

**AGREEMENT**

**Between the**

**BOARD OF SCHOOL INSPECTORS  
of  
SCHOOL DISTRICT NO. 86  
WILL COUNTY, ILLINOIS**

**and**

**COUNCIL # 86 OF THE AMERICAN FEDERATION  
OF TEACHERS – LOCAL 604  
of  
SCHOOL DISTRICT NO. 86  
JOLIET, ILLINOIS**

**2012 – 2014**

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**JPS DISTRICT 86/ AFT Local 604 Teachers**  
**COLLECTIVE BARGAINING AGREEMENT**  
**2012-2014**

**ARTICLE I – Recognition**

**Section 1.1 Recognition**

The Board of School Inspectors of School District No. 86, Will County Illinois (hereinafter referred to as the BOARD) recognizes Council # 86 of the American Federation of Teachers – Local 604 (hereinafter referred to as the UNION) as the sole and exclusive bargaining representative for all certificated teaching personnel, including social workers, supportive learning specialists, nurses, school psychologists, psychologist assistants, librarians, band and orchestra teachers, teachers in Title One programs, consultants, and physical therapists (hereinafter referred to as TEACHERS) on matters directly affecting wages, hours, and terms and conditions of employment. Excluded shall be the Superintendent, Assistant Superintendents, Principals, Assistant Principals, other Supervisory or Administrative Personnel, Coordinators, Directors, short term employees, and all non-certificated personnel, including the attendance officer.

**Section 1.2 Agreement**

Both the Board and the Union agree to abide by the provisions of this Agreement.

**Section 1.3 Information for Negotiations**

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.

#### **Section 1.4 Changes in Terms, Benefits, and Conditions of Employment**

No changes in the terms, benefits, and conditions of employment that directly affect teachers shall be made without prior notice to and negotiation with the Union. In an emergency situation the Board may make a change to temporarily solve a problem in a manner that is consistent with the best interest of the teacher(s) and the district but long term solution of that problem shall be negotiated.

#### **Section 1.5 Labor Management Building Meetings**

On a monthly basis the Principal and his/her designees shall, at a mutually agreed time, meet with the appropriate Union building representative to discuss school operations and questions relating to the implementation of this Agreement. Proposed changes in existing policies and procedures shall be subjects for discussion at such meetings. Such policies adopted or maintained shall be in accordance with the terms 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. The parties may mutually agree to cancel any meeting.

#### **Section 1.6 Labor Management Meeting**

On a monthly basis, the Superintendent and his/her designees shall meet, at a mutually agreed time, with the Union Executive Committee (not to exceed 6 members), to discuss matters of educational policy and development and/or matters relating to the administration of the Agreement. Whenever possible, such meetings will take place during school hours with substitutes provided by the District and no loss of pay incurred by the teachers. 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. The parties may mutually agree to cancel any meeting.

## **Section 1.7 Release Time For Union Officials**

The Union President, or designee, subject to administrative approval, may be allowed released time for the investigation of grievances or other appropriate activities relating to school or teacher welfare.

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

## **Section 1.8 Meetings on School Time**

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.

## **Section 1.9.A Payroll Deductions of 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.

The dues deductions shall be made each pay day beginning with the second pay in the new school year and continuing for twenty-one (21) consecutive pay days. 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 teacher 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 the Section 1.9.A.

### **Section 1.9.B Fair Share**

1. All employees covered by this Agreement who are not members of the Council # 86 of the American Federation of Teachers – Local 604, commencing on the effective date of this Agreement and continuing during the term of this Agreement, and so long as they remain non-members of the Council # 86 of the American Federation of Teachers – Local 604, shall pay to the Council # 86 of the American Federation of Teachers – Local 604, each month their fair share of the costs of the services rendered by the Council # 86 of the American Federation of Teachers – 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 Council # 86 of the American Federation of Teachers – Local 604, provided, however, that the Council # 86 of the American Federation of Teachers – Local 604, shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Council # 86 of the American Federation of Teachers – Local 604, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share.
3. Upon receipt of said affidavit, the Board shall provide information to the Council # 86 of the American Federation of Teachers – Local 604, to assist the Council # 86 of the American Federation of Teachers – Local 604, in ascertaining the names of all employee non-members of the Council # 86 of the American Federation of Teachers

– 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 5/1 *et.seq.*) 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 Council # 86 of the American Federation of Teachers – Local 604, Council # 86 of the American Federation of Teachers – 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 2, 3, and 4 above.
7. The Council # 86 of the American Federation of Teachers – 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 attorney's 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 of such provisions.

### **Section 1.10 Placement on Board Meeting Agenda**

The Union shall have reasonable access to a place on the agenda of meetings 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 meetings, such notice to include notice of the general topic or area to be presented in reasonable substance.

### **Section 1.11 Union Use of Designated 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 computer printers, copiers, typewriters, 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.

### **Section 1.12 Union Bulletin Board**

Each building principal shall designate bulletin board space of at least 2'x3' 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.

### **Section 1.13 Board Agenda and Minutes for Union**

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.

### **Section 1.14 Union Meetings**

Listing of Union meetings and other scheduled activities shall, upon reasonable advance request, be incorporated with and published in the Superintendent's Bulletin. Additionally, for the purpose of internal communication with its members of Union meetings and other scheduled activities, the Union may use the District email system. Notice of the dates of such meetings shall be supplied to the Superintendent prior to the opening of school each year. No meetings of teachers shall be scheduled simultaneously with the regular monthly Union meeting.

### **Section 1.15 Printing of Agreement**

The cost of printing this Agreement shall be borne equally by the Board and the Union. The Agreement will be printed in small booklet size form by either the District print room or by a Union print shop.

### **Section 1.16 School Day**

The school day shall be 6 hours and 50 minutes in length, plus whatever additional time as is necessary to perform the duties and responsibilities of teachers. The school day for school psychologists shall be 8.5 hours plus whatever additional time as is necessary to perform the duties and responsibilities of psychologists.

Each teacher shall have the same length of lunch hour as the students, but in no case, less than 35-40 minutes for all elementary teachers.

If circumstances warrant a 35 minute lunch period, then the school day shall be 6 hours 45 minutes in length, plus whatever additional time as is necessary to perform the duties and responsibilities of teachers.

The day shall start and end at a time appropriate to the local conditions or transportation.

Each teacher shall be provided with a 40 minute plan period each pupil attendance day. If meetings are scheduled during this period, prior notice will be given to the teachers, except in an emergency situation.

Principals shall not schedule mandatory meetings for all teachers in a given building more than once every two weeks (unless emergency circumstances dictate otherwise), provided that this limitation shall not be applicable during the first and last month of the school year.

In an attempt to keep the number of mandatory meetings to a minimum, whenever feasible, information for teachers will be incorporated into a written bulletin.

Every effort will be made to keep the number of additional staff meetings with directors, consultants, coordinators, and other non-building administrative personnel to a minimum.

In addition, the Union shall be authorized to make brief announcements at faculty meetings and other meetings conducted with teachers, if reasonable advance notice is given to the administration.

Elementary school recess time will be handled on a school by school basis by the principal and the teaching staff.

### **Section 1.17 Fair Practices**

1. No teacher shall be prejudiced in his/her employment because he/she has joined or failed to join any lodge, political party, religious group, employee's association, union or other lawful organization, provided no such activities interfere with the instructional program.
2. The Union agrees to fulfill its duty to fairly represent all teachers 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.

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.

