

**WOODLAND COUNCIL**  
**Lake County Federation of Teachers, Local 504**  
**IFT-AFT/AFL-CIO**

October 7, 2015  
IELRB Public Posting  
Most Recent Offer

*Woodland Council has been bargaining with the Board of Education over a successor agreement since January 15, 2015. As of this posting, the parties will have met on sixteen separate occasions since then, which includes five sessions with a federal mediator. Unfortunately up to this point, we have not been able to reach a final agreement with the Board, although multiple items have been tentatively agreed to pending agreement on all outstanding issues. The primary outstanding issues center around salary, insurance, and other economic matters—and a handful of non-economic matters the Union believes are critical, including issues related to student safety and issues related to collaborative curriculum development, a topic more important now than ever with Common Core mandates, and teacher evaluations and job retention decisions directly related to curriculum and student growth.*

*We have initiated the public posting process because we want the community to understand the urgency in settling this contract, as we have been working without one since June 30, 2015, and because we urge the Board of Education to make a concerted effort toward settling a fair contract that maintains the standards of educational excellence all Woodland School District 50 stakeholders continue to expect.*

*It is an unfortunate trend in recent years that we find ourselves starting the school year again without a contract, which occurred during the last round of negotiations 2012. In order for the District to continue to attract and retain high-quality educational professionals, it is crucial to have a contract in place before the beginning of the school year that offers competitive salary and wage packages, including insurance coverage options.*

*The Members of Woodland Council are sensitive to all issues related to the finances of the District, which is why we agreed to an overall pay freeze in 2011 for all of our members, and an effective pay cut for some of them that same year. And in 2012, we again agreed to a substantial monetary concession, this time regarding insurance, creating additional insurance plans which moved members from lower deductible, higher cost plans to higher deductible, lower cost plans, resulting in substantial savings to the District over the last three years, but requiring members to incur increased out-of-pocket expenses. In fact, the District spent during the 2014-2015 school year approximately 3.2% less on our health insurance costs than it did during the 2011-2012 school year...that's after three years of national insurance inflation rates averaging just under approximately 3% each year. Indeed, the District has reduced staff over that time period, but class sizes have, on average, gone up during that same time period. In fact, in 2011, the average 8<sup>th</sup> grade class size was 18.5; in 2014 that number increased to 25.7. Furthermore, at the end of the 2014 fiscal year, the last year for which records are publically available, the District had approximately \$41.7 million in total fund balances. Fund balances are monies that are left over after all of the bills have been paid, including staff salaries and benefits.*

*Woodland Council is comprised of approximately 780 dedicated educational professionals who serve with pride the students of District 50 on a daily basis. We are also your neighbors, voters, community members and tax payers. Our bargaining unit is comprised of professional teachers, social workers, psychologists, speech and language pathologists, technology advisors, occupational therapists, physical therapists, licensed nurses, secretaries, receptionists, student supervisors, custodians, maintenance personnel, bus drivers, paraprofessionals, groundskeepers, bus aides, clerks, hall monitors and bilingual personnel.*

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## **OUTSTANDING LANGUAGE ITEMS**

### **UNION PROPOSAL**

#### **ARTICLE I**

##### **H. School Calendar**

Prior to the adoption of the school calendar by the Board, the Union, acting through its President or designees, shall have the opportunity to **bargain any contemplated changes prior to a decision and/or the impact of such changes.** ~~submit recommendations to the Superintendent and School Board. Such recommendations shall be considered prior to the adoption of the calendar if submitted a reasonable period of time prior to the Board's adoption of said calendar.~~

***UNION RATIONALE: During the term of the recently expired contract, the district unilaterally eliminated certain school holidays, including observation of certain religious holidays, against the objections of the Union. In order to discourage that from happening again, the Union puts forth this proposal.***

### **UNION PROPOSAL**

#### **ARTICLE II**

##### **H. Notification of Complaints and Progressive Discipline**

Any complaint by a **colleague, community member**, parent, Board member or District administrator, directed toward an employee shall be communicated, **with details of the complaint**, to the employee and his/her supervisor **within forty eight (48) hours of the complaint; the employee will be notified of the name(s) of the individual(s) who made the complaint.** When the administrator or the Board, through its administration, deems further investigation or subsequent action is justified, the employee shall be notified in writing of the **investigation and potential** action. In such case, the District shall conduct a thorough investigation including interviews with all significantly involved parties. When deemed appropriate by one or more parties involved, employee-complainant or employee-complainant-administrator conferences may be scheduled before any **potential** final action is taken.

