BOARD OF EDUCATION BLUE RIDGE COMMUNITY UNIT SCHOOL DISTRICT NO. 18 PUBLIC POSTING

September 30, 2019

Overview of Bargaining

The Blue Ridge Federation of Teachers is the exclusive bargaining representative for all non-exempt employees of the School District, including teachers and paraprofessional and school related personnel ("PSRP"). PSRP include custodians, maintenance workers, bus drivers, secretaries, cafeteria employees, library clerks, aides and a nurse. There are approximately 110 employees in the bargaining unit represented by the Federation.

Bargaining for a successor agreement to the 2016-2019 collective bargaining agreement between the Board of Education and the Blue Ridge Federation of Teachers began on February 11, 2019. Additional meetings were held between the parties on March 11, March 21, April 22, May 21, May 29, July 22, and August 12. Following the August 12 meeting, the parties jointly requested the assistance of a mediator through the Federal Mediation and Conciliation Service ("FMCS"). Additional meetings with the assistance of the mediator occurred on September 5 and September 24. On September 23, the Federation initiated the public posting process, pursuant to Section 12 of the Illinois Educational Labor Relations Act.

The 2016-2019 collective bargaining agreement expired on June 30, 2019. The first day of the 2019-2020 school year was August 19, 2019.

During the course of bargaining, the parties have reached tentative agreements for many changes to the contract, including an increase in sick leave allotment from 14 days per year to 14-21 days per year (depending on years of service to the District), an increase in the amount of tuition reimbursement paid by the Board for teachers from a maximum of \$300 per year to a maximum of \$800 per year, expansion of the use of personal leave, payment of additional fees for PSRP, revisions to the Extra Duty Schedule, and the deletion of the Fair Share section as required by a U.S. Supreme Court decision. Both parties have also withdrawn proposals which have been made during the bargaining process.

Open Items

The following matters remain open:

- Salary and wage increases
- Health insurance, including contribution to a health savings account ("HSA")
- Payment for work outside the regular work day
- Board-paid retirement clarification
- Student connection survey impact on evaluations
- Term of agreement

The Board submitted a complete counterproposal through the mediator to the Union on all open items at the September 24 bargaining meeting. That proposal is attached as Exhibit A.

I. SALARY AND WAGE INCREASE

A. Salary Schedule Explanation

To understand the parties' salary and wage proposals, one has to understand the teachers' salary schedule. As with most teachers' contracts, the salary schedule for teachers includes steps for years of service to the District and lanes for additional education. Depending on the education lane, there are between 17 and 19 vertical steps. The amounts of the step increases vary from \$1229 to \$2112, including the TRS pension contribution paid by the Board. While the percentages vary somewhat, the average percentage increase of a step is 2.69%. In other words, for a teacher's first 17 years in the District, he or she will receive an average 2.69% increase without any additional money applied to the Salary Schedule, and without completing any additional education. Teachers also have the opportunity to advance horizontally on the Salary Schedule by completing hours past their Bachelor's Degree, including a Master's Degree. There are a total of nine education lanes on the Salary Schedule, with the amount of increase for additional education ranging from \$1120 to \$1551. Again, while the percentage increases vary, the average additional amount for advancing to another lane is 2.5%, not including the amount of the step for an additional year of service. If no additional money is added to the Salary Schedule, the cost to the District of the same teachers in 2018-2019 advancing one step on the schedule in the 2019-2020 school year is \$42,959, due solely to the natural pay raise from advancing one step for another year of service.

Unlike many school districts, Blue Ridge PSRP are also paid on an hourly wage scale for their first eight years of employment. While the dollar amounts vary, the average increase of a step on the PSRP scales is approximately 3.5%. As with teachers, therefore, the District's PSRP also receive an increase in their first eight years of employment of approximately 3.5% without any additional money applied to the scales.

On average, teachers and PSRP who are on the Salary Schedule will receive a step increase of about 3.0% without any additional money applied to the Salary Schedule and without completing any additional education.

The Salary Schedules for each year of the 2016-2019 collective bargaining agreement can be viewed at https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/166967/2016-2019_CBA_Final_-_Signed.pdf. The District's website is www.blueridge18.org.

