

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

WHITESIDE SCHOOL DISTRICT NO. 115

AND

**WHITESIDE FEDERATION OF TEACHERS,
LOCAL #4130, IFT/AFT, AFL-CIO**

2017-2021

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PREAMBLE

This agreement between the Board of Education of Whiteside School District No. 115, St. Clair County, Illinois, and the Federation of Teachers, Local 4130, incorporates a number of understandings which derive from the parties' recognition that the ultimate aim of public schools is to provide the best education possible for the children and youth in the District and that the attainment of these educational goals is a joint responsibility of the Board of Education, the administrative staff and the teaching personnel.

The parties further recognize that the attainment of these educational goals requires mutual understanding and cooperation between the Board, the administrative and supervisory staff and the teaching personnel. To this end, free and open exchange of views is desirable and necessary. Accordingly, the Union and the Board agree to continue to work affirmatively in implementing their mutual objectives according to terms of this Agreement.

ARTICLE I

PARTIES TO THE AGREEMENT

This Agreement is made and entered into this ____ day of June, 2017 by and between the Board of Education of Whiteside School District No. 115, St. Clair County, Illinois, hereinafter referred to as the "Board" or "Employer," and the Whiteside Federation of Teachers, Local 4130, Illinois Federation of Teachers, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Union" or "Federation."

ARTICLE II

RECOGNITION, JURISDICTION AND SCOPE

- 2.1** The Board recognizes the Federation as the sole and exclusive negotiating agent with respect to wages, hours and other terms and conditions of employment for all regularly employed full-time and part-time certificated classroom teachers except for the Superintendent, Principals, administrators, school nurse, short-term employees, teacher aides and certificated staff members assigned to the District but who are not employees of District No. 115.
- 2.2** If any section, paragraph, sentence or clause of this Agreement is held invalid or unconstitutional, such decision shall not affect the remaining portion of this Agreement or any section or part thereof.
- 2.3** **Waiver of Additional Bargaining**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties that covers the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties mutually agree that this Agreement may be altered, changed, added to, deleted from or modified only through the ratification of both parties.

ARTICLE III

MANAGEMENT RIGHTS

It is understood and agreed that all functions, rights, powers of authority of the administration of the School District and the Board of Education which are not limited by the language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE IV

TEACHER AND UNION RIGHTS

- 4.1** The Union President, by agreement with the Superintendent, shall be allowed one (1) additional leave day in the school year to take care of matters that are mutually beneficial to the District and the Union. The expense of the substitute, if any, shall be borne by the Union. A summary report of the mutually beneficial matter shall be presented to the Board for review.
- 4.2** The Union agrees to represent equally and without prejudice all members of the Bargaining unit for purposes of negotiations with the Board concerning wages, hours, terms and conditions of their employment and the settlement of grievances.
- 4.3** Regular, contractual certified teaching employees of the District shall have the right to form, join or assist employees' organizations and to participate in collective bargaining with the Board through representatives of their own choosing. Teaching employees shall also have the right to refrain from any or all of such activities.
- 4.4** The Board shall grant the Union the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the Union's business provided the Superintendent, or his/her designee, is notified prior to the dissemination of any material through said mailboxes.
- 4.5** The Board shall grant the Union the right to hold meetings on school property provided:
- .1 Arrangements for facilities for such meetings are approved in advance by the Superintendent or his/her designee;
 - .2 Such meetings in no way interfere with any aspect of the instructional program;
 - .3 The Board may make a reasonable charge when custodial service is required for meetings; and
 - .4 Such meetings are scheduled outside regular teachers' hours.
- 4.6** The Board shall grant the Union bulletin board space in each school provided:
- .1 Only authorized representatives of the Union are permitted to post Union announcements on said bulletin boards;
 - .2 Said bulletin board space shall not be located in an area which is readily accessible to students; and
 - .3 The Superintendent, or his/her designee, is notified in advance.

