



Northwest Suburban Teachers Union
A Union of Professionals

Background

The Teachers Council represents 1100+ Teachers and TAs and serves 12,500 students in District 211, at Schaumburg, Palatine, Hoffmann Estates, Fremd, and Conant High Schools, and at Higgins Educational Center and Academy North. Negotiations began in November 2017, and the parties are currently working with a Federal Mediator to reach agreement on a successor contract. Currently, Union members have been working without a contract since July 2018. When negotiations commenced, in November 2017, the Union brought forward a comprehensive proposal which sought to address salary and compensation, retirement, health insurance, teaching assignments and staffing, tuition reimbursement, leaves, and procedural matters relating to adjudication of grievances, use of sick leave, evaluation, and assignments and scheduling. In the interim the Union has made proposals regarding issues that arose after bargaining commenced, including legislative changes made to pensions in June 2018.

The Union and the District have agreed on a number of issues, including technical clauses of the contract, non-discrimination, union rights, labor relations and other joint committees, leaves, travel between schools, and workload, as well as on aspects of still-outstanding items, including compensation.

The Union has met approximately 16 times with the District's negotiating team, and has met 3 further times with the District and a Federal Mediator in an attempt to reach agreement. The Union met again with the District and a Federal Mediator on November 15, but no agreement was reached. and throughout, the Union has bargained in good faith, determined to reach agreement, and has consistently provided rationales for detailed costing of its proposals. In the last contract, the Union deliberately accepted lower raises in order to accommodate the District's financial situation. However, the District is currently in good financial health, with large reserves, and is progressing with a campaign of capital projects on which it has spent more than \$110 million dollars since 2014.

In what follows, please find the outstanding issues with the Union's rationale for each proposal, and a detailed costing-out of the Union's proposal.

The Union's Proposal with Rationale (November 15, 2018)

SALARY AND COMPENSATION

<u>Area of Contract</u>	<u>The Union's Proposal</u>	<u>Rationale</u>
Base Salary Increase (Article XIX)	2%, CPI%, CPI, CPI; same applies for off-step	<p>The last contract (2014-2018) had an average base raise of 0.42% per year during a time when the economy was in a deep recession and the CPI increased on average by 1.275% per year.</p> <p>The current economic data indicates that our economy is out of recession and we are experiencing economic growth and inflation.</p> <p>The CPI for 2018-2019 was 2.1% and the current rate of inflation is 2.3%.</p>
Salary Schedule-Half Steps (Article XIX)	Extend half-steps through Step 19 of all base salary schedules. Thereafter half steps accumulate and are applied in full year increments.	The salary schedule currently extends to Step 19 but the half steps stopped arbitrarily at Step 16.
Internal Sub Pay (Article XIX)	\$25.00 per period	There is a shortage of substitutes. Teachers are being asked to forfeit planning and lunch periods to sub classes.
NCSP Psychologists Stipend (Article XIX)	Increase from \$700 to \$850	This rate reflects the stipend for National Board Certified Teachers (NBCT)
Driver Education Stipend	<p>\$500 per instructional section to coordinate BTW services</p> <p>The Driver Education BTW Pilot shall be reviewed in May of 2019 by both the Board and the Union. An extension of the pilot or any changes going forward shall be mutually agreed upon and approved by both parties.</p>	The Board hired a third-party provider (Top Driver) for Behind-the-Wheel (BTW) instruction. Our teachers are required to coordinate with Top Driver on a daily basis and handle significant issues that have arisen due to this outsourcing.
Nurse Pay Beyond 200 days	Nurses will be paid at summer school rate for all hours worked beyond the contracted 200 days	Members should be paid when their attendance or services are required outside contracted days.