### **Section 1.18 School Year, School Calendar**

The school year for all teachers, with the exception of school psychologists, shall consist of 177 actual pupil attendance days, although the school calendar may provide 185 or more days, of which there may be three (3) institute days. Sufficient holidays will be given to insure 177 teaching days will not be exceeded. The school year for school psychologists shall be 190 days.

In the event that the Board of Education 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 Education 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.

### **Section 1.19 Institutes**

Union representatives will be afforded a reasonable time on the agenda of one Teacher Institute in order to present a program provided that a request for such time is made eight (8) weeks prior to such Institute. The Union will be given a reasonable time at each Institute for the purpose of making statements or announcements relating to the Union.

### **Section 1.20 Professional Meetings**

Absences may be approved by the Superintendent, or his/her designee, to permit teachers to attend professional meetings, if the

Superintendent or his/her designee concludes such attendance contributes to the professional growth and development of the teacher. The grant, duration, and reimbursement for the expenses for such absences shall be within the discretion of the Superintendent or his/her designee. Such absences shall be without loss of pay or reduction in personal leave.

## **ARTICLE II - Teacher Evaluations and Personnel File**

### **Section 2.1 Evaluations**

1. All evaluations of teachers shall only be conducted by qualified evaluators as defined by state law and state regulations.
2. All evaluations of teachers shall be conducted pursuant to state law and state regulations and the District's evaluation plan.
3. Each teacher not in contractual continued service shall be evaluated at least once every school year.
4. Each teacher in contractual continued service shall be evaluated at least once in the course of every 2 school years. However, any teacher in contractual continued service whose performance is rated as either "needs improvement" or "unsatisfactory" must be evaluated at least once in the school year following the receipt of such rating.
5. Notwithstanding anything to the contrary in this Agreement or the Evaluation Instrument, a principal shall not be prohibited from evaluating any teachers within a school during his or her first year as principal of such school.
6. Notwithstanding anything to the contrary in this Agreement or the Evaluation Instrument, any teacher may be evaluated more often than the minimum requirements.

## **Section 2.2      Evaluation Procedures**

All evaluations shall be conducted in conformance with state law, state regulations and the District's Evaluation Plan. In the event of a conflict between the Evaluation Plan and the state law or state regulations, the provisions of state law and state regulations shall govern.

No Formal Observation or Informal Observation intended to be used to formulate a teacher's performance evaluation shall be conducted during the first five (5) days and/or last five (5) days of the school year, or during the five (5) days prior to Winter and/or Spring break unless requested by the teacher.

## **Section 2.3      Adverse Observations and/or Accusations by Non-school Personnel**

The evaluation shall not be predicated in whole, or in part, upon adverse observation and/or accusations by non-school persons or be made part of the teacher's record unless the name(s) of such person(s) and the nature of such observations or accusations are made known to the teacher and the teacher is given a reasonable opportunity to refute the statement. If the adverse observation is disproved and there is not justification with respect to the adverse observation or accusation, all materials concerning the issue will be removed from the teacher's record.

## **Section 2.4      Evaluation Plan**

The evaluation plan shall be developed in cooperation with the Union. The form shall provide for a rating of each teacher's performance as "excellent", "proficient", "needs improvement" or "unsatisfactory" or such other ratings as may be required by law. The evaluation process shall be conducted in accordance with state law and the District's evaluation plan.

## **Section 2.5      Classroom Visitation and Monitoring**

Nothing in this Article shall preclude the right of the administration to visit classrooms unannounced for purposes of

observation leading to the improvement and/or maintenance of existing standards.

The use of public address and audio systems and other devices for the monitoring of work performance will be conducted openly and with the full knowledge and freely given consent of the teacher at least 24 hours in advance.

## **Section 2.6      Personnel File**

1. Nothing derogatory is to be added to or deleted from a teacher's personnel folder without notification to the teacher. However, this does not include school or job references of a privileged or confidential nature.
2. At the teacher's request, his/her personnel folder will be opened in the normal course of the business day. If a meeting with the appropriate administrator is necessary, the teacher, together with the Union Representative, if requested, will meet at a mutually agreeable time. Materials of a privileged or confidential nature as set forth in paragraph A above, will not be reviewed by the teacher.
3. All official teacher records shall be maintained in the Human Resources Office under the following circumstances:
  - a. Only one (1) official file shall be kept for each teacher by anyone anywhere, in or outside the schools. Buildings may however, keep basic data files of an unofficial nature subject to the same rights of access as provided herein.
  - b. Each teacher will have access at a mutually agreeable time to his/her files and will have the right to insert materials relevant to his/her service in the school, and accurate information relative to his/her qualifications in general.

- c. Neither a teacher's file, nor any of its contents, shall be copied or made known to anyone, other than future employers or appropriate District officials, without his/her permission either during or after his/her service in the schools, except if either party may need such data in any court proceeding or in any arbitration hearing conducted under the provisions of this Agreement.
- d. No derogatory material will be added to a teacher's folder unless the actual copy to be filed has been made available for signature and dated by the teacher. The signature merely signifies that the teacher has read the material and does not indicate agreement with its content.
- e. The teacher will have the right to attach dissenting or explanatory material to any item in his/her file.

### **ARTICLE III - Grievance Procedure**

#### **Section 3.1 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 teachers covered by this Agreement involving the meaning, interpretation, or application of the provisions of this Agreement.

#### **Section 3.2 Statement of Basic Principles**

- 1. Any teacher or group of teachers 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 teacher(s) or Union because of such grievance.
3. A teacher who participates in these grievance procedures will not be subjected to discipline or reprisal because of such participation.
4. The failure of a teacher 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 teacher 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.

### **Section 3.3 Procedure**

Before a grievance is filed, a sincere attempt should be made to resolve any grievances by oral interview between the grievant and the principal before differences become formalized as grievances.

At this meeting, the Union Representative may attend at the request of the grievant.

#### 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 principal, or appropriate District representative, will take place within four (4) school days of the receipt of the written grievance. The principal, 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, the Union President and Grievance Committee Chairperson.

#### SECOND STAGE:

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

Within four (4) school days after such written grievance is received by the Assistant Superintendent of Human Resources, or appropriate District representative, the grievant, the Union Grievance Committee, not here or hereafter to exceed six (6) members, the principal and the Assistant Superintendent of Human Resources, or appropriate District representative, will meet to resolve the grievance. The Assistant Superintendent of Human Resources, or appropriate District representative, will file an answer within five (5) school days of the second stage grievance meeting, and communicate it in writing to the grievant, principal, Union President and Grievance Committee Chairperson.

#### THIRD STAGE:

In the event a grievance has not been satisfactorily resolved at the second stage, the grievant, or his/her Union designee, will file, within five (5) school days of the receipt of the Assistant

Superintendent of Human Resources' 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 grievant, 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. At this stage, the Union shall have the opportunity to present the grievance to the Board.

#### 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 step 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 and their 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 the 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 findings of the arbitrator.

Nothing herein shall, however, be construed to abrogate or deny any of the legal responsibilities of the Board of School Inspectors as required by City, State or Federal laws or regulations, including the right not to re-employ non-tenure teachers for any reason subject only to the specific terms of this contract relating to teacher evaluation procedures and fair practices and any legal statutes applicable.

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 this Agreement.

## **ARTICLE IV - Teaching Conditions and Professional Policies**

### **Section 4.1 Pupil Evaluations**

It is agreed that pupil evaluations shall be given and finalized by the teacher.

