

Collective Bargaining Agreement

Gardner-South Wilmington Township
High School District #73
Grundy and Kankakee Counties, Illinois
And
Gardner-South Wilmington Council,
AFT Local 604 AFL-CIO

July 1, 2016 – June 30, 2020

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**GARDNER/SOUTH WILMINGTON COUNCIL
OF AFT LOCAL 604**

**ARTICLE I
RECOGNITION**

The Board of Education of Gardner-South Wilmington Township High School District No. 73, Grundy and Kankakee Counties, Illinois, hereinafter referred to as the "Board", recognizes Gardner/South Wilmington Council of AFT Local 604 hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for all full-time and regularly employed part-time teachers, hereinafter referred to as "Teachers", specifically excluding the Superintendent, Assistant Superintendent/Principal, Secretarial staff, Custodial staff, Cafeteria staff, and positions which are excluded by the terms of the Illinois Labor Relations Act. The ILRA also specifically names temporary (short-term) and student positions as being excluded from this agreement.

The Board agrees not to negotiate with any other teacher's organization, or individual teacher, with regard to these items contained in this Agreement for the duration of this Agreement.

**ARTICLE II
PART TIME BENEFITS**

All part-time teachers shall receive pro-rata salary and benefits based on the percentage of time they work. Benefits include sick leave and personal leave.

Part-time teachers shall remain on the same step of the salary schedule for two years before moving to the next step. This procedure shall continue for as long as the part-time teacher remains in District #73.

Initial placement of a part-time teacher on the salary schedule shall be at the sole discretion of the Board of Education except that no part time teacher shall be placed higher on the salary schedule than a step that coincides with one-half (1/2) of their previous teaching experience.

**ARTICLE III
LEAVES**

- 3.1 SICK LEAVE - Each employee shall be entitled to twelve (12) sick leave days per school year when non-tenured and fourteen (14) sick leave days per school year tenured without loss of pay. Sick leave shall accumulate from year to year to a maximum of 340 days, which maximum shall not include the twelve (12) or fourteen (14) sick leave days to which each employee is entitled for the current school year. Sick leave shall be interpreted to mean serious personal illness or serious illness or death of a member of the immediate family of the employee. Immediate family as defined in the School Code. Unused sick leave days beyond the maximum of 340 shall be compensated at the rate of \$20.00 per day. Pay for unused sick leave days will be paid on the first payday following the school year.

3.2 PERSONAL BUSINESS LEAVE – The Board will grant each employee three (3) days personal business leave per school year without loss of pay, provided that:

- A. Written advance notice of the necessity for personal business leave shall be submitted as soon as possible to the Superintendent or his designee.
- B. Personal business leave may only be used on the school day preceding or immediately following a school holiday or vacation if approval is granted by the Superintendent.
- C. No more than two (2) employees shall be permitted to utilize a personal business leave day on the same calendar date.
- D. The first and last days of teacher attendance in any given school year are not eligible for personal business leave.
- E. Approval will not be given for more than one day to be used by an individual teacher before or after a holiday or the combination of before and after a holiday.

Teacher may roll unused personal leave days over into accumulated sick leave.

3.3 PROFESSIONAL LEAVE – The Board will grant two (2) days of professional leave per year to each employee covered by this Agreement for professional development; provided, however, that:

- A. Prior written approval must be given by the Superintendent for such professional leave;
- B. The professional leave must relate directly to the employee's classroom and professional duties within this School District; and,
- C. Said professional leave shall be non-cumulative and, in the event that any employee does not use his or her professional leave, said employee shall not be compensated for any unused professional leave days.
- D. Each teacher shall demonstrate knowledge attained through one of the following:
 - 1. submitting a written report to the Board,
 - 2. presenting at a Board meeting, or
 - 3. presenting to Faculty at a scheduled faculty meeting or a department meeting.

In the event that the Board directs an employee to participate in any particular professional conference or meeting, then the Board shall pay the required tuition, fees, and mileage to and from the location of the conference or meeting and Gardner, Illinois. Additionally, in the event that the Board directs an employee to participate in

any particular professional conference or meeting, the days so spent shall not be deducted from the number of professional leave days allowed to such employees.

3.4 CHILD CARE LEAVE – The Board may grant child care leave without pay to fulltime tenured teachers in the District subject to the following conditions:

- A. All such leaves shall be for a fixed period with specific beginning and ending dates not to exceed fifteen (15) weeks in duration. The length of such leaves shall be mutually agreed upon by the teacher and the administration provided the termination of such leave during the school year shall be nonprecedential.
- B. The teacher may apply for an extension of a leave granted at any time prior to ninety (90) days before the leave is to terminate. Granting of such an extension shall be at the sole discretion of the Board and will in each case terminate with a fixed date and shall be non-precedential.
- C. Requests to the Board for child care leave shall be in writing and made no later than seventy-five (75) calendar days prior to the date the teacher is requesting the leave to commence.
- D. Accumulated sick leave may be used during periods of pregnancy-related illness or disability but is not available during unpaid child care leaves.
- E. In the case of adoption, a teacher shall keep the Superintendent and/or designee informed and make appropriate arrangements for the commencement and the duration of the leave with the Superintendent.

3.5 BEREAVEMENT DAYS – Each employee shall annually receive three (3) bereavement days for the school year. Bereavement days may be used for family as defined by the school code as well as aunts, uncles, and cousins. Documentation such as a funeral notice may be required for absence ~~such an absence as a funeral notice~~. There shall be no accumulation of bereavement leave from one school year to the next school year. The three (3) days shall not be deducted from the accumulated days of sick leave or personal leave.

