

CONTRACTUAL AGREEMENT

By and Between

BOARD OF EDUCATION  
NETTLE CREEK COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT #24C

And

NETTLE CREEK COUNCIL  
AMERICAN FEDERATION OF TEACHERS  
LOCAL 604

EFFECTIVE JULY 1, 2013  
THROUGH JUNE 30, 2017

ARTICLE I  
INTRODUCTION

1.1 Agreement

This Agreement is entered into this 1st day of July, 2013, by and between the Board of Education of Nettle Creek Community Consolidated School District 24C, Morris, Illinois, hereinafter referred to as the "Board" and the Nettle Creek Council AFT Local 604, hereinafter referred to as the "Union" which is hereby recognized as the sole and exclusive bargaining agent of the full and part-time teachers and teacher aides of District 24C, with regard to salaries, hours and terms and conditions of employment except exempt employees under the IELRA.

ARTICLE II  
BOARD'S RIGHTS

2.1 Management Rights

The Board retains all traditional rights to manage and direct the affairs of Nettle Creek School in all respects and to manage and direct its employees.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, and regulations in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

2.2 No Solicitations

The Union or representative designee, regardless if such person is an employee, shall not solicit Union business with employees during their working hours while on duty and must restrict such Union related activity to employee's non-working hours (lunch). Such conduct shall not disturb the work of employees who may otherwise be working.

ARTICLE III  
WORKING CONDITIONS

3.1 Work Day

The working day for Employees shall consist of 7.33 continuous hours, and shall commence and end at such time as directed by the administration. Such working day shall commence no earlier than 7:55 a.m. nor end after 3:15 p.m. Teachers shall receive a 30 minute duty-free lunch.

Teachers shall attend administrative consultations, special education staffing conferences, parent meetings and conferences, open house, staff meetings, and Holiday Programs. Be available to students and/or parents before/after school as needed.

The work day includes fifteen (15) minutes before the start of the student attendance day and fifteen (15) minutes after the conclusion of the student attendance day, with the exception of Fridays or days before a school holiday – teachers and teacher aides may leave once all buses have left on these days.

### 3.2 Initial Employment

At the time of initial employment in the District, each teacher not employed for primarily supervisory or administrative duties shall receive an initial salary commensurate with his or her teaching experience and educational attainment using the new hire base pay and values stated in Appendix A. The teacher shall receive credit for all prior years of full time school teaching experience, but not to exceed a total of five (5) years.

### 3.3 Salary Advancement

Annual salary increases during the life of the contract shall be: 3% for 2013-2014; 3% for 2014-2015; 2% for 2015-2016; and 2% for 2016-2017.

In addition, Teachers will receive salary increases for approved educational attainment. Only 300 level college credit classes, or higher, obtained by a teacher from an accredited institution shall apply towards advancement for educational attainment, as illustrated in Appendix A. The Teacher must have received prior approval from the Superintendent that said course or courses are of value to both the Teacher and the District. Advancement for educational attainment shall only take place at the beginning of each semester. The Teacher is responsible for providing the Superintendent with a properly certified transcript evidencing such course work has been successfully completed and the transcript must be presented prior to September 15<sup>th</sup> for the Fall Semester and January 15<sup>th</sup> for the Spring Semester.

### 3.4 Tuition Reimbursement

Full time teachers shall be reimbursed by the Board up to \$200.00 for each credit hour, for college courses of at least 300 level courses and above, which have been successfully completed.

Credit for purposes of salary advancement, as well as tuition reimbursement, shall only be allowed upon prior written approval from the Superintendent. Application for course work and reimbursement shall be consistent with Section 3.3 of this Agreement entitled “Salary Advancement.”

The total number of approved credits that a teacher may receive reimbursement for shall not exceed a total of twelve (12) credits for each school year (August 1 – July 31).