- 4.7 With the Superintendent's approval, the Union shall be granted the right to use the copier provided the Union reimburses the District a fee which is mutually agreed upon.
- 4.8 The Board shall provide the Union with a copy of the Board meeting minutes after they have been legally approved by Board action.
- 4.9 The Board shall provide the Union with a copy of the public agenda and all public supplemental information to the Union representative at the monthly Board meeting.
- 4.10 The Board shall recognize the Union President, or his/her designee, as the official representative of the Union.
- 4.11 The Superintendent, or his/her designee, shall meet periodically (though not more than once per month except by mutual agreement) at the request of the Union to discuss matters relating to the educational programs which are beyond the scope of this Agreement.
- 4.12 An employee shall have the right to inspect and to copy records in his/her personnel file during the regular working hours in the presence of the Superintendent or the Superintendent's designee. The District may charge a reasonable fee for copying records in an employee's personnel file.
- 4.13 An employee may review all materials in his/her file except confidential letters of recommendation or credentials from placement agencies. An employee may also give written consent to permit review of his/her file by a third party. The right to access by an employee, or his/her designee, includes the right to make written objection to any information contained in the file, and such objection shall become part of the personnel file.
- 4.14 All personnel records shall be confidential and shall not be made available for public use and/or inspection by the public. The Superintendent shall have the overall responsibility for maintaining personnel files and for preserving their confidentiality. The Superintendent may, however, designate others to assist him/her in carrying out this responsibility.

ARTICLE V

WORKING CONDITIONS

5.1 Work Day

All teachers' work day shall be 7 ½ hours, including the duty-free lunch period.

5.2 Teachers are free to leave the school premises during their duty-free lunch period and/or planning period. Teachers must be present before and after school to cover required duties. Whenever leaving school premises, teachers shall sign in and out in the appropriate office.

5.3 Classroom Substitutions

.1 Persons substituting at the request of the administration for teachers who are absent shall be compensated in accordance with the following scale:

1-15 minutes	--	No compensation
Over 15 minutes	--	\$15 per period

.2 These payments shall be made in cases where a teacher doubles up to handle his/her own classes as well as the class of the absent teacher. If the class of the absent teacher is divided among two or more teachers, the payment shall be on a proportionate basis among the teachers involved.

- .3 Teachers performing “Grant Work” during time outside the regular teacher work day shall be compensated at the rate of \$20 per hour.
- .4 Payment earned shall be paid on the next applicable pay check.

5.4 Extracurricular Duty

- .1 Extracurricular pay shall be made in accordance with the stipend salary table. (See Appendix C)
- .2 If a teacher is desirous of sponsoring an extra-curricular position for the forthcoming school year, said teacher shall submit a request in writing to the Board through the Superintendent stating such desire no later than May 15th of the current year. The Board of Education shall notify teachers submitting requests to sponsor an extra-curricular position for the forthcoming school year of their appointment on or before ten (10) days after the June Board meeting.
 - a. Once a teacher has been appointed an extracurricular position, said teacher shall retain that position unless one of the following occurs:
 1. When a teacher no longer desires to sponsor their appointed extracurricular position for the forthcoming school year, said teacher shall submit a request in writing to the Board through the Superintendent no later than May 15 of the current school year to be released from that position.
 2. The Board, through the Superintendent, shall notify any teacher holding an extra-curricular position when said teacher shall no longer be appointed to a particular extra-curricular position. This notification shall be in writing and be on or before ten (10) calendar days after the June Board meeting.

5.5 Job Assignment

Teachers shall be notified in writing by not later than ten (10) calendar days after the July meeting of the Board of Education of any tentative change in their teaching assignment for the forthcoming school year. In the event of a subsequent change in teaching assignment the affected teacher(s) will be promptly notified. Non-classroom teaching duties given in lieu of classroom teaching assignments shall be limited to one-year increments. The second year and subsequent years of non-classroom teaching duties given in lieu of classroom teaching assignments shall require mutual consent of the teacher and the Board or its representative.

5.6 Travel Between School Buildings

Teachers traveling from building to building as a part of their District required job assignment shall be paid mileage at the Internal Revenue Service rate that is in effect on the first day of the school year. A mileage log shall be maintained on a form developed by the Board and the Union. Logs shall be submitted within ten (10) calendar days following the end of each month and an employee shall forfeit their (any) reimbursement if he/she fails to submit the mileage log within this time limit. Payment shall be made within ten days following the receipt of the mileage log.

5.7 Home/Hospital Instruction

Teachers who provide home-based or hospital-based instruction to students at the request of the district shall be paid \$30 per tutoring session. A standard session will be one (1) hour, to include a minimum of thirty (30) minutes of direct instruction. Mileage will be paid at the Federal IRS standard rate. Requests for applicable mileage reimbursement shall be submitted to the superintendent's office on a monthly basis.