<u>Area of Contract</u>	<u>The Union's Proposal</u>	<u>Rationale</u>
Non-Certified Nurse w/ Certificate Stipend	Increase from \$700 to \$850	This rate reflects the stipend for National Board Certified Teachers (NBCT).
Level Leaders (Article XX)	<p>\$4000 for Driver Education, Health, and Media beginning in 2019-2020. These members will receive their previous stipend for this year.</p> <p>Driver Education level leaders will perform the following: 1) prepare and submit preliminary budgets to the Wellness Department Chair; 2) coordinate with BTW third-party provider; 3) act as the BTW liaison between the third-party provider and the district administration. This position in each building shall remain in place for the life of the pilot. A district level leader for Driver Education shall remain in place for the life of the pilot. Driver Education Department chairs shall be reinstated upon the discontinuation of the third-party BTW pilot.</p> <p>Media level leaders shall be evaluated solely by the administration; shall be responsible for evaluating and staffing the media center support personnel (e.g., clerical staff, Teacher Assistants, Certified Teacher Assistants, etc.); shall participate in building leadership meetings/events. All current Media Department chairs shall be held harmless.</p> <p>Health Education level leaders shall coordinate Health curriculum within the Wellness Department; shall coordinate AED, CPR trainings within the building. A district level leader for Health shall remain in place for the life of the agreement.</p> <p>*In the event the Health Education Level Leader becomes the Wellness Chair, a PE teacher will be identified as a PE level leader.</p>	<p>The Board proposed to eliminate these three positions. The Union disagrees with this position.</p> <p>Significant issues have arisen in Driver Education because of the outsourcing of BTW and require the oversight of a level leader.</p> <p>The new Wellness program requires curricular support and oversight by a Health level leader.</p> <p>The Board believes that the Technology Department Chair should oversee the Media Center, thereby eliminating the Media Chair position. The Union believes a Media level leader is essential in providing curricular support to teachers and has knowledge/skills/concerns that are not technology-related.</p>

<u>Area of Contract</u>	<u>The Union's Proposal</u>	<u>Rationale</u>
Activity Proposal (Article XXI)	HOSA and Poetry Slam from Group 8 to Group 7. Move other Activities as needed. 40 at large group 8 per building	The current clubs of HOSA and Poetry Club need to move up to reflect the increase in responsibilities and duties of the position. Other Activities will be moved based on the recommendations of the District Activity/Athletic Committee.
Part Time Music Teachers who are Sponsors	Receive full stipends for Music Assistant	There are teachers who are hired as part-time teachers (e.g., 0.4 in Music) and who are sponsors of their respective clubs (e.g., Choir Club). These teachers were told they should attend 40% of the events and practices. In reality, these teachers need to attend 100% of events and should be paid full stipends.
Activity Proposal- At Large Groups	For 2019-20, 2020-21, 2021-22, the District Activities and Athletics Committee has discretion to add/ modify activity positions at an amount not to exceed \$35,000 per year	There are many clubs and activities that provide students with opportunities but may not correspond appropriately with the Grouping identified in the contract. This would provide the committee more flexibility to address the individual programs offered at different school.
Activity sponsor promotion	Members who hold an Assistant position and move to the Head position: movement on the pay schedule would provide the minimum raise.	This language mirrors what occurs for Athletics. If an Assistant (e.g., Group 5) moves to the Head position (e.g., Group 3), the person would receive the minimum raise in the first year as Head.
Athletics- Feeder Programs	Group H stipend for off season feeder programs if required or expected by the Athletic Director	If the administration is requiring coaches to run a feeder program, especially as a condition to retain their coaching position, then they should be provided a stipend.