**All discipline will be progressive and for just cause.**

***UNION RATIONALE: In order to maintain an equitable work environment, the Union believes in fair disciplinary treatment, and thus the Union puts forth this proposal.***

### **UNION COUNTER TO BOARD PROPOSAL**

#### **ARTICLE II**

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**K. Vacancies**

The Board shall notify the Union of all employee vacancies as they occur. Employees may file requests for voluntary transfers with the Superintendent. The Board shall ~~concurrently post in each building~~ **post on the district website and send an email to all employees** a list of said vacancies until filled. Current employees may apply for any vacancy. No hiring shall be made until a five (5) day period has expired except on an interim basis or in circumstances as deemed necessary by the Superintendent in agreement with the Union President. As used herein the term days shall mean days on which the District office is open. No changes shall be made in supplementary assignments for arbitrary, capricious, or discriminatory reasons.

When filling a vacant position in the bargaining unit the Board shall consider the following factors:

1. General qualifications of applicant
2. Past work experience
3. Past performance evaluations, if any
4. Employee attendance records
5. Seniority in the District **only when all other factors are determined by the administration to be equal**

The final determination of filling vacancies shall rest solely with the Board, as recommended by administration notwithstanding the factors listed above.

***UNION RATIONALE: Currently, the Board of Education posts vacancies in each District building, usually in a common area and on a bulletin board (typically in the lunch room); this is standard practice in many employment environments. Posted in this manner, employees have a chance, as they pass by the bulletin boards, to discern which, if any, positions are open, and which, if any, they could then apply for. The current Board proposal is to change this policy such that vacancies would not be posted on bulletin boards any more but only on the District's website. Such a change would require employees to check the website virtually every day to monitor for new vacancies. Though the Union understands the Board's desire to move to an electronic method of posting, we would like a fair compromise to be that the District sends electronic notice to employees as vacancies are posted, and thus the Union puts forth this counter proposal.***

**UNION PROPOSAL**  
**ARTICLE II**

**P. Involuntary Transfers**

Prior to involuntarily transferring an employee to a vacant position involving a different grade, position, or building, the Board shall first seek to fill the position through the vacancy procedure set forth in paragraph K of this Article. It is within the Board's sole discretion, however, to determine that an involuntary transfer may be necessary without first following such vacancy procedures.

Within a reasonable period of time prior to transferring an employee involuntarily between grades, positions or buildings, the appropriate Supervisor shall ~~make an effort to meet with~~ **the** affected employee to discuss the reasons for the transfer. **For involuntary transfers during the school**

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year, the “reasonable period of time” shall mean that the appropriate Supervisor shall meet with the affected employee no later than five (5) calendar days before the involuntary transfer. For involuntary transfers to occur for the following school year, the “reasonable period of time” shall be no later than by the end of the current school year.

~~In the event the employee and/or the Supervisor are not reasonably available, they shall meet as soon as possible.~~

If the employee is not satisfied with the administrator’s/supervisor’s decision for an involuntary transfer, the employee can make an appointment to meet with the Superintendent or designee to discuss the transfer.

***UNION RATIONALE: Currently, the Board of Education has by policy and practice involuntarily transferred employees with minimal notice. This can cause a great hardship to employees, who may be working in one building one day, and then the very next day, because of an involuntary transfer, working at another building. As different District buildings have different start and ends times, this can cause great hardships to employees who have certain after-school responsibilities such as second or third jobs, or family responsibilities such as picking up their children from childcare facilities. The Union believes the above proposal is fair, as it does not diminish the District’s right to involuntarily transfer employees but merely asks for a 5 day notice period so that employees facing such a situation can have a minimal amount of time to prepare.***

**UNION PROPOSAL**  
**ARTICLE II**

**Q. Notification of Assignment**

**1. Certified Staff**

The Board shall notify teachers by providing a staff list of their specific assignments prior to the second Friday in May ~~end~~ of the current school term; but in the event a change in such assignment is made, the teacher shall be notified promptly in writing.

