

AGREEMENT

between

**JOLIET #86
SCHOOL RELATED
PERSONNEL COUNCIL
AFT-Local 604**

and

**BOARD OF SCHOOL INSPECTORS
School District #86**

July 1, 2012 – June 30, 2014

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Article I – Recognition

- 1.1** The Board of School Inspectors of School District No. 86, Will County Illinois (hereinafter referred to as the BOARD) recognizes the Joliet #86 School Related Personnel Council, AFT-Local 604, IFT/AFT, AFL-CIO, (hereinafter referred to as the UNION) as the sole and exclusive bargaining representative for full-time (6 hours or more daily) and part-time (5 hours or more daily) employees in the titles of Secretary, Health Aide, Paraprofessional, Temporary One-to-One Paraprofessional, Food Service Assistant, Food Service Unit Supervisor, Food Service Assistant Unit Supervisor, Van Driver, Clerical Aide, Print Room Manager, Print Room Assistant, and Receptionist on matters directly affecting wages, hours, and terms and conditions of employment.

Excluded shall be the following titles: Board Secretary/Secretary to Superintendent, Secretary to Assistant Superintendent Curriculum /Instruction, Secretary to Assistant Superintendent Human Resources/Labor Relations, Secretary to Assistant Superintendent of Business Services, Secretary to Chief Officer for Legal Services and Labor Relations, Secretary to Assistant Superintendent for Student Services, Secretary to the Director of Technology, Food Service Coordinator, Secretary to Building Support Services, Personnel Clerk, Payroll Coordinator, Bookkeeper, Purchasing Agent, Coordinator of Support Services, Transportation Clerk, and Coordinator of Data Processing.

- 1.2** Both the Board and the Union agree to abide by the provisions of this Agreement.
- 1.3** The Board and Union agree that accurate information is important to the effective resolution of differences and the effective conduct of negotiations. It is therefore mutually agreed that both parties shall make available such reasonably available and non-privileged information,

statistics, and records as may be mutually agreed to be necessary for future negotiations.

- 1.4** If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment, the written terms of this Agreement shall govern. If there is any conflict between the written terms of this Agreement and written BOARD policies or written BOARD rules and regulations which may from time to time be in effect, the written terms of this Agreement shall govern.
- 1.5** Except as specifically limited by the express provisions of this Agreement, the Board retains traditional rights to manage and direct the affairs of the BOARD in all of its various aspects and to manage and direct its employees including, but not limited to the following: to plan, direct, control and determine all the operations and services of the BOARD; to direct the working forces; to establish the qualifications for initial employment and to employ; to lay off employees pursuant to this Agreement; to evaluate employees; to schedule and assign work; to determine the methods, means and equipment to be used; to assign overtime; to determine the organization and number of personnel; to make and enforce reasonable rules and regulations; to transfer or discipline employees.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the BOARD, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

Article II - Union-Board Relations

2.1 Meetings - Superintendent With Union Executive Committee

1. Whenever it is necessary, the Superintendent and/or the appropriate designated representative(s)

will be available to meet on a quarterly basis with the Executive Committee (not to exceed four) of the Union at a mutually agreeable time to discuss matters relating to the administration of this Agreement. Each party shall submit written agenda items to the other party at least five (5) days prior to the meeting. These meetings shall not constitute negotiations for the purpose of altering the Agreement.

2. Whenever possible, such meeting(s) will take place outside of the normal school day.
3. Nothing in this Section shall preclude either party from requesting or agreeing to other meetings between the Superintendent and/or the appropriate designated representative(s) and the Executive Committee.

2.2 Meetings During Working Hours

Whenever members of the Bargaining Unit are mutually scheduled by the parties to participate during working hours in conferences, meetings, or in negotiations, they will suffer no loss in pay.

2.3 Board Agenda - Access

1. The Union shall have reasonable access to a place on the Agenda of Meeting of the Board of School Inspectors, providing that such request shall be submitted in writing not less than seven (7) school days prior to the date of the meeting, such notice to include notice of the general topic or area to be presented in reasonable substance.
2. Pursuant to the Illinois Open Meeting Act (5 ILCS 120/1 *et seq.*), the Board agenda and approved minutes of open sessions are posted on the District's web site. The President of the Union

shall be notified as soon as possible of all special meetings of the Board.

3. The Union President may receive the personnel report from each Board meeting.

2.4 Printing of Agreement

The cost of printing this Agreement shall be borne equally by the Board and the Union.

Article III - Union Rights

3.1 Release Time For Union Officials

The Union President, or designee, subject to administrative approval, may be allowed release time for the investigation of grievances or other appropriate activities relating to this Agreement or employee welfare.

Under no circumstances shall representatives of the Union, at local, state, or national levels, by their actions in investigations and visitations interfere with the normal and effective operation of the schools. All such visitations shall be coordinated by proper notice to the building administrator.

3.2 Union Dues

The Board will deduct the required amount for the payment of Union dues from the pay of each employee from whom it receives an authorization to do so. Individual payroll deduction authorizations must be filed in the Business Office, by the Union Treasurer, at least fourteen (14) days prior to the first deduction.

A list of employees with information showing amount deducted from each as authorized, with explanatory reason if and when no deduction was made, shall be sent to the Treasurer of the Union each pay day together with

payment for such deductions. Payroll deductions shall continue unless and until the authorization is withdrawn by the individual employee by written notice, through the Union Treasurer, to the Business Office.

The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the Board, directly or indirectly, as a result of any action taken or not taken by the Board pursuant to any written communication from the Union under the provisions of Section 3.2.

3.3 Fair Share

1. All employees covered by this Agreement who are not members of the Joliet #86 School Related Personnel Council, AFT Local 604, commencing on the effective date of this Agreement, or sixty (60) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Joliet #86 School Related Personnel Council, AFT local 604, shall pay to the Joliet #86 School Related Personnel Council, AFT Local 604, each month, their fair share of the costs of the services rendered by the Joliet #86 School Related Personnel Council, AFT Local 604, that are chargeable to non-members under State and Federal law.
2. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Joliet #86 School Related Personnel Council, AFT Local 604, provided, however, that the Joliet #86 School Related Personnel Council, AFT Local 604, shall submit to the Board an affidavit which specifies the amount constituting fair share not exceeding the dues uniformly required of members of the Joliet #86 School Related

Personnel Council, AFT Local 604, and which describes the rationale and method by which the fair share was determined, including a description of the expenditures which were excluded in determining the fair share.