5.8 Salary Schedule Credit for Prior Experience

The parties recognize that the Board of Education has an established policy of granting year for year credit on the salary schedule for newly employed teachers with previous in-state (Illinois) or out-of-state public school district experience, as well as private/parochial school experience. The maximum amount of credit that a teacher can acquire is three (3) years, with placement then at Step 4 on the negotiated salary schedule. If in the future the Board should decide to modify or discontinue this policy, it will provide prior notice to the Union and will bargain the impact of its decision if requested by the Union. Moreover, the Board of Education hereinafter agrees to provide the Federation with an "Experience Verification Form" for each newly hired teacher.

ARTICLE VI

LEAVES OF ABSENCE

6.1 Sick Leave, Funeral Leave, and Personal Leave

- .1 Each teacher with up to 15 years of service with the district shall be entitled to fourteen (14) sick days per year. Teachers with 16-24 years of service with the district shall be entitled to 18 sick days per year. Teachers with 25+ years of service with the district shall be entitled to 22 sick days per year. Unused sick leave will accumulate to a total of 360 days. All teachers shall be given their annual allotment of sick days at the beginning of each school year, even if they exceed the 360 day cumulative maximum. However, the maximum number of days that will be allowed to roll over to the next school year is 360 days. Part-time teachers will be entitled to a pro rata share of the sick days based upon their individual work schedule as compared with a full-time teacher.
- .2 Teachers shall be able to use 5 sick days at their sole discretion. These days are not subject to administrative approval or review, but no more than 3 of these 5 days may be taken consecutively except in emergency situations as approved by the Superintendent. Days taken at the sole discretion of the teacher may be used during the first two weeks of the school term only with the permission of the Superintendent, except if used for funeral leave.
- .3 Full-time teachers who have no more than 1 day absent will receive a \$250 bonus in June. This bonus will not be considered payment for unused sick days for retirement purposes.

6.2 Leave Without Pay

- .1 Leaves of absence without pay may be granted to tenured employees who have received at least a satisfactory rating on their most recent performance evaluation. Those who desire shall return to employment in a similar capacity.
- .2 Each approved leave of absence shall be of the shortest possible duration

required to meet the purpose for the leave consistent with a reasonable continuity of instruction for the students. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

- a. Written requests for leaves of absence without pay shall be made at least three (3) months before the leave is desired, subject to approval by the Board.
 - b. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
 - c. Leave may be granted for:
 - i. Advanced study leading to a degree in an approved university;
 - ii. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
 - iii. Military service;
 - iv. Maternity;
 - v. Other reasons acceptable to the Board but at the Board's sole discretion.
 - d. Employees on such leave may continue insurance benefits if they reimburse the District for any pro rata costs of benefits for which they apply.
 - e. Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least one hundred (100) days of the school year in which the leave was granted.
 - f. Maternity Leave/Sick Leave – Sick leave shall be applicable while actually incapacitated. Leave of absence may be granted for the remainder of year or teacher may return during the school year at a mutually agreed upon time between the Board and teacher.
- .3 Upon request eligible employees will be granted an unpaid leave of absence in accordance with applicable provisions of the Family Medical Leave Act of 1993.

6.3 Sick Leave Bank

- .1 Participation in the Sick Leave Bank shall be on a voluntary basis and only those members of the bargaining unit who contribute sick leave days to the bank will be eligible to participate in the program.
- .2 Each year participating employees shall contribute one day of their accumulated sick leave into the Sick Leave Bank. By no later than September 1 of the current school term the Union will provide the Superintendent with a listing of those members who have authorized the transfer of their sick leave days to the Sick Leave Bank. Contributions shall not be required for any school term in which the accumulated number of unused days in the sick leave bank on the first day of the school term equals or exceeds one hundred eighty (180) days. Any participant, who has contributed less than the minimum withdrawal requirements, shall be permitted to contribute one day.
- .3 To be eligible for a withdrawal from the Sick Leave Bank a participating staff member must have exhausted his/her personal sick, funeral and personal leave days. The

maximum number of sick leave days a staff member may withdraw from the Sick Leave Bank is 30 (30) days per year.