### **Section 4.2 Health Services**

It is agreed that a health service room or rooms, adequately equipped and adequately staffed, is a desirable adjunct to the educational program in buildings throughout the district. It is agreed that the Board will continue, where practicable, to seek and provide such services to a degree consistent with the Board's determination of the objectives and resources of the district.

### **Section 4.3 Contingency Fund for Classroom Expenses**

The Board agrees to the necessity of a contingency fund and if, in their judgment, money is available every building will receive a contingency fund in order to provide teachers some coverage of incidental classroom expenses for materials, supplies or special

program resources. Lists of catalogues of instructional supplies or materials will be available in the building.

#### **Section 4.4 Classroom Interruptions**

Repeated and unreasonable interruptions of classrooms should be avoided.

#### **Section 4.5 Discipline of Students**

The Board and Union agree that the students' right to an education shall be zealously protected. It is also agreed that reasonable conditions for learning and protection of the rights of others must be maintained for the welfare of all. In cases of serious disruption(s) by children, the teacher will have the right to temporarily transfer such child or children to the care of the principal or other competent school authority. The teacher shall be required to notify the principal in writing of the reasons for referring the student to the principal's office. The teacher shall have the right to request an immediate conference and consultation as soon as practicable between the teacher, principal, and where appropriate, other staff and/or parents to determine the proper course of action thereafter. Principals and other administrators shall continue to have further rights of suspension as provided by law and the policies and regulations of the District. The principal or principal's designee shall indicate the disposition of the referral on the same notice received from the teacher and return the notice of disposition to the teacher prior to or at the time of re-admission of such child or children to the class.

#### **Section 4.6 Class Size**

The Board agrees to continue to make maximum efforts to hold average class sizes at the level of 28 to 1 and to continue to make reasonable effort to provide special programming and lower class sizes to meet special needs (particularly with respect to economically disadvantaged children) wherever in its judgment such action is practicable and feasible.

## **Section 4.7      Athletic Meetings**

Junior High school principals, or his/her designee, and coaches of individual sports shall hold up to three (3) meetings a year by request of either group, with additional meetings by mutual agreement to discuss matters of mutual concern.

## **Section 4.8      Transfer-Assignment Policies**

### **A.      Notice of Vacancy**

Notice of a vacancy in any position covered by this Agreement shall be posted in the Superintendent's Bulletin during the school year and the District's website throughout the entire year in order to provide teachers an opportunity, if desired, to make known to the Administration their availability for such position.

### **B.      Voluntary Transfer**

A teacher requesting a transfer in order to fill an existing vacancy, which has been posted in accordance with this section, shall make his/her request known in writing to the Assistant Superintendent for Human Resources. Such requests shall include the building and position desired. If a District 86 teacher does not receive the transfer requested, the teacher may request a conference with the Assistant Superintendent for Human Resources at which time the reasons will be stated and discussed as to why the teacher did not receive the transfer.

### **C.      Involuntary Transfer**

When dictated by the needs of the District or when there is a reduction in the number of teacher assignments, teachers may be transferred to another building and/or position.

### **D.      Notice of Tentative Building Assignment**

The District will endeavor to provide all nurses, social workers, school psychologists, speech/language pathologists and behavior

interventionists with a written notice of their tentative building(s) assignment at least fourteen days before the first day of student attendance each school year.

## **E. Policy Support**

It is further agreed that implementation of the District's and Union's policy of nondiscrimination in assignment and their policy of actively seeking racially integrated faculties in all schools will be fully supported by both parties. The Union agrees to recognize implementation of the policy as a priority factor in assignment and transfer and agrees to assume active responsibility for encouraging applications for assignment and/or voluntary transfer as a means of implementation.

### **Section 4.9A Elementary Team Leaders**

"Team Leaders" in each school and/or area of academic discipline shall be selected by the teachers who comprise each team, provided that final approval of such designation shall remain vested in the school principal.

### **Section 4.9B Junior High Department Leaders**

Department leaders in each junior high school will be chosen by area academic discipline, by the teachers who comprise each academic team, provided that final approval of such designation shall remain vested in the school principal.

### **Section 4.10 Seniority**

1. That principle of employment policy which accords certain benefits and privileges among employees on the basis of length of service is accepted and endorsed by the parties hereto. However, it is understood that there are no seniority rights afforded to non-tenured part-time teachers or short term teachers.
2. District seniority is defined as the length of continuous service as a teacher in the District, and shall begin on the

date that the teacher was officially employed by the Board of School Inspectors - when the Board acted on the hiring or the first day of service, whichever occurred first.

3. Under no circumstances shall any teacher newly employed into the District be placed higher on the District seniority lists than a teacher already having seniority in the District.
4. Should a conflict arise concerning two or more teachers with identical seniority, ties shall be broken by date of application. In the event that the date of application does not break the tie, then the tie shall be broken (in the following order) by:
  1. Total number of years of public school teaching
  2. Highest degree attained.
5. Each year, in accordance with law, the Board, in consultation with the Union, shall establish a sequence of honorable dismissal list categorized by positions and the groupings defined in Section 24-12 of the School Code.
6. Seniority shall only be used in circumstances specifically provided in this Agreement and where permitted by law.

#### **Section 4.11 Curriculum Committees**

The administration will publish the need for district wide curriculum committees, including textbook committees, with the intention that teachers will actively participate in writing the curriculum. Volunteers will be solicited and names will be selected from the entire list of volunteers. Generally all committees referred to in this provision shall meet during the regular school day. When such meetings are scheduled during the school day, teachers will be released without loss of pay. When such meetings are scheduled outside the school day, teachers will be paid a stipend in accordance with the rate provided in Section 6.10.B.

## **Section 4.12     Honorable Dismissal – Reduction in Force**

1. In the event of honorable dismissal and recall of teachers as the result of a reduction in force the Board shall follow the provisions of Section 24-12 of the School Code and any applicable State Administrative Regulations.
2. It shall be the responsibility of teachers subject to recall to inform the Human Resources Office, in writing, of any change of address to provide the necessary means to be informed by certified mail that they have been recalled.
3. In the event of a recall, failure by a teacher to respond in writing, by certified mail, to a notice of recall to the Human Resources Office, within ten (10) days of receipt of the notice of recall, shall constitute a resignation by the teacher. In the event of any dispute as to a teacher's response, it shall be the duty of the teacher to provide a receipt of the certified mail response by the teacher. Failure to provide said receipt shall be conclusive proof of a failure to respond to the recall and shall constitute a resignation by the teacher.
4. The recall period shall be as set forth in the Section 24-12 of the School Code.

## **ARTICLE V - Leave Policies**

### **Section 5.1     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 school 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.

#### **Section 5.2A Sick Leave**

A teacher shall be granted fifteen (15) days annually with full pay cumulative to 340 days for the following reasons:

1. Personal illness
2. Quarantine at home
3. Serious illness or death in the immediate family or household
4. Birth, adoption, or placement for adoption

Pursuant to the School Code, "immediate family" shall include parents, spouse, brother, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. In addition to the foregoing, sick leave shall be

granted in the event of the death of a son-in-law, daughter-in-law, uncle, aunt, niece, nephew, stepchild or stepparent.

If an employee does not serve the full term of his/her first year, the absence allowance shall be pro-rated in proportion to time served. Unused portions of time allowed for sick leave and absence from duty with pay shall accumulate to 340 school days.

