 minutes prior to the start of the student's arrival will be considered tardy. Each tardy will be documented in a dated letter and signed by the teacher and administrator within 24 hours. The teacher will receive a copy upon signing. The Board of Education may excuse tardies at their discretion.

An accumulation of a minimum of three tardies within a quarter will result in a deduction of pay equal to the hourly rate of the employee times the number of hours missed (1hour minimum).

### **5.3 Assignments**

A teacher may request, in writing, to be assigned or not be assigned to any position. Such requests shall be submitted to the Superintendent prior to June 1 of each year, which shall include the reason(s) for the request.

If known by the Superintendent by March 1<sup>st</sup> of each year, teachers will be notified, in writing, of their tentative assignments for the coming year. As changes are finalized during the summer and changes are made during the regular school year, teachers will be notified as promptly as circumstances permit in



order that the teacher may prepare for the new assignment. If the affected teacher requests a conference on a change in assignment or transfer, it will be scheduled as soon as practical. Final decisions covering all assignments shall remain with the Board unless limited by this Agreement. If a teacher is notified of a change in assignments after August 1 and prior to the beginning of school, the teacher may resign without penalty if he/she finds the change to be undesirable.

#### **5.4 Vacancies**

The Superintendent will inform teachers of vacancies as they occur. During summer vacation, any vacancy notices will be sent to teachers in their paycheck envelopes.

A declared vacancy occurs when open positions have been created by resignations, terminations, transfers, or the creation of new classifications by the Board only after decisions have been made on transfers and providing positions to teachers who have indicated they will be returning from Board approved leaves. If a vacancy occurs in a position for which a teacher has a request on file or a teacher informs the Superintendent that he/she declares an interest in a vacancy, he/she will be interviewed if the teacher is qualified for the position and the teacher is available for the interview on the date scheduled by the Superintendent.

#### **5.5 Lesson Plan Obligations**

Teachers shall leave lesson plans for the following week on their desk every Friday upon leaving school for possible review by the Superintendent. The weekly lesson plans shall be completed in a manner that is acceptable to the Superintendent.

#### **5.6 Personnel File**

- A. The official personnel file for each teacher shall be retained in the Superintendent's Office. Each teacher shall have the right of access to his/her file, with the exception that pre-employment confidential materials shall not be available for review, upon giving the Superintendent's Office reasonable advance notice. Upon reviewing the file, the Superintendent or his/her designee shall be present.
- B. A copy of any permanent material, except confidential material, such as evaluations by college/university and/or previous employers, shall not be placed in a teacher's personnel file without a copy also being provided to the teacher. The teacher has the right to respond to the material in writing, and his/her response will be attached to the file copy. The teacher must respond within ten (10) work days of receipt of the material.

#### **5.7 Parental Complaints**

Whenever the Superintendent becomes knowledgeable of a complaint about a teacher, he/she will encourage the parent/guardian to schedule a conference with the involved teacher in an attempt to resolve the problem. The Superintendent will notify the affected teacher of the situation and the need for the teacher to take the initiative to schedule a conference if he/she has not heard from the parent/guardian, with his/her office being informed on the final arrangements for the conference.

In the event the parent/guardian is not satisfied with the outcome of the conference, the Superintendent shall schedule a meeting with the parent/guardian and the affected teacher in an attempt to resolve the complaint. Upon examining the factors involved in the complaint and it remains unresolved, the Superintendent retains the prerogative to bring the matter before the Board. If the complaint is brought before the Board, the affected teacher retains the right to have a representative attend the meeting and participate in the discussion.

**5.8 Internal Substitution**

Should it be necessary for a teacher to teach during his/her scheduled preparation period, such teacher shall be compensated \$45.00 per period during the 2018-2019 through 2021-2022 school years.

**5.9 Seniority**

Among teachers in contractual continued service, length of service shall be computed from the date service began, excluding periods of time teachers are on non-paid Board approved leaves.