Reimbursement shall be paid within thirty (30) days following receipt of transcript for said course work indicating successful completion of such courses completed during the months of September through May, both inclusive. As to approved courses successfully completed during the months of June, July or August, reimbursement will be paid only to those teachers returning to the employment of the District for the immediately following school year. Reimbursement for such summer courses shall be made by the District either by October 1 or within thirty (30) days following receipt of transcript indicating successful completion of the summer course, whichever is later (but no earlier than September 1).

The Superintendent's approval is to be in writing with a copy for the teacher and a copy to be placed in the teacher's personnel folder.

Reimbursement requires at least a B grade for graduate hours and at least a C grade or P for passing for undergraduate hours.

### 3.5 Meetings

Should the employee be required to meet with the Superintendent or the Board regarding a matter which may result in disciplinary action, he/she shall be notified of the reasons for the meeting (termination or unpaid suspension). No non-probationary employee shall be suspended without pay or terminated without just cause, as defined in Illinois law.

### 3.6 Plan Periods

Planning periods are to be used for school purposes only. Each full-time teacher will be granted at least thirty (30) minutes of planning time per full day. Teachers may be required to work one period of combined class per day in order to be provided the planning period. If it becomes necessary for a teacher to leave the building during the day, other than the duty-free lunch period, the teacher will request permission of the Administration. If granted the teacher will inform the Administration where the teacher can be reached.

### 3.7 Outside Employment

Full-time employees shall file and keep current with the Principal a home telephone number where they can be contacted when off duty. Full-time employees shall treat their work at Nettle Creek School as their primary employment. Employees may not hold outside jobs which will interfere with their performance of their duties at Nettle Creek School.

### 3.8 Physical Examination

The Superintendent and/or the Board of Education retain the right to require any employee to submit to a physical and/or psychiatric examination by a physician licensed to practice medicine and surgery in all its branches. The sole purpose of any such examination is to secure the opinion of a physician with respect to an employee's physical and/or mental fitness to continue in or return to the employ of the district.

The expense of such an examination shall be borne by the Board of Education provided that the physician is approved by the Superintendent and/or the Board of Education.

The employee shall execute documents consenting to the sharing of the opinions of the physician with the District.

### 3.9 School Year

The school year for all Teachers and Teacher Aides shall consist of a combination of pupil attendance days, institute days, and five (5) emergency days, totaling one hundred eighty-five (185). The five (5) emergency days are only to be used to replace missed pupil attendance days or institute days scheduled

in the calendar. The Union shall serve in an advisory capacity in putting together the school year calendar.

### 3.10 Mileage Reimbursement

Any employee required by the Board to use his/her personal automobile for District purposes shall be allowed to claim mileage reimbursement in the performance of their duties when personal vehicles are used. All mileage claims must be filed with the Superintendent and must be in accordance with district regulations. The rate of reimbursement will be the IRS rate.

### 3.11 Statistical Data

The Union president may regularly examine the following current information:

- A copy of the annual audit report.
- A monthly statement of financial position.

The Superintendent will give the Union president information containing the salary, years of experience, and degree held by each Teacher.

The Union will be furnished a complete copy of the agenda for every Board meeting as soon as it is prepared. Also a copy of the official Board open session minutes and notices of all Board meetings and Board Committee meetings shall be given to the Union president.

### 3.12 School Sponsored Activities

There shall be a form provided to each teacher and teacher aide when they are involved in school sponsored activities that indicate that the activity is school sponsored. This form shall be signed by the teacher/teacher aide and the Superintendent.

### 3.13 Personnel Records

Section 1. A personnel file for each teacher shall be kept in the Superintendent's office. The following information shall be included in the file; however, additional information may be included in the file as appropriate.

- A. Up-to-date transcripts of all college credits earned.
- B. Up-to-date list of teaching qualifications.
- C. Completed withholding form.
- D. Teacher service record information.
- E. Copy of all teaching certificates.
- F. Evaluation and communications

Each individual teacher shall have the responsibility to see that the materials listed in subparagraphs (A) through (E) above are current.