3.6 BORROWED SICK DAYS – Teachers may, during an extended illness or injury of themselves or in one's immediate family or household, borrow from their own "future" sick leave days not to exceed ten (10) days upon the depletion of their accumulated sick leave. These days will be subtracted from the sick leave days they accumulate in the future. Additional days above ten (10) may not be borrowed until the current borrowed days are "paid back" by the advent of a new school year.

In the event that a teacher who has borrowed future sick leave days leaves the employ of the school district for whatever reason, the sick leave days that the employee has borrowed from future years shall be considered dock days, and the amount of salary for these days shall be deducted from the employee's final paycheck(s). The Superintendent is responsible for its implementation and recommendation to the Board for its approval. This article will be non-grieveable.

ARTICLE IV GRIEVANCE PROCEDURE

4.1 DEFINITIONS

- A. Any claim by the Union or any teacher that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.
- B. All time limits contained herein shall consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school year, time limits shall consist of all weekdays. In summer months, time limits shall be doubled.

4.2 PROCEDURES – The parties hereto acknowledge that it is usually most desirable for a Teacher and his or her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a Union representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the Teacher or the Union, a grievance may be processed as follows:

- A. The Teacher or the Union may present the grievance in writing, within ten (10) days of the date of the event giving rise to the grievance, to the immediately involved supervisor, which grievance shall state the article, section and clause of this Agreement alleged to be violated, misrepresented or misapplied, and which grievance shall further state the remedy which is sought. Within five (5) days after the receipt of the grievance, the immediately involved supervisor will arrange for a meeting to take place. The Union's representative shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Union shall be provided with the Supervisor's written response.
- B. If the grievance is not resolved in step 4.2A, then the Union may refer the grievance to the Superintendent or his officially designated representative within five (5) days after the receipt of the Step 4.2A answer or within ten (10) days of the Step 4.2A meeting, whichever is later. The Superintendent shall arrange with the Union for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counsel as it deems necessary. Within five (5) days of the meeting, the Union shall be provided with the Superintendent's written response.
- C. If the Union is still not satisfied with the disposition of the grievance at Step 4.2B or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the Administration of the proceeding.

If a demand for arbitration is not filed within thirty (30) days for the 4.2B answer, then the grievance shall be deemed withdrawn.

1. The Union shall not be permitted to assert any grounds or evidence before the Arbitrator which were not previously disclosed to the immediately involved supervisor and the Superintendent. Similarly, neither the Board nor its Superintendent shall be permitted to assert any grounds or evidence before the Arbitrator which were not previously disclosed to the Association.
 2. The Arbitrator shall have no power to alter the terms of this Agreement.
 3. Each party will pay its own costs of representation and the cost of a transcript of the arbitration proceedings, if requested.
 4. The cost of the American Arbitration Association is to be shared equally by the parties.
- 4.3 BYPASS TO SUPERINTENDENT – If the Union and the Superintendent agree, Step 4.2A of the grievance procedure may be bypassed and the grievance brought directly to arbitration.
- 4.4 BYPASS TO ARBITRATION – If the Superintendent and the Union agree, a grievance may be submitted directly to arbitration.
- 4.5 CLASS ACTION GRIEVANCE – Class action grievance involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Union at Step 4.2B.
- 4.6 UNION PARTICIPATION – TEACHER REPRESENTED – The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if the Union's representative is not present.
- 4.7 UNION PARTICIPATION – TEACHER NOT REPRESENTED – When a teacher is not represented by the Union, the Union shall have the right to have its representative present to state its view at any stage where the grievance is to be adjusted.
- 4.8 BOARD NOTIFICATION OF GRIEVANCE – The Board shall be notified in writing of all unresolved grievances prior to Step 4.2C.
- 4.9 NO REPRISALS CLAUSE – No reprisals shall be taken by the Board or Administration of the School District against any teacher because of his or her participation in a grievance.
- 4.10 RELEASE TIME – Should the processing of any grievance require that the grievant or the Union representative be released from his or her assignment, then he or she shall be released without loss of pay or benefit.

- 4.11 FILING OF MATERIALS – All records related to a grievance shall be filed separately from the personnel files of the participant.
- 4.12 GRIEVANCE WITHDRAWN – A grievance may be withdrawn at any level without establishing precedent and if withdrawn the grievance shall be treated as not ever having been filed.

ARTICLE V WORKING CONDITIONS

- 5.1 LENGTH OF SCHOOL YEAR – The school year for teachers covered by this Agreement shall consist of 180 days. Although the school calendar may provide for 185 days, sufficient non-work days shall be given so that the 180 work day calendar will not be exceeded.
- 5.2 LENGTH OF SCHOOL DAY – The school day for teachers shall be seven (7) hours and forty (40) minutes. The normal work day shall start at 7:45 a.m. and end at 3:25 p.m. Any deviation from the normal work day must be approved by the administration. The normal student day shall start at 8:00 a.m. and end at 2:58 p.m. On Fridays, teachers can leave after the buses leave.
- 5.3 PLAN TIME – Each full-time classroom teacher will receive the equivalent of 50 minutes of plan time daily.
- 5.4 SENIORITY - Seniority, the length of service as a full-time teacher, shall be computed from the date of Board hiring or the date of service began, whichever date is earlier. In order to advance on the salary schedule and the seniority list, a teacher may use no more than sixty (60) days of unpaid leave in a given school year.
- 5.5 PERSONNEL FILE – Only one (1) official file shall be kept for each teacher by anyone anywhere, in or outside the schools. Each teacher shall have access to his/her file and has a right to insert materials relevant to his/her service in the district. Letters of recommendation written for the teacher may not be viewed by the teacher.

Should disciplinary material be added or deleted from a teacher's personnel file, the teacher must be notified.

The Personnel Records Review Act shall be followed.