<u>Area of Contract</u>	<u>The Union's Proposal</u>	<u>Rationale</u>
Non-Bargaining Unit Individuals	Held at Stipend 1 contract unless otherwise agreed by the Board and the Union	These positions are negotiated by the Union. The Board and the Union can agree to advance non-bargaining unit individuals on the schedule (with the input of the Head Coach).
Activity/Athletic Experience Stipend	Change levels of experience stipend 2%, 3%, 3%, 4%	Currently, the experience stipend within the same Sport/Activity is: 10-14 years = 1.5% 15-20 years = 2.0% 20-24 years = 2.5% 25+ years = 3.0%
Advanced Placement Test Coordinator (new Article XXVI)	Stipend of \$500	The workload of this position has grown, especially as the EOS initiative has been put into practice coupled with the 5-year Strategic Plan of the Board to increase AP enrollment.
Librarian Assistants (Article XX)	Hold Harmless, eliminate position but hire as a Teacher Assistant thereafter	The Board wants to eliminate this position. The Union proposes that these people will be held harmless for the duration of the contract and a Teacher Assistant will be hired in that position.
Certified Teacher Assistants (Article XX)	Annual stipend of \$1250 for Teacher Assistants who hold a Secondary Teacher Certificate	This stipend is reflects the attainment of a teaching certificate and the responsibilities asked of these members.
Teacher Assistant Continuity Stipend (Article XX)	Increase the stipend to: \$472.50, \$540, \$742.50, and \$1015	Currently, the continuity stipend is: 1 Year of Service = \$350 2-5 Years = \$400 5-12 Years = \$550 13+ Years = \$750
OT/PT Salary Schedules (Article XX)	Extend schedule to include 19 Steps	Currently, this schedule arbitrarily stops at Step 18. This change will reflect the teachers schedule.

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Sign Language Interpreter (Article XX)	Extend schedule to 11 steps	According to the Superintendent, this extension of the schedule is competitive in the private market.
Technology Department Chairs	The Technology Chair will be paid an annual stipend of \$8572.00 (increases with the base raise). They will be paid at the summer school rate for a maximum of 220 total hours	The Technology Coordinator becomes a Department Chair and will be compensated for the required work over the summer.
Licensed Teacher Assistant Summer School Pay	Licensed Teacher Assistants who are employed for more than one year in District and who have taught one year of summer school will receive an additional \$3 per hour above the out-of-District rate of summer pay	Members should be compensated for the added in-district experience and knowledge over those out-of-district teachers hired to teach summer school classes.

RETIREMENT		
<u>Area of Contract</u>	<u>The Union's Proposal</u>	<u>Rationale</u>
Retirement	20% retirement incentive calculated on contracted salary amount-at the time of retirement, no change to longevity or medical insurance payment; total creditable earnings paid at an amount not to exceed 3% over prior year, up to 4 years with remaining incentives paid post-retirement.	The changes in the law have impacted the creditable earnings for teachers for retirement. The Union believes that current practice of including salary, stipends, and extra duty assignments in calculating retirement amounts should be continued.
Leave accrual	Continue sick leave reinstatement and accrual up to 340 days for retirement.	This is current practice.

HEALTH INSURANCE

Health Plans	PPO-300 would be eliminated in 2022. Those employees would have two years which alternative plan best meets their medical needs.
Dental	
Wellness	HMO family contribution percentage will increase 1% per year with the idea that the HMO family contribution will reflect those of the other plans offered.
Rx Drugs	
Vision	Other plans remain the same.
Opt Out Provision	* contingent up approval of the Insurance Joint Committee
Affordable Care Act Fallout	Provision to prohibit increasing costs

TEACHING ASSIGNMENT/ STAFFING

<u>Area of Contract</u>	<u>The Union's Proposal</u>	<u>Rationale</u>
Teaching Assignment (Article IX)	Define a standard teaching load as 5 periods;	Defining a teaching assignment helps protect our working conditions and will help identify changes made to working conditions (Article VII).
AP Science at Hoffman Estates (Article IX)	For the duration of this agreement, stipend at \$500 per section per year.	The Union lost an arbitration/Grievance this year regarding these teachers who are teaching on consecutive days and for 94-minute blocks.
Counselor Load (new Article XXVI)	280 * In the event that the workload requirements change (e.g., maintaining, updating, facilitating the Student Readiness Plan or other district initiatives), counselor load shall be adjusted to ASCA Guidelines	A newly created Student Services Committee will meet to discuss the impact of any and all district-wide initiatives on Student Services personnel. These recommendations will then be presented to the Board of Education at a Board meeting as an agenda item. The current counselor maximum load is 350 in the Class Size Letter of Agreement.
Business Incubator Stipend	\$250 stipend	Teachers have to coordinate with businesses in the community and require extra time/responsibilities.
Department Chair Release (Article XX)	Additional release for World Language (Teach 3 classes beginning in FY21 & FY22)	The release will reflect the current release for the Department Chairs of core subject areas.