3. Upon receipt of said affidavit the Board shall provide information to the Joliet #86 School Related Personnel Council, AFT Local 604, to assist the Joliet #86 School Related Personnel Council, AFT Local 604, in ascertaining the names of all employee non-members of the Joliet #86 School Related Personnel Council, AFT Local 604, from whose earnings the fair share payments shall be deducted and their work locations.
4. The procedures employed for the implementation of fair share and the rules for the implementation of fair share shall be those established by the Educational Labor Relations Act, 115 ILCS 5/11 and by the Illinois Educational Labor Relations Board.
5. 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 Joliet #86 School Related Personnel Council, AFT Local 604, the Joliet #86 School Related Personnel Council, AFT Local 604, shall promptly adopt and comply with said decision, notify the Board to reduce deductions from the earnings of non-members to said prescribed amount, and otherwise comply with said decision.
6. The Board shall use its best efforts to comply with the provisions of this Article, and shall not be liable for inadvertent errors or omissions and the like in Section 3.3, Subsections 2, 3 and 4 above.

7. The Joliet #86 School Related Personnel Council, AFT Local 604, shall indemnify and hold harmless the Board, its' members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, costs, losses and expenses, or other forms of liability including, but not limited to, the cost of defense thereof and attorneys' fees therewith in any manner resulting from or arising out of or connected with this Agreement or this Article or the consequences therefore or that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

3.4 Use of School Equipment

Insofar 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 duplicating, typing, single room amplifying systems, mail systems, or their equivalents is desirable to enhance effective communications between staff members, such use is authorized and shall be coordinated at the direction of the appropriate building administrator. Nothing included herein shall authorize the utilization of school equipment in such a way as to impede or impair the regular operation of the schools, and first priority for equipment use shall be the needs of the instructional program. Each building principal shall designate bulletin board space of at least 2x3 for the posting of Union notices and information. In such space as designated, no person other than the Union designee, shall add or remove material from such bulletin board.

Article IV - Fair Practices

- 4.1 No employee shall be prejudiced in his/her employment

because he/she has joined or failed to join any lodge, political party, religious group, employees' association, union or other lawful organization, provided no such activities interfere with the instructional program.

- 4.2** The Union agrees to fulfill its duty to fairly represent all employees covered by this Agreement. The Union further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages, which result from any failure on the part of the Union to fulfill its duty of fair representation.
- 4.3** No claim alleging a violation of this Section for which there is another procedure or adjudication established by law or rule or regulation having the force of law shall constitute a grievance under the terms of this Agreement.

Article V - Work Schedules And Work Rates

5.1 Job Descriptions

A job description will be given to new employees or upon request to current employees. A meeting may be requested by either party to discuss any job classification covered by this Agreement.

5.2 Working Hours/Breaks/Lunch Period

1. Breaks

Each employee who works seven (7) hours or more per day shall be entitled to two breaks of fifteen (15) minutes duration per day, one in the a.m. and one in the p.m. with the exception of the JFK Center employees who will not be entitled to a p.m. break and Food Service Assistants. Food Service Assistants shall have a ten (10) minute break in the a.m. and ten (10) minutes in the p.m.

Each employee working less than seven (7) hours

per day but more than five (5) hours per day shall be entitled to one break of fifteen (15) minutes duration.

Break time is non-cumulative. In most situations it should not be used to extend the lunch period or to shorten the work day. However, in situations when the break is not feasible it can be used to extend the lunch period with approval of the supervisor.

2. Lunch Periods

Each employee who works five (5) hours or more per day shall have an unpaid lunch period of thirty (30) minutes with this exception: JFK Center employees shall receive a forty-five (45) minute lunch period. Scheduling of lunch period/meal period shall be at the discretion of the supervisor.

Food Service Assistants shall have a twenty (20) minute meal period which will not be deducted from hours worked.

3. Work Hours

The work hours for all positions covered by this Agreement vary from five (5) hours per day to eight (8) hours per day depending on the position.

5.3 **Overtime Pay**

Full-time personnel will receive overtime for hours worked in excess of forty (40) hours in a work week. Overtime payment is at one and one-half (1 1/2) times the straight rate.

5.4 **Job Training**

If a position requires a new skill or technological

knowledge that the employee does not possess, the employee holding the position shall be offered the opportunity to gain the necessary training which is usual and customary for such new skill.

5.5 Uniform Allowance

Food Service Assistants, Food Service Unit Supervisors, Food Service Assistant Unit Supervisors and Van Drivers will be reimbursed up to \$40.00 per year for shoes. Food Service Assistants, Food Service Unit Supervisors and Food Service Assistant Unit Supervisors will be provided annually five tops (smock type) and five pairs of pants. Van Drivers will be provided annually a jacket, five shirts, and three pairs of pants. The type of uniforms required shall be determined by the District.

Article VI - Seniority/Discipline

6.1 Probationary Period

All new employees will be hired on a trial basis for six (6) months. Said employee shall not have the services of the Grievance Procedure for this period. If at the end of this trial period, his/her services are satisfactory, he/she shall be a permanent employee. Fringe benefits will accrue from date of employment.

6.2 Probationary Discharge

During the probationary period, the Board may terminate employment of a probationary employee by giving written notice upon the written evaluation by the appropriate administrator.

6.3 Seniority Defined

The Board shall recognize seniority where seniority is applicable. "District Seniority" is defined as the length of continuous service on a full-time basis with District #86

and shall begin on the first day of employment.

A seniority list by category shall be given to the Union president by February 1st of each year.