In the event of equal seniority in the District, ties shall be broken according to and in the following order:

- A. Length of service in public education;
- B. Highest degree earned;
- C. Discretion of Board.

**5.10 Planning Time**

Teachers shall be provided one hundred fifty (150) minutes of planning time during a full week of school.

**5.11 Evaluations**

All evaluations shall be conducted in conformance with state law, state regulations and the District's Evaluation Plan. In the event of a conflict between the Evaluation Plan and the state law or state regulations, the provisions of state law and state regulations shall govern.

**ARTICLE VI – LEAVES**

**6.1 Sick Leave**

Tenure teachers shall be entitled to fifteen (15) days sick leave each year without loss of pay. Non-tenure teachers shall be entitled to

Year 1	10 days
Year 2	10 days
Year 3	13 days
Year 4	14 days

Unused sick leave will accumulate to 340 days. Teachers shall be notified in writing at the beginning of each school year as to the current number of sick days they have accumulated.

Upon retirement a teacher shall receive one-half of the daily substitute's pay for each unused sick leave day beyond 180 days.

Sick leave shall be interpreted as being personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family shall include parents, spouse/domestic partner as long as the name has been registered with the district office, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

In the event of the death of an employee the Board of Education agrees to reimburse survivors for accumulated sick leave in the amount of \$75.00 per day, not to exceed \$5,000.00

## **6.2 Personal Leave**

Each teacher will be granted, upon approval of the Superintendent, twenty-four (24) hours of personal leave (with pay) each year, which shall be non-cumulative provided, however, that up to twelve (12) hours of unused personal leave days shall convert to unused sick leave days at the rate of eight (8) hours per one (1) day.

Normally personal leave days will not be granted during the first five (5) work days of school, last five (5) work days, and for days immediately before or after a holiday or school vacation. However, specific reasons may be provided to the Superintendent covering unusual circumstances and/or emergency situations, whereby such requests may be considered for approval by the Superintendent. When such approval is granted covering an unusual circumstance and/or emergency situation, the decision shall not establish a precedent for subsequent decisions.

A request for a personal leave day shall normally be made to the Superintendent at least five (5) work days in advance of the leave date, which shall be completed on a District form. No more than two (2) teachers will be approved for the same date, with approval being subject to securing a qualified substitute. If only one (1) qualified substitute can be found, then the teacher applying first will be approved. Exceptions may be approved by the Superintendent. Personal leave shall be interpreted as being absent due to business matters that cannot be handled other than at the specified time during a school day, i.e., court days, or personal family matters of an urgent nature.

## **6.3 Bereavement Leave**

In the event of the death of a parent, spouse, domestic partner, sibling, child or step-child, a teacher shall be entitled to three (3) days of absence without loss of pay and without loss of personal or sick leave. In the event of the death of a grandparent, niece/nephew, parent-in-law, brother-in-law or sister-in-law, a teacher shall be entitled to one (1) day of absence without loss of pay and without loss of personal or sick leave.

## **6.4 Professional Leave**

Each teacher may be granted professional leave each year for the purpose of attending an educational conference, workshop, and/or seminar that will be a benefit to the educational program in the school

district. A written request shall be submitted to the Superintendent on a form provided by the School District. The Superintendent shall retain the prerogative to approve or disapprove each request. If a request is approved, the School District will pay the cost of the registration and other expenses that are required for attendance. This section will remain contingent upon the Board providing funds in the annual budget each year. The District will provide twelve (12) hours of professional development from State approved professional development providers per school year.

## **6.5 Jury/Civic Duty Leave**

A teacher will be excused at full pay for the purpose of fulfilling jury duty and/or if subpoenaed to testify in a case that is not against the school district, any employees of the school district, and/or members of the Board of Education. A copy of the jury appearance form and/or subpoena shall be provided to the Superintendent at least five (5) school days in advance of the first date on said document. The teacher shall refund to the District any monies received for jury duty and/or testifying under a subpoena order, less any permitted travel allowance.