Section 2. All material to be placed in the official Board file shall be inserted in a timely fashion, and shall be date stamped to indicate the date said material was placed in the file.

- A. Upon written request, a Teacher or Teacher Aide shall have the right to review and have reproduced all materials, with the exception of confidential references used by the Teacher or Teacher Aide to secure a position, in the employees District personnel file. Such review shall take place under the supervision of the designated Administrator concerned. Reproduction of the nonconfidential materials will be made only by District 24C. A nominal fee will be charged for the service.
- B. No derogatory material to an employee's conduct, service, character, or personality shall be placed in the files unless the employee receives a copy of said material and notification that said material is being placed in the file. Confidential references and transcripts are excepted from this requirement. An employee shall have the right to answer such derogatory material within thirty (30) days in writing and the answer shall be attached to the corresponding file material. The employees' reply must be specifically related to the particular derogatory material questioned.
- C. Each employee shall have the right to insert material relevant to the employee's service in the district.

#### 3.14 Use Of School Facility

The Union shall be granted the right to use the school facilities for Union Teacher membership meetings. Meetings shall be held during non-school hours, and written notice of meetings shall be given to the Superintendent at least 24 hours prior to the meeting.

Use of the school building shall not interfere with or interrupt normal school operations or other uses previously committed. When custodial services are required by the Superintendent, the Board may make a reasonable charge to the Union for such service.

Such use as above shall not be granted to the Union during such time as the Union has declared a strike.

#### 3.15 Tutoring

Teachers and Teacher Aides shall not render tutorial services for students enrolled in classes of the school district for pay unless it is part of an approved educational program.

Facilities, equipment or materials of the school district shall not be used for tutoring pupils or other purposes not a part of the regular program of the school district unless with the approval of the Board of Education and/or Superintendent.

Teachers and teacher aides shall make arrangements with students who need help to provide such before and after school and during planning periods.

#### 3.16 Teachers' Meetings

There will be no more than two mandatory building faculty meetings per month called by the administration, barring an emergency. These faculty meetings will not normally exceed one hour. Teacher aides may be excused from faculty meetings by the Superintendent. Teachers shall be furnished a general outline at least 24 hours in advance.

### 3.17 Notice of Available Teaching Positions

The Administration shall conspicuously post a notice of any teaching position available with the District within a reasonable time after the Board has determined the availability of such position. Consideration for all open positions will be given to present staff members prior to seeking teachers from outside the district.

### 3.18 Professional Attire

District personnel are expected to use good judgment and to be groomed in accordance with generally accepted professional standards for their particular positions and duties. In the interest of establishing a professional image for our employees, promoting good grooming among students, ensuring an environment conducive to learning and promoting a working environment that is free from unnecessary disruption, the following guidelines shall apply to the manner of dress and grooming for all District personnel:

- A. Employees are prohibited from dressing in a manner which is inimical to, or constitutes a threat to, the health, safety, or welfare of students or employees.
- B. No employee is permitted to dress in a manner inconsistent with his/her job duties. A manner of dress of item thereof is only permissible to the extent that it would not distract students or disrupt the educational process. Visible body piercing (this does not apply to wearing of earrings), including the wearing of nose rings, eyebrow rings, and rings in the lips are prohibited.
- C. When teachers are attending outside functions representing the School, jeans should not be worn, unless it is an event where jeans are commonly worn.
- D. Condition of clothing; no frayed items and no holes.
- E. Clothing and jewelry shall be free of writing, pictures, or any other insignia which are crude, vulgar, obscene, profane, sexually suggestive, or advocate prejudice against any group/individual, or advocate the use of drugs or alcohol.
- F. Clothes shall fit appropriately and conceal undergarments at all times. Fishnet fabrics, halter tops, off-the-shoulder or bare midriffs, and skirts or shorts shorter than mid-thigh are prohibited.
- G. Hats and caps shall not be worn indoors.