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

A statement of accumulation of sick leave shall be given to each teacher by the first paycheck of each school year.

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

### **Section 5.2B Sick Leave Reimbursement**

Only employees who were employed at the beginning of the 2005-2006 school year, who have elected the 220 day sick leave maximum and who begin each school year with 220 accumulated sick leave days, shall have a sick leave reimbursement fund of \$500 available for the school year. A sum of \$50 will be deducted from this bank for each sick leave day used during the year. Thirty (30) days after the end of the school year, each employee shall receive a payment equal to the balance remaining in his/her fund.

### **Section 5.3 Personal Leave**

All teachers shall be granted a maximum of 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 teacher's regular school day, or an emergency over which the teacher 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 school from the leave, if the leave was for an emergency, the teacher shall complete the form required by the Board, in which he/she shall indicate the specific purpose for which the leave was taken.

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 four (4) days. All unused personal days, beyond that day which is cumulative, will be added to the teacher's accumulated sick leave at the end of each school year.

#### **Section 5.4 Jury Duty Leave**

The teacher shall not suffer loss of compensation for jury service, provided that it shall be a condition of this benefit that the teacher tender to the District the sum received by such teacher from the court for such duty, excluding any sum received for mileage and lodging.

Teachers shall not be prevented from performing jury service or from fulfilling their civic responsibilities during the school year, however, teachers shall be encouraged to perform such duties in the summer.

#### **Section 5.5 Professional Improvement Leave**

All tenured teachers shall be eligible for a one-year leave of absence, without pay, for professional improvement. The applicant for such leave shall show a program of formal study,

research work, or travel, either foreign or domestic. This type of leave of absence may be granted to a maximum of six (6) teachers per school year. All requests for such leave must be submitted in writing prior to March 1.

A Professional Improvement Leave Committee will be formed to work out details of leave and to recommend such leaves to the Superintendent. This committee will consist of the Superintendent's designee, one elementary and one junior high school principal, and two elementary and two junior high school teachers, said teachers to be appointed by the Union. The Superintendent's designee will chair the committee.

### **Section 5.6 Child Care Leave**

Child care 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.

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

1. If a child care leave is desired, the teacher shall arrange for a meeting with the building principal 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 the building principal at the time the teacher has been notified of eligibility. Such notification of anticipated leave shall be placed on file with the Human Resources Office for a period of one year and renewable each succeeding year.

2. In order to preserve continuity of instruction, it is agreed that a child care leave shall, if at all possible, begin and/or end at a natural break in the quarter or semester.

Notification of a teacher'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 child care 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, a teacher 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. Teachers who become pregnant and who wish 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.

#### **Section 5.7 Family and Medical Leave (FMLA)**

The Board agrees to comply with the applicable provisions of the Family and Medical Leave Act and the applicable federal regulations promulgated thereunder by the U.S. Department of Labor.

#### **Section 5.8 Use of Sick Leave During Workers Compensation Leave**

For employees who are receiving workers compensation temporary disability pay, the District will use the employee's accumulated sick leave at a rate of 1/3 sick day per day absent until all earned sick days have been exhausted in order to supplement the employee's temporary disability pay.

## **ARTICLE VI - Compensation**

### **Section 6.1 Salary Compensation**

#### **A. Compensation Schedules for Teachers**

The salary schedules for the 2012-2013 and 2013-2014 school years are attached as Appendix A.

#### **B. Pension Pick-Up**

From the listed compensation set forth in the 2012-2013 and 2013-2014 compensation schedules, the Board shall pay the entire portion of the 2012-2013 and 2013-2014 Teachers' Retirement System obligation for those teachers covered by this Agreement.

In the event there is additional compensation paid to a teacher covered by this Agreement such as, but not limited to, extracurricular assignments, internal subbing, such compensation shall be subject to TRS withholding paid by the individual.

#### **C. Step Movement Upon Lane Movement**

When lane movement from the BA or BA+15 lane is approved, the teacher will advance one vertical step on the appropriate lane.

#### **D. Step Advancement Limits**

1. These limitations are applicable to Schedule A employees in the BA+15 Lane. Any employee who has not reached Step 10 of the BA+15 Lane of the 2001-02 Schedule A as of the 2001-02 school year shall not advance beyond new Step 15 of the BA+15 Lane of Schedule A as revised for the 2002-03 school year. “(Note: The shaded portion of Salary Schedules A, Lane BA +15, is intended to identify the group of employees who are eligible for step movement beyond Step 15 of the lane”)

2. No new employee or employee in Schedule A as of the 2000–01 school year shall move to Schedule B. It is contemplated that additional steps shall be added to Schedule A up to Step 35.
3. It is contemplated that the lowest steps in Schedule B shall be deleted annually as employees vacate those steps until this schedule is completely deleted.

**E. Initial Placement Salary Schedule Credit**

A maximum of ten (10) years' credit shall be allowed for previous teaching experience. Credit shall be allowed for military service or Peace Corps duty, when the service time follows full-time employment in District 86. Because of the alteration of the steps of the 2002–03 salary schedule, it is understood that newly hired teachers for the 2012-2013 school year through 2013-2014 school year shall be placed no higher on the salary schedule than if he/she had all of the related experience in District 86.

**F. Purpose of Salary Schedules**

The sole purpose of the foregoing teacher compensation schedules is to permit each faculty member to ascertain what his/her salary is for the 2012-2013 and 2013-2014 academic years. These compensation schedules shall only be in effect for the 2012-2013 and 2013-2014 academic years and shall have no force and effect thereafter.

**G. Hold Harmless Teacher Retirement**

1. The salary schedules for the 2012-2013 and 2013-2014 school years shall be as set forth in Appendix A of the collective bargaining agreement. It is expressly understood that figures appearing on these schedules include sums equal to the teacher's portion of the Teachers' Retirement System obligation paid by the Board. The teacher shall have no claim upon this money except as such may arise upon retirement or upon severance from the retirement system. All

individuals covered by the Agreement must accept the compensation according to this Agreement.

2. The Union agrees to indemnify and hold harmless the Board, individual members thereof and its agents and employees from any and all claims, including but not limited to the cost of the defense thereof, resulting from any action taken to effect compliance with this section, provided the Union is served promptly with notice of any such claim and that defense thereof is surrendered to the Union and to Counsel of its choosing.
3. The parties understand that, should the Internal Revenue Service or any court of competent jurisdiction declare failure to withhold Federal or Illinois income taxes on amounts paid by the Board to the Retirement System in accordance with this section counter to law, the Board shall reserve the right to bring its practices in this regard into conformance with law, the above language notwithstanding.

## **H. Salary Lane Change**

Wherever possible, horizontal advancement on the salary schedule will be allowed immediately upon proof of completion of course work. All salary changes will become effective as of the date of the District's form and the proof of completion are received, except in that salary change requests received after May 1 will be processed for the next school year.

All transcripts required below must be submitted directly by the employee in an envelope sealed by the college or university. Proof of completion shall be required as follows:

1. Employees applying for lane movement to the masters lane must provide an official transcript which includes the date upon which the Master's Degree was conferred/awarded.

2. Employees applying for lane movement to Bachelor's+15 semester hours of approved graduate work must provide an official transcript.
3. Employees applying for lane movement to Bachelor's+36 semester hours of graduate work in an approved advanced degree; or Master's+30 semester hours graduate work in an approved advanced degree program must submit documentation, on the District form, from the college/university verifying that they are currently enrolled in an advanced degree program and that the hours submitted are credited toward the advanced degree, along with an official transcript.