## **6.6 Child Care Leave**

Upon written request submitted to the Superintendent by a teacher, at least three (3) months before the leave is to begin (unless an exception is granted by the Superintendent, which shall not establish a precedent for subsequent decisions), the Board will grant a paid/unpaid child care leave under the following conditions:

- A. Child care leave applies to newborn babies or newly adopted children under the age of four (4) years.
- B. The teacher can use no more than sixty (60) days of paid sick leave toward the 185 scheduled teacher work days. If requested, the teacher can use an additional thirty (30) days of unpaid sick leave toward the 185 scheduled teacher work days. These days must be consecutive work days unless approved by the superintendent.

One additional year beyond the initial leave period may be requested by a tenured teacher, with the Board retaining its right to approve or disapprove a request. It is understood that each decision will be rendered on the merits of the request, along with determining the educational needs of the school district, with each decision not establishing a precedent for subsequent decisions.

- C. Salary, all fringe benefits, and accumulation of seniority cease at the commencement of the child care leave during unpaid sick leave time.
- D. If a teacher does not return at the end of the approved child care leave, it will be considered as a resignation at the discretion of the superintendent. When a teacher is scheduled to return during the school year, the teacher shall be assigned in accordance with the needs of the District and within his/her certification, but could be guaranteed his/her previous position at the discretion of the superintendent.
- E. Credit on the salary schedule for a full year of service shall be granted if the teacher has been employed at least ninety (90) work days during the school term the leave began. The teacher may

remain in the district's group insurance plans during the approved period of the leave by making timely payments to the district in accordance with established Board procedures.

**6.7 Uncompensated Leaves of Absence**

The Board may grant other leaves of absences to teachers for specific reasons as recommended by the Superintendent. When such leaves are granted, they will be without salary and District-paid benefits. The approved leave shall also contain a return date that meets with the approval of the Board, along with seniority not accumulating during the leave. It is understood that each decision will not establish a precedent for subsequent decisions. Said teacher shall earn salary schedule credit if he/she is employed at least ninety (90) work days during the school term in which the leave begins. In the event an uncompensated leave is granted to a non-tenure teacher, the Board, upon recommendation of the Superintendent, shall decide if the year shall count toward tenure status or the year has to be repeated. The basic criteria for the decision on the year's credit is whether the non-tenure teacher has taught the first three quarters of the year. In all other non-tenure situations, the Board, upon recommendation of the Superintendent, shall decide if the year counts.

**ARTICLE VII – GRIEVANCE PROCEDURE**

**7.1 Definitions**

A. Grievance

Any claim by a teacher or the Union that there has been alleged violation, misinterpretation, or misapplication of this Agreement. The Union's jurisdiction covers claims only on Union-related contract issues, such as but not limited to dues deduction and Union rights.

B. Days

All time limits shall consist of school days, except that when an alleged grievance is submitted fewer than ten (10) days before the close of the school year; time limits shall consist of business days.

**7.2 Right of Representation**

A grievance may be initiated and/or conducted by the grievant defined as

- A. An employee in his/her own behalf;
- B. An employee accompanied by a Union representative;
- C. The Union when Union-related contract issues are at issue as defined in 7.1A.

A Union representative may be present, if requested by the grievant, at any meeting beginning with Step One.

### 7.3 Procedure for Adjustment of Grievances

**Informal conference.** A complaint will be discussed between the affected grievant and Superintendent prior to filing a grievance at Step One. The objective of the conference will be an attempt by the parties to settle the complaint informally. The Superintendent and the affected teacher may mutually agree to include resource representatives in the conference. The conference will be scheduled within ten (10) days of the occurrence of the event which initiated the grievance.

- A. **Step One.** A grievance must be filed in writing within ten (10) days of the informal conference. Failure to file within the time limits prescribed herein constitutes a waiver of the right to file for that particular occurrence in the future. The written grievance shall state the section or sections of the Agreement allegedly violated and the proposed remedy. The alleged grievance shall be signed by the grievant, with a copy being provided to the Union.