No derogatory material will be added to a teacher's file unless the material to be filed has been signed and dated by the teacher. Teachers are obligated to sign such material recognizing that signing only indicates that the teacher has seen and read the material. Signing does not imply that the teacher agrees with the material.

Teachers have the right to attach dissenting or explanatory material to any item in his/her file.

5.6 ATTENDANCE AT SCHOOL FUNCTIONS - Teachers will be required to chaperone one (1) student social function per year. All teachers are required to attend graduation and freshman orientation day. Coaches are required to attend the athletic banquet. In case of paid duties, when there are no volunteers, teachers will be obligated to take on sponsorship and extra curricular official duties such as scorekeepers, clock keepers and ticket takers. Assignment of activities shall be done on an equitable basis.

5.7 POSTING OF POSITIONS – All vacancies (newly created positions or positions that become available because the employee holding that position has left the district or bargaining unit) shall be made available to all teachers as they occur.

All vacancies must be posted for five (5) working days prior to being filled.

5.8 COMMITTEES - All school committees shall meet during contractual hours. Committee assignments shall be divided up evenly among faculty members. Committee meeting times shall be divided equally among existing committees. Before a faculty member is requested to serve on two committees, every faculty member must be assigned to at least one committee. There must be a minimum of two days notice to schedule a committee meeting.

Once per month teachers may be obligated to stay until 4:00 p.m. if necessary.

5.9 SUBSTITUTE PAY – Teachers who substitute for absent teachers shall be paid \$20 for a 50 minute period. In the event that volunteers are not available, teachers may be assigned substitution.

5.10 EXTRA COURSE WORKLOAD – A stipend equal to one-sixth (1/6) of a beginning teacher's pay on the current salary schedule shall be paid to certified employees per year who give up their preparation period or forego their supervision assignment to teach a 6th assignment (an additional class).

ARTICLE VI UNION RIGHTS

6.1 INFORMATION TO UNION – The Board shall furnish to the Union President the following documents:

- Board agendas
- Official Board minutes
- Annual audit
- Current fiscal year budget
- Scattergram (annual)

6.2 UNION-SUPERINTENDENT MEETINGS – The Superintendent and representative of the Union shall meet once a month to discuss matters of mutual concern and contract implementation issues.

6.3 USE OF SCHOOL FACILITIES – In so far as no cost to the district is incurred or no removal of equipment or property from the premises of the district is allowed, it is recognized that reasonable use of school facilities by the Union is permitted.

6.4 FAIR SHARE

All tenured teachers are covered by this fair share provision.

- A. All teachers covered by this Fair Share provision who are not members of the Union, commencing on the effective date of this Agreement and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.
- B. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member teachers and remitted to the Union, provided, however, that the Union shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Union.
- C. Upon receipt of said affidavit the Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted, their work locations and available space to post a notice concerning fair share.
- D. The Union shall cause to be posted a notice containing the fair share fee information specified in Section B above and advising that any non-member may object to the amount of the fee by filing a fair share fee objection or unfair labor practice against the Union with the Illinois Educational Labor Relations Board.
- E. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Board to reduce deductions from the earnings of non-members to said prescribed amount.
- F. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.
- G. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and Board agree to convene negotiations on this matter immediately for the sole

purpose of bringing this Article into compliance with the standards or ruling of said Labor Board or court.

- H. Any faculty member objecting to the Fair Share Fee based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member shall pay an amount equal to the Fair Share Fee to a non-religious charitable organization. Such organization shall be mutually agreed upon by the faculty member and the Union, or in the absence of such agreement, to an organization on the approved list of charitable organizations established by the Illinois Educational Labor Relations Board.
- I. All teachers covered by this Fair Share provision who are not members of the Union, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

ARTICLE VII EVALUATION

The teacher evaluation plan shall be developed in cooperation with the Union.

ARTICLE VIII SALARY

8.1 SALARY SCHEDULE – APPENDIX A

8.2 PAY DAYS – Each employee shall be paid on the basis of 24 equal payments. Payment shall be by direct deposit.

If a regular pay date during the school term falls on a bank holiday, teachers shall be paid on the last non-bank holiday prior hereto and paystubs will be sent via email.

Pay days shall be on the 15th and 30th of each calendar month each year, except during the month of February when pay days shall be on the 15th and the last day of said month.

8.3 TRS CONTRIBUTION – According to authority granted by the Pension Reform Act of 1974, Section 494(h)(2) of the Internal Revenue Code, the Board will, as a fringe benefit, pick up and pay on behalf of each employee the cost of the employee's required contribution to the Teacher's Retirement System not to exceed 9.4%. In addition, the Board will pay .8% for the retired teacher medical insurance.

8.4 EXTRA PAY STIPENDS – The supplemental pay schedule shall be set forth in Appendix B, which is attached to and incorporated into this Agreement.

Supplemental pay shall be added to the Teacher's salary and shall be paid in each pay period so long as the Teacher in question is able to perform the supplemental job to which he or she is assigned. All supplemental pay will be paid on the basis of 24 equal payments.

- 8.5 **PLACEMENT ON THE SALARY SCHEDULE** – For initial placement on the salary schedule, new teachers will be given credit for up to ten years of prior full-time teaching experience at the discretion of the Board of Education. Credit will be issued in full year increments only. If an initial placement has more than 10 years of experience, placement must be mutually agreed upon by the Board of Education and the Union.

ARTICLE IX INSURANCE

- 9.1 **HEALTH INSURANCE** – The Board will provide health insurance to all full-time teachers employed by the Board and shall pay the individual teacher's premium for such health insurance under this Agreement up to \$600 per month. Additionally, for those full-time teachers with dependents, as defined by the terms of the group health policy in force at the time of the execution of this agreement, the Board shall contribute \$60.00 per month towards the purchase of dependent coverage for all full-time teachers electing such dependent coverage.