- .4 Administration of the Sick Leave Bank will be by a Union appointed committee comprised of not less than three (3) members of the bargaining unit who are participating in the Sick Leave Bank. The Committee shall establish guidelines for handling requests for withdrawals from the Sick Leave Bank. Decisions of the Committee relative to withdrawal requests are final and not subject to the grievance procedure.
- .5 Upon receipt from the Committee of a written approval of a withdrawal from the Sick Leave Bank the Superintendent will cause the approved days added to the accumulated sick leave of the staff member who requested the withdrawal.
- .6 Annually the District will provide the Committee with a report setting forth the beginning balance in the Sick Leave Bank, the number of days added to the bank during the year, the number of days withdrawn from the bank during the year, and the number of days remaining in the bank as of the end of the period.
- .7 A staff member's contribution to the Sick Leave Bank will not be considered as an absence and will not affect the staff member's right to the perfect attendance options available in provision 6.1.3 of this Agreement.
- .8 Requests for withdrawal from the Sick Leave Bank shall also include days needed resulting from a natural disaster.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 Definition

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or inequitable application of the provisions of this Agreement or established policy.

7.2 General Provisions

- .1 Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any teacher from discussing a problem with the administration and having it adjusted without intervention or representation of organization representatives.
- .2 A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- .3 The failure of a teacher to act on any grievance within the prescribed time limits will act as a bar to further appeal and the administration's failure to give a decision within the time limits shall permit the teacher to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- .4 Any teacher, administrator and the Board has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussions. Advance notice of at least forty-eight (48) hours of the date and time of the hearing shall be given. However, expenses incurred by each party's legal representative or representatives shall be assessed to the respective parties.

- .5 Hearings under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all involved parties to attend and will be held after regular school hours.
- .6 It is agreed that any investigation conducted as a result of this grievance procedure shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

Adjustment Procedure

First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between the teacher and his/her immediate superior.

Second Step

If the grievance cannot be resolved informally, the teacher shall file, in writing, the grievance with the Principal and a mutually agreeable time shall be set to discuss the grievance. The written grievance shall state the nature of the grievance, list the specific clause or section of the Agreement allegedly violated and state the remedy requested. The filing of the written grievance must be within fifteen (15) school days from the date of the occurrence of the event giving rise to the grievance. The Principal shall make a decision and communicate it in writing to the teacher and Superintendent within fifteen (15) school days of filing the written grievance.

Third Step

In the event a grievance has not been resolved at the Second Step the teacher shall file, within five (5) school days of the Principal's written response to the Second Step, a copy of the written grievance with the Superintendent. Within ten (10) school days after such written grievance is filed the teacher, the Principal and the Superintendent shall meet to resolve the grievance. The Superintendent shall file a written answer within ten (10) school days of the Third Step meeting with the teacher and the Principal.

Fourth Step

If the grievance cannot be settled at the Third Step, the teacher shall file, within five (5) school days of the written response in the Third Step, a copy of the written grievance with the Board of Education. Within twenty (20) days after such written grievance is filed, the Board shall meet to consider said grievance or conduct a hearing. Within thirty (30) days after the hearing, the Board shall communicate its decision in writing citing reasons and support thereof to the Union and the grievant.

Fifth Step

Within thirty (30) school days after receiving the decision of the Board, the Union may submit the grievance to binding arbitration under the voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The arbitrator shall follow the standard rules of the AAA and his/her decision shall be binding on all parties. Expenses for the arbitration services shall be borne equally by the Board and the Union.

ARTICLE VIII

NEGOTIATION PROCEDURES

8.1 Committee Membership

- .1 The joint Negotiating Committee of the Board and the Union shall be comprised of not more than five (5) members, including alternates, appointed by the Union and not more than five (5) members, including alternates, appointed by the Board.
- .2 The parties agree that their negotiating teams shall be duly authorized representatives and shall negotiate in good faith with respect to the provisions of this Agreement. Each party shall select its own representatives.
- .3 In the event a designated representative(s) is unable to attend, an alternate(s) may attend provided that the alternate(s) chosen by the Union must be a member of the bargaining unit, the alternate(s) chosen by the Board must be Board Members, and the alternate(s) must be so designated at the beginning of each meeting.