The grievant shall present the alleged grievance in writing to the Superintendent within the time line described above. The Superintendent will arrange for a meeting to take place within ten (10) days after receipt of the written grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. The Superintendent shall provide the grievant with a written response to the grievance within ten (10) days after the meeting has adjourned. A copy shall be sent to the President of the Union.

- B. **Step Two.** If the grievance is not resolved in Step One, then the grievant may appeal the grievance to the Board within ten (10) days of the receipt of the Step One response. The Board shall arrange for a meeting with the aggrieved to take place within twenty (20) days of the receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors, as it deems necessary, to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Board shall have ten (10) days in which to provide a written response to the grievant.

- C. **Step Three.** If the grievance is not resolved in Step Two, the Union may submit the grievance to binding arbitration within fifteen (15) days of the receipt of the Step Two response. If the parties can not mutually agree on an arbitrator, the American Arbitration Association will be requested to submit a list of arbitrators from which the parties shall select an arbitrator in accordance with the rules of the AAA. If either party is dissatisfied with the list sent by the AAA, another list will be requested.

1. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
2. If either party requests a transcript of the proceedings, that party shall bear full cost for the transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the parties.
3. Neither party shall not be permitted to present any grounds or evidence before the arbitrator which had not previously been disclosed to the other party.

4. The arbitrator shall have no power to amend, modify, nullify, ignore, and/or add to the terms of this Agreement. The arbitrator's authority shall be strictly and narrowly limited to deciding only the issues of the grievance filed at the Step One level within the limits established in the definition of a "grievance."
5. Either party may make public the findings and the recommendations of the arbitrator.

By mutual written agreement, the parties may elect to enter into grievance mediation prior to submitting the grievance to final and binding arbitration. The parties shall mutually agree, in writing, on the procedures for mediation.

#### **7.4 Other Conditions**

##### **A. Bypass to Board**

If the grievant and the Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

##### **B. Meetings Outside of Regular Working Hours**

All meetings shall be scheduled after work hours for teachers unless mutually agreed between the Superintendent and grievant to meet at another time.

##### **C. Grievant and Union Cooperation**

The grievant and the Union shall not interrupt the instructional and regular duties of the teachers within the District in the investigation of any alleged grievance.

##### **D. Timeliness by Parties**

Failure of any grievant to act on a grievance within the prescribed time limits will bar any further appeal. Failure by the Superintendent or Board to act on a grievance response within the prescribed time limits will permit the grievant to move to the next step within the time limits provided in that step.

##### **E. Extension of Time Limits**

Time limits can be extended by mutual written agreement by the parties.

##### **F. No Reprisals**

No reprisals of any kind shall be taken by the grievant, Union, Superintendent, and/or Board against any teacher because of his/her participation or lack of participation in the grievance procedure.

##### **G. Filing of Materials**

All documents dealing with a grievance shall be filed separately from a teacher's personnel file.

## **H. Exclusion of Remedies**

In the event a grievant commences a proceeding in any state or federal court or administrative agency other than the IELRB against the Board and/or Superintendent, charging the Board and/or Superintendent with an alleged violation of this Agreement, such remedy shall be exclusive and said grievant shall be barred from invoking any remedy by this grievance procedure while pursuing a remedy in another jurisdiction. Upon being knowledgeable of the decision by another jurisdiction, the grievant has the right to reinstitute the grievance within ten (10) days.

## **I. Notification to Union in Non-Representation Situations**

In any instance where the Union is not representing the grievant, the Superintendent shall notify the Union in writing of the grievance and the resolution at each step.