## ARTICLE IV LEAVES OF ABSENCE

### 4.1 Sick Leave

The above accumulates to the lesser of three hundred forty (340) days or the maximum number of days allowed by TRS/IMRF to be applied towards an enhanced retirement benefit. An employee accumulates sick leave according to the percentage of time worked (if the employee works a half-time position, then that employee will only accumulate half of the possible sick time for that year). For instance, one sick day for a person who works only four hours per day shall be four hours in length. Likewise, a person

working a full day, but only working three days per week, (3/5ths time) shall only be entitled to 3/5ths of the number of sick days which a full-time daily employee would receive.

Pregnancy is classified and treated the same as any other illness or disability.

The Board of Education shall grant their full-time teachers and aides sick leave provisions in the amount of ten (10) days of full pay in each school year. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. For the purpose of this provision, immediate family shall include parents, spouse, civil union partner, brothers, sisters, children, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles and legal guardians.

The Board of Education may require a physician's certificate as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

#### 4.2 Personal Leave

Each employee shall be granted five (5) personal days per year for personal business or emergency without loss of pay or deduction of sick leave, subject to the conditions set forth below:

- A. A written request shall be submitted to the Superintendent at least three (3) school days prior to the date requested. It shall not be necessary for the employee to include the reason for taking such leave when making the request if consistent with the notice provision contained in this section.
- B. Personal leave shall not be allowed for a day immediately before or after a holiday or scheduled vacation, except under the following circumstances. The Employee shall provide ten (10) working days written notification to the Superintendent of his/her intent to make use of this section. Even so, the Employee shall not be allowed to take said day, pursuant to this Section, unless the Head Teacher is able to locate a substitute Employee to work in place of the absent Employee on the day requested. The District shall use reasonable efforts in attempting to locate a substitute Employee.
- C. No more than two (2) employees per building may use personal leave on a given day.
- D. In the event of an employee emergency, the Superintendent may waive the above conditions. It shall be up to the Superintendent to determine if an emergency exists.
- E. Unused personal leave days shall be accumulated as sick leave days.

#### 4.3 Bereavement Leave

In the event of the death of a member of an employee's family (family being those for whom the employee is allowed to take sick leave pursuant to Section 4.1 of this Agreement), such employee shall be entitled to a maximum of three (3) days of absence per year without loss of pay and without loss of personal or sick leave. If the bereavement leave extends beyond the maximum allowable, the employee shall be allowed to use sick days, with the prior permission of the Superintendent.



#### 4.4 Jury Duty

Payment in full by the Board shall be made to an employee on jury duty provided such employee refunds to the Board the amount received as payment for such service, assuming that pay for duty is less than the employee's regular pay. Daily rates received for such duties shall be reimbursed to the Board only for those working days when the employee was absent and do not include any compensation received for food or travel.

#### 4.5 Child Care Leave

The Board of Education shall provide any full-time teacher or aide an unpaid child care leave. A written plan shall be submitted to any Superintendent at least (40) calendar days prior to the effective date of the leave. The Superintendent shall present the plan to the Board at their next available board meeting. The plan shall indicate the last expected working day of the employee and expected date of return to service. An employee on child care leave maintains all rights, benefits, and privileges upon returning from the leave. Notwithstanding the above, the employee will not accumulate seniority during the leave. Upon completion of the child care leave, the Board will consider, but does not guarantee, that the employee will resume the assignment performed by her prior to the commencement of the leave. All provisions contained in this section shall apply for the legal adoption of a child six (6) years or younger.

### ARTICLE V PAY

#### 5.1 Payroll Distribution

Payroll checks shall be regularly issued on or before the 15<sup>th</sup> and 30<sup>th</sup> day of each month. During the summer period, checks stubs shall be mailed to the designated address of the employee. It shall be the responsibility of the employee to keep the Superintendent's office informed of his/her current address.

#### 5.2 Extracurricular and Extra Duty Pay

Extracurricular and extra duty pay shall be compensated as set forth in the schedule attached hereto as Appendix B. If the activity is seasonal it shall be paid in the next paycheck following the completion of said activity. If the activity is all year, it shall be prorated on each paycheck.