**2. Support Staff**

The Board shall ~~by August 1 of each school year~~ notify each non-twelve (12) month support staff employee (excluding bus drivers) in writing prior to the end of June of the current school term of his/her ~~proposed~~ work assignment for the coming school year. Such notification shall include the employee’s first date for work, daily hours, ~~and~~ building assignment(s) where applicable, and position and teacher/student assignment where applicable (e.g., PSRPs, etc.). Such assignment is subject to change at any time, and support staff shall be notified promptly and in writing in the event of a change in assignment.

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***UNION RATIONALE: Teachers and paraprofessionals believe that to best serve their students, advance notice of assignments, with specific information identifying exactly what the assignment will be, best allows teachers and paraprofessionals to plan and prepare for the upcoming school year. Proper and adequate planning and preparation is a function of our profession that ultimately best serves the interests of our students.***

**UNION COUNTER TO BOARD PROPOSAL**

**ARTICLE II**

**R. Grades - Teachers**

Student grades shall be an indication of the student's actual achievement in each section and grade level. The Board acknowledges that typically the grades reported by teachers shall not be altered, except as such grades are inconsistent with the policies or practices of the Board. **Once the District can support a system-wide electronic grading system and adequate training has been provided to Teachers during the workday and work year, teachers will be required to record grades and other records of student progress in Skyward Gradebook (or any successor program utilized by the District). Teachers will not be required to create, enter or post digitally or in paper form midterm grades or progress reports.**

***UNION RATIONALE: Teachers share the District's desire to make student grades more transparent to those students' parents and/or guardians, but only in a manner that respects the professional judgment of teachers, and only after adequate training and support has been provided by the District to the teachers on any new web-based gradebook system that may be utilized.***

**UNION-BOARD AGREEMENT ON MOVING THIS ISSUE INTO  
BARGAINING SUBCOMMITTEE**

**ARTICLE IV**

**A. Evaluations – Teachers**

***UNION RATIONALE: Teachers believe that cooperative discussions related to teacher evaluations will best serve the overall process of achieving a new, statutory-compliant evaluation system that will take into account considerations of teachers' professional practice and measures of student growth.***

**UNION PROPOSAL**

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**ARTICLE IV**  
**EVALUATION AND FILES**

**D. Job Descriptions**

Each employee shall be given a copy of his/her current job description.—~~In the event the Board changes the official job description of an employee contained in Board Policy, a A copy of the job description shall immediately also be given to any affected employee and the Union President.~~

***UNION RATIONALE: The Union would like to clarify this language while preserving the duty of the employer to bargain with the Union over certain aspects of changes to job description, and while preserving the existing policy that allows the Union to be provided with copies of job descriptions.***

**UNION PROPOSAL**  
**ARTICLE V**

**C. Work Week/Workday**

**3. Preparation Plan Time and Playground Supervision**

**a. Preparation Plan Time**

The Board shall ~~make an effort to continue to provide teachers with preparation plan time (excluding lunch) in an amount not less than approximately two hundred twenty-five (225) minutes per week. The Board shall also make a good faith effort to provide a minimum of one (1) plan time per day. Passing periods, lunch periods, any District-directed meetings, assemblies, or any incremental blocks of time consisting of less than thirty (30) minutes shall not count against the two hundred twenty-five (225) minute weekly allotment of plan time. This Section shall not apply to non-classroom teachers responsible for maintenance of their own individual daily schedules. Such non-classroom teachers shall include, but not be limited to, such positions as school nurse, social worker, school psychologist, speech and language therapists, etc.~~