Persons covered by this Agreement who work less than six (6) hours per day shall accrue "part-time" seniority. This part-time seniority shall apply only to part-time employees and in no way shall impact full-time seniority except in case of a tie. "District Seniority" shall begin on the first day of employment.

In the event of equal seniority, ties shall be broken in the following order:

- a. the date the Board acted on the hiring or the first day of full-time service, whichever came first
- b. total length of full and/or part-time service in the district
- c. by a drawing

Only permanent employees will be eligible for seniority credit. Leave of absence time will not count toward seniority.

6.4 Discipline and Discharge

Both the Board and the Union agree with the tenets of progressive and corrective discipline. Disciplinary action shall consist of the following measures:

- a. Oral Reprimand
- b. Written Reprimand
- c. Suspension Without Pay (notice to be given in writing)
- d. Discharge (notice to be given in writing)

The Administration shall make every effort to resolve these matters informally when appropriate. Except for cases of serious offenses, whenever possible, disciplinary measures shall be viewed as corrective, not punitive.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

An employee shall know the subject of the meeting and be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

6.5 Personnel Files

Upon written request, on a District form, an employee shall have the right to review all materials in the employee's official personnel file. Such review shall be in the presence of the Assistant Superintendent of Human Resources or his/her designee.

Each employee shall have the right to insert material in the employee's personnel file that is relevant to the employee's service including the right to reply to any material in the personnel file.

No derogatory material will be added to an employee's file unless the actual copy to be filed has been made available for signature and dated by the employee. The signature merely signifies that the employee has read the material and does not indicate agreement with its content.

Article VII - Vacancies, Bidding and Transfers

7.1 Vacancies

Notice of a vacancy in any position or newly created position covered by this Agreement shall be posted in the Superintendent's Bulletin during the school year and District's website throughout the entire year with a notice of vacancy sent to the Union President at time of posting.

1. Any bargaining unit employee shall have the opportunity to apply for such positions.
2. Bargaining unit employees who apply for a vacancy will be given strong consideration when all other factors and qualifications are equal to an outside applicant.
3. If requested in writing, an employee shall be given a reason why he/she did not receive the position.
4. When bargaining unit employees are equal in related work experience, ability and evaluations, seniority shall prevail.

7.2 Involuntary Transfer

When dictated by the needs of the District or when there is a reduction in the number of employee assignments, the employee with the least length of service, and all other factors are substantially equal, will be transferred.

The employee and the Assistant Superintendent for Human Resources and Labor Relations or his/her designee shall confer prior to any involuntary transfer.

7.3 Reduction in Force

When there is a reduction in the number of employee assignments which results in the necessity of releasing an employee, the employee with the least length of continuous service with the District, within a given category of position, shall be dismissed first.

Recall of a released employee to an available position shall be made on the basis of seniority within a given category of position.

7.4 Final Paycheck

An employee's final paycheck will reflect any credits for any unused vacation days at the time of termination less any outstanding financial obligation owed by the employee to the District.

Article VIII - Evaluation

8.1 Employees shall be evaluated, in writing by the supervisor, a minimum of once a year.

If employees are assigned to more than one supervisor, all supervisors shall have input.

Following each evaluation, a conference shall be held between the employee and the supervisor and the employee shall be provided with a copy of the evaluation.

The employee shall be given an opportunity to sign the evaluation which does not signify agreement. The evaluation shall be sent to the Human Resources office and placed in the employee's file.

The employee may file a signed statement on his/her behalf, relating to any evaluation in his/her file with which he/she does not concur. Such dissenting statements shall be attached to the original material.

Article IX -Other Working Conditions

9.1 Tuition, Training or Licensure Reimbursement

Full-time employees may receive reimbursement up to \$560 per year for course work or training that is job related. Part-time employees may receive reimbursement up to \$280 per year for course work, or training that is job related. Prior approval from the Assistant Superintendent of Human Resources must be given before starting a

course or training for reimbursement.

Reimbursement will be made upon satisfactory completion of the course work and/or training and the completion of the District reimbursement form with official transcripts, if applicable.

9.2 Teacher Substitutes

Paraprofessionals who have a substitute certificate or teaching certificate and are required to substitute teach shall be paid at time and a half of their regular rate of pay.

9.3 Paraprofessional Requirements

All Paraprofessionals must meet the requirement with both the State of Illinois and Federal requirements.

9.4 Food Service Unit Supervisor Substitution

If a Food Service Assistant Unit Supervisor is temporarily assigned to perform the position of the Food Service Unit Supervisor, they shall receive their regular rate of pay plus \$2.85 an hour for each consecutive day worked in excess of five (5) consecutive days.

9.5 School Closure Pay

Food Service Unit Supervisors and/or Food Service Unit Assistant Supervisors who are required to report to work during a school closure shall receive a minimum of two (2) hours pay.

Article X – Leaves

10.1 Sick Leave

Full-time employees working less than 12 months shall be allowed sick leave days annually on the following basis:

9 months - 12 days
10 months - 13 days
11 months - 15 days

Part-time employees working less than 12 months shall be allowed sick leave days annually on the following basis:

9 months - 10 days
10 months - 11 days
11 months - 12 days

Twelve month employees shall be allowed 16 sick leave days per year.

Unused sick leave shall be cumulative to a maximum of 260 days. If the annual allotment of sick days for any school year shall cause an employee to exceed his/her maximum accumulation of 260 days of sick leave days for that year, the employee shall be permitted to receive half of the annual allotment for use during that year. Any unused sick days from the annual allotment shall not be carried over to exceed the maximum accumulation for the following year.

Employees who reach the maximum accumulation in his/her final year prior to retirement shall be paid for any days from the annual allotment which are above the maximum accumulation and not used for sick leave or for IMRF service credit. These paid days shall be included in the payment of sick days at the time of his/her retirement up to 125 days.

Employees will have immediate use of sick leave in

probationary period.

Sick leave days will be pro-rated for the first year of employment.

Sick leave is allowed for the following reasons:

1. Personal illness.
2. Quarantine at home.
3. Serious illness or death in the immediate family or household. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncle, aunt, niece, nephew and legal guardian.
4. Birth, adoption, or placement for adoption.