Ordinarily, all co-curricular activities shall be offered to employees covered by this Agreement prior to seeking persons from outside the school for sponsors. In the event that a non-staff member is currently an active sponsor, that person shall maintain that position unless it is determined by the board that a change in sponsorship is needed.

#### 5.3 Seniority

Definition. Seniority, as contemplated in this Agreement, shall be defined as the length of service within a category of position in a specific bargaining unit in the District as an employee. For the purposes of this Agreement, all Bargaining Unit Members shall be placed in one of the following classifications based on their current assignments:

A. Special Education Aides

- B. TMH Aides
- C. Media Aides
- D. Teacher Aides
- E. Reading Aides
- F. Speech Language Aides
- G. Teachers

Further, the parties acknowledge that certain aide positions are currently filled by employees of the Regional Cooperative. The employees of the Cooperative shall not be considered covered by the terms of this Collective Bargaining Agreement.

Accumulation of seniority shall begin from the employee's first working day of their current duration of employment. Employees must work at least ninety (90) days in the District in a given school year to accrue seniority for that year. In the event that more than one employee has the same starting date of work, position on the seniority list shall be determined by the first date of signing the employment contract. If the first date is the same, a flip of a coin will determine placement. Employees on layoff shall not continue to accrue seniority during the period of such layoff. However, upon recall, an employee shall regain all seniority, sick leave, and salary step rights that he/she had at the time of layoff.

#### 5.4 Salary Provisions

1. The salary schedule(s) as negotiated between the Board and Union can be found in the Appendix A of this Agreement.
2. Salaries and benefits paid to instructional staff members or aides working less than a full scheduled day shall be based on the percent of time scheduled in comparison to a full-time instructional staff member or aide. This percentage will then be multiplied times current salary schedule and benefits.

#### 5.5 Retirement Incentive

##### A. Eligibility

1. The teacher is at least fifty-four (54) and turning fifty-five (55) within six (6) months of his/her last day of service.
2. The teacher has twenty (20) or more years of full-time service with this district prior to the date of retirement.
3. The teacher retires at the end of the applicable school year.
4. The teacher notifies the Superintendent or his/her designee in writing of his/her irrevocable resignation no later than the opening day of school in the fourth year preceding the teacher's retirement.

##### B. Payment of Salary

1. An eligible teacher's TRS creditable earnings in the four years prior to retirement (but after giving notice) shall be no more than six percent (6%) higher than the teacher's creditable

earnings in the prior year. Such increase shall be in lieu of the creditable earnings increase otherwise applicable to the impacted employee pursuant to the Collective Bargaining Agreement.

2. Once an employee submits an irrevocable notice of retirement, that employee shall be removed from the salary schedules of this Agreement. Once the employee submits an irrevocable notice of retirement, in no case will the employee's TRS creditable earnings increase exceed six percent (6%) of the previous year. Any supplemental duties that are included in the creditable earnings in the year prior to giving notice shall be continued during the remaining years prior to retirement, or the fixed creditable earnings shall be reduced accordingly. Even if another provision of this Collective Bargaining Agreement would otherwise provide, in the event of teacher's TRS creditable earnings would increase by more than six percent (6%), or any such amount that would trigger a District-paid penalty or fee to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this provision.
3. The purpose of this section is to avoid in all circumstances any payment by the District of a Board-paid penalty or fee to TRS, or any Board or District liability to fund any portion of the teacher's TRS annuity due to increase in compensation from one year to the next. This section does not apply to teachers who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within five (5) years of the end of the school year in which the compensation is earned.
4. If the sum or percentage amount triggers any obligation for the District or Board to pay additional amounts to cover all or part of the teacher's retirement annuity or cover any Board or District paid penalty or fee to TRS, then the maximum of the teacher's creditable TRS earnings from employment in this School District shall decrease so as to avoid any Board or District-paid penalty or fee.