In addition to health insurance, the Board shall provide at no cost to the teacher, a dental insurance plan.

For year 2017-18, any annual premium cost increase over the \$600 board contribution will be divided with the Board of Education paying 40% of the increase and the employee paying 60% of the increase.

For year 2018-19, any annual premium cost increase over the \$600 board contribution will be divided with the Board of Education paying 40% of the increase and the employee paying 60% of the increase.

For year 2019-20, the Board of Education will pay the first 10% of any annual premium increase over the 2018-19 premiums. The employee will be responsible for any additional increase.

An example:

<u>Year</u>	<u>Premium</u>	<u>Board of Education</u>	<u>Teacher</u>
2016-17	\$600	\$600	\$0
2017-18	\$700	\$640	\$60
2018-19	\$800	\$680	\$120
2019-20	\$900	\$760	\$140

For years, 2017-18, 2018-19, and 2019-20, any annual premium decrease will be divided evenly between the Board of Education and the Union.

- 9.2 RETIRING TEACHERS – Teachers retiring from the district may opt to purchase single or family insurance through the district’s health insurance carrier provided the insurance carrier allows this option. Teachers must notify the district of this intention by the last day of employment in the district.
- 9.3 DEDUCTIBLE TIMETABLE – Each teacher is responsible for paying his or her deductible. Once the teacher has met his/her deductible, the District will reimburse half the deductible amount, not to exceed \$750.
- 9.4 LIFE INSURANCE – In addition to the compensation provided herein, the Board of Education will purchase, on behalf of each full-time teacher covered under the terms of this agreement, a \$30,000.00 term life insurance policy for each such teacher.
- 9.5 HEALTH INSURANCE FOR HOUSEHOLDS WITH MULTIPLE EMPLOYEES – In the event that two employees are legally married or civil union partners pursuant to 750 ILCS 75/1 et seq., the Board will provide the option, for the employees to whom this section applies, to have their Board of Education paid health insurance premiums combined and applied towards a non-individual (ex. Single +1 or Family) insurance package. Each employee is still entitled to the maximum allowable deductible provided for in Section 9.3.

ARTICLE X TUITION REIMBURSEMENT

- 10.1 REIMBURSEMENT FOR GRADUATE WORK – The Board will pay \$150 per semester hour of graduate level college credit for courses taken at a recognized college or university in the employee’s teaching field, or in the field of Education, provided the faculty member teaches at least three school years after receiving reimbursement. A teacher will repay the District any reimbursement received within less than three school years of leaving the District on a pro-rated, basis dependent on the number of school years the teacher has worked in the District since receiving reimbursement [for example: a teacher who receives reimbursement, then resigns after working two school years in the District will repay one-third (1/3) of the reimbursement]. The employee shall submit an application for reimbursement prior to enrolling in the course. All applications for reimbursement must be approved by the Superintendent. Reimbursement shall be paid in September, February and June after complete transcripts are submitted to the district office from the College or University. Tenured teachers shall be limited to fifteen (15) hours of reimbursement per fiscal year (July 1-June 30) and non-tenured teachers shall be limited to ten (10) hours of reimbursement per fiscal year (July 1-June 30). Teachers may not bank hours to use for reimbursement in a different year.

ARTICLE XI RETIREMENT

11.1 QUALIFICATIONS – A bargaining unit member may elect to participate in the retirement incentive program provided they must:

- A. Be at least fifty-five (55) years of age by June 30 of the retirement year and have at least 15 years of full-time teaching service at GSW High School District.
- B. Notify the Superintendent in writing of their intention to participate prior to May 1 four years before their last full year of employment. Such notice must be in the form of an irrevocable letter of retirement.
- C. The teacher must be eligible to retire under the Illinois Teacher's Retirement System (TRS) and receive an immediate retirement benefit.
- D. Have sufficient service credit and/or age credit with TRS to exempt the District from the payment of any "employer" penalty or other additional amount to TRS.

11.2 PROVISIONS – Subject to the qualifications above and the limitations below, the retirement incentive is as follows:

Four year Program: If approved, the teacher's salary in the final four years of service shall be adjusted so as to ensure that the teacher receives a 6% increase in creditable earnings in each of their last four years of service with the District.

11.3 LIMITATIONS – The following limitations apply to those participating in this incentive:

- A. Any TRS creditable compensation and/or benefit increases under this Voluntary Retirement Incentive or otherwise shall not exceed the maximum amount which results in the employee's retirement annuity being fully funded by the Illinois Teachers' Retirement System, without Board liability for any portion for the employee's retirement annuity. The employee's TRS creditable earnings (including but not limited to salary increases, stipends and retirement incentives), whether under this Voluntary Retirement Incentive or otherwise, shall not increase from one school year to the next by more than 6% or otherwise be increased so as to create Board liability for any portion of the employee's retirement annuity or result in any Board paid penalty to TRS. In no event will the compensation and/or benefit increases exceed the threshold amount which triggers any obligation for the Board to pay additional amounts (in the form of a one-time payment or payments over time) to cover all or part of the employee's retirement annuity or to cover any Board paid penalty to TRS. Notwithstanding any contrary or other provision of this Voluntary Retirement Incentive, in the event the employee's TRS creditable earnings would increase by more than 6% in any given year of the Voluntary Retirement Incentive, the employee shall only receive the maximum increase allowed under this Section of the Voluntary Retirement Incentive.
- B. The compensation and increases in the compensation provided for in this Voluntary Retirement Incentive are conditioned upon the employee's fulfillment of the full term of this Voluntary Retirement Incentive. If the employee fails to complete the full term of this Voluntary Retirement Incentive, and instead ceases to work for the District for any reason whatsoever, voluntary or

involuntary, including but not limited to termination of employment, the employee acknowledges and agrees that his/her compensation set forth in paragraph 3.a of this Voluntary Retirement Incentive. In the event such an adjustment is required for compensation previously paid, the employee agrees to reimburse the Board in the amount required to achieve compliance with paragraph 3.a above, and to cooperate with the Board in the submission of an adjusted creditable earnings statement to TRS.