# **ARTICLE VIII – SALARY AND INSURANCE**

## **8.1 Salary**

The salary schedule (Appendix A) will reflect an 3% in 2018-2019, 2% in 2019-2020, 3% in 2020-2021, and 2% in 2021-2022. Teachers will also receive their steps for each year. Effective 2015-16 and thereafter, teachers will be responsible for paying their TRS contribution. Any teacher hired after August 1, 2016 will follow the same salary schedule as other member of the collective bargaining unit, except that all Bachelors steps will be eliminated after Step 10 (in columns BA and BA+18) and all Masters steps will be eliminated after Step 15 (in columns MA, MA+18 and MA+30). All current teachers (those hired prior to August 1, 2016) will retain the current salary schedule format.

## **8.2 Advancement on the Salary Schedule**

The Superintendent shall pre-approve all graduate level courses prior to a teacher taking them from a recognized university or college if the teacher wants to use the courses for advancement on the salary schedule. To be eligible for approval by the Superintendent, courses must be in an educational area that will be a benefit to the educational program of the school district, with the Superintendent retaining the prerogative to review each course on its own merits. The teacher retains the responsibility of submitting an official transcript of the successful completion of the course by September 1 each year, with a minimum grade of a “B” or “pass” or “fail” if that is the exclusive grading system shown on the transcript.

## **8.3 Tuition Reimbursement**

The Board shall provide up to \$2,600 in 2018-2019, \$2,700 in 2019-2020, \$2,800 in 2020-2021, and \$2,900 in 2021-2022 for tuition reimbursement and related materials (supported by paid receipts) to each teacher successfully completing pre-approved graduate courses and/or professional growth courses, with basic conditions prevailing as contained in 8.2A and B. The school year shall be from July 1 through June 30.



## **8.4 Insurance**

### **A. Health Insurance**

For each full-time teacher who elects coverage, the Board shall pay eighty percent (80%) of the full cost of the single monthly premium for medical (including coverage for physician-prescribed birth control), dental, and vision insurance. Teachers electing coverage will pay twenty percent (20%) for the length of this contract. Each teacher who opts out of health insurance coverage shall receive a \$750 benefit, paid at the end of the year, and not pro-rated.

### **B. Term Life Insurance**

The Board shall pay for each full-time teacher the full cost of the monthly premium for a term life insurance policy in the amount as indicated below:

2018-2019 School Year-- \$55,000

2019-2020 School Year-- \$55,000

2020-2021 School Year-- \$55,000

2021-2022 School Year-- \$55,000

## **8.5 Pay Periods**

Teachers shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month.

## **8.6 Teacher Information**

At the beginning of each school year, each teacher shall receive notice of his/her placement on the salary schedule.

## **ARTICLE IX – MAINTENANCE OF MEMBERSHIP/FAIR SHARE**

All employees who are members of the Union shall maintain their membership in said Union during the duration of the Agreement or shall pay a fair share fee to the Union for the cost of negotiating, administering, and maintaining the Agreement.

All employees covered by this Agreement who are not members of the Union shall, commencing upon their initial employment or the effective date of this Agreement, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their proportionate share of the cost of the collective bargaining process and contract administration. The exclusive representative shall certify to the employer an amount no to exceed the dues uniformly required of members, which shall constitute each non-member employee's fair share fee. The fair share fee payment shall be deducted by the employer from the earnings of the non-member employees and paid to the exclusive representative. The amount certified by the exclusive representative to the employer as an employee's fair share fee shall not include any fees for contributions related to the election or support of any candidate for political office, as provided in 115 ILCS 5/11 of the Illinois Educational Labor Relations Act.

Further, the right of non-association of employees based upon bonafide religious tenants or teaching of a church or religious body of which such employees are members, shall be protected, as provided in 115 ILCS 5/11 of the Illinois Educational Labor Relations Act, as follows: Such employees may be required to pay an amount equal to their proportionate share to a non-religious charitable organization mutually agreed upon by the employees affected and their exclusive representative.

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability, including, but not limited to, damages, attorneys' fees and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

The Union shall be notified within 5 (five) business days of the employer's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member, including, but not limited to, names, email addresses, any part of a home address, or list of members of the union, dues payers, or non-members.