B. Board Proposal

At the September 24 bargaining meeting, the Board proposed salary increases for a new three year contract as follows:

2019-2020 Step increase (average of 3.0%) plus an additional 2.25% for a total of 5.25%

2020-2021 Step increase (average of 3.0%) plus an additional 2.0% for a total of 5.0% Step increase (average of 3.0%) plus an additional 2.0% for a total of 5.0%

In addition, the Board has proposed eliminating the first two rows of the teachers' salary schedule and adding two new rows at the end of the schedule (each with built-in 2% steps), in order to increase the salary paid to beginning teachers. Under the Board's proposal, a beginning teacher with a Bachelor's degree and no prior experience would be paid a salary of \$37,026 in the 2019-2020 school year, including the Board's pension contribution paid on behalf of the teacher. That is an increase of more than \$3500 from the amount paid to a similar beginning teacher in the 2018-2019 school year. Teachers on the Salary Schedule (43 out of 63 total teachers) would receive an average increase, including step, of 4.94% in the first year, 4.69% in the second year, and 4.69% in the third year.

The Board also proposed the same percentage increases (step plus 2.25%, step plus 2.0% and step plus 2.0%) for PSRP employees. As with the teachers, PSRP on the wage scales (38 out of 52 total employees) would receive an average increase, including steps, of 6.0% in the first year, 5.5% in the second year, and 5.5% in the third year.

The total estimated cost of the Board's salary proposal is as follows:

Year	Increase in Teachers' Salary	Increase in PSRP Salary	Total
2019-2020	\$84,275	\$51,036	\$135,311
2020-2021	\$54,531	\$51,406	\$105,937
2021-2022	\$110,699	\$49,664	\$160,363

C. Union Proposal

The Union has proposed an increase of 4.25% plus any step increase (average of 3.0%) for all employees. For teachers on the salary schedule and PSRP on the wage scales, this would amount to an approximate increase of 6.94% for teachers and 7.75% for PSRP for the 2019-2020 school year. The Union's initial salary and wage proposal, presented at the first bargaining meeting on February 11, was for an increase of 4.75% plus applicable steps for all employees. The Union submitted a revised proposal of 4.5% on May 21, and finally submitted the current demand of 4.25% plus all applicable steps (average of 3.0%) for a total proposed increase of 7.25% on August 12.

The Board calculates the cost of the Union's salary proposal for the 2019-2020 school year as follows:

Year	Increase in Teachers' Salary	Increase in PSRP Salary	Total
2019-2020	\$148,568	75,563	\$224,131

The Union has only proposed a one-year contract. However, if the same 4.25% increase proposed by the Union were made in the 2020-2021 and 2021-2022 school years, the additional cost would be:

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Year	Increase in Teachers' Salary	Increase in PSRP Salary	Total
2020-2021	\$140,306	\$81,770	\$222,076
2021-2022	\$201,558	\$81,793	\$283,351

The Union's proposal also calls for the elimination of the first one row of the teachers' salary schedule (the Board proposes eliminating two rows) and an addition of one row at the end of the schedule with a step increase of 3% from the previous row. As a result of the Union's proposal, a beginning teacher with a Bachelor's degree and no prior experience would be paid \$36,010, including Board-paid TRS, which is actually less than the Board's proposal of \$37,026.

II. HEALTH INSURANCE AND HEALTH SAVINGS ACCOUNT

The Board currently pays the full cost of individual health insurance premiums for all employees of the District who work at least 30 hours per week, subject to a maximum premium increase of 10% annually. The Board's health insurance proposal is to continue such payments on behalf of employees. In addition, the Board's proposed revisions to the contract adds language proposed by the Union to strengthen the role of the Insurance Committee (made up equally of Union appointees and Board appointees) in the selection of insurance plans. The District was responsible for \$637,824 in health insurance premiums for bargaining unit members during 2018-2019. If the premiums increase by 10%, that amount would increase to \$701,606 in 2019-2020, subject to change depending on the number of participants.