C. This provision is subject to TRS rules and regulations.

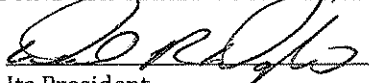
ARTICLE XII EFFECT OF AGREEMENT

- 12.1 **NO STRIKE** – During the term of this Agreement and any extension thereof, the Board shall not lock out any of its employees covered by the terms of this Agreement. Similarly, no employee, nor the Union nor any person acting on behalf of the Union shall ever or any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.
- 12.2 **CONFORMITY TO LAW** – Should any article, section, or clause of this Agreement be declared illegal by any final order of a Court of Competent Jurisdiction, then said article, section, or clause shall be renegotiated by the parties hereto, but the remaining articles, sections, and clauses shall remain in full force and effect and said renegotiation shall extend only to that article, section, or clause which was so declared illegal and shall not extend to any items otherwise provided for herein or excluded here from.
- 12.3 **MANAGEMENT RIGHTS** – It is expressly understood and agreed that all functions, rights, powers, or authority of the School District and the Board of Education vested by the statutes of the State of Illinois 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.
- 12.4 **TERMS OF AGREEMENT** – This Agreement shall be effective July 1, 2016 and shall continue in effect until June 30, 2020.

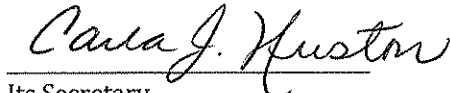
This Agreement is signed this 11 day of August 2010.

BOARD OF EDUCATION OF GARDNER-SOUTH WILMINGTON
TOWNSHIP HIGH SCHOOL DISTRICT #73
GRUNDY AND KANKAKEE COUNTIES, ILLINOIS

BY

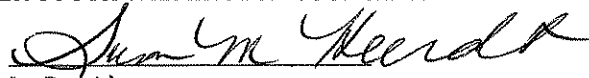

Its President

BY


Its Secretary

GARDNER-SOUTH WILMINGTON COUNCIL OF AFT LOCAL 604

BY


Its President

BY

Its Building Representative

APPENDIX A

Gardner-South Wilmington High School Salary Schedule 2016-2017

	BS	BS+8	BS+16	BS+24	MS	MS+15	MS+30
1	\$33,655	\$34,466	\$35,278	\$36,089	\$36,901	\$37,713	\$38,524
2	\$34,683	\$35,494	\$36,306	\$37,118	\$37,929	\$38,741	\$39,552
3	\$35,711	\$36,522	\$37,334	\$38,146	\$38,957	\$39,769	\$40,580
4	\$36,739	\$37,550	\$38,362	\$39,174	\$39,985	\$40,797	\$41,608
5	\$37,767	\$38,578	\$39,390	\$40,202	\$41,013	\$41,825	\$42,636
6	\$38,795	\$39,606	\$40,418	\$41,230	\$42,041	\$42,853	\$43,665
7	\$39,823	\$40,634	\$41,446	\$42,258	\$43,069	\$43,881	\$44,693
8	\$40,851	\$41,663	\$42,474	\$43,286	\$44,097	\$44,909	\$45,721
9	\$41,879	\$42,691	\$43,502	\$44,314	\$45,125	\$45,937	\$46,749
10	\$42,907	\$43,719	\$44,530	\$45,342	\$46,153	\$46,965	\$47,777
11	\$43,935	\$44,747	\$45,558	\$46,370	\$47,181	\$47,993	\$48,805
12	\$44,963	\$45,775	\$46,586	\$47,398	\$48,210	\$49,021	\$49,833
13	\$45,991	\$46,803	\$47,614	\$48,426	\$49,238	\$50,049	\$50,861
14	\$47,019	\$47,831	\$48,642	\$49,454	\$50,266	\$51,077	\$51,889
15	\$48,047	\$48,859	\$49,670	\$50,482	\$51,294	\$52,105	\$52,917
16	\$49,075	\$49,887	\$50,698	\$51,510	\$52,322	\$53,133	\$53,945
17	\$50,103	\$50,915	\$51,726	\$52,538	\$53,350	\$54,161	\$54,973
18	\$51,131	\$51,943	\$52,755	\$53,566	\$54,378	\$55,189	\$56,001
19	\$52,159	\$52,971	\$53,783	\$54,594	\$55,406	\$56,217	\$57,029
20	\$53,187	\$53,999	\$54,811	\$55,622	\$56,434	\$57,245	\$58,057
21	\$54,215	\$55,027	\$55,839	\$56,650	\$57,462	\$58,273	\$59,085
22	\$55,243	\$56,055	\$56,867	\$57,678	\$58,490	\$59,301	\$60,113
23	\$56,271	\$57,083	\$57,895	\$58,706	\$59,518	\$60,330	\$61,141
24	\$57,300	\$58,111	\$58,923	\$59,734	\$60,546	\$61,358	\$62,169
25	\$58,328	\$59,139	\$59,951	\$60,762	\$61,574	\$62,386	\$63,197
26	\$59,356	\$60,167	\$60,979	\$61,790	\$62,602	\$63,414	\$64,225
27	\$60,384	\$61,195	\$62,007	\$62,818	\$63,630	\$64,442	\$65,253
28	\$61,412	\$62,223	\$63,035	\$63,846	\$64,658	\$65,470	\$66,281
29	\$62,440	\$63,251	\$64,063	\$64,875	\$65,686	\$66,498	\$67,309
30	\$63,468	\$64,279	\$65,091	\$65,903	\$66,714	\$67,526	\$68,337
31	\$64,496	\$65,307	\$66,119	\$66,931	\$67,742	\$68,554	\$69,365
32	\$65,524	\$66,335	\$67,147	\$67,959	\$68,770	\$69,582	\$70,393
33	\$66,552	\$67,363	\$68,175	\$68,987	\$69,798	\$70,610	\$71,421
34	\$67,580	\$68,391	\$69,203	\$70,015	\$70,826	\$71,638	\$72,450
35	\$68,608	\$69,420	\$70,231	\$71,043	\$71,854	\$72,666	\$73,478