#### C. Early Retirement

1. If a member should elect to avail him/herself of the early retirement provisions under the laws of the State of Illinois "Early Retirement Program" which requires a one time contribution to the "Teachers Retirement System" by both the employee and the District, the employee may not participate in the Retirement Incentive set forth elsewhere in this Agreement.
2. The Board reserves the right to limit the number of employees retiring under the statutory ERO provision to 10% of eligible employees based upon their seniority in the District.

#### D. Miscellaneous

1. Nothing herein prohibits the Board (with the approval of the Union) from enhancing a teacher's retirement benefits in order to save the District money and improve the teacher's retirement benefits.
2. If the state or federal government or any other governmental agency enacts, offers or mandates any other early retirement plan or statute, employees may not access or elect to receive benefits under this Agreement in combination with any other such statutory or contractual retirement plan.

## E. Savings Provision

In the event the State of Illinois enacts legislation which increases the financial liability of the District above and beyond that which it currently would have under existing law, and such legislation as applied would affect the District's obligation in connection with any teacher retiring under this Agreement, then the parties agree that the Board shall only be obligated to make payments under this Section 5.5 to the extent that the District does not incur increased liability to the teacher, the Teacher Retirement System, or any other entity.

## ARTICLE VI GRIEVANCE PROCEDURE

### 6.1 General

1. Grievance Definition - A grievance shall mean a complaint that contends:
  - 1.1 That there has been an alleged violation, misinterpretation or misapplication of any of the provisions of this Agreement.
  - 1.2 Any grievance must be filed within a twenty (20) working days of when the grievant knew or should have known of the alleged violation.
2. The Union Executive Board has the right to withdraw from any grievance.
3. Any Teacher or Teacher Aide who is formally reprimanded, disciplined or discharged shall have the right of grievance.
4. The attorney for either party shall be permitted to be present at the various steps of the grievance and arbitration procedures provided that notification of this is given to the other party twenty-four (24) hours in advance.

### 6.2 Procedure

Step One – The aggrieved employee or Union shall notify the Superintendent or his/her official designee in writing of the grievance within twenty (20) working days of when a grievant knew or should have known of the alleged violation. The Superintendent shall arrange for a meeting within ten (10) working days between the Superintendent or his/her designee, and the aggrieved. A decision shall be submitted to the aggrieved in writing by the Superintendent or submitted to the aggrieved in writing by the Superintendent or his/her designee within ten (10) working days after this meeting.

Step Two – If the grievance is not resolved at Step One, the employee or Union shall notify the Board or its official designee in writing of the grievance and arrange for a meeting to be held at the next regularly scheduled Board Meeting. Following that meeting, a decision shall be submitted to the aggrieved in writing by the Board President or his/her designee within ten (10) working days.

Step Three – If the grievance is not resolved at Step Two, the Union may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within twenty (20) days of the date for the Step Two decision, the grievance shall be deemed withdrawn.

The parties shall jointly request the Federal Mediation and Conciliation Service to submit to them a list of five (5) arbitrator's names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From the final list, the parties shall alternately strike one name, with the party initiating arbitration striking first and alternately thereafter in future selections until only one name remains. That individual shall serve as the arbitrator. The arbitrator so selected shall be jointly notified of his/her selection and requested to contact the parties with respect to scheduling the hearing. If the individual selected cannot serve, the parties shall request another list and repeat the striking process to determine another arbitrator to serve. Failure of a party to act with regard to striking in turn within thirty (30) days shall constitute a waiver of the right to select an arbitrator. In such a case, the other party shall select an arbitrator from the list and arbitration shall proceed.

A complaint shall first be discussed with the complainant and the person(s) against whom the complaint is registered and a designee if desired, with the object of resolving the matter informally. The Union grievance committee representative may attend the meeting if desired by the complainant. Both parties shall initial a statement that this meeting was held.

The arbitrator's opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority will be strictly limited to deciding only the issue(s) presented in writing by the Board and the Union, and the arbitrator's decision must be based solely upon interpretation of the meaning or application of the express relevant language of this Agreement.