## **Section 6.2 Extracurricular Activity Compensation**

### **A. Extracurricular Compensation Schedules for Teachers**

The extracurricular compensation schedules the 2012-2013 and 2013-2014 school years are attached as Appendix B and shall be effective for the 2012-2013 and 2013-2014 school years.

### **B. Extracurricular Schedule Service Credit**

Absence on a leave pursuant to Article V of this Agreement shall not constitute an interruption of years of service in a given activity; provided, however, such absence shall not count towards movement on this schedule.

If an employee is re-employed in the same activity, then they will be given credit for all years of previous service in the district in that activity. Credit for past non-consecutive experience shall be retroactive to the 1980-81 school year.

### **C. Miscellaneous**

Intramurals Sponsors will be paid a rate of \$25.01/hr for a maximum of 160 hours.

### **Section 6.3 Reimbursed Tuition**

The Board shall reimburse the teacher for tuition up to \$940 in 2012-2013 and 2013-2014 calculated from each September 1st through the following August 31st.

Such payment will be made for pre-approved courses:

- 1) Taken in the area of the teacher's instructional assignment or taken in pursuit of additional endorsements (may include undergraduate as well as graduate level courses).
- 2) Taken in pursuit of an advanced degree in the field of education or educational administration (includes Certificate of Advanced Study).

The employee shall submit for approval, any course for which the employee seeks reimbursement prior to commencing the course work. All course work submitted for reimbursement must be taken from an accredited college or university as verified by the Will County Regional Office of Education. It is recommended all junior high teachers take three graduate hours of reading and elementary teachers take six graduate hours of reading. Reimbursement for such courses will be made when teacher shows evidence of satisfactory completion.

### **Section 6.4 Extra Duty**

The assignment of non-classroom duties, such as, but not limited to, bus duty, playground duty, hall duty, and any other duty as may be deemed necessary by the building administrator will be assigned to teachers.

The building administrator will assign the above duties on an equitable basis unless the building administrator finds it impracticable to do so.

Any teacher not otherwise compensated for extra duties who is required to perform bus duty thirty (30) minutes past the end of a

school scheduled day shall be reimbursed at the following per hour rate for each hour or fraction thereof:

2012-2013	\$17.91
2013-2014	\$17.91

**Section 6.5     Teacher Substitutes**

The District will maintain a list of qualified substitutes who shall be called for absent teachers. When no substitutes are available, volunteers will be solicited from available teachers for the areas of instruction that requires the substitute. If there are no volunteers, teachers may be assigned on an involuntary basis. Classroom teachers who substitute for absent teachers will be reimbursed on the following basis:

Junior High – Teachers will be paid:

2012-2013	\$27.91
2013-2014	\$27.91

for each class period of substitute teaching.

Elementary – Ordinarily classes of absent teachers will be apportioned between not more than three (3) nor less than two (2) teachers. In extraordinary circumstances the class of an absent teacher will be entirely taken by one (1) other teacher. Teachers will be paid as follows when classes are apportioned between three (3) teachers, two (2) teachers, or when an entire class is given to one (1) teacher, as follows:

	<u>3 teachers</u>	<u>2 teachers</u>	<u>1 teacher</u>
2012-2013	\$48.71	\$73.07	\$146.14
2013-2014	\$48.71	\$73.07	\$146.14

Teachers will be paid as soon as practicable after the end of each quarter for the substitute duty performed pursuant to the above conditions.

**Section 6.6 Insurance**

Teachers shall be 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 Allowance.**

	In Net <u>coverage</u>	Out of Net <u>coverage</u>
Hospitalization	90%	60%
Surgical	90% *	60% **

\*based on schedule of Maximum Allowances

\*\*based on usual and customary charges

**B. Diagnostic Benefits.**

In Net <u>coverage</u>	Out of Net <u>coverage</u>
100%	60% after deductible is satisfied

There is no cap on diagnostic benefits.

Mammograms and Pap smear applies to both single and family coverage.

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

**C. Major Medical.**

	In Net <u>coverage</u>	Out of Net <u>coverage</u>
Deductible		
Individual	\$300	\$750
Family	\$900	\$2250
(maximum of 3 individual deductibles)		

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

- E. Single Coverage.** Through the thirteenth (13<sup>th</sup>) pay day of the 2013-2014 school year, the Board shall pay 100% for single coverage for the length of this agreement. Commencing on the fourteenth (14<sup>th</sup>) 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.** Through the thirteenth (13<sup>th</sup>) pay day of the 2013-2014 school year, the Board shall pay 100% for dependent (family) coverage for the length of this agreement. Commencing on the fourteenth (14<sup>th</sup>) 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.
- G. Term Life and AD and D.** The Board will provide term life and AD and D in the amount of one (1) times the teacher's annual salary with a minimum of \$35,000 and a maximum of \$50,000 for the length of this agreement.
- H. Dental Insurance.** The Board shall provide dental benefits for bargaining unit members as follows: \$25 deductible, 100% preventative, 100% routine, 50% major restorative. The type and kind of dental benefits and coverage shall be subject to mutual agreement between the parties; provided that the Board reserves the right to choose its own insurance carrier or otherwise provide for dental coverage as long as employee benefits are not less than those mutually agreed to by the parties.
- I. 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 \$210.00. Contact lenses that are elective are covered up to \$125 both in an out-of-network.

**J.** The Board reserves the right to choose its own insurance carrier, or to continue the District self-insurance program, as long as employee benefits are not less than those currently provided under the present policy.

**K. Prescription Drug Card.** Teachers shall pay the following 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 two prescription card co-payment amounts for a 90 day supply. Drugs must be purchased through the approved pharmacy.

**L. Out of Pocket Limitation.** Under the in-network coverage, there is a maximum of Out of Pocket expenses

of \$1500 per person. Under the out of network coverage, there is a maximum Out of Pocket expense of \$4500 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.

**M. No Lifetime Maximum.** There is no lifetime maximum per person for all covered expenses.

**N. Emergency Room Co-pay.** There is separate \$150 emergency room co-pay for each emergency room visit under both PPO and non-PPO coverage. Co-Pay is waived if the individual is admitted to the hospital directly from emergency room 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](http://www.bcbsil.com).

(Note: Insurance benefit and deductible changes, and prescription drug card changes to become effective January 1, 2013.)

## **Section 6.7 Insurance for Retirement**

Upon retirement, eligible teachers may make a one-time election to participate in one of the following insurance plans but may not participate in both:

### **A. Option 1**

Upon retirement from the District with 20 years of service, a teacher may elect to remain in the group hospitalization plan of District 86 until age 70. The cost of remaining in the District's plan will be paid by the teacher.

### **B. Option 2**

Upon retirement from the District with at least 20 years of service, "Salary Schedule B" teachers in lieu of Option 1 insurance coverage and in lieu of any retirement benefit insurance coverage as identified in Section 6.8 may elect to participate in the state's

TRIP insurance plan (if eligible for said plan) and receive a Board contribution of \$207.00 per month for TRIP coverage up to the age of 65. To be eligible for this option, teachers shall not have made an election to remain in the District's group hospitalization plan at retirement, and cannot be a participant in the District's group hospitalization plan after retirement. By electing the TRIP option, a teacher irrevocably waives their option to remain in the District hospitalization plan until age 70.