#### **ARTICLE X – RETIREMENT INCENTIVE**

A teacher, who is at least 55-years old within six months of the end of his/her retirement year, and has had at least eighteen (18) years of experience in Union District #81, and who retires under the Teachers' Retirement System of Illinois may elect to receive a retirement incentive.

If the teacher gives an irrevocable notice of retirement by July 1 in the 4th year before retirement, the teacher will receive a six (6) percent increase, inclusive of any lane or step increase on the salary schedule in each of the four (4) years prior to retirement. The six (6) percent increase will be based on the previous year's TRS credible earnings. If the teacher gives an irrevocable notice of retirement by July 1 in the 3rd year before retirement, the teacher will receive a maximum six (6) percent increase each of the three (3) years prior to retirement, inclusive of any lane or step increase on the salary schedule, based on the previous year's TRS credible earnings. If the teacher gives an irrevocable notice of retirement by July 1 in the 2<sup>nd</sup> year before retirement, the teacher will receive a maximum six (6) percent increase in each of the two (2) years prior to retirement, inclusive of any land or step increase on the salary schedule, based on the previous year's TRS credible earnings. In the event the pay raises pursuant to this Article shall result in the Board being required to pay an additional payment or penalty to the TRS, the pay increases shall be limited to the amount that is TRS creditable without additional payments by the Board. If the teacher does not retire at the end of the stipulated year, all retirement incentives above the negotiated salary shall be repaid to the district within two years.

The District shall pay to an eligible retiring Teacher a post-retirement benefit, not to be included as TRS earnings. Those teachers who provide four (4) years notice prior to retirement pursuant to the previous paragraph shall receive a benefit calculated as 15 percent (15%) of the sum of the Teacher's total extended service stipends in the year of retirement plus the salary amount reflecting his/her lane and step equivalent to his/her years of full-time in the District. Those teachers who provide three (3) years notice prior to retirement pursuant to the previous paragraph shall receive a benefit calculated as 12 percent (12 %) of the sum of the Teacher's total extended service stipends in the year of retirement plus the salary amount reflecting his/her lane and step equivalent to his/her years of full-time in the District. Those

teachers who provide two (2) year notice prior to retirement pursuant to the previous paragraph shall receive a benefit calculated as 8 percent (8 %) of the sum of the Teacher's total extended service stipends in the year of retirement plus the salary amount reflecting his/her lane and step equivalent to his/her years of full-time in the District. Those teachers who provide one (1) year notice prior to retirement pursuant to the previous paragraph shall receive a benefit calculated as 5 percent (5%) of the sum of the Teacher's total extended service stipends in the year of retirement plus the salary amount reflecting his/her lane and step equivalent to his/her years of full-time in the District. The amount will be paid to the Teacher in July after his/her retirement.

## **ARTICLE XI – EFFECT AND DURATION OF AGREEMENT**

### **11.1 Period Covered – Terms of Agreement**

This Agreement shall become effective on July 1, 2018 and shall continue in full force and effect until June 30, 2022. All economic changes to this agreement shall be implemented September 1 of each year, unless mutually agreed upon or a change in the law takes place.

### **11.2 Content of Agreement**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Union. Both parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunities are set forth in this Agreement. The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement unless provided differently by the IELRB. Subject matters not referred to in this Agreement shall not be considered as part of the Agreement and remain exclusive Board and/or Superintendent prerogatives.

### **11.3 Changes**

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written agreement.

### **11.4 Previous Agreements**

It is agreed that this Agreement contains the full and complete content between the Board and the Union on all bargainable issues. All prior agreements, including any written and/or verbal commitments, on any issue are void and of no force and effect.

### **11.5 Negotiations**

Negotiations covering a future Agreement shall not commence prior to March 1, 2022 unless by mutual agreement to begin earlier.