The decision of the arbitrator, if made in accordance with the arbitrator's jurisdiction and authority under this Agreement, will be accepted as final.

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

### 6.3 Disclosure

Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

### 6.4 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent, but if withdrawn shall not be reinstated during the term of this Agreement.

Nothing in the grievance procedure shall limit the rights or representations of the grievant in the proceedings.

### 6.5 General Provisions

A. If it becomes necessary for an employee to testify at a grievance hearing during work hours, the employee shall be excused with pay for the purpose as long as the cost of any substitute is provided to the Board.

- B. If a grievance arises from the action of an authority higher than the Superintendent of the school, the Union may present such a grievance at the appropriate steps of the grievance procedure.
- C. Any party to a grievance shall have copies of all testimony and all material submitted by other parties concerned in the grievance, upon request.
- D. Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.
- E. The Board will attempt to arrange conferences held under this procedure to be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- F. All time limits may be extended by mutual agreement between the parties.

ARTICLE VII  
TECHNICAL CLAUSES

7.1 No Strike

Neither the Union nor any officers, or employees will engage in, any strike, sympathy strike, secondary boycott, or residential picketing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Board. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

7.2 External Law

- A. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause of this Agreement, said article, section or clause as the case may be, shall be automatically renegotiated, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement.
- B. If there is any conflict between the provisions of this Agreement and any legal obligation or affirmative action requirements imposed on the Board by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

7.3 Negotiation Procedures

Negotiations regarding extension or renewal of this Agreement shall begin on a date upon which the Board and the Union agree, in the year in which the Agreement expires, unless otherwise agreed in writing by the parties. (This provision shall have no application to negotiations which the parties may or may not engage in, as applicable, as it relates to Reduction in Force).

#### 7.4 Complete Understanding

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, as it relates to the express language contained in this Agreement or negotiated during the bargaining process.

#### 7.5 Tort Immunity Act Language

All members of the school staff are members of the school's Risk Management Team and have a responsibility to help prevent accidents and damage to school property. Injuries to people and damage to property can be minimized if all members of the school would take time, while here at school to report any of the following:

1. Any defects or deficiencies in machines, i.e., computers, iPads, laptops, smartboards, copiers, telephones, etc.
2. The existence of any potholes in the parking lots or in the asphalt walkways;
3. Any problems with stairs, carpeting, and tiles;
4. Any ice or debris on walk area;
5. Any unsafe or broken chairs or furniture;
6. Any damage to safety signs or devices; and
7. Any activities by students, staff, or faculty, which might cause damage.

Please report any problems to the Superintendent.

#### 7.6 Ratification Of Agreement

This document will not be considered binding until such time as the Union has formally notified the Board in writing of official acceptance of this document by the membership and subsequent approval by formal Board action at a public Board meeting

#### 7.7 Duration of Contract

This contract is effective as of July 1, 2013 and terminated July 1, 2017

7.8 Execution

In Witness whereof, the parties have executed this Agreement by their duly authorized representatives.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Nettle Creek Community Consolidated  
School District #24C

\_\_\_\_\_  
Nettle Creek Council American  
Federation of Teachers  
Local 604

ATTESTED:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary



APPENDIX A  
COMPENSATION

Teachers						
Teacher	Years	Education	3%	3%	2%	2%
			2013-14	2014-15	2015-16	2016-17
Teacher 1	4	BS+8	\$39,113.22	\$40,286.62	\$41,092.35	\$41,914.20
Teacher 2	30	BS+8	\$52,646.51	\$54,225.91	\$55,310.43	\$56,416.64
Teacher 3	10	MS	\$48,173.22	\$49,618.42	\$50,610.79	\$51,623.00
Teacher 4	8	BS	\$40,787.09	\$42,010.71	\$42,850.92	\$43,707.94
Teacher 5	12	BS+24	\$44,116.05	\$45,439.54	\$46,348.33	\$47,275.29
Teacher 6	7	BS+24	\$41,511.18	\$42,756.52	\$43,611.65	\$44,483.88
Teacher 7	27	BS+24	\$51,918.30	\$53,475.85	\$54,545.37	\$55,636.28
Teacher 8	10	BS	\$41,827.39	\$43,082.22	\$43,943.86	\$44,822.74
Teacher 9	13	BS+24	\$44,636.20	\$45,975.29	\$46,894.80	\$47,832.69
Teacher 10	27	BS+24	\$58,699.82	n/a	n/a	n/a