8.2 Meetings

- .1 If negotiations are requested by either party on negotiable matters, such negotiations shall begin no later than June 1st, with meetings to be held as necessary at times and places to be agreed upon by the parties.
- .2 All items of negotiations shall be submitted by the parties at the first meeting. Additional items may be submitted prior to a cut-off date by mutual consent. Subsequent negotiating meetings shall be held bi-monthly unless altered by mutual consent.
- .3 Facts, opinions and proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on matters defined as negotiable.
- .4 Meetings shall be held at the Whiteside School unless another location is mutually agreed upon.
- .5 As a guideline, meetings of the Joint Negotiating Committee, including time spent in caucuses, shall not exceed two (2) hours in length except by mutual agreement of the parties.
- .6 Upon request, either party shall be granted permission to caucus.
- .7 All meetings of the Joint Negotiating Committee shall be closed to the public.
- .8 The last order of business at each meeting of the Joint Negotiating Committee shall be the mutual establishment of future meeting date(s) and a tentative agenda.

8.3 Tentative Agreements

- .1 Meeting summaries, including tentative agreements, may be shared with the Union membership and the Board.
- .2 Tentative agreements shall be reduced to writing and signed by the Chairperson of each Negotiating Committee.
- .3 Tentative agreements are subject to ratification by members of the Union and the Board in accordance with the Agreement.

8.4 Requests for Assistance

- .1 Either party may use consultants or resource persons during negotiations.
- .2 Both parties agree to continue negotiations until an agreement is reached or either party declares an impasse in writing to the other party.
- .3 Upon either party declaring an impasse in writing, the Federal Mediation and Conciliation Service shall be requested in writing by both parties to appoint a mediator from their staff. The mediator shall meet with the negotiating teams as soon as possible to begin the process of mediation. The mediator shall control the negotiations in terms of meeting dates and times, structure of said meeting and agenda of each meeting until the parties resolve their differences and effect a mutually acceptable agreement. The mediator shall not have the power to impose a resolution of differences.

8.5 Communication

- .1 Communication with the Board shall be through the Board's designated representative.
- .2 Communication with the Union shall be through the President of the Union or the Union's designated representative.

8.6 Information

- .1 Upon written request, the Board shall make available any information, statistics and records normally available and open to the public, in compliance with the Illinois Freedom of Information Act. Nothing herein shall require the administrative staff to research and assemble information for the Union.
- .2 Upon written request, the Union shall furnish copies of pertinent information as reasonably requested by the Board. Nothing herein shall require the Union to research and assemble information for the Board.

8.7 Agreement and Appendices

- .1 When tentative agreement is reached on all matters being negotiated, a written tentative agreement shall be submitted to the Union membership and the Board for ratification. Such document, if ratified by both parties, shall become a part of the official minutes of the Board. When necessary, provisions in the Agreement shall be reflected in the individual teacher's contract.
- .2 The terms and conditions set forth in the Agreement shall represent the full and complete understanding between the parties for the stated term of the Agreement. Said Agreement shall not be open to modification unless agreed to by both parties in writing and ratified by the members of both parties.
- .3 The Agreement shall not discriminate against certificated teaching employee regardless of membership or non-membership in any Union organization.

8.8 Changes in Negotiations Procedures

The negotiations procedures set forth in this Article are the procedures that will generally govern negotiations between the parties. However, the parties agree that in the event the negotiations teams representing the Whiteside Federation of Teachers and the Whiteside Board of Education mutually agree to modify these procedures they may do so in writing without formally amending this Agreement, but with the further understanding that such modifications are applicable only to those specified negotiations and are not to be considered as a formal modification of the terms of this Agreement.

ARTICLE IX

SENIORITY/REDUCTION-IN-FORCE

- 9.1** Seniority/Reduction-In-Force as required by the Performance Evaluation Reform Act (commonly known as S.B. 7) will be implemented in accordance with the Illinois School Code (5 ILCS 10/24A-5) and ISBE rules and regulations, as determined by the District's Performance Evaluation Reform Act Joint Committee. As required by the Act, a Sequence of Honorable Dismissal List shall be distributed to the union at least 75 calendar days prior to the end of the school term.
- 9.2** If a teacher in contractual continued service is removed or dismissed as a result of a decision of the Board to decrease the number of teachers employed by the Board or to discontinue some particular type of teaching service, written notice shall be given the teacher by certified mail at least sixty (60) days before the end of the school term, together with a statement of honorable dismissal and the reason therefore.
- 9.3** If the Board has any vacancies or newly created positions for the following school term or within one (1) calendar year from the beginning of the following school term, the selection of a candidate for the new or vacant position must be based upon the consideration of factors that include without limitation certifications, qualifications, merit and ability (including performance evaluations if available) and relevant experience, provided that the length of continuing service with the school district [ie. seniority with the school district] must not be considered as a factor, unless all other factors are determined by the school district to be equal. (105 ILCS 5/24-1.5)