If the absence for personal illness exceeds five (5) consecutive days, then the employee shall furnish, upon request, a physician's statement attesting thereto. Excessive or improper use of sick leave may result in the employee being required to obtain a doctor's statement.

A statement of accumulation of sick leave shall be given to each employee with the first pay check of the new school year.

At age 55, when an employee becomes eligible for retirement under IMRF, they will receive \$19 per day for up to 125 days of unused sick leave at the time of their retirement, provided that they have been an employee of the District for a minimum of 15 years. Reimbursement will be based on that portion of sick leave days not used for retirement service credit.

10.2 Personal Leave

All employees shall be granted three (3) days for personal business during each school year without loss of pay.

Personal business is defined as business of a personal nature which cannot be conducted at a time not in conflict with the employee's regular work day, or an emergency over which the employee has no control which requires immediate attention. Notice of such leave shall be given as far in advance as possible.

In giving notice of such leave, or immediately upon return to work from the leave, if the leave was for an emergency, the employee shall complete the form required by the Board, in which he/she shall indicate the specific purpose for which the leave was taken. The personal leave form is available in the school office, or in the Human Resource Office at the J.F.K. Administrative Center.

The intent of personal leave is not to extend vacation or holiday periods.

All decisions approving such leaves will be made by the Superintendent, or his/her designee.

Personal leave is cumulative to 4 days. All unused personal days, beyond that day which is cumulative, will be added to the employees accumulated sick leave at the end of the school year.

If the personal leave is used for an emergency: the form must be filed by the end of the third school day following the absence, or deduction will be made from the pay.

10.3 Jury Duty Leave

An employee who has been called for jury duty shall not suffer loss of pay. The employee will receive his/her regular salary, provided he/she turns over to the District,

the sum received from the Court for such duty, excluding any sum received for mileage or lodging. A copy of the check stub shall be submitted to the District with the reimbursement.

If during the period of commitment for jury duty, an employee is excused from reporting for a day or days, the employee shall notify his/her supervisor as soon as possible and report to his/her assigned position or the absence will be without pay.

Nine (9) and ten (10) month employees shall be encouraged to serve on jury duty during the summer months when school is not in session.

10.4 Child Care Leave

Childcare leave shall be defined as a leave granted for maternity, paternity, foster, or adoptive parenthood. It is understood that foster parenthood will apply to cases involving children under the age of ten (10) years.

An employee covered by this Agreement shall be permitted a leave of absence without compensation, without loss of seniority, or position on the salary schedule under the following conditions:

1. If a child care leave is desired, the employee shall arrange for a meeting with his/her supervisor at least 120 calendar days prior to the anticipated leave. The purpose of this meeting shall be to work out the period of such leave subject to the provisions of this section.

In the case of foster or adoptive parenthood, notification of anticipation of a leave shall be given to his/her supervisor at the time the employee has been notified of eligibility. Such notification of anticipated leave shall be placed on file with the Personnel Office for a period of one

year and renewable each succeeding year.

2. Notification of an employee's intent to return shall be given to the Superintendent of Schools, or his/her designee, at least sixty (60) calendar days prior to the date his/her leave expires.
3. A childcare leave shall not exceed one year, unless mutually extended. A request for extension of a child care leave shall be submitted to the Superintendent of Schools, or his/her designee, at least sixty (60) calendar days prior to the expiration date of the leave.
4. Upon returning from child care leave, an employee shall be placed in the position he/she held at the time the leave commenced, if such position still exists, or a position for which he/she is qualified, if such is available.
5. An employee who becomes pregnant and who wishes to continue their employment on an active basis, will provide the Superintendent, or his/her designee, with documentation issued by a licensed physician, certifying her medical capacity to continue with active employment.
6. All insurances may be kept in effect by the employee making premium payments to the district during the leave period.

Nothing contained herein shall be inconsistent with the provisions of the Family and Medical Leave Act.

10.5 Special Leave Policy

1. Whenever an employee covered by this Agreement is absent from school as a result of a personal injury caused by a willful act of violence

committed upon the employee, arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence up to the end of the current work year without having such absence charged to the annual sick leave or accumulated sick leave. Such leave may be extended for a period of up to one calendar year from the date of the original injury in question upon examination, written recommendation, and documentation by the individual's personal physician and/or any other doctor deemed necessary by the District.

2. At any time for which compensation is paid under this section, the Board may order, at the expense of the Board, physical or medical examinations of the injured person to determine the degree of disability and continued eligibility for said compensation.
3. During this period of leave, the employee shall not be engaged in any work in any other manner, with or without monetary compensation. Any employee who is so engaged in violation of this paragraph forfeits the compensation under this Section.
4. Any salary compensation due the injured employee from worker's compensation or any salary due the employee from any type of insurance which may be carried by the Board shall revert to the Board during the time for which compensation is paid to the employee under this Section.
5. The Section shall not be applied so as to result in a pyramiding of compensation or benefits.

10.6 Use of Sick Leave During Workers' Compensation Leave

For employees who are receiving workers compensation pay, the District will use the employee's accumulated sick leave at a rate of 1/3 sick days until all have been exhausted.

10.7 Student Teaching Leave

A student teaching leave is defined as a leave for the purpose of student teaching pursuant to obtaining a teaching certificate. An employee shall be eligible for such leave after three (3) years of continuous service on a full-time basis with District 86.

Such a leave shall be permitted without compensation for a maximum of one semester under the following conditions:

If a student teaching leave is desired, the employee shall submit a written request and arrange for a meeting with the Assistant Superintendent for Human Resources and Labor Relations at least 90 calendar days prior to the anticipated leave. The purpose of this meeting shall be to work out the period of such leave subject to the provisions of this Section.

Written notification of an employee's intent to return shall be given to the Superintendent of Schools, or his/her designee, at least sixty (60) calendar days prior to the date his/her leave expires.

Upon returning from a student teaching leave, an employee shall be placed in the position he/she held at the time the leave commenced, if such position still exists. In the event the position has been eliminated, the employee shall be placed in a position for which he/she is qualified, subject to the provisions of seniority under Reduction in Force (7.3).