## Appendix A—Salary Schedules

2018-2019

STEP	BA	BA + 18	MA	MA +18	MA +30
1	44,065	44,755	45,953	46,645	47,441
2	44,716	45,417	46,632	47,335	48,142
3	45,598	46,358	47,635	48,396	49,168
4	46,481	47,299	48,638	49,456	50,194
5	47,360	48,239	49,642	50,518	51,220
6	48,243	49,179	50,645	51,579	52,245
7	49,140	50,138	51,668	52,663	53,290
8	50,054	51,117	52,712	53,769	54,356
9	50,985	52,114	53,776	54,898	55,443
10	51,934	53,129	54,863	56,052	56,552
11	52,899	54,166	55,971	57,228	57,682
12	53,882	55,222	57,102	58,430	58,836
13	54,885	56,299	58,255	59,657	60,012
14	55,906	57,397	59,432	60,910	61,213
15	56,946	58,515	60,633	62,189	62,745
16	58,005	59,657	61,857	63,494	64,312
17	59,084	60,910	63,107	64,828	65,920
18	60,182	62,189	64,381	66,189	67,568
19	61,303	63,494	65,683	67,579	69,257
20	62,443	64,828	67,009	68,999	70,989
21		66,189	68,363	70,447	72,621
22		67,579	69,743	71,926	74,291
23		68,999	71,152	73,438	76,001
24		70,447	72,589	74,980	77,749
25		71,928	74,055	76,554	79,537
26			75,552	78,162	81,366
27			77,067	79,803	83,237
28			78,635	81,479	85,152
29			80,223	83,190	87,110
30			81,844	84,937	89,115

Teachers who are “off-schedule” shall receive the same percentage raise as a teacher moving into the last cell in their respective columns.

## Salary Schedules

2019-2020

STEP	BA	BA + 18	MA	MA +18	MA +30
1	44,506	45,203	46,413	47,112	47,916
2	44,947	45,651	46,872	47,578	48,390
3	45,611	46,325	47,565	48,281	49,105
4	46,510	47,285	48,588	49,363	50,151
5	47,410	48,245	49,610	50,446	51,198
6	48,308	49,204	50,635	51,529	52,244
7	49,208	50,163	51,658	52,611	53,290
8	50,123	51,141	52,701	53,716	54,356
9	51,055	52,139	53,767	54,844	55,443
10	52,005	53,156	54,852	55,996	56,552
11	52,972	54,192	55,960	57,173	57,683
12	53,957	55,249	57,091	58,372	58,836
13	54,960	56,327	58,244	59,598	60,012
14	55,982	57,425	59,420	60,850	61,212
15	57,024	58,545	60,621	62,128	62,437
16	58,085	59,686	61,846	63,433	63,999
17	59,166	60,850	63,094	64,764	65,598
18	60,266	62,128	64,369	66,125	67,238
19	61,386	63,433	65,669	67,513	68,919
20	62,529	64,764	66,997	68,931	70,642
21		66,125	68,349	70,379	72,408
22		67,513	69,730	71,856	74,074
23		68,931	71,138	73,364	75,777
24		70,379	72,575	74,907	77,521
25		71,856	74,041	76,479	79,303
26			75,536	78,085	81,127
27			77,063	79,725	82,993
28			78,608	81,399	84,902
29			80,208	83,109	86,855
30			81,827	84,854	88,852

Teachers who are “off-schedule” shall receive the same percentage raise as a teacher moving into the last cell in their respective columns.