***UNION RATIONALE: An abundance of research shows that adequate and proper plan time allows for more effective, efficient and sustainable student learning. Plan time is that part of the day and week when teachers can attend to the numerous other responsibilities of their job aside from their actual teaching and student contact duties. Teachers also believe that small chunks of time (e.g., the five minutes on the way to a lunch period), which have unfortunately previously been designated as “plan time” at the District, cannot realistically or meaningfully be counted towards plan time. Having District administrators count transition time as plan time ultimately serves as a severe detriment to student success.***

**UNION PROPOSAL**  
**ARTICLE V**

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**G. Class Size Limits [NEW LANGUAGE]**

**Class size limits regarding student-teacher ratios will be in accordance with the below. Such limits will apply to all classes in the District.**

**REGULAR EDUCATION CLASSES**

**Kindergarten = 18 Students**

**Grades 1-3 = 20 Students**

**Grades 4-5 = 22 Students**

**Grades 6-8 = 24 Students, except Physical Education classes Grades 6-8, in which case the class limit will be no more than 30 Students**

**SPECIAL EDUCATION CLASSES**

**Class size limits will align to ISBE rules and regulations**

**Furthermore, all Regular Education Classes will adhere to an 80-20% ratio regarding students with IEPs; in other words, no more than 20% of a Regular Education class's students will have IEPs.**

*UNION RATIONALE: An abundance of research shows that reasonable, and thus manageable, class size limits lead to student success in the classroom. As new national and state mandates continue to be thrust onto the list of teacher responsibilities by outside and non-experienced "education reformers", in addition to the teachers' own continuing professional development state requirements, and as class sizes at District 50 continue to grow, the educational professionals of Woodland Council believe that reasonable class size limits ultimately serve the learning needs of all students.*

**UNION PROPOSAL**

**ARTICLE V**

**H. Overload [NEW LANGUAGE]**

**Any Core Teacher at the Middle School who teaches more than a normal teaching load, which shall be defined as four (4) class periods and one (1) teacher team period, will be paid an additional 20% of the Teacher's regular salary pro rata, for each overload class.**

**Any Non-Core Teacher at the Middle School who teaches more than the regular load, which shall be defined as five (5) class periods, will be paid an additional 20% of the Teacher's regular salary pro rata, for each overload class.**

**An overload, and overload pay, for any Teacher at any District building other than the Middle School will be bargained between the Union and the Board.**

*UNION RATIONALE: In order to maintain an equitable work environment, the Union believes*

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*that all teachers should be compensated equally for similar work, and thus the Union puts forth this proposal.*

**UNION PROPOSAL**

**ARTICLE V**

**I. Curriculum Development [NEW LANGUAGE]**

Teachers who are creating curriculum shall be given time during the work, or paid in accordance with Appendix G if outside of the work day, to create curriculum. Any curriculum development will be a collaborative effort between administration and teachers, with such collaborative curriculum team being comprised, at a minimum, of actual classroom teachers who would be expected to implement the curriculum. Any new curriculum will be implemented over an appropriate period of time, and after appropriate District training and support has been provided to teachers implementing any new curriculum.

*UNION RATIONALE: In order for meaningful and substantive discussions to occur regarding curriculum, which is the cornerstone of the entire Woodland education community, teachers believe that such processes should be collaborative between teachers and administrators rather than by merely top down directives, and that actual classroom teachers, those who will be teaching the curriculum to students day in and day out, should make up a meaningful part of curriculum discussions. With national and state mandates thrust upon teachers and students such as the Common Core standards, authentic, collaborative discussions on all aspects of curriculum are more important now than ever before.*

**UNION PROPOSAL**

**ARTICLE VI**

**B. Workday**

**5. Bus Drivers**

**b. Charter Assignments**

Charters (charters are defined as a special trip for a district sponsored or contracted field trip, athletic event, or special activity) will be offered to drivers who have indicated that they are available for charter assignments. Charter assignments shall be offered to the most senior driver who satisfies the qualifications (if any) for the assignment, ~~whose regular assignment does not conflict with the charter assignment,~~ and who has indicated that he or she is available, rotating through the seniority list as many times as may be necessary. ~~An assignment need not be offered to a driver who is known to be unavailable at the time the assignment is made.~~ The District retains the right to determine the length and timing of charter assignments.