All insurances may be kept in effect during the leave by the employee making the premium payments.

10.8 Professional Development Leave

A professional development leave is defined as a leave for the purpose of taking formal coursework. This type of leave may be granted to a maximum of six (6) educational support personnel per year. Temporary employees are not eligible for this leave.

Such a leave shall be permitted without compensation for a maximum of one year under the following conditions:

1. The employee shall submit a written plan of study and arrange for a meeting with the Superintendent or his/her designee prior to March 1st.
2. All decisions approving such leave will be made by the Superintendent or his/her designee.
3. Written notification of an employee's intent to return shall be given to the Superintendent of Schools or his/her designee at least sixty (60) calendar days prior to the date the employee's leave expires.
4. Upon returning from said leave, an employee shall be placed in the position he/she held at the time the leave commenced, if such position still exists. In the event the position has been eliminated, the employee shall be placed in a position for which he/she is qualified, subject to the provisions of seniority under Reduction in Force (7.3).
5. All insurances may be kept in effect during the leave by the employee making the premium payments.
6. The employee may receive tuition reimbursement for coursework taken while on leave. Reimbursement will be paid upon returning from the leave and

continuing employment.

10.9 FMLA

Family and medical leave is available to eligible employees pursuant to the Family and Medical Leave Act and Board Policy.

Article XI - Vacation and Holidays

11.1 Paid Vacation

Full-time permanent ten (10) month employment will be entitled to receive vacation days to be paid at the close of the school year, as follows:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
Year 1- Year 5	5 days
Year 6 - Year 10	6 days
Year 11- Year 15	7 days
Year 16- Year 20	8 days
Year 21- Year 25	9 days
Year 26+	10 days

Twelve (12) month employees will accrue vacation days from date of employment; however, no vacation will be considered earned until after the first 90 days of employment. In order to be eligible for vacation, an employee must be in pay status at least 12 working days in any month.

Schedule of vacation days:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
Year 1-Year 5	10 days per year
Year 6-Year 15	1 additional day for each year of service
Year 15+	20 days per year

Employees may carry over an amount equal to one-half of

their annual vacation days. In establishing vacation approvals, the employer shall consider both the employee's preference and the operating needs of the District.

11.2 Holidays

12 MONTH EMPLOYEES

The following are holidays with pay for all full-time twelve (12) month employees when such holidays fall during the work week:

Labor Day	Lincoln's Birthday*
Columbus Day	President's Day*
Veterans' Day	Pulaski Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Monday after Easter
Christmas Day	Memorial Day
New Year's Day	Independence Day
Martin Luther King's Birthday	

If December 24th (the day preceding Christmas), December 26th (the day following Christmas), and December 31st (New Year's Eve), fall during the workweek, Monday through Friday, they shall be paid holidays. If January 2nd falls during the workweek, Monday through Friday, and school is NOT in session, it shall be a paid holiday. If the holiday falls on Saturday, it will be observed on Friday, if schools are not in session. If the holiday falls on Sunday, it will be observed on Monday, if schools are not in session.

Employees will receive pay for the above holidays provided they are working the day before and working the work day after the holiday.

* In the event that the Board of School Inspectors seeks and receives a waiver to eliminate Lincoln's Birthday as a school holiday, President's Day (the third Monday of

February) will be observed as a holiday.

If the Board of School Inspectors does not receive a waiver for the elimination of Lincoln's Birthday, in those years when Lincoln's Birthday does not fall on a school day (Monday through Friday) President's Day (the third Monday of February) will be observed.

9, 10, AND 11 MONTH EMPLOYEES

The following are holidays with pay for all full-time 9, 10, and 11 month employees when such holidays fall during the week, Monday through Friday:

Labor Day	Lincoln's Birthday*
Columbus Day	President's Day*
Veterans' Day	Pulaski Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Memorial Day
Christmas Day	
New Year's Day	
Martin Luther King's Birthday	

When Christmas Day and New Year's Day falls on the weekend, they are paid holidays for all full-time 9, 10, and 11 month employees.

Employees must work the work day before and the work day after the holiday.

The exceptions to the above are: The day following Thanksgiving will be a paid holiday provided the employee works the scheduled day before and the Monday after Thanksgiving. If school is not in session, the week after Easter, Good Friday is the only holiday when the employee must work only the day before to be paid for the holiday.

* In the event that the Board of School Inspectors seeks and receives a waiver to eliminate Lincoln's Birthday as a

school holiday, President's Day (the third Monday of February) will be observed as a holiday.

If the Board of School Inspectors does not receive a waiver for the elimination of Lincoln's Birthday, in those years when Lincoln's Birthday does not fall on a school day (Monday through Friday) President's Day (the third Monday of February) will be observed.

If any legal holiday is changed by the state legislature, Section 11.2 shall abide by the changes in the law and holidays will revert to work days.

Article XII – Insurance

12.1 Medical Insurance

Employees are covered under the District 86 self-insured Preferred Provider Organization (PPO) health insurance program that is administered by Blue Cross/Blue Shield. The PPO includes physicians and hospitals.

A. Hospitalization and Surgical

	In Network Coverage	Out of Network Coverage
Hospitalization	90%	60%
Surgical	90%*	60%**

*Based on schedule of Maximum Allowances

** Based on usual and customary charges

B. Diagnostic Benefits

In Network Coverage	Out of Network Coverage
100%	60% after deductible is satisfied

There is no-cap on the diagnostic benefits. Mammogram and pap smear applies to both single and family coverage.

Mammogram coverage shall follow the American Cancer Society guideline unless more frequent mammograms are deemed medically necessary by a doctor.

C. Major Medical

In Network Deductible		Out of Network Deductible
Individual	\$300	\$750
Family *	\$900	\$2,250

*maximum of 3 individual deductibles

D. Dependent Coverage. From birth to age 19, or 26 as required by law.

E. Single Coverage. For the length of this agreement the following provisions shall apply for full-time employees. Through the thirteenth (13th) pay day of the 2013-2014 school year, the Board shall pay 100% for single coverage. Commencing on the fourteenth (14th) pay day of the 2013-2014 school year and thereafter the Board shall pay 95% of the premium equivalent for single coverage and the employee shall pay 5% of the premium equivalent for single coverage.