The only disagreement regarding health insurance involves the Board's contribution to a Health Savings Account ("HSA") for employees. The Board has made contributions to employees' HSA's in the past few years to offset most, if not all, of the cost of deductibles incurred by employees. Those contributions were not required by the contract. The Union initially proposed contract language which would require the Board to contribute \$3000 per year to each participating employee's HSA. At the September 24 meeting, the Union reduced its proposal to require the Board to contribute \$2750 to each participating employee's HSA. The Board is willing to commit to a set amount in the contract, but not as much as the Union is demanding. During the 2018-2019 school year, the Board contributed \$1904 for each participating employee, for a total cost of \$167,552. The Board has proposed guaranteeing an HSA contribution for each of three years as follows:

2019-2020	\$2100
2020-2021	\$2300
2021-2022	\$2500

Under the Board's proposal, if the same number of employees (88) participate as did during the 2018-2019 school year, the cost to the District will increase by \$17,248 in 2019-2020, \$17,600 in 2020-2021, and \$17,600 in 2021-2022; this represents a cumulative increased cost to the District of \$52,448.

The additional cost of the Union's proposal of \$2750 per employee during the 2019-2020 school year would be \$74,448. If this continued for the 2020-2021 and 2021-2022 school years, the cumulative increased cost to the District would be \$223,344.

III. PAYMENT FOR WORK OUTSIDE THE REGULAR WORK DAY

The contract calls for teachers to be paid for certain projects and needs of the District completed outside of the regular work day. These types of projects include professional development/trainings and some committee work. Extracurricular sponsors and coaches are paid on a separate Extra-Duty Schedule and are not included in this calculation, but coaches' pay is based on this same rate. The 2016-2019 contract provides that the hourly pay for such projects and responsibilities is the hourly rate equivalent of the second step on the salary schedule. For the 2018-2019 school year, that hourly rate was \$23.79. The Board has proposed keeping the contract language the same. However, because of the changes and increases to the salary schedule proposed by the Board, the hourly rate would increase to \$25.71 in the first year, \$27.12 per hour in the second year, and \$28.41 per hour in the third year under the Board's salary proposal.

The Union has proposed all such time outside of the work day be paid at a flat rate of \$33.00 per hour, not including the required TRS contribution. When adding the TRS contribution, the rate increases to \$35.97/hour in the Union's proposal.

Assuming the same number of payments in the 2019-2020 school year as in the 2018-2019 school year, the cost of the Board's proposal is \$63,141 in the first year, \$66,607 in the second year, and \$69,746 in the third year, while the cost of the Union's proposal is \$88,306 in 2019-2020 and unknown for years beyond that.

This rate also affects the pay for extracurricular coaches and sponsors. Currently the District pays approximately \$132,000 per year for coaches and sponsors. By increasing the beginning teacher's salary, the pay for coaches is expected to increase by \$14,600 in the first year, another \$2900 in the second year, and another \$3000 in the third year when based on the Board's proposal. The Union's proposal raises pay for coaches by approximately \$10,600 in the first year and is unknown for years beyond that.

IV. BOARD PAID RETIREMENT CLARIFICATION

The current contract provides that, in addition to the salary paid for each teacher, the Board will pay the sum of 10.3753% of the salary to the Teachers' Retirement System ("TRS") to pay to the employee's required contribution to TRS. That percentage is based on the former rate of 9.4% of each employee's salary which had to be paid to TRS. That amount dropped a few years ago to 9.0%, which means the amount due, if paid in addition to the salary, is now 9.8901%. The Board has not proposed contract language to decrease the percentage, but has simply proposed inserting the words "up to" before the percentage, which would protect the employees in the event the percentage required to be paid to TRS is increased at some point by future legislation. Since the

change in the law, the Board has paid the actual amount required by TRS, and the Board's proposal will not change that. The Union has rejected the Board's proposal, though it has indicated it may agree to it as part of a "package proposal."

The cost to the District of the current Board proposal under current TRS rules is \$0. The cost of the Union's proposal (to keep the same contract language) is \$0.

V. STUDENT CONNECTION SURVEY

School districts in Illinois are now required to conduct "student connection surveys" of students of certain ages to determine attitudes and behaviors that may impact student success. The Union has proposed a new section be added to the Evaluation article of the contract which would prohibit the District from using "student connection surveys" for evaluation or discipline purposes. The Board has no interest in using such surveys for those purposes; however, it believes including such language in the contract is unnecessary. Nothing else in the Evaluation article is remotely similar to that provision. In fact, the District has recently amended its Teacher Evaluation Plan (which is not part of the contract) to provide such surveys will not be used for teacher evaluation purposes. Nevertheless, the Union is still proposing that language be added to the contract.

It is unlikely that the Union's proposal, or the Board's rejection of the same, would involve a monetary cost to the District.