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***UNION RATIONALE: The Union believes that by changing the above language, more bus drivers will have access to more bus routes, and in a manner that will not impede the operations of the District.***

**UNION PROPOSAL**  
**ARTICLE VI**

**B. Workday**

**5. Bus Drivers**

**g. Safety and Training Meetings**

The Transportation Director shall have the authority to require bus drivers to attend monthly safety and training meetings of approximately 1-1 ½ hours in duration. Drivers may not miss more than one meeting per school year, except for emergency circumstances ~~approved by the Transportation Director~~. Multiple dates and times will be offered for each meeting. Topics for such meetings may include, but are not limited to:

- 1.) Safety
- 2.) Discipline
- 3.) Instruction in a variety of conditions and disorders, IDEIA legislation and District policy, and information related to special education.
- 4.) CPR
- 5.) First Aid

**Furthermore, bus drivers will be notified by administration in writing before the school year begins of any students on their bus routes who have special behavioral concerns or considerations; and, during the school year, such written notification will be given to bus drivers no later than 24 hours before the student's placement on the bus route. If a bus driver submits a Disciplinary Referral to administration regarding a student incident, the bus driver will be notified within 24 hours of submission of the Disciplinary Referral regarding what, if any, administrative action was taken (i.e., Administrator Action and/or Administrator Determination of Misconduct and/or Consequences Issued).**

***UNION RATIONALE: The Union believes that just as teachers and teacher aides are, within the limits of the law, regularly apprised of any behavioral concerns of their students, bus drivers should also be apprised of behavioral concerns, as bus drivers do have a legitimate educational interest in the education and supervision of the students they serve.***

**UNION PROPOSAL**  
**ARTICLE IX**

**D. Medical/Dental Insurance - Teachers**

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1. For the 2012-13 school year, the Board shall provide one hundred percent (100%) of the single medical premium and seventy percent (70%) of the family medical premium for a PPO plan (same PPO plan as during the 2011-2012 school year with a \$100 single deductible and a \$300 family deductible). An In-Hospital (Supplemental) plan equal to the single medical rate shall be provided for those teachers not taking medical coverage.

For the life of the Collective Bargaining Agreement, ~~2013-14, and 2014-15 school years~~, the teacher shall have the following options regarding medical insurance coverage:

Option (1): Same PPO plan as during the 2011-2012 school year with a \$100 individual deductible and \$300 family deductible. The Board shall provide eighty-five percent (85%) of the single medical premium and seventy percent (70%) of the family medical premium for this option. The maximum out-of-pocket for single coverage will be \$500 in-network and \$5,000 out-of-network. The maximum out-of-pocket for family coverage will be \$1,500 in-network and \$15,000 out-of-network.

Option (2): PPO plan with a \$500 individual deductible and \$1500 family deductible. The Board shall provide ninety-seven and one-half percent (97.5%) of the single medical premium and seventy-seven and one-half percent (77.5%) of the family medical premium for this option. The maximum out-of-pocket for single coverage will be \$1,250 in-network and \$5,000 out-of-network. The maximum out-of-pocket for family coverage will be \$3,750 in-network and \$15,000 out-of-network.

Option (3): PPO plan with a \$1500 individual deductible and \$3000 family deductible. The Board shall provide ninety-seven and one-half percent (97.5%) of the single medical premium and eighty-five (85%) percent of the family medical premium for this option. The maximum out-of-pocket for single coverage will be \$3,000. The maximum out-of-pocket for family coverage will be \$6,000.

If a teacher moves from single Option (1) to single Options (2) or (3) for either the 2013-14 or the 2014-15 school years, the Board shall pay a one-time stipend to the teacher of \$125 prior to September 30<sup>th</sup> of the following school year.