F. Dependent (Family) Coverage. For the length of this agreement, the following provisions shall apply for full-time employees.

1. Provisions in Effect Through the Thirteenth (13th) Pay Day of the 2013-2014 School Year.

The Board shall pay 100% for dependent (family) coverage, through the thirteenth (13th) pay day of the 2013-2014 school year for 75 full-time employees. As persons receiving Board paid family coverage leave the bargaining unit, other bargaining unit employees covered by this agreement who desire family coverage shall be added. Bargaining unit members will be added on

the basis of seniority, whenever openings become available.

An employee covered by this Agreement, who declines family coverage when they are eligible for this benefit, will not forfeit rights for future consideration.

All other full-time employees excluding temporary employees may receive dependent (family) coverage by paying the annual premium through payroll deduction according to the following schedule:

<u>Year of Employment</u>	<u>Annual Premium 2012-2013</u>	<u>Premium 7/1/13 through 13th pay of 2013 - 2014</u>
1 st	\$600	No Charge
2 nd	\$480	No Charge
3 rd	\$360	No Charge
4 th +	No Charge	No Charge

2. Provisions in Effect Commencing with the Fourteenth (14th) Pay Day of the 2013-2014 School Year.

Commencing on the fourteenth (14th) pay day of the 2013-2014 school year and thereafter, Board shall pay 95% of the premium equivalent for family coverage and the employee shall pay 5% of the premium equivalent for family coverage.

3. General Provisions

The enrollment deadline for new employees is 31 days from date of employment. Coverage begins upon receipt of full payment of the first month's premium. The enrollment deadline for current

employees who have not elected dependent (family) coverage is September 1st with coverage beginning October 1st.

If a change in family status occurs after the above deadlines, the employee should notify the Business Office of the change in status within 31 days. The change in coverage begins upon receipt of full payment of the first month's premium. Change in family status is defined as: marriage, divorce, death of a spouse, birth or adoption of a child.

- G. Term Life and AD and D. For those employees working the minimum of thirty (30) hours per week in their main job classification, Term Life and AD and D insurance shall be \$30,000.
- H. Insurance for Retirement. Upon early retirement from the District with fifteen (15) years of service, a non-certificated employee covered under the group hospitalization plan, may elect to remain in the group hospitalization program of District 86 until age 70, or until accepted under Medicare. The cost of said premium will be borne by the employee.
- I. Prescription Drug Card.

Employees shall pay the following co-pays for prescription drugs:

- \$5.00 – generic
- \$30.00– brand preferred
- \$50.00– brand non-preferred

Prescription Drugs: Prescription drug benefit paid at 100% after co-payment at participating pharmacy. Drugs purchased at a non-participating pharmacy are paid at 75% after co-payment.

Mail Order Prescription - Maintenance Drugs: Employee pays a two prescription card co-payment for a 90 day supply. Drugs must be purchased through the District approved pharmacy.

- J. Out of Pocket Limitation. Under the In Network coverage, there is a maximum of Out of Pocket expenses of \$1,500 per person.

Under the Out of Network coverage, there is a maximum Out of Pocket expense of \$4,500 per person. Both coverage's have a limit of three limits per family. The out of pocket expenses do not include the payment of deductibles.

- K. No Lifetime Maximum. There is no lifetime maximum per person for all covered expenses.

- L. Emergency Room Co-pay. There is a separate \$150.00 emergency room co-pay for each emergency room visit under both In Network and Out of Network coverage except if the employee is admitted to the hospital for treatment.

Employees may obtain a Blue Cross/Blue Shield PPO Directory of Hospitals and Physicians by accessing the Blue Cross/Blue Shield of Illinois website at www.bcbsil.com.

(Note: Insurance benefit changes to become effective January 1, 2013).

12.2 Dental Insurance

The Board will pay 100% of the premium of single dental insurance for full-time employees.

12.3 Vision Insurance

The Board shall provide vision benefits for bargaining unit

members as follows: One eye exam every twelve (12) months covered at 100% less a \$10.00 co-pay in-network, and out of network exams will be covered up to \$25.00. Lens replacement every twelve (12) months covered at 100% less a \$20.00 co-pay in-network, and out-of-network services are covered according to the following schedule: single vision up to \$30.00, bifocal lenses up to \$35.00, trifocal lenses up to \$45.00, and lenticular lenses up to \$60.00. One pair of frames every twenty-four (24) months covered at 100% when selected from plan approved frame style. The cost for frames selected outside of the plan's approved styles will be the difference between a non-approved frame and the plan allowance. Frames selected from an out-of-network service provider will be paid up to \$45.00. Contact lenses when selected lieu of a complete set of prescription glasses that are medically necessary are covered at 100% less a \$20.00 materials co-pay in-network, and out-of-network are covered up to \$210. Contact lenses that are elective are covered up to \$125 both in and out-of-network.

Article XIII - Grievance Procedure

13.1 Definition

A grievance for the purpose of this Agreement shall be defined as any dispute or difference of opinion between the Board and the Union, or between the Board and any of its employees covered by this Agreement, involving the meaning, interpretation, or application of the provisions of this Agreement.

13.2 Statement of Basic Principles

1. Any employee or group of employees may at any time present grievances through the Grievance Procedure and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been

given an opportunity to be present at such adjustment.

2. If any such grievance arises, there shall be no stoppage or suspension of work on the part of the employee or Union because of such grievance.
3. An employee who participates in these grievance procedures will not be subjected to discipline or reprisal because of such participation.
4. The failure of an employee or the Union to act within the time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing.
5. The grievant has a right to be present and to be represented. If the grievant elects to be represented under the formal grievance procedures, his/her representative will not be from any organization other than the local Union.
6. Hearings and conferences held under this procedure shall be conducted by mutual agreement, at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. When such hearings and conferences are during school hours, employees whose presence is required shall be excused without loss of pay, for that purpose.
7. Under the following procedure, it is agreed that no grievance will be suspended or delayed by the summer vacation.