VI. TERM OF AGREEMENT

In ten meetings between the parties, the Union has proposed nothing but a one-year contract. The Board has proposed a three-year contract, as has been the practice in the District. The last two contracts between the parties (2013-2016 and 2016-2019) have been for three years. Particularly given the amount of time and expense involved with bargaining over the current contract, the Board does not believe it is in anyone's interest to go through the process again next year.

SUMMARY OF COSTS OF BOARD AND UNION PROPOSALS

The Board calculates the total projected costs of the most recent proposals (or "offers") of the Board and the Union as follows:

Board Proposals	2019-2020	2020-2021	2021-2022
Teachers' Salary Increase (incl. step)	\$84,275	\$54,531	\$110,691
PSRP Wage Increase (incl. step)	\$51,036	\$51,406	\$49,664
Increased HSA Contribution	\$17,218	\$17,600	\$17,600
Teacher Work outside Regular Work Day*	\$63,141	\$66,607	\$69,746
Extracurricular Pay	\$14,631	\$2900	\$3000
TOTAL	\$230,301	\$193,044	\$250,701

Union Proposals	2019-2020	2020-2021	2021-2022
Teachers' Salary Increase (incl. step)	\$148,568	Unknown	Unknown
PSRP Wage Increase (incl. step)	\$75,563	Unknown	Unknown
Increased HSA Contribution	\$74,448	Unknown	Unknown
Teacher Work outside Regular Work Day**	\$88,306	Unknown	Unknown
Extracurricular Pay	\$10,600	Unknown	Unknown
TOTAL	\$397,505	Unknown	Unknown

^{*}Based on hourly rates of \$25.71 in 2019-2020, \$27.12 in 2020-2021, and \$28.41 in 2021-2022. ** Based on hourly rate of \$35.97 in 2019-2020, no proposal for 2020-2021 and 2021-2022.

BLUE RIDGE COMMUNITY UNIT DISTRICT NO. 18 BOARD COUNTERPROPOSAL

September 24, 2019 6:00 p.m.

ARTICLE VII COMPENSATION

A. 2016-2017, 2017-2018 and 2018-2019 2019-2020, 2020-2021 and 2021-2022 Salary Schedules

Cells on the salary schedules increase by 1.0% for each year of the contract (2016–2019). All certified staff shall advance one (1) step on the salary schedule each year. All certified staff leaving or who are currently off the salary schedule (formerly known as longevity) shall receive a two percent (2%) salary increase each year of this Agreement. No person who is off the schedule shall be allowed to move horizontally on the schedule.

Employees will advance one step on their respective Salary Schedule for each year of the contract. 1.0% will be added to each cell on the Schedule. Employees who are at Step 8+ on the schedule will receive an increase of 2.0%.

Cells on the salary schedules for licensed staff increase by 2.25% in 2019-2020, 2.0% in 2020-2021, and 2.0% in 2021-2022. All licensed staff shall advance one (1) step on the salary schedule each year. After moving all licensed staff one (1) step, the first two rows of the salary schedule shall be removed and all rows shall be renumbered beginning with the number 1 (one). Two new rows shall be added at the end of the salary schedule so that there shall remain 19 (nineteen) rows on the salary schedule. Each of the two new rows will be 2% greater than their preceding row. See the attached schedule; new rows are highlighted in blue. The first cell in the BS Experience Column will be provided a special one-time adjustment in which the rate is set at \$37,026 (boldface number) for the 2019-2020 school year; thereafter that cell will be adjusted as stipulated by the Agreement.

All licensed staff leaving or who are currently off the salary schedule (formerly known as longevity) shall receive a two and one-quarter percent (2.25%) increase in 2019-2020, a two percent (2.0%) increase in 2020-2021, and a two percent (2.0%) increase in 2021-2022. No person who is off the schedule shall be allowed to move horizontally on the schedule. For 2019-2020, any teacher who was on the last row of the 2018-2019 salary schedule will be placed in the subsequent newly established row of the Experience Column for which he/she is eligible.

PSRP will advance one step on their respective Salary Schedule for each year of the contract. Two and one-quarter percent (2.25%) will be added to each cell on the schedule in the 2019-2020 school year, and two percent (2.0%) will be added to each cell in the 2020-2021 and 2021-2022 school years. Employees who are at Step 8+ on the schedule will receive an increase of 2.25% in 2019-2020, 2.0% in 2020-2021 and 2.0% in 2021-2022. See the attached schedule.