<u>Area of Contract</u>	<u>The Union's Proposal</u>	<u>Rationale</u>
Wellness Department Chair (Article XX)	Combine Health and Physical Education Chairs into one Wellness Department Chair position	The Health Department Chair will become a level leader to provide curricular support.
Department Chair Release	Higgins Educational Center 3 period release; Academy North will receive a 1 period release	This reflects current practice after four years of Union and Board discussions.
Department Chair Release	Applied Tech, Art, Business, ESL, FACS, Wellness = 2 releases commencing in 2020-2021; Music will teach 4 classes; ESL chair at any school will receive an extra release if the number of ESL students exceed 125; all other releases identified in the current contract remain in effect for 2018-19 and 19-20	The administrative responsibilities associated with District initiatives, and increasing the number of teachers to evaluate, have increased without any added release periods.
Non-Bargaining Unit Member Athletics/Activities	First consideration to internal/active unit members to fill positions	The positions in the Collective Bargaining Agreement are negotiated by the Union and therefore, bargaining unit members should get the first right of refusal.

TUITION REIMBURSEMENT (Article XV)

<u>Area of Contract</u>	<u>The Union's Proposal</u>	<u>Rationale</u>
Dual Credit	100% reimbursement for coursework to obtain certification	Dual Credit has been and will continue to be a priority for the Board.
Online Courses	Increase to 21 online credits	Currently, a member may take up to 18 credit hours of pre-approved online courses .
Rate of Tuition Reimbursement	Rate of reimbursement at \$425.00 for 18-19; increase by % of average rate of schools in CBA thereafter; hold harmless those in a program	The Board's last proposal was to cut the provision to a flat \$400 per credit hour. The Union believes it is a fair proposal to reset the reimbursement rate amount and then to continue to use the current practice of using five different state school tuition rates to determine the increase in the reimbursement rate.

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Undergraduate Courses	Allow for reimbursement of undergraduate courses with consideration of classes toward Masters +30 or +30+12	This provision is for teachers who have already a master's degree and who are approved to get certified in another subject area in order to teach a new or specific course.
Certificates, licenses, and endorsements	Applied Technology, additional areas requiring special certification will be reimbursed at the current rate of \$530.20.	This provision will include certificates/trainings required to teach a Board-approved course, including Wellness/Driver Education.
Full Time Teacher Assistant leaving for Student Teaching	The member shall not be subject to Board's tuition restitution policy	This provision will allow the Teacher Assistant to obtain a teaching certificate without having to pay back any tuition reimbursement that was approved.

LEAVES (Article XIII)		
<u>Area of Contract</u>	<u>The Union's Proposal</u>	<u>Rationale</u>
Union Leave/Days	Union leave will be allowed up to 40 days with Union to pay days used over 20	The current allowance is 30 days. Because the General Assembly has continued to pass laws that impact education and the teaching profession, more days are needed to advocate for our members and communities.
Union Leave/Days	Leave provided by Board all PERA issues	Because meetings are being called during the school day and members are required to be in attendance, the Board should provide for the cost of sub coverage as per existing practice.
Sick Leave Accumulation	Allow accrual up to 380 days of sick leave; Granting of additional leave will be at the discretion of the Superintendent	This will allow teachers to accrue sick leave beyond 340 days that would be used for retirement. The Board currently caps the maximum number of days of accrual to 340, which was not negotiated.

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Bereavement Leave	Expansion of eligible relatives	School Code defines family members to be considered for bereavement leave.
Non-Birth Parent Leave	Remains at 10 days- extended from within first 8 weeks to first 10 weeks of the birth of a child	The will increase the member's flexibility in using what was traditionally called "Paternity Leave."