## **Section 6.8 Retirement**

### **A. Retirement-No Employer Penalty**

#### **1. Retirement Benefit.**

##### **a. Salary Enhancement**

###### **1) Until April 1, 2013**

The benefits of this subsection shall be in effect for all teachers who make the retirement election on or before April 1, 2013 and are in compliance with this Section. Teachers who qualify under this plan, may elect salary enhancement for a minimum of one year to a maximum of five years. For teachers who qualify under this plan, the annual salary enhancement shall be six percent (6%) over the previous year's salary.

Said amounts shall be prorated over the remaining normal pay periods. Said amounts shall include all wage schedule increases, occurring during this period, which may have been applicable to the retiring teacher.

###### **2) After April 1, 2013**

The benefits of this subsection shall be in effect for all teachers who make the retirement election after April 1, 2013 and are in compliance with this Section. Teachers who qualify under this plan,

may elect salary enhancement for a minimum of one year to a maximum of four years. For teachers who qualify under this plan, the annual salary enhancement shall be four percent (4%) over the previous year's salary.

Said amounts shall be prorated over the remaining normal pay periods. Said amounts shall include all wage schedule increases, occurring during this period, which may have been applicable to the retiring teacher.

**b. Hospitalization Insurance**

Qualifying participants will be allowed to enroll in hospitalization insurance coverage for which they are eligible. The retiree will be responsible for the full amount of the cost applicable to the particular coverage and will be responsible for payment of the premium in accordance with District requirements.

**2. Qualifications and Limitations.**

To be eligible for this benefit a teacher must comply with all of the foregoing requirements and limitations.

- a.** The teacher must be eligible to retire under the Illinois Teacher's Retirement System and immediately receive a retirement annuity.
- b.** The teacher must have completed a minimum of 15 years of full-time employment with Joliet Grade School District No. 86 immediately preceding retirement.
- c.** To participate in this benefit the teacher must submit, to the Superintendent or designee, an irrevocable letter of retirement by April 1 of the school year prior to the commencement of the salary increase provisions. The letter shall identify the year of retirement.

- d. No teacher may participate in this program unless they have sufficient service credit, and/or age credit with the Illinois Teacher's Retirement System to exempt the employer from the payment of any penalty or other additional amount, to the Teacher's Retirement System.
- e. The Board may, in its sole discretion, limit the number of teachers who retire under this plan in any year to 30% of those teachers who are eligible for this benefit. In the event of any limitation in the program, the teacher with the greatest District seniority shall have the participation option.
- f. Any teacher who commences participation in this benefit, and fails to comply with the provisions herein, shall reimburse the District for any increased salary benefit granted under this provision, including tax and pension withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase, which would have been applicable during this period.

**B. Early Retirement Under TRS  
Early Retirement Option (ERO) Provision**

**1. Retirement Benefit**

- a. **Benefit**  
For teachers who qualify under this plan, the Board shall pay the teacher's ERO penalty.
- b. **Hospitalization Insurance**  
Qualifying participants will be allowed to enroll in hospitalization insurance coverage for which they are eligible. The retiree will be responsible for the full amount of the cost applicable to the

particular coverage and will be responsible for payment of the premium in accordance with District requirements.

## **2. Qualifications and Limitations**

To be eligible for this benefit a teacher must comply with all of the foregoing requirements and limitations.

- a. The teacher must be eligible to retire under the Illinois Teacher's Retirement System Early Retirement Option and immediately receive a retirement annuity.
- b. The teacher must have completed a minimum of 15 years of full-time employment with Joliet Grade School District No. 86 immediately preceding retirement.
- c. The teacher must notify the Superintendent, or designee, in writing of the teacher's intention to participate by February 1<sup>st</sup> prior to the end of the teacher's last full year of employment, except for extenuating circumstances approved by the Superintendent.
- d. The maximum number allowed to retire under this retirement plan is 30% of those eligible, based on District seniority.

## **C. Retirement Benefit Limitations**

The retirement benefits provided in this Section are intended to supersede any retirement benefit previously granted under this Agreement, cannot be pyramided, supplemental to, or used in conjunction with any other retirement benefit whether offered under this Agreement or by state law.

#### **D. Board Right to Terminate Program**

*Notwithstanding any provisions to the contrary in this Section, the Board of School Inspectors reserves the right to terminate this retirement at any time, with respect to persons who are not participating in the retirement program, in the school year when the termination becomes effective. For such employees already on retirement, provisions of the retirement program shall continue despite the termination of the program with respect to all other employees.*

#### **Section 6.9 Severability**

At such time as any Illinois court of law indicates that health recognition and service recognition, agreed by the Board and Union as being known as severance or retirement payments, are deemed illegal, those sections 6.9.A and 6.9.B, will not be in force or effect, provided the case is not under appeal.

#### **Section 6.9.A Health Recognition**

For a teacher who retires from District 86 and immediately takes his/her retirement pension benefits, the Board of School Inspectors will reimburse an accumulation of unused sick leave days up to 220 days at \$20.00 for 2012-2014 school years, with a minimum of 20 years of service to the District, providing the teacher notifies the Superintendent or his/her representative, in writing by July 1 prior to the start of the next school year, and providing only that portion of sick leave days not used for retirement purposes will be calculated in the total amount.

The following will disqualify a teacher from eligibility:

1. Any teacher who is dismissed by the Board of School Inspectors.
2. Any teacher who has previously received this benefit from the Board of School Inspectors.

3. Any teacher who leaves the system contrary to the provisions of the Illinois State Tenure Act or contrary to the terms of his/her employment contract.

### **Section 6.9.B Service Recognition**

Upon retirement, with a minimum of twenty (20) years of service to the District, a teacher will be rewarded for service to the District at the rate of \$75.00 for 2012-2014 school years, provided the teacher notifies the Superintendent or his/her representative, in writing by July 1 prior to the start of the next school year, unless there are extraordinary circumstances beyond the teacher's control which prevents the giving of such notice.

### **Section 6.10.A Extended School Programs**

All academic positions in the extended school programs shall be filled by regularly appointed teachers in the school district. In the event that there are no district personnel available for these positions, the Board may use out-of-district persons. In filling such positions when all other factors and qualifications are nearly equal, seniority shall be the deciding factor as to who is hired. The rate of pay shall be:

2012-2013	\$31.00
2013-2014	\$31.00

### **Section 6.10.B Stipends**

When a teacher receives a stipend for authorized participation in district approved activities, the teacher will be paid at the rate of:

2012-2013	\$26.00
2013-2014	\$26.00

### **Section 6.11 Mileage Reimbursement**

Teachers are allowed to claim mileage reimbursement in the performance of their duties when personal automobiles are used.

Mileage to and from work at the beginning and end of a school day is not claimable. All mileage claims must be filed in accordance with District regulations on forms provided by the District. The rate of reimbursement will be the IRS rate.

### **Section 6.12 Pay Periods**

The District's payroll is based on an annualized 26 period schedule. Paychecks are generally issued every other week on Friday, with the exception of holidays. When a pay period falls at the beginning or during a holiday, paychecks are issued on the last working day prior to the start of the holiday period.

Nine and ten month employees have the option, upon written request submitted no later than May 1, to receive all of their remaining paychecks normally paid during the summer months to be paid in a lump sum. Those checks will be issued as part of the last payroll of the school year in June.

### **Section 6.13 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 regulation and the District's regulations.

The District shall permit payroll deductions to one District authorized credit union.