*The salaries shown above do not include the District's TRS contributions.*

The base pay for new hires shall be: 2013-2014--\$37,305; 2014-2015--\$38,051; 2015-2016--\$38,432; and 2016-2017--\$38,816.

Employees shall receive the following salary raises each year: 3% for 2013-2014; 3% for 2014-2015; 2% for 2015-2016; and 2% for 2016-2017, provided that the Teacher complete at least three (3) credit hours of approved college coursework, consistent with other provisions of this Agreement, within the first two (2) years of this Agreement. The official transcript for such coursework must be received by the District no later than September 15<sup>th</sup>, 2015. Any Teacher who does not complete such coursework within the first two (2) years of this Agreement will forfeit his/her annual percent raises for the final two (2) years until such time that the coursework is completed.

The table above reflects teachers' levels of educational attainment on which their 2012-13 salaries were based. The salary increases shown are based on those 2012-13 salaries. Any additional salary increases for further educational attainment shall be granted according to Section 3.3 of this Agreement entitled "Salary Advancement" and shall apply the values set forth in the following paragraph:

Teachers shall receive an additional \$400 salary increase for attaining each of the following: BS+6, BS+9, BS+12, BS+15, BS+18 and/or BS+24. Teachers shall receive an additional \$1,000 salary increase for attaining a Master's degree. Teachers shall receive an additional \$900 for attaining each of the following: MS+6, MS+12, MS+18 and/or MS+24.

In addition to the other payments made by the District either to, or on behalf of all applicable employees under this agreement, the District agrees to pay 9.4% of the teacher's creditable earnings to the Teacher's Retirement System (TRS). In addition to the other payments made by the District either to, or on behalf of all applicable employees under this agreement, the District agrees to pay .92% of the teacher's creditable earnings to the THIS Fund contribution (THIS). Any additional payments due to

TRS or THIS from the employee, above and beyond the percentage set forth above, shall be the responsibility of the employee.

To the extent, during the term of this contract, that the State of Illinois adopts legislation which reduces the financial liability of the employee, to TRS or THIS, the District shall not be required to pay more than the total due to TRS or THIS on behalf of the employee.

#### Non Certified Aides

The pay for non-certified Aides shall be \$11.75 per hour from the 2013-14 through the 2016-17 school years.

## APPENDIX B

### EXTRA-CURRICULAR

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Head Teacher	\$1,110	\$1,132	\$1,155	\$1,178
Grade 7/8 Sponsor	\$343	\$350	\$357	\$364
Scholastic Bowl	\$1,110	\$1,132	\$1,155	\$1,178
Track Coach	\$2,221	\$2,265	\$2,310	\$2,356
Cheerleading Coach	\$2,221	\$2,265	\$2,310	\$2,356
Volleyball Coach	\$2,221	\$2,265	\$2,310	\$2,356
Girls Basketball Coach	\$2,221	\$2,265	\$2,310	\$2,356
Boys Basketball Coach	\$2,221	\$2,265	\$2,310	\$2,356
Yearbook	\$355	\$362	\$369	\$377
Book Fair	\$355	\$362	\$369	\$377
Athletic Director	\$2,221	\$2,265	\$2,310	\$2,356
Computer Tech "Web"	\$866	\$883	\$901	\$919
Speech	\$530	\$541	\$552	\$563
Boys Volleyball	\$2,221	\$2,265	\$2,310	\$2,356