ARTICLE X

NO STRIKE/COLLECTIVE BARGAINING GUARANTEES

- 10.1** The Union and the Board agree that there shall be no strike or withholding of services during the term this Agreement is in full force and effect.
- 10.2** The Union and the Board agree to follow fair practices in bargaining and continue to negotiate until all issues are clarified and settled.
- 10.3** The Union shall require its members to refrain from discussing the Union's views on matters relating to supervisor-teacher, administrator-teacher or Board-teacher relationships in the presence of students.

ARTICLE XI

FRINGE BENEFITS

11.1 Insurance

- .1 Coverage
- a. The Board shall provide health and life insurance coverage for all full-time teachers and, where applicable, the teachers' dependents under the terms set forth below.
 - b. For full-time teachers, the District shall contribute 100% of the single coverage premium for health insurance for the duration of the contract. For the duration of the contract, the District shall provide \$25,000 term life insurance plan for all full-time teachers.

- c. The District shall contribute One-Hundred-Fifty Dollars (\$150) per month toward the family premium for those employees electing family coverage.
- d. Teachers shall be included in an insured group under the “School Board Legal Liability Insurance Policy” (Broad form).

.2 Changes in Coverage and Carrier

Teachers shall be notified within a reasonable time prior to any changes or to any Board action taken in regard to coverage and carrier of insurance.

- .3 Employees that forego all District paid health insurance benefits under Article XI, Section 11.1 shall have the option of receiving a tax sheltered annuity in the amount of \$150 per month or cash payment in the amount of \$150 per month, but not both, in lieu of said health insurance benefits. Employees receiving an annuity may deposit that annuity with any company in which the District has established an account. The cash option provided hereunder shall be subject to federal, state, and/or local income tax withholdings.

Employees shall be entitled to elect either health insurance coverage, a tax sheltered annuity or a cash option between August 1 and September 30 each calendar year. An employee’s election is final and may not be changed except during the specified “opt out” period (August 1 – September 30). However, the District, in its sole discretion, may allow an employee to change his/her election at any time during the calendar year and the District’s decision shall be final and not subject to the grievance and arbitration provisions of the parties’ contract.

The parties further agree that in the event the District’s health insurance provider (currently Egyptian Area Schools Employee Trust) notifies the District that the District is subject to a penalty due to an excessive number of employees who waive their insurance coverage with the provider, the District shall have the right to reduce the number of employee’s waiving insurance coverage under this provision. Employees, in reverse order of seniority, shall be notified that they may no longer waive coverage and shall no longer receive the \$150 per month annuity or cash payment, as applicable.

If at any time less than 3 employees elect to forego health insurance coverage under this provision, the District shall not be obligated to provide employees an annuity or cash option in lieu of insurance.

11.2 Tuition Reimbursement

- .1 The Board may, at its sole discretion, reimburse teachers for courses taken by them at accredited colleges and universities up to One Thousand Dollars (\$1,000) per year.
- .2 These courses must be approved in advance by the Board. If approval is denied, the teacher shall receive a written explanation of refusal.
- .3 Payment shall be made upon successful completion of the course(s) and a minimum grade of B is earned in each course approved.
- .4 The total amount of tuition reimbursement by the School District shall be limited to \$25,000 for each year of the contract. Reimbursement shall be on a pro rata basis so that all requests are funded at the same percentage rate.

- .5 Application for tuition reimbursement shall be made by not later than September 30th for courses completed during the prior twelve months (September through August). Reimbursement shall be made in October to members of the bargaining unit.