2. The Board shall provide one hundred percent (100%) of the single and seventy seven point five (77.5%) family dental premium.
3. Teachers whose employment terminates by mutual agreement of the teacher and the Board, or whose employment terminates by order of the Board, shall receive pro rata compensation and benefits based upon the actual period of employment. All benefits shall be based on a calendar year beginning the first day of the school calendar. Any teacher whose benefits must be computed pro rata shall have such done by dividing the actual number of work days by one hundred eighty-five (185) and multiplying this number by the annual benefit involved. In the case of insurance premiums, the final result shall be rounded to the nearest month. In the case of leave time, the final result shall be rounded to the nearest day. (For example: A teacher works one hundred three (103) days. Insurance benefit calculated by  $103 \text{ days} / 185 \text{ days} \times 12 \text{ months} = 6.68$ . This rounds off to seven (7) months of insurance coverage.)

***UNION RATIONALE: The Union proposes to maintain the current insurance options for all union members, and with increasing costs to dental insurance, puts forth the above proposal.***

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**UNION PROPOSAL**  
**ARTICLE IX**

**COMPENSATION AND FRINGE BENEFITS**

**E. Medical/Dental Insurance – Support Staff**

1. For the 2012-13 school year, the Board shall provide one hundred percent (100%) of the single medical premium and seventy percent (70%) of the family medical premium for a PPO plan (same PPO plan as during the 2011-2012 school year with a \$100 single deductible and a \$300 family deductible). An In-Hospital (Supplemental) plan equal to the single medical rate shall be provided for those employees not taking medical coverage.

For the life of the Collective Bargaining Agreement, ~~2013-14, and 2014-15 school years~~, the ~~teacher~~ support staff shall have the following options regarding medical insurance coverage:

Option (1): Same PPO plan as during the 2011-2012 school year with a \$100 individual deductible and \$300 family deductible. The Board shall provide eighty-five percent (85%) of the single medical premium and seventy percent (70%) of the family medical premium for this option. The maximum out-of-pocket for single coverage will be \$500 in-network and \$5,000 out-of-network. The maximum out-of-pocket for family coverage will be \$1,500 in-network and \$15,000 out-of-network.

Option (2): PPO plan with a \$500 individual deductible and \$1500 family deductible. The Board shall provide ninety-seven and one-half percent (97.5%) of the single medical premium and seventy-seven and one-half percent (77.5%) of the family medical premium for this option. The maximum out-of-pocket for single coverage will be \$1,250 in-network and \$5,000 out-of-network. The maximum out-of-pocket for family coverage will be \$3,750 in-network and \$15,000 out-of-network.

Option (3): PPO plan with a \$1500 individual deductible and \$3000 family deductible. The Board shall provide ninety-seven and one-half percent (97.5%) of the single medical premium and eighty-five (85%) percent of the family medical premium for this option. The maximum out-of-pocket for single coverage will be \$3,000. The maximum out-of-pocket for family coverage will be \$6,000.

If an employee moves from single Option (1) to single Options (2) or (3) for either the 2013-14 or the 2014-15 school years, the Board shall pay a one-time stipend to the employee of \$125 prior to September 30<sup>th</sup> of the following school year.

For bus drivers whose route packages at the start of the school year are ~~six~~ five hours or more, those drivers will retain their entitlement to full-time benefits for the remainder of the school year, regardless of whether that route package drops in length below ~~six~~ five hours, unless the driver chooses to switch to a route package of less than ~~six~~ five hours.

2. The Board shall provide one hundred percent (100%) of the single and seventy seven point five (77.5%) family dental premium.

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3. Employees who work less than twenty (20) hours per week are not eligible for coverage under the District group medical and dental insurance plans. Employees who work twenty (20) or more hours per week but who work less than twenty-five (25) hours per week and who participate through payroll deduction in the District group medical and dental insurance plans shall have twenty-five percent (25%) of the premium costs paid by the Board. Employees who work twenty-five (25) or more hours per week but who work less than thirty (30) hours per week and who participate through payroll deduction in the District group medical and dental insurance plans shall have fifty percent (50%) of the premium costs paid by the Board.
4. Employees whose employment terminates by mutual agreement of the employee and the Board, or whose employment terminates by order of the Board, shall receive pro-rata compensation and benefits, if eligible, based upon the actual period of employment. It is recognized by the parties that insurance benefits must be pro-rated on a twelve (12) month basis hereunder, regardless of the work year of the employee. In such cases, the actual number of days worked shall be divided by the number of days in that employee's work year to determine the appropriate pro rata amount.