APPENDIX A

Gardner-South Wilmington High School Salary Schedule 2017-2018

	BS	BS+8	BS+16	BS+24	MS	MS+15	MS+30
1	\$33,655	\$34,466	\$35,278	\$36,089	\$36,901	\$37,713	\$38,524
2	\$34,683	\$35,494	\$36,306	\$37,118	\$37,929	\$38,741	\$39,552
3	\$35,711	\$36,522	\$37,334	\$38,146	\$38,957	\$39,769	\$40,580
4	\$36,739	\$37,550	\$38,362	\$39,174	\$39,985	\$40,797	\$41,608
5	\$37,767	\$38,578	\$39,390	\$40,202	\$41,013	\$41,825	\$42,636
6	\$38,795	\$39,606	\$40,418	\$41,230	\$42,041	\$42,853	\$43,665
7	\$39,823	\$40,634	\$41,446	\$42,258	\$43,069	\$43,881	\$44,693
8	\$40,851	\$41,663	\$42,474	\$43,286	\$44,097	\$44,909	\$45,721
9	\$41,879	\$42,691	\$43,502	\$44,314	\$45,125	\$45,937	\$46,749
10	\$42,907	\$43,719	\$44,530	\$45,342	\$46,153	\$46,965	\$47,777
11	\$43,935	\$44,747	\$45,558	\$46,370	\$47,181	\$47,993	\$48,805
12	\$44,963	\$45,775	\$46,586	\$47,398	\$48,210	\$49,021	\$49,833
13	\$45,991	\$46,803	\$47,614	\$48,426	\$49,238	\$50,049	\$50,861
14	\$47,019	\$47,831	\$48,642	\$49,454	\$50,266	\$51,077	\$51,889
15	\$48,047	\$48,859	\$49,670	\$50,482	\$51,294	\$52,105	\$52,917
16	\$49,075	\$49,887	\$50,698	\$51,510	\$52,322	\$53,133	\$53,945
17	\$50,103	\$50,915	\$51,726	\$52,538	\$53,350	\$54,161	\$54,973
18	\$51,131	\$51,943	\$52,755	\$53,566	\$54,378	\$55,189	\$56,001
19	\$52,159	\$52,971	\$53,783	\$54,594	\$55,406	\$56,217	\$57,029
20	\$53,187	\$53,999	\$54,811	\$55,622	\$56,434	\$57,245	\$58,057
21	\$54,215	\$55,027	\$55,839	\$56,650	\$57,462	\$58,273	\$59,085
22	\$55,243	\$56,055	\$56,867	\$57,678	\$58,490	\$59,301	\$60,113
23	\$56,271	\$57,083	\$57,895	\$58,706	\$59,518	\$60,330	\$61,141
24	\$57,300	\$58,111	\$58,923	\$59,734	\$60,546	\$61,358	\$62,169
25	\$58,328	\$59,139	\$59,951	\$60,762	\$61,574	\$62,386	\$63,197
26	\$59,356	\$60,167	\$60,979	\$61,790	\$62,602	\$63,414	\$64,225
27	\$60,384	\$61,195	\$62,007	\$62,818	\$63,630	\$64,442	\$65,253
28	\$61,412	\$62,223	\$63,035	\$63,846	\$64,658	\$65,470	\$66,281
29	\$62,440	\$63,251	\$64,063	\$64,875	\$65,686	\$66,498	\$67,309
30	\$63,468	\$64,279	\$65,091	\$65,903	\$66,714	\$67,526	\$68,337
31	\$64,496	\$65,307	\$66,119	\$66,931	\$67,742	\$68,554	\$69,365
32	\$65,524	\$66,335	\$67,147	\$67,959	\$68,770	\$69,582	\$70,393
33	\$66,552	\$67,363	\$68,175	\$68,987	\$69,798	\$70,610	\$71,421
34	\$67,580	\$68,391	\$69,203	\$70,015	\$70,826	\$71,638	\$72,450
35	\$68,608	\$69,420	\$70,231	\$71,043	\$71,854	\$72,666	\$73,478