11.3 Retirement Incentive

In each of the two (2) years prior to retirement, bargaining unit members who have worked at least fifteen (15) years in the Whiteside School District shall receive a salary increase equal to a 6% increase in the teacher's TRS creditable earnings from the prior year. The retiring teacher may continue to provide the same services as in the prior year, including extracurricular assignments. However, if these duties change, the base amount to which the 6% increase is applied will be adjusted to reflect the change. Said increases shall be paid in equal installments in accordance with the regular pay schedule. In order to receive the retirement incentive payment described in this Section, an irrevocable letter of retirement must be submitted on or before June 1st of the year that payment is to start. Said retirement incentive benefit is only available to those bargaining unit members who retire without penalty to the District. In order to receive the 6% retirement incentive increase, the employee shall provide documentation of eligibility from TRS to the District prior to receiving any retirement incentive increase. If the applicable Illinois statute or TRS Rules and regulations change the 6% limitation during the term of this agreement, the parties agree to negotiate this provision.

ARTICLE XII

SALARY/SALARY SCHEDULE

12.1 Salary Schedule

- .1 The salary schedules as set forth in Appendices A and B, which attached to and incorporated into this Agreement, shall be the basis of payment for all District employees covered by this Agreement.
- .2 Extracurricular pay shall be made in accordance with the stipend salary table. (See Appendix C)

12.2 Educational Placement

- .1 Credits earned prior to September 1st and January 1st, or the termination of the summer or fall session, will be used to determine salary for ensuing semesters. Any credits to be considered under this salary table must be submitted by September 15th and January 15th of each semester.
- .2 Hours toward advanced placement on the salary table must be approved by the Superintendent in advance and certified by the registrar of the college or university.

12.3 Payroll

- .1 Teachers will be paid two times per month in twenty-four (24) installments on the 12th and 27th of the month. In the event the regular pay day falls on a designated school holiday, Saturday or Sunday, payment will be made on the last preceding regular weekday.
- .2 For the duration of this contract, a teacher's gross salary shall be set forth in Appendices A, B, and C to this Agreement. The District shall withhold from this gross salary the teacher's required contribution to TRS up to 9.98% and shall pay this amount to TRS on

behalf of the teacher. The District shall withhold from this gross salary the teacher's required contribution to the Teacher Health Insurance Security Fund (THIS) up to 1.4%.

- .3 The Board of Education agrees to take reasonable action to make tax-sheltered annuities available to the personnel members after written permission for payroll deduction has been given by those personnel members desiring to participate in such program. It is understood that the Board's obligation will extend only to the clerical costs of the program, and only to the different companies elected.

12.4 Deductions

- .1 The Board will withhold Union dues from the salaries of teachers who make such a request, and who further sign duplicate cards authorizing the Board to make such a deduction. The signed authorization allowing dues deductions must be made by the individual teachers before the 7th day of September each year.
- .2 Union dues so withheld will be deducted monthly each year, and the Board will pay the dues so withheld to the Treasurer of the Union.

ARTICLE XIII

POSTING OF VACANCIES

All job opportunities requiring teacher certification, including both vacant and newly created positions, and all stipends/extracurricular positions, shall be posted in the teachers' lounges for the teacher access.

During summer months when school is not in session, a notice of open positions will also be sent to the president of the Union.

ARTICLE XIV

EFFECT OF AGREEMENT

14.1 Term of Agreement

This Agreement shall be effective July 1, 2017 and shall continue in effect through June 30, 2021.

14.2 Continuing Agreement

This Agreement shall remain in force from year to year after June 30, 2021 unless written notice is given prior to February 1, 2021 or prior to February 1st of any subsequent year, by either party, of its desire to terminate, amend or modify this Agreement. Upon receipt of such notice, negotiations shall begin no later than June 1st with meetings to be held as necessary at times and places to be mutually agreed upon by the parties.

14.3 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections or clauses shall remain in full force and effect.

14.4 Acceptance

This Agreement has been ratified and is signed and adopted this ____ day of June, 2017.

IN WITNESS THEREOF:

For the Union, Whiteside
Federation of Teachers Local 4130

For the Board of Education
Whiteside District #115

President Date

President Date

Secretary Date

Secretary Date

GLOSSARY

Definitions

As used in this Agreement, the following definitions will apply:

- a. The term “unit” or “employee unit” will mean the bargaining unit as defined in Article II of this Agreement.
- b. The terms “teacher,” “staff member,” “member,” “employee” and “teaching personnel” will all mean the members of the bargaining unit unless otherwise specified.
- c. The title “Superintendent” will mean the Superintendent of Schools, or his/her designee, unless otherwise specified.
- d. The term “days” will mean calendar days unless otherwise specified.