### **Section 6.14 Maximum Compensation Increase Limitation**

Notwithstanding anything to the contrary in this Agreement, the parties agree that any bargaining unit member who is within four (4) years of being eligible for either early or regular retirement under the Illinois Pension Code/ Teachers Retirement System (TRS) is limited to a maximum aggregate annual increase of 6% in TRS credible earnings under this Agreement.

This provision is based on current TRS statutory and regulatory provisions that provide for a penalty to be paid by the Employer for a retiring teacher, whose annual creditable earnings used for determining retirement benefits, exceed 6% over the prior year. If

the Illinois Pension Code/ Teachers Retirement System or any regulations adopted there under are changed to alter the 6% penalty provisions, this Section is subject to renegotiations.

## **ARTICLE VII - Agreement**

### **Section 7.1 No Strike Provision**

Recognizing that adequate means are made available by this Agreement for the resolution of teachers' grievances and/or complaints, neither the Union nor the teachers 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 teacher violating this provision of the Agreement shall be subject to disciplinary action by the Board. The Board agrees that it will not conduct nor condone any lockout of teachers due to a labor dispute for the duration of this Agreement. This no strike provision is null and void at such time when there is an economic or salary re-opener.

### **Section 7.2 Management Rights**

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 teachers and the Board through the Administration, as well as to provide for the salary structure, fringe benefits and employment conditions of the teachers. 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 teachers. 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.

### **Section 7.3 Severability**

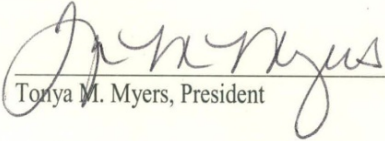
If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with the minimum standard of the School Code, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.


### **Section 7.4 Effective Date**

This Agreement shall be in full force and effect from September 1, 2012 and shall remain in effect to and including August 31, 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 May 1 in the year in which this Agreement expires or prior to May 1 in any year subsequent thereto.

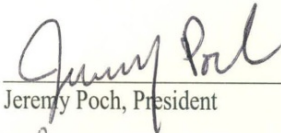
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 9<sup>th</sup> day of January, 2013.

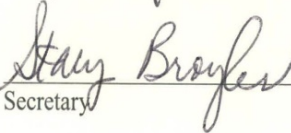
FOR THE BOARD OF SCHOOL INSPECTORS,  
DISTRICT NO. 86, WILL COUNTY, ILLINOIS

  
Tonya M. Myers, President

  
Charyll M. Colstock, Secretary

FOR COUNCIL NUMBER 86 OF THE AMERICAN  
FEDERATION OF TEACHERS-LOCAL 604

  
Jeremy Poch, President

  
Secretary

WITNESS:

  
\_\_\_\_\_

  
\_\_\_\_\_

# APPENDIX A

## Compensation Schedule for Teachers

<i>2012-2013</i>					
<i>Schedule A</i>		<i>BA</i>	<i>BA + 15</i>	<i>MA or 36</i>	<i>MA + 30</i>
	<b>0</b>	<b>\$41,223</b>	<b>\$43,746</b>	<b>\$45,469</b>	<b>\$47,203</b>
	<b>1</b>	<b>\$42,138</b>	<b>\$44,719</b>	<b>\$46,481</b>	<b>\$48,252</b>
	<b>2</b>	<b>\$43,053</b>	<b>\$45,692</b>	<b>\$47,493</b>	<b>\$49,301</b>
	<b>3</b>	<b>\$43,969</b>	<b>\$46,664</b>	<b>\$48,505</b>	<b>\$50,350</b>
	<b>4</b>	<b>\$44,885</b>	<b>\$47,636</b>	<b>\$49,516</b>	<b>\$51,399</b>
	<b>5</b>	<b>\$45,801</b>	<b>\$48,610</b>	<b>\$50,525</b>	<b>\$52,448</b>
	<b>6</b>	<b>\$46,718</b>	<b>\$49,582</b>	<b>\$51,537</b>	<b>\$53,499</b>
	<b>7</b>	<b>\$47,632</b>	<b>\$50,554</b>	<b>\$52,550</b>	<b>\$54,548</b>
	<b>8</b>	<b>\$48,550</b>	<b>\$51,527</b>	<b>\$53,561</b>	<b>\$55,596</b>
	<b>9</b>	<b>\$49,474</b>	<b>\$52,506</b>	<b>\$54,580</b>	<b>\$56,656</b>
	<b>* 10</b>	<b>\$50,376</b>	<b>\$53,364</b>	<b>\$55,499</b>	<b>\$57,633</b>
	<b>11</b>		<b>\$54,475</b>	<b>\$56,694</b>	<b>\$58,914</b>
	<b>12</b>		<b>\$55,584</b>	<b>\$57,889</b>	<b>\$60,194</b>
	<b>13</b>		<b>\$56,694</b>	<b>\$59,085</b>	<b>\$61,474</b>
	<b>14</b>		<b>\$57,805</b>	<b>\$60,282</b>	<b>\$62,757</b>
	<b>15</b>		<b>\$58,914</b>	<b>\$61,474</b>	<b>\$64,037</b>
	<b>16</b>		<b>\$60,282</b>	<b>\$63,098</b>	<b>\$65,745</b>
	<b>17</b>		<b>\$61,648</b>	<b>\$64,719</b>	<b>\$67,452</b>
	<b>18</b>		<b>\$63,014</b>	<b>\$66,342</b>	<b>\$69,160</b>
	<b>19</b>		<b>\$64,379</b>	<b>\$67,964</b>	<b>\$70,868</b>
	<b>20</b>		<b>\$65,745</b>	<b>\$69,587</b>	<b>\$72,575</b>
	<b>21</b>		<b>\$67,112</b>	<b>\$71,209</b>	<b>\$74,282</b>
	<b>22</b>		<b>\$68,478</b>	<b>\$72,832</b>	<b>\$75,991</b>
	<b>23</b>		<b>\$69,844</b>	<b>\$74,454</b>	<b>\$77,699</b>
	<b>24</b>		<b>\$71,209</b>	<b>\$76,076</b>	<b>\$79,406</b>
	<b>25</b>		<b>\$72,633</b>	<b>\$77,598</b>	<b>\$80,994</b>

<i>Schedule B</i>		<i>BA</i>	<i>BA + 15</i>	<i>MA or 36</i>	<i>MA + 30</i>
	<b>31</b>		<b>\$80,772</b>	<b>\$83,796</b>	<b>\$86,310</b>
	<b>32</b>		<b>\$84,486</b>	<b>\$87,653</b>	<b>\$90,279</b>
	<b>33</b>		<b>\$88,118</b>	<b>\$91,421</b>	<b>\$94,161</b>
	<b>34</b>		<b>\$90,974</b>	<b>\$94,386</b>	<b>\$97,212</b>
	<b>35</b>		<b>\$93,251</b>	<b>\$96,745</b>	<b>\$99,645</b>
	<b>36</b>		<b>\$94,136</b>	<b>\$97,631</b>	<b>\$100,528</b>
	<b>37</b>		<b>\$94,136</b>	<b>\$97,631</b>	<b>\$100,528</b>