13.3 Procedure

Before a grievance is filed, a sincere attempt should be made to resolve any grievances by oral interview between the aggrieved and the supervisor before differences become formalized as grievances. At this meeting, the Union Representative may attend at the request of the aggrieved.

FIRST STAGE:

The filing of the grievance at the first stage must be within ten (10) school days of either the occurrence of the grievance, or the Union becoming aware of the grievance. However, the Initial filing must be no later than six (6) months following the occurrence. The meeting with the supervisor and/or appropriate District representative will take place within four (4) school days of the receipt of the written grievance. The supervisor and/or appropriate District representative, who has authority to make a decision on the grievance, shall make such decision and communicate it in writing within four (4) school days after the meeting, to the grievant, Superintendent, and the Union President.

SECOND STAGE:

In the event a grievance has not been satisfactorily resolved at the first stage, the aggrieved employee, or his/her Union designee, will file, within five (5) school days of the receipt of the supervisor's written decision or answer of the first stage, a letter to the Assistant Superintendent for Human Resources requesting a meeting.

Within four (4) school days after such written grievance is received by the Assistant Superintendent for Human Resources, the aggrieved, the Union Representative, the Supervisor, the Assistant Superintendent for Human Resources, and appropriate District representative will meet to resolve the grievance. The Assistant Superintendent for Human Resources will file an answer within five (5) school days of the second stage grievance meeting, and

communicate it in writing to the grievant, Union President and Superintendent.

THIRD STAGE:

In the event a grievance has not been satisfactorily resolved at the second stage, the aggrieved, or his/her Union designee, will file, within five (5) school days of the receipt of the Assistant Superintendent for Human Resource's written decision or answer at the second stage, a letter to the Superintendent, or appropriate District representative, requesting a meeting time for all parties involved.

The Superintendent or appropriate District representative, the aggrieved and a Union representative shall meet within ten (10) school days after receipt of said letter. The Superintendent or appropriate District representative shall submit a written answer to the grievant and the Union within ten (10) school days following the meeting.

FOURTH STAGE:

If the grievance cannot be settled at the third stage the grievance shall be submitted to the Board of School Inspectors no later than seven (7) days before its next regularly scheduled meeting unless an earlier or later date is agreed to by all parties.

FIFTH STAGE:

If the grievance is not resolved satisfactorily to the Union after the hearing before the Board (Fourth Stage), there shall be a fifth stage of impartial arbitration. The Union may submit in writing, within ten (10) days of the Board hearing and/or decision, a request to enter into such arbitration.

The parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit to them a list of seven (7) arbitrators' names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, the parties shall alternately strike names with the party requesting

arbitration making the first strike. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his selection and requested to contact the parties with respect to setting up a time for a hearing.

All expenses incurred shall be shared equally by Board and Union. It is understood that such expenses will be limited to the Arbitrator's fee. Any legal expenses incurred should be paid for by the party engaging the legal counsel. Insofar as such arbitration is limited solely and singly to interpretation and implementation of the terms of this contract, both parties agree to abide by the results of the finding of the arbitrator.

The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way any of the terms or conditions of the agreement.

Article XIV - Salary Provisions

14.1 Salary

An employee transferred between categories in the Clerical and Secretarial Level shall have their new hourly rate determined by adjusting the entry level rate for the new position by the same percentage that the entry level rate for old position bears to the current rate for the old position.

14.2 New Employees

A new employee may be placed at the lowest salary range of the proper Position Classification. However, employees new to the District who have prior experience may receive credit for their prior experience up to three (3) years.

14.3 Pay Periods

The District's payroll is based on an annualized 26 pay period schedule. Paychecks are generally issued every other week on Friday with the exception of holidays, in-service days, and parent/teacher conference days. When a pay period falls at the beginning or during holidays, in-service days, or parent/teacher conference days, paychecks are issued on the last student attendance day prior to the start of the holiday period, in-service days or parent/teacher conference days.

Employees may request in writing to be paid in accordance with a 20 pay period schedule. Such request must be made by the employee prior to receiving their first paycheck for the new school year. All requests will remain in effect until revoked by the employee.

14.4 Direct Deposit

The employee may choose to participate in the district's payroll direct deposit program.

14.5 Payroll Deductions

The District shall permit payroll deductions for IRS qualified retirement plans. Deductions and participation in such plans shall be subject to IRS regulation, plan administration regulations and the District's regulations.

The District shall permit payroll deductions to one District authorized Credit Union.

14.6 Salary Schedules

Effective July 1, 2012, the Entry Level rates for the duration of this contract shall be:

Position	<u>2012-13</u>	<u>2013-14</u>
Food Service Assistant	\$11.98	\$11.98
Van Driver	\$13.21	\$13.21
Food Service Asst. Unit Supervisor	\$15.36	\$15.36
Food Service Unit Supervisor	\$18.46	\$18.46

2012-2013
Paraprofessional Salary Schedule

Step	30-59 Hours	60-90 Hours	AD or 90-120 Hours	Degree No Certification	Degree With Certification
1	\$13.01	\$13.57	\$14.16	\$14.66	\$15.32
2	\$13.27	\$13.84	\$14.45	\$14.95	\$15.62
3	\$13.53	\$14.11	\$14.73	\$15.25	\$15.93
4	\$13.81	\$14.40	\$15.03	\$15.55	\$16.25
5	\$14.08	\$14.68	\$15.33	\$15.87	\$16.58
6	\$14.36	\$14.98	\$15.64	\$16.18	\$16.91
7	\$14.65	\$15.28	\$15.95	\$16.51	\$17.25
8	\$14.94	\$15.58	\$16.27	\$16.84	\$17.59
9	\$15.24	\$15.89	\$16.59	\$17.17	\$17.95
10	\$15.55	\$16.21	\$16.93	\$17.52	\$18.30
11	\$15.86	\$16.54	\$17.26	\$17.87	\$18.67
12	\$16.17	\$16.87	\$17.61	\$18.22	\$19.04
13	\$16.49	\$17.21	\$17.96	\$18.58	\$19.42