APPENDIX A

Gardner-South Wilmington High School Salary Schedule 2018-2019

	BS	BS+8	BS+16	BS+24	MS	MS+15	MS+30
1	\$33,655	\$34,466	\$35,278	\$36,089	\$36,901	\$37,713	\$38,524
2	\$34,683	\$35,494	\$36,306	\$37,118	\$37,929	\$38,741	\$39,552
3	\$35,711	\$36,522	\$37,334	\$38,146	\$38,957	\$39,769	\$40,580
4	\$36,739	\$37,550	\$38,362	\$39,174	\$39,985	\$40,797	\$41,608
5	\$37,767	\$38,578	\$39,390	\$40,202	\$41,013	\$41,825	\$42,636
6	\$38,795	\$39,606	\$40,418	\$41,230	\$42,041	\$42,853	\$43,665
7	\$39,823	\$40,634	\$41,446	\$42,258	\$43,069	\$43,881	\$44,693
8	\$40,851	\$41,663	\$42,474	\$43,286	\$44,097	\$44,909	\$45,721
9	\$41,879	\$42,691	\$43,502	\$44,314	\$45,125	\$45,937	\$46,749
10	\$42,907	\$43,719	\$44,530	\$45,342	\$46,153	\$46,965	\$47,777
11	\$43,935	\$44,747	\$45,558	\$46,370	\$47,181	\$47,993	\$48,805
12	\$44,963	\$45,775	\$46,586	\$47,398	\$48,210	\$49,021	\$49,833
13	\$45,991	\$46,803	\$47,614	\$48,426	\$49,238	\$50,049	\$50,861
14	\$47,019	\$47,831	\$48,642	\$49,454	\$50,266	\$51,077	\$51,889
15	\$48,047	\$48,859	\$49,670	\$50,482	\$51,294	\$52,105	\$52,917
16	\$49,075	\$49,887	\$50,698	\$51,510	\$52,322	\$53,133	\$53,945
17	\$50,103	\$50,915	\$51,726	\$52,538	\$53,350	\$54,161	\$54,973
18	\$51,131	\$51,943	\$52,755	\$53,566	\$54,378	\$55,189	\$56,001
19	\$52,159	\$52,971	\$53,783	\$54,594	\$55,406	\$56,217	\$57,029
20	\$53,187	\$53,999	\$54,811	\$55,622	\$56,434	\$57,245	\$58,057
21	\$54,215	\$55,027	\$55,839	\$56,650	\$57,462	\$58,273	\$59,085
22	\$55,243	\$56,055	\$56,867	\$57,678	\$58,490	\$59,301	\$60,113
23	\$56,271	\$57,083	\$57,895	\$58,706	\$59,518	\$60,330	\$61,141
24	\$57,300	\$58,111	\$58,923	\$59,734	\$60,546	\$61,358	\$62,169
25	\$58,328	\$59,139	\$59,951	\$60,762	\$61,574	\$62,386	\$63,197
26	\$59,356	\$60,167	\$60,979	\$61,790	\$62,602	\$63,414	\$64,225
27	\$60,384	\$61,195	\$62,007	\$62,818	\$63,630	\$64,442	\$65,253
28	\$61,412	\$62,223	\$63,035	\$63,846	\$64,658	\$65,470	\$66,281
29	\$62,440	\$63,251	\$64,063	\$64,875	\$65,686	\$66,498	\$67,309
30	\$63,468	\$64,279	\$65,091	\$65,903	\$66,714	\$67,526	\$68,337
31	\$64,496	\$65,307	\$66,119	\$66,931	\$67,742	\$68,554	\$69,365
32	\$65,524	\$66,335	\$67,147	\$67,959	\$68,770	\$69,582	\$70,393
33	\$66,552	\$67,363	\$68,175	\$68,987	\$69,798	\$70,610	\$71,421
34	\$67,580	\$68,391	\$69,203	\$70,015	\$70,826	\$71,638	\$72,450
35	\$68,608	\$69,420	\$70,231	\$71,043	\$71,854	\$72,666	\$73,478

APPENDIX A

Gardner-South Wilmington High School Salary Schedule 2019-2020

	BS	BS+8	BS+16	BS+24	MS	MS+15	MS+30
1	\$33,992	\$34,811	\$35,631	\$36,451	\$37,270	\$38,090	\$38,910
2	\$35,030	\$35,849	\$36,669	\$37,489	\$38,308	\$39,128	\$39,948
3	\$36,068	\$36,888	\$37,707	\$38,527	\$39,347	\$40,166	\$40,986
4	\$37,106	\$37,926	\$38,746	\$39,565	\$40,385	\$41,205	\$42,025
5	\$38,144	\$38,964	\$39,784	\$40,604	\$41,423	\$42,243	\$43,063
6	\$39,183	\$40,003	\$40,822	\$41,642	\$42,462	\$43,281	\$44,101
7	\$40,221	\$41,041	\$41,861	\$42,680	\$43,500	\$44,320	\$45,139
8	\$41,259	\$42,079	\$42,899	\$43,719	\$44,538	\$45,358	\$46,178
9	\$42,298	\$43,117	\$43,937	\$44,757	\$45,577	\$46,396	\$47,216
10	\$43,336	\$44,156	\$44,976	\$45,795	\$46,615	\$47,435	\$48,254
11	\$44,374	\$45,194	\$46,014	\$46,834	\$47,653	\$48,473	\$49,293
12	\$45,413	\$46,232	\$47,052	\$47,872	\$48,692	\$49,511	\$50,331
13	\$46,451	\$47,271	\$48,090	\$48,910	\$49,730	\$50,550	\$51,369
14	\$47,489	\$48,309	\$49,129	\$49,949	\$50,768	\$51,588	\$52,408
15	\$48,528	\$49,347	\$50,167	\$50,987	\$51,807	\$52,626	\$53,446
16	\$49,566	\$50,386	\$51,205	\$52,025	\$52,845	\$53,665	\$54,484
17	\$50,604	\$51,424	\$52,244	\$53,063	\$53,883	\$54,703	\$55,523
18	\$51,643	\$52,462	\$53,282	\$54,102	\$54,922	\$55,741	\$56,561
19	\$52,681	\$53,501	\$54,320	\$55,140	\$55,960	\$56,780	\$57,599
20	\$53,719	\$54,539	\$55,359	\$56,178	\$56,998	\$57,818	\$58,638
21	\$54,758	\$55,577	\$56,397	\$57,217	\$58,036	\$58,856	\$59,676
22	\$55,796	\$56,616	\$57,435	\$58,255	\$59,075	\$59,894	\$60,714
23	\$56,834	\$57,654	\$58,474	\$59,293	\$60,113	\$60,933	\$61,753
24	\$57,873	\$58,692	\$59,512	\$60,332	\$61,151	\$61,971	\$62,791
25	\$58,911	\$59,731	\$60,550	\$61,370	\$62,190	\$63,009	\$63,829
26	\$59,949	\$60,769	\$61,589	\$62,408	\$63,228	\$64,048	\$64,867
27	\$60,987	\$61,807	\$62,627	\$63,447	\$64,266	\$65,086	\$65,906
28	\$62,026	\$62,845	\$63,665	\$64,485	\$65,305	\$66,124	\$66,944
29	\$63,064	\$63,884	\$64,704	\$65,523	\$66,343	\$67,163	\$67,982
30	\$64,102	\$64,922	\$65,742	\$66,562	\$67,381	\$68,201	\$69,021
31	\$65,141	\$65,960	\$66,780	\$67,600	\$68,420	\$69,239	\$70,059
32	\$66,179	\$66,999	\$67,818	\$68,638	\$69,458	\$70,278	\$71,097
33	\$67,217	\$68,037	\$68,857	\$69,677	\$70,496	\$71,316	\$72,136
34	\$68,256	\$69,075	\$69,895	\$70,715	\$71,535	\$72,354	\$73,174
35	\$69,294	\$70,114	\$70,933	\$71,753	\$72,573	\$73,393	\$74,212