***UNION RATIONALE: The Union proposes to maintain the current insurance options for all union members, and with increasing costs to dental insurance, puts forth the above proposal.***

**UNION PROPOSAL**  
**ARTICLE IX**

**S. Tuition Reimbursement - Teachers**

Commencing with classes that began July 1, 2012 or later, the Board shall grant tuition reimbursement to full-time teachers in an amount not to exceed an individual maximum per year, as stipulated in the Additional Benefits Schedule, and an aggregate maximum for all teachers of ~~\$100,000~~ **\$175,000** for the ~~2012-13~~ **2015-16** school year, ~~\$150,000~~ **\$200,000** for the ~~2013-14~~ **2016-17** school year, and ~~\$175,000~~ **\$200,000** for the ~~2014-15~~ **2017-18** school year, **\$225,000 for the 2018-19 school year and \$225,000 for the 2019-20 school year.** If combined teacher tuition reimbursement requests exceed the annual aggregate maximum, reimbursements will be prorated by percentage proportionally (same percentage) across total dollars necessary to reach maximum allowance, provided the teacher complies with the requirements of this Section.

***UNION RATIONALE: After researching information and data provided to the Union from the Board, the Union believes the above district caps are in line with historical trend data and in line with changes that have been made to this benefit over the last several years.***

**UNION COUNTER TO BOARD PROPOSAL**  
**ARTICLE IX**

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**V. Insurance Following Retirement Benefits - Teachers**

Any teacher retiring from the District with a minimum of ten (10) years of District service ~~and who is 1) drawing an Illinois Teacher Retirement System annuity, and 2) enrolled in the Illinois Teacher Retirement System health insurance plan or other health insurance plan outside the group plan offered by the District, and 3) not participating in the District group insurance plan while retired~~ shall receive **an annual Board stipend for either five (5) years or ten (10) years reflected in contribution toward such insurance for either two (2) years or five (5) years based on years of service to the District** **the amounts** as stipulated in the Additional Benefits Schedule **G**.

Such contributions shall be paid directly to the teacher by January 31<sup>st</sup> of each calendar year immediately following the commencement of TRS pension payments for the period of time as determined by years of service as set forth above in this paragraph V. No teacher shall have the option to elect a different payment schedule. If the teacher dies prior to receiving all benefits under this paragraph V, then such benefits shall cease.

***UNION RATIONALE: The Union believes the above counter will help to correct a deficiency created by a previous Board demand from 2012 negotiations.***

**UNION PROPOSAL**

**ARTICLE IX**

**X. Holidays and Weekends - Support Staff**

The following shall be non-working paid holidays for twelve (12) month employees as conditioned hereunder:

**1. New Year's Eve Day**

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
*Independence Day	<b><u>Christmas Eve Day</u></b>
	Christmas Day
	<b><u>Martin Luther King Day</u></b>

**Lincoln's Birthday (or President's Day, if the District is granted a waiver by the State to celebrate President's Day in lieu of Lincoln's Birthday)**

**Pulaski Day**  
**Columbus Day**  
**Veteran's Day**

\*When **any of the above holidays** ~~Independence Day~~ falls on a Saturday, the Friday before shall be a non-working paid holiday, and when it falls on a Sunday, the Monday following shall be a non-working paid holiday.