**2013-2014
Paraprofessional Salary Schedule**

Step	30-59 Hours	60-90 Hours	AD or 90-120 Hours	Degree No Certification	Degree With Certification
1	\$13.01	\$13.57	\$14.16	\$14.66	\$15.32
2	\$13.27	\$13.84	\$14.45	\$14.95	\$15.62
3	\$13.53	\$14.11	\$14.73	\$15.25	\$15.93
4	\$13.81	\$14.40	\$15.03	\$15.55	\$16.25
5	\$14.08	\$14.68	\$15.33	\$15.87	\$16.58
6	\$14.36	\$14.98	\$15.64	\$16.18	\$16.91
7	\$14.65	\$15.28	\$15.95	\$16.51	\$17.25
8	\$14.94	\$15.58	\$16.27	\$16.84	\$17.59
9	\$15.24	\$15.89	\$16.59	\$17.17	\$17.95
10	\$15.55	\$16.21	\$16.93	\$17.52	\$18.30
11	\$15.86	\$16.54	\$17.26	\$17.87	\$18.67
12	\$16.17	\$16.87	\$17.61	\$18.22	\$19.04
13	\$16.49	\$17.21	\$17.96	\$18.58	\$19.42
14	\$16.82	\$17.55	\$18.32	\$18.96	\$19.81

2012-2013
Clerical/ Secretary Salary Schedule

Step	Type I	Type II	Type III
1	\$13.04	\$13.98	\$14.98
2	\$13.30	\$14.26	\$15.28
3	\$13.57	\$14.54	\$15.58
4	\$13.84	\$14.83	\$15.89
5	\$14.11	\$15.13	\$16.21
6	\$14.40	\$15.43	\$16.53
7	\$14.68	\$15.74	\$16.87
8	\$14.98	\$16.06	\$17.20
9	\$15.28	\$16.38	\$17.55
10	\$15.58	\$16.70	\$17.90
11	\$15.90	\$17.04	\$18.26
12	\$16.21	\$17.38	\$18.62
13	\$16.53	\$17.73	\$19.00

2013-2014
Clerical/ Secretary Salary Schedule

Step	Type I	Type II	Type III
1	\$13.04	\$13.98	\$14.98
2	\$13.30	\$14.26	\$15.28
3	\$13.57	\$14.54	\$15.58
4	\$13.84	\$14.83	\$15.89
5	\$14.11	\$15.13	\$16.21
6	\$14.40	\$15.43	\$16.53
7	\$14.68	\$15.74	\$16.87
8	\$14.98	\$16.06	\$17.20
9	\$15.28	\$16.38	\$17.55
10	\$15.58	\$16.70	\$17.90
11	\$15.90	\$17.04	\$18.26
12	\$16.21	\$17.38	\$18.62
13	\$16.53	\$17.73	\$19.00
14	\$16.86	\$18.08	\$19.38

For the 2012-13 school year, Food Service Assistants, Food Service Van Drivers, Food Service Unit Supervisors, Food Service Assistant Unit Supervisors and employees beyond Step 13 on the Paraprofessional and Clerical/Secretarial Schedules will receive a pay increase of 2.0% per hour.

For the 2013-14 school year, Food Service Assistants, Food Service Van Drivers, Food Service Unit Supervisors, Food Service Assistant Unit Supervisors and employees beyond Step 14 on the Paraprofessional and Clerical/Secretarial Schedules will receive a pay increase of 2.0% per hour.

14.7 Service Recognition

Service recognition shall be available to retirees immediately drawing an Illinois Municipal Retirement Fund pension benefit who have a minimum of twenty (20) years of service to the District. Eligible employees will receive \$90.00 per year of service. The total cost to the District of all eligible employees based on District seniority shall not exceed \$15,000 per year.

It shall be the responsibility of the retiring employee to notify the Superintendent, or designee, in writing prior to April 1st of the school year of retirement of his or her intention to retire and be eligible for this recognition.

Article XV - Agreement

15.1 No Strike Provision

Recognizing that adequate means are made available by this Agreement for the resolution of employee grievances and/or complaints, neither the Union nor the employee covered by this Agreement will promote, sponsor, engage in or condone any strikes, concerted stoppages of work, or any other interruptions of educational duties for the duration of this Agreement. It is understood and agreed

that any employee violating this provision of the Agreement shall be subject to disciplinary action by the Board. This no strike provision is null and void at such time when there is an economic or salary re-opener.

15.2 Communications Clause

The Board, pursuant to the authority and responsibilities vested in it by the State of Illinois, must retain the right effectively to conduct a responsible and efficient school system for School District No. 86, which at all times recognizes as paramount the interests of the students therein. It is the intention of this Agreement to provide an effective and continuing means of communication between the employees and the Board through the Administration, as well as to provide for the salary structure, fringe benefits and employment conditions of the employees.

It is recognized that, except as stated herein, the Board shall retain whatever rights and authority are necessary for it to carry out effectively functions under the laws of the State of Illinois, which shall include, but not be limited to, all rights exercised by the Board prior to inception of this Agreement. The Board now has in existence and may revise from time to time, a manual of policy for its employees. Nothing in this Agreement shall deprive the Board of its responsibilities delegated to it by the Laws of the State of Illinois. The Board shall not abrogate its responsibility to any individual or group of individuals, and, therefore, its decisions shall become final upon any subject under its jurisdiction.

15.3 Unlawful or Unenforceable Provisions

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

15.4 Duration

This Agreement shall be in full force and effect from July 1, 2012, and shall remain in effect to and including June 30, 2014 and shall automatically be renewed from year to year thereafter unless written notice of desire to terminate, modify or amend this Agreement is served upon the other party prior to March 1 in the year in which this Agreement expires or prior to March 1 in any year subsequent thereto.

Kathy Ault

FOR THE UNION

Date: 12-11-

For the Union: J

Date: 12-11-