PROCEDURAL

<u>Area of Contract</u>	<u>The Union's Proposal</u>	<u>Rationale</u>
Grievance Procedure (Article VI)	Use of Federal Mediator at Step 2	Currently, all grievances are heard at the building level with the administrator (Step 1) and then if denied, the grievance is heard by the Superintendent, or designee (Step 2). If the grievance is denied at Step 2, then the case is adjudicated by an arbitrator. This process is costly as attorney and arbitrator fees have to be paid. The use of the Federal Mediation and Conciliation Service (FMCS) is free and neutral. We currently have two grievances going to arbitration.
Supervision scheduling	Include in Class Size LOA and Scheduling Guidelines Document : Head building representatives and union officers shall not be assigned a supervision	Head representatives and Union officers help resolve conflicts and find solutions. This benefits both the membership and Board, but is oftentimes, time consuming.
Evaluation (Article X)	Proficient or Excellent exempt from mandated professional development	We currently have a Grievance that was denied at Step 2 and we are awaiting arbitration. A proficient teacher is proficient. Under School Code, professional development is mandated for teachers who receive a "Needs Improvement" or "Unsatisfactory" summative evaluation rating.
Sick day	1 period = 1/8 sick day	In the past, teachers who missed 1-2 periods were docked ¼ sick day. With the new AESOP reporting system, the district can dock members for the actual time away.

<u>Area of Contract</u>	<u>The Union's Proposal</u>	<u>Rationale</u>
Nurse work days selection	Use the negotiated process	Nurses are contracted to work 200 days. They negotiated a process that allows members to choose their additional days worked. We currently have a grievance that is moving to arbitration because the administration docked a nurse a personal day for this year for a day she indicated she could not work over the summer.
Extra duty Assignments	Use the negotiated process	The Union wants the uniform and equitable process that was used this school year to continue.
Coaching Evaluations	Athletic Directors will review with the Head Coaches their program's performance at the end of each season: part of this review will reflect any practices and competition events they witnessed. The decision to remove a coach is not subject to the grievance process.	Coaches have been released from their positions without having been evaluated. We want the coaching evaluation process to be formative which allows for areas of concern to be addressed.
Union representation	Union representation in meetings for certificated and non-certificated employees	We have had administrators refuse union representation for members in meetings, which violates federal labor laws. Having this provision in the contract helps protect members in the future by ensuring a union representative is present to take notes and to ensure due process.
Student Services (new Article XXVI)	This Article establishes the avenue in which concerns pertaining to Student Services will be addressed.	
Special Education (new Article XXVII)	This Article documents current practice and provides the avenue in which concerns pertaining to Special Education will be addressed.	

11-15-18 Union Proposal cost out	
	Total
New Grievance Procedure	0
Teaching Assignment Definition	0
AP Science HEHS 500 per section	12000
TEchnology Liason elimination	(\$319,512)
Business Incubator Stipend	\$5,000
Teachers proficient rating	
Class Size LOA	
Employees Accrue 340 days towards retirement	
Employees may accrue 380 days	
1 period absent = 1/8 of a sick day	
Tuition Reimbursement reduction	(\$505,175)
Insurance	(\$2,068,000)
Insurance Freeze 18-19	\$250,000
Half Steps	\$159,034
Internal Sub Pay raise	\$44,464
Base Raise	\$ 8,129,218.00
Step raise	\$ 5,944,507.00
Psychologist Stipend increase	\$ 5,400.00
Nurses Language zero cost	
Nurses stipend increase	
Drivers Ed, Health, Media Chair Level Leader	(\$39,690)
Health Wellness current implementation	(\$551,400)
Department Chair Release over 2 years only	\$356,020
Librarian TA Give back- currently held harmless	
Secondary Ed license TA Stipend	\$265,000
TA continuity stipend	\$179,440
OT/PT/SLI added steps	\$38,115
licensed TA summer school pay	\$32,256
PERA committee give back	(\$70,000)
Activity Schedule movement	\$7,126
activities language changes	\$0
Activity changes \$35k per year for 3 years	\$105,000
Non-Barganing unit members receive lane 1 only on coaching schedule	\$0
Longevity Stipend Increase	\$70,089
Athletic Trainer language	\$0
Utilization of process for assigning extra dutiy assignments	\$0
First Right of refusal	\$0
Counselor Load Change to 280	\$0
Technology Chairs increase in summer hours	\$21,790
Student Services Language	\$0
Flex time for Psychs, SW, OT, and PT	\$0
AP Test coordinator stipend	\$10,000
	\$12,080,683