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2. ~~Martin Luther King Day~~  
~~Lincoln's Birthday (or President's Day, if the District is granted a waiver by the State to celebrate President's Day in lieu of Lincoln's Birthday)~~  
~~Pulaski Day~~  
~~Columbus Day~~  
~~Veteran's Day~~

~~These days shall be celebrated as non-working paid holidays unless declared otherwise by the State Board of Education, or unless a waiver of such day or days is granted to the Board by the State Board of Education.~~

3. **Memorial Day, Labor Day**, New Year's Day, Thanksgiving Day, and Christmas Day shall be non-working paid holidays for non-twelve (12) month employees.
6. Any employee, called in to work on a non-working paid holiday, ~~except winter recess~~, shall receive overtime at double the employee's hourly rate (double-time). Payment shall be made in the next available payroll. This provision shall not apply to time compensated pursuant to Article IX, Section Z, Call Back Pay – Support Staff.
7. Any employee, ~~exclusive of bus drivers~~, called in to work on Saturday **or Sunday (or as the weekend is defined for an employee with a non-regular workweek)** and for whom Saturday **the weekend** is not a regularly scheduled workday shall receive overtime at one and one-half (1-1/2) the employee's regular hourly rate regardless of the number of hours the employee worked during the regular workweek. ~~For bus drivers, overtime shall be calculated at the bus driver's regular rate.~~ Payment shall be made in the next available payroll.

***UNION RATIONALE: During the term of the recently expired contract, the district unilaterally eliminated certain school holidays, including observation of certain religious holidays, against the objections of the Union. In order to prevent that from happening again, the Union puts forth this proposal.***

**UNION PROPOSAL**  
**ARTICLE IX**

**Y. Vacations – Support Staff**

Twelve (12) month employees shall receive non-working paid vacation as conditioned hereunder:

1. Vacation allowance shall be computed on a monthly basis as of the date the employee is hired until the June 30<sup>th</sup> next following, and thereafter shall be computed on an annual basis beginning with the first July 1st following the date of hiring. Vacation shall accrue to the year following the year (or fraction thereof) earned and ~~may only be used during said year of accrual.~~ **Up to five (5) days of unused vacation time may roll-over, without limit, from year to year.** For purposes of this Section, "year" shall be defined as July 1 through June 30<sup>th</sup>.

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- 6. Any non-12 month employee who voluntarily or involuntarily transfers into a 12-month position shall be granted vacation time, in accordance with the above, on a pro-rata basis.**

***UNION RATIONALE: The Union believes that certain classifications of education support personnel currently have the vacation-day roll-over benefit and proposes that it be accessible to all educational support personnel. Furthermore, the Union believes that when a non-12 month employee transfers into a 12-month position, whether voluntarily or involuntarily, s/he should not lose accrued vacation time that had been earned up to the transfer.***

**UNION PROPOSAL**

**ARTICLE IX**

**CC.District Committee Compensation [NEW LANGUAGE]**

**When the District initiates a District-level committee that meets outside of the workday, exclusive of the District Liaison Committee, employees who serve on that committee, inclusive of Teachers and support staff, will be paid in accordance with the Supplementary Pay Schedule (Appendix F).**

***UNION RATIONALE: The Union believes the above proposal honors the professionalism and dedication of employees who step up and go beyond standard job duties and expectations when serving on district-level committees.***

**UNION PROPOSAL**

**ARTICLE X**

**J. Duration**

This Agreement shall be effective on ~~July 1, 2012~~ **July 1, 2015** and shall remain in effect through ~~June 30, 2015~~ **June 30, 2020**.

***UNION RATIONALE: The Union believes that a long term contract serves the interests of all Woodland District 50 stakeholders.***

**UNION PROPOSAL**

**APPENDIX F**

In addition to regular raises to the stipends and hourly amounts in this appendix, the Union proposes raising some of the position stipend/hourly amounts above what it proposes for regular increases based on research that shows that some positions are grossly underpaid in comparison to other county like-positions

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**COST SUMMARY**

2015-2016 (Year 1)	<b>\$2,430,584</b>
2016-2017 (Year 2)	<b>\$1,553,595</b>
2017-2018 (Year 3)	<b>\$1,478,997</b>
2018-2019 (Year 4)	<b>\$1,513,807</b>
2019-2020 (Year 5)	<b>\$945,164</b>

The Union is also proposing to maintain the current health insurance cost-share percentages and plan options, the cost of which is included in the above cost summary amounts.

There are other nominal costs associated with some language and economic items that are part of standard district operation, which include yearly variance, and thus cannot be estimated.