APPENDIX B
Extra-Duty Stipends

Duty	2016-17	2017-18	2018-19	2019-20
Athletic Director	\$ 4,869.00	\$ 4,966.00	\$ 5,065.00	\$ 5,166.00
Cross-Country	\$ 2,867.00	\$ 2,924.00	\$ 2,982.00	\$ 3,042.00
Volleyball - Head	\$ 3,975.00	\$ 4,055.00	\$ 4,136.00	\$ 4,219.00
Volleyball - Asst	\$ 2,385.00	\$ 2,433.00	\$ 2,482.00	\$ 2,532.00
Girls Basketball - Head	\$ 5,659.00	\$ 5,772.00	\$ 5,887.00	\$ 6,005.00
Girls Basketball - Asst	\$ 3,247.00	\$ 3,312.00	\$ 3,378.00	\$ 3,446.00
Boys Basketball - Head	\$ 5,659.00	\$ 5,772.00	\$ 5,887.00	\$ 6,005.00
Boys Basketball - Asst	\$ 3,247.00	\$ 3,312.00	\$ 3,378.00	\$ 3,446.00
Baseball - Head	\$ 5,548.00	\$ 5,548.00	\$ 5,548.00	\$ 5,548.00
Baseball - Asst	\$ 2,300.00	\$ 2,346.00	\$ 2,393.00	\$ 2,441.00
Softball - Head	\$ 5,548.00	\$ 5,548.00	\$ 5,548.00	\$ 5,548.00
Softball - Asst	\$ 2,300.00	\$ 2,346.00	\$ 2,393.00	\$ 2,441.00
Spiritline - Co-Coach	\$ 2,326.00	\$ 2,373.00	\$ 2,420.00	\$ 2,468.00
Spiritline - Co-Coach	\$ 2,326.00	\$ 2,373.00	\$ 2,420.00	\$ 2,468.00
Athletic Supplemental Asst	\$ 1,000.00	\$ 1,020.00	\$ 1,040.00	\$ 1,061.00
Scholastic Bowl	\$ 1,390.00	\$ 1,418.00	\$ 1,446.00	\$ 1,475.00
Math Club	\$ 758.00	\$ 773.00	\$ 788.00	\$ 804.00
Art Club	\$ 500.00	\$ 510.00	\$ 520.00	\$ 530.00
Business Club	\$ 500.00	\$ 510.00	\$ 520.00	\$ 530.00
Freshmen Sponsor	\$ 629.00	\$ 642.00	\$ 655.00	\$ 668.00
Sophomore Sponsor	\$ 629.00	\$ 642.00	\$ 655.00	\$ 668.00
Junior Sponsor	\$ 629.00	\$ 642.00	\$ 655.00	\$ 668.00
Senior Sponsor	\$ 629.00	\$ 642.00	\$ 655.00	\$ 668.00
Prom	\$ 760.00	\$ 775.00	\$ 791.00	\$ 807.00
Graduation	\$ 760.00	\$ 775.00	\$ 791.00	\$ 807.00
National Honor Society	\$ 1,082.00	\$ 1,104.00	\$ 1,126.00	\$ 1,149.00
SADA	\$ 500.00	\$ 510.00	\$ 520.00	\$ 530.00
Color Guard	\$ 654.00	\$ 667.00	\$ 680.00	\$ 694.00
Band / Music	\$ 2,912.00	\$ 2,970.00	\$ 3,029.00	\$ 3,090.00
Fall Play Director	\$ 1,389.00	\$ 1,417.00	\$ 1,445.00	\$ 1,474.00
Spring Play Director	\$ 1,389.00	\$ 1,417.00	\$ 1,445.00	\$ 1,474.00
Student Council	\$ 2,087.00	\$ 2,129.00	\$ 2,172.00	\$ 2,215.00
Guidance	\$ 3,009.00	\$ 3,069.00	\$ 3,130.00	\$ 3,193.00
Teacher Mentors	\$ 539.00	\$ 550.00	\$ 561.00	\$ 572.00

Rate/Hour		
Summer Dr. Ed. Classroom	\$ 35.00	
Summer Dr. Ed. BTW	\$ 30.00	
Academics First Teacher	\$ 30.00	
Detention	\$ 25.00	
Homebound Tutoring	\$ 30.00	
Clock / Scorekeeper	\$ 27.00	Per event
Scorebook	\$ 27.00	Per event
Ticket Taker	\$ 25.00	Per event