All references in the Agreement to formulas based on BS-0 or BS-1 will become BS-1 and be based on the first cell in the BS Experience Column on the salary schedule for licensed staff.

C. Work Outside the School Calendar or Regular Work Day

The Board rejects the Union's proposal and resubmits its initial proposal:

The hourly wage paid for additional work by teachers to support educational projects or educational needs of the District shall be the rate defined as "BS-1" category on the current salary schedule including the TRS portion divided by one thousand four hundred forty (1440) hours. The District shall pay the teacher's contribution to Social Security and Medicare for pay that is not part of TRS. to be calculated at a rate defined as BS-1 category on the current salary schedule excluding the TRS portion. This rate does not apply to positions defined on the Extra-Duty Schedule or Curriculum/Certification Days and payment must be authorized in advance by the Superintendent.

D. Board-Paid Retirement

The Board resubmits the following counterproposal:

In addition to the salary paid according to the salary schedule and the extra-duty schedule. The Board will pick up and pay <u>up to</u> 10.3753% of the employee's salary toward the employee's contributions in accordance with IRS Ruling 81-36 to the Illinois Teachers' Retirement System.

The salary schedule includes full District-paid retirement for TRS. The bottom (boldface) number is the salary used for TRS calculations. The differential represents the District-paid portion of the retirement. The teacher contribution to TRS (as limited above) and THIS will be paid by the District.

E. Insurance

The Board resubmits the following counterproposal:

The Board shall pay the individual annual insurance premium for a program of health insurance comparable to that which currently is in place. The Board will continue to offer employees the opportunity to purchase dental and vision plans. A joint committee Joint Health Insurance Committee (JHIC) made up of equal representation from the Federation and the Board shall meet at least twice per year or as otherwise needed to study and evaluate insurance options, premium costs, changes in coverage, benefits and carriers. The Union President shall appoint the Federation representatives to the JHIC, and the Board shall appoint their representatives. The committee shall attempt to reach a consensus and will recommend to the Board concerning which insurance options should be offered to employees. If the JHIC is unable to reach an agreement (that is, a simple majority of those appointed) by November 20, the same plans and options shall remain in effect for one (1) additional year, the Board shall select the options that are in the best

interest of the employees and the District. If any of those plans are unavailable, the JHIC will choose a comparable replacement plan. Any changes in the Board funded premium after the previous contract year (2015-2016) will be limited to ten percent (10%) annual increase (that is, 10% for each year of this collective bargaining agreement) in the highest premium for an individual teacher within the group insurance program. The annual increase will be based on the health insurance premium.

In addition to the Board-paid insurance premiums above, the Board will pay into each participant's Health Savings Account \$2100 in the 2019-2020 school year, \$2300 in the 2020-2021 school year, and \$2500 in the 2021-2022 school year.

When two (2) bargaining unit members are spouses, the Board shall pay an amount equal to the single coverage insurance coverage for both employees toward the cost of employee plus spouse or family coverage. In the event the cost of the employee plus spouse or family coverage is less than twice the amount of the single premium, the Board shall only pay the amount of the employee plus spouse or family coverage, as the case may be.

Those employees who, prior to May 1, 2013, elected not to participate in the health insurance program offered by the District, shall be allowed to participate in alternative programs equal to the lowest premium for an individual employee with the group insurance program not to exceed Three Thousand Seven Hundred and 00/100 Dollars (\$3,700.00).

Employees shall be eligible for full benefits if they work thirty (30) or more hours per week. Those employees who work at least twenty-five (25) hours but less than thirty (30) hours per week shall be eligible for seventy-five percent (75%) paid benefits. Those employees who work at least twenty (20) hours but less than twenty five (25) hours per week shall be eligible for fifty percent (50%) paid benefits.

In the event the provision of any health insurance plan or coverage or the payment of any premium by the District under this Section causes the District to incur a penalty assessment or fee of any type under Federal or State law, the parties agree to reopen this Section only for the purpose of agreeing upon alternatives to avoid the payment of such penalty, assessment or fee.

ARTICLE VIII EVALUATION

C. Student Connection Survey [new]

The Board rejects the Union's proposal.