## Salary Schedules

2020-2021

STEP	BA	BA + 18	MA	MA +18	MA +30
1	45,173	45,881	47,109	47,818	48,634
2	45,841	46,559	47,805	48,525	49,353
3	46,295	47,020	48,278	49,006	49,842
4	46,979	47,715	48,992	49,730	50,578
5	47,905	48,704	50,046	50,844	51,656
6	48,833	49,692	51,099	51,959	52,734
7	49,757	50,680	52,154	53,075	53,812
8	50,684	51,668	53,208	54,189	54,888
9	51,627	52,675	54,282	55,328	55,987
10	52,587	53,703	55,380	56,490	57,107
11	53,565	54,751	56,497	57,676	58,248
12	54,561	55,818	57,639	58,888	59,414
13	55,575	56,906	58,803	60,124	60,601
14	56,609	58,017	59,992	61,386	61,813
15	57,662	59,147	61,202	62,675	63,049
16	58,735	60,301	62,439	63,992	64,310
17	59,827	61,476	63,701	65,336	65,919
18	60,941	62,675	64,987	66,707	67,566
19	62,074	63,992	66,300	68,109	69,256
20	63,227	65,336	67,639	69,538	70,987
21		66,707	69,007	70,999	72,762
22		68,109	70,399	72,490	74,581
23		69,538	71,822	74,011	76,296
24		70,999	73,272	75,565	78,050
25		72,490	74,753	77,154	79,846
26			76,262	78,774	81,683
27			77,802	80,427	83,561
28			79,374	82,117	85,483
29			80,966	83,841	87,449
30			82,614	85,602	89,461

Teachers who are “off-schedule” shall receive the same percentage raise as a teacher moving into the last cell in their respective columns.

## Salary Schedules

**2021-2022**

STEP	BA	BA + 18	MA	MA +18	MA +30
1	45,625	46,340	47,580	48,297	49,121
2	46,077	46,799	48,051	48,775	49,607
3	46,758	47,490	48,761	49,496	50,340
4	47,221	47,960	49,244	49,986	50,838
5	47,919	48,669	49,972	50,724	51,590
6	48,863	49,678	51,047	51,861	52,689
7	49,809	50,686	52,121	52,998	53,788
8	50,752	51,694	53,197	54,136	54,888
9	51,698	52,701	54,272	55,273	55,986
10	52,659	53,729	55,368	56,434	57,106
11	53,638	54,777	56,487	57,620	58,249
12	54,636	55,846	57,627	58,829	59,413
13	55,653	56,934	58,792	60,066	60,602
14	56,687	58,045	59,979	61,326	61,813
15	57,741	59,177	61,191	62,614	63,049
16	58,815	60,330	62,426	63,929	64,309
17	59,910	61,507	63,688	65,272	65,596
18	61,024	62,706	64,975	66,643	67,238
19	62,159	63,929	66,286	68,041	68,918
20	63,315	65,272	67,626	69,471	70,641
21		66,643	68,992	70,929	72,407
22		68,041	70,387	72,419	74,217
23		69,471	71,807	73,940	76,072
24		70,929	73,259	75,492	77,822
25		72,419	74,738	77,077	79,611
26			76,248	78,697	81,443
27			77,788	80,349	83,316
28			79,358	82,036	85,232
29			80,962	83,759	87,193
30			82,586	85,518	89,198

Teachers who are “off-schedule” shall receive the same percentage raise as a teacher moving into the last cell in their respective columns.

### Appendix B—Extra Curricular Stipend Schedule

Activity	2018-2022
JV Basketball	\$1,400
Varsity Basketball	\$1,400
Track/Field	\$1,400 each
Volleyball	\$2,400
Intramurals	\$1,800
Athletic Coordinator	\$1,900
Rtl Facilitator	\$3,900
ESL*	\$2,000
Beta Club	\$1,600
Student Council	\$1,600
Scholastic Bowl	\$2,600
Springfield Trip	\$200
Homebound Instruction	\$35 / hour
After School Program	\$70 / dav
Summer/Extra Work* *	\$40 / hour
8 <sup>th</sup> Grade Sponsor	\$250
Faculty Sponsor	1/ \$30; 2 / \$50
Gate / Door	1 / \$25; 2/ \$40
Clock / Scorekeeper	1 / \$25; 2/ \$40
Track Meets	\$25 / person
Bowling	\$1,500

Any additional hours worked as Rtl Facilitator will be pre-approved by the Superintendent and paid at the rate of \$120 per 1½ hours.

\*ESL certified teachers who administer tests and organize the program will be paid the annual stipend per assigned employee. The Superintendent will determine which employees and how many are needed.

\*\*As approved by the Superintendent.