**\*This step includes teachers with ten to fifteen years of experience for 2012-2013.**

# APPENDIX A

## Compensation Schedule for Teachers

<i>2013-2014</i>					
<i>Schedule A</i>		<i>BA</i>	<i>BA + 15</i>	<i>MA or 36</i>	<i>MA + 30</i>
	<b>0</b>	<b>\$41,223</b>	<b>\$43,746</b>	<b>\$45,469</b>	<b>\$47,203</b>
	<b>1</b>	<b>\$42,138</b>	<b>\$44,719</b>	<b>\$46,481</b>	<b>\$48,252</b>
	<b>2</b>	<b>\$43,053</b>	<b>\$45,692</b>	<b>\$47,493</b>	<b>\$49,301</b>
	<b>3</b>	<b>\$43,969</b>	<b>\$46,664</b>	<b>\$48,505</b>	<b>\$50,350</b>
	<b>4</b>	<b>\$44,885</b>	<b>\$47,636</b>	<b>\$49,516</b>	<b>\$51,399</b>
	<b>5</b>	<b>\$45,801</b>	<b>\$48,610</b>	<b>\$50,525</b>	<b>\$52,448</b>
	<b>6</b>	<b>\$46,718</b>	<b>\$49,582</b>	<b>\$51,537</b>	<b>\$53,499</b>
	<b>7</b>	<b>\$47,632</b>	<b>\$50,554</b>	<b>\$52,550</b>	<b>\$54,548</b>
	<b>8</b>	<b>\$48,550</b>	<b>\$51,527</b>	<b>\$53,561</b>	<b>\$55,596</b>
	<b>9</b>	<b>\$49,474</b>	<b>\$52,506</b>	<b>\$54,580</b>	<b>\$56,656</b>
	<b>10</b>	<b>\$50,376</b>	<b>\$53,364</b>	<b>\$55,499</b>	<b>\$57,633</b>
<b>*</b>	<b>11</b>		<b>\$54,475</b>	<b>\$56,694</b>	<b>\$58,914</b>
	<b>12</b>		<b>\$55,584</b>	<b>\$57,889</b>	<b>\$60,194</b>
	<b>13</b>		<b>\$56,694</b>	<b>\$59,085</b>	<b>\$61,474</b>
	<b>14</b>		<b>\$57,805</b>	<b>\$60,282</b>	<b>\$62,757</b>
	<b>15</b>		<b>\$58,914</b>	<b>\$61,474</b>	<b>\$64,037</b>
	<b>16</b>			<b>\$63,098</b>	<b>\$65,745</b>
	<b>17</b>		<b>\$61,648</b>	<b>\$64,719</b>	<b>\$67,452</b>
	<b>18</b>		<b>\$63,014</b>	<b>\$66,342</b>	<b>\$69,160</b>
	<b>19</b>		<b>\$64,379</b>	<b>\$67,964</b>	<b>\$70,868</b>
	<b>20</b>		<b>\$65,745</b>	<b>\$69,587</b>	<b>\$72,575</b>
	<b>21</b>		<b>\$67,112</b>	<b>\$71,209</b>	<b>\$74,282</b>
	<b>22</b>		<b>\$68,478</b>	<b>\$72,832</b>	<b>\$75,991</b>
	<b>23</b>		<b>\$69,844</b>	<b>\$74,454</b>	<b>\$77,699</b>
	<b>24</b>		<b>\$71,209</b>	<b>\$76,076</b>	<b>\$79,406</b>
	<b>25</b>		<b>\$72,633</b>	<b>\$77,598</b>	<b>\$80,994</b>
	<b>26</b>		<b>\$74,086</b>	<b>\$79,149</b>	<b>\$82,614</b>

<i>Schedule B</i>		<i>BA</i>	<i>BA + 15</i>	<i>MA or 36</i>	<i>MA + 30</i>
	<b>32</b>		<b>\$84,486</b>	<b>\$87,653</b>	<b>\$90,279</b>
	<b>33</b>		<b>\$88,118</b>	<b>\$91,421</b>	<b>\$94,161</b>
	<b>34</b>		<b>\$90,974</b>	<b>\$94,386</b>	<b>\$97,212</b>
	<b>35</b>		<b>\$93,251</b>	<b>\$96,745</b>	<b>\$99,645</b>
	<b>36</b>		<b>\$94,136</b>	<b>\$97,631</b>	<b>\$100,528</b>
	<b>37</b>		<b>\$94,136</b>	<b>\$97,631</b>	<b>\$100,528</b>

**\*This step includes teachers with eleven to sixteen years of experience for 2013-2014.**

## **APPENDIX A**

### **Compensation Schedule for School Psychologists**

**2012-2013**

**2013-2014**

<b>\$48,344</b>	<b>\$48,344</b>
<b>\$49,966</b>	<b>\$49,966</b>
<b>\$51,588</b>	<b>\$51,588</b>
<b>\$53,207</b>	<b>\$53,207</b>
<b>\$54,825</b>	<b>\$54,825</b>
<b>\$56,445</b>	<b>\$56,445</b>
<b>\$58,063</b>	<b>\$58,063</b>
<b>\$59,684</b>	<b>\$59,684</b>
<b>\$61,303</b>	<b>\$61,303</b>
<b>\$62,950</b>	<b>\$62,950</b>
<b>\$64,713</b>	<b>\$64,713</b>
<b>\$66,525</b>	<b>\$66,525</b>
<b>\$68,389</b>	<b>\$68,389</b>
<b>\$70,301</b>	<b>\$70,301</b>
<b>\$72,272</b>	<b>\$72,272</b>
<b>\$74,293</b>	<b>\$74,293</b>
<b>\$76,376</b>	<b>\$76,376</b>
<b>\$78,514</b>	<b>\$78,514</b>
<b>\$80,710</b>	<b>\$80,710</b>

# APPENDIX B

APPENDIX B													
Extra Curricular Salary Schedule													
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
Athletic Director	2,592	2,757	2,935	3,111	3,286	3,461	3,638	3,821	4,006	4,195	4,391	4,733	
Basketball	1,607	1,689	1,779	1,868	1,960	2,052	2,151	2,248	2,346	2,440	2,538	2,836	
Wrestling	1,607	1,689	1,779	1,868	1,960	2,052	2,151	2,248	2,346	2,440	2,538	2,836	
Soccer	1,190	1,249	1,315	1,379	1,448	1,515	1,587	1,658	1,727	1,799	1,868	1,938	
Volleyball	1,407	1,481	1,563	1,643	1,723	1,809	1,896	1,982	2,072	2,159	2,248	2,334	
Cross-Country	1,190	1,249	1,315	1,379	1,448	1,515	1,587	1,658	1,727	1,799	1,868	1,938	
Choir	2,019	2,080	2,144	2,209	2,273	2,342	2,408	2,472	2,538	2,605	2,672	2,737	
Drama	524	561	602	643	682	722	762	802	843	885	926	970	
Speech*	524	561	602	643	682	722	762	802	843	885	926	970	
Scholastic Bowl	1,407	1,482	1,563	1,643	1,723	1,809	1,896	1,982	2,072	2,159	2,248	2,334	
Band	4,036	4,158	4,287	4,416	4,549	4,681	4,814	4,945	5,079	5,211	5,344	5,475	
Orchestra	3,709	3,805	3,905	4,011	4,116	4,224	4,329	4,435	4,542	4,646	4,754	4,867	
Yearbook	653	705	762	817	874	930	988	1,043	1,098	1,154	1,212	1,272	

## **APPENDIX B**

\* Plus \$194.83 for school hosting District speech contest, to be divided among speech teacher(s) responsible for hosting the contest.

Intramurals Sponsors will be paid a rate of \$25.01/hr for a maximum of 160 hours.

This schedule shall be effective for the 2012–2013 and 2013-2014 school years.