

**MOKENA SCHOOL DISTRICT 159**

**AND**

**MOKENA CLASSIFIED STAFF ASSOCIATION, IEA/NEA**

**2016-2020**

**COLLECTIVE BARGAINING AGREEMENT**

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## **ARTICLE 1 RECOGNITION**

The Board of Education and the Mokena School District 159, hereinafter referred to as the "Board" recognize the Mokena Classified Staff Association (MCSA), hereinafter referred to as the "Association", as sole and exclusive negotiating agent for all full-time and part-time regularly employed non-certified staff, including administrative assistants, building aides, health aides, office aides, technology aides, nurses, paraprofessionals, and receptionists, employed by the Employer (hereinafter sometimes referred to as "Employees").

Excluded: All certificated employees, transportation employees, building and grounds maintenance employees, custodial employees, food services employees, the Assistant to the Superintendent, the Assistant to the Chief School Business Official and all supervisory, confidential, managerial and short-term employees as defined by the Illinois Educational Labor Relations Act.

## **ARTICLE 2 ASSOCIATION RIGHTS**

- A.** Names, addresses, telephone numbers, dates of hire, position and building assignment of newly-hired support staff members will be provided to the Association President, which may include electronic methods of communication, within 5 working days of the Board meeting at which the Employees were hired.

The Board shall furnish monthly to the association the names and dates for Employees who terminate, begin leaves of absences and who have permanent changes in hours worked, position or building assignments.

- B.** The Association shall also have the right to hold its general membership meetings on school district property provided such meetings in no way interfere with any aspect of the instructional or extracurricular programs, and provided that such meetings entail no additional maintenance or custodial expenses, and that the facilities are available. When such meetings entail additional maintenance or custodial expenses, the Board may make a reasonable charge for such expense. The Association shall contact the Superintendent or building principal regarding the availability of the desired school district facility and make advance reservations for such prior to scheduling any meeting which is to be held on school district property.
- C.** The President of the Association or his/her designee shall be given notice of any regular meeting of the Board held other than as normally scheduled and of any special meeting. Non-confidential items in the Board Packet will be emailed to

the President of the Association when they are emailed to the Board members. Approved minutes of Board meeting will be posted on the District's website.

- D.** The Board shall receive Association recommendations for amendment of Board policy and for its fiscal programs. Upon the request of the Superintendent, Association representatives will make themselves available to elaborate upon such proposals.
- E.** The Board shall provide the Association, upon request, with regularly prepared information germane to matters within the scope of negotiations. This shall include, but not necessarily be limited to, the current annual financial audit, tentative budget, adopted budget, monthly payment of bills report, the monthly financial report, and monthly investment report.

For other than simple information the Association shall provide personnel assistance for the reproduction of the requested information.

Nothing herein shall require the Board or its staff to research or assemble information.

- F.** The Association may use District mailboxes and email for the purpose of informing members of dates, times, location and contact people for events and meetings.
- G.** The Association may use a designated bulletin board in each building for the purpose of informing members of dates, times, location and contact people for events and meetings.
- H.** Neither the Board nor the Association shall discriminate against any Employee by reason of his membership or lack thereof in the Association, his participation or lack thereof in any activities of the Association or in negotiations with the Board, or his institution of or refusal to institute any grievance or proceeding under this agreement. Any Employee who is summoned or requested to attend a meeting with Administration, that is investigatory in nature and which the Employee reasonably believes may result in discipline, shall be afforded union representation.
- I.** The Board shall place on the agenda of each regular Board meeting for consideration under "Communications" any matters brought to its attention by the Association so long as these matters are made known in writing to the Superintendent at least five (5) business days prior to the regular meeting. If requested by the Superintendent, Association representatives will meet with him promptly to review and discuss such matters. The Superintendent and Association representatives may meet on a mutually agreed upon date each

month for the purpose of reviewing issues and to resolve any problems that may arise. These meetings are not intended to bypass the grievance procedure.

- J.** The Superintendent or his/her designee shall receive and consider input from the Association prior to final approval of the school calendar.
- K.** In the event the Association desires to send a representative(s) to conferences, conventions or other meetings, the representative(s) may be excused without loss of salary, provided that the frequency of excused leave shall not impair the District's operations. A written request for such leave shall be submitted to the Superintendent by the President of the Association for his/her approval. The granting or denial of such request shall not establish a practice or precedence. Association leave will not exceed eight (8) days per school year, two (2) of which may only be used when students are not in attendance, with the Association reimbursing the District for the cost of any substitutes that might be used.
- L.** When any Employee is required to appear before the Board or before any Board committee concerning any matter which could directly affect the continuation of that Employee in his/her employment, the Employee shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to represent him/her during such meeting or interview. When any Employee is required to meet with the Superintendent or a principal for an investigatory interview the Employee reasonably believes may result in discipline, the Employee may have a representative present at such meeting.
- M.** One official personnel file shall be kept for each Employee. Each Employee shall have the right, upon request, to review the contents of his/her own official district personnel file. Such review shall be during normal office business hours, but not including the hours students are scheduled to be in the schools, and in the presence of a designated Employee of the Board. A representative of the Association may, at the Employee's request, accompany the Employee in this review. The Employee shall have opportunity to place a written response to the material in this file, if such shall be submitted within twenty-five (25) employment days of the date the material was first shown to the Employee. No Employee shall remove any material from the official district personnel file. Confidential material, such as recommendations by colleges, or universities, or evaluations of an Employee by previous employers, shall not be subject to review by the Employee. Matters related to any pending investigations of possible Employee misconduct shall not be placed in the Employee's official district personnel file.
- N.** The District recognizes and generally follows the tenets of progressive discipline. Employee discipline generally follows the following process:
  - 1. Informal – a conversation notifying the employee of the alleged incident may be documented.

2. Verbal reprimand – may be documented.
3. Written reprimand – shall be documented and placed in personnel file.
4. Suspension – shall be documented and placed in personnel file.
5. Termination

The District reserves the right, in its discretion, to determine the seriousness of an incident and, for matters determined to constitute serious infractions, impose a level of discipline appropriate to the conduct at issue without regard to whether prior less serious disciplinary actions have been taken. Prior to issuance of a written reprimand, suspension or termination, the District shall meet with the Employee and the Employee shall be entitled to Association representation at such meeting.

- O.** Any complaint by a parent of a student directed toward an Employee shall be reported to the Employee if the District decides to take disciplinary action in response to the complaint. No disciplinary action against the Employee shall be taken until a scheduled parent-employee or employee-administrator conference has taken place. The Employee involved, at the Employee's request, may have an Association representative present at any of the above conferences.
- P.** Nothing in this Agreement shall be construed to interfere with the right of an Employee to exercise such rights as registering and voting, participating in party organization, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices which are not incompatible with his/her current employment, provided that no Employee shall use institutional or classroom privileges or facilities or promote candidates or to further partisan political activities, or to seek to inculcate personal political views in the mind of any student. This provision does not prohibit implementation, by the Board, of policies adopted pursuant to law.
- Q.** The Board and Association agree that neither shall discriminate against any employee by reason of race, creed, color, marital status, sex, age or national origin.
- R.** In any case of assault or battery upon an Employee, or a threat of assault or battery, the building administrator must promptly file a report to the Superintendent. The Superintendent shall render all reasonable assistance and administrative support to the Employee in handling the incident by law enforcement and judicial authorities. An Employee shall have the right to call 9-1-1 when necessary in an emergency, such as protection of the safety of the students, or employees, including a threat toward the safety of students, or employees. In such an event, the Employee shall promptly notify the building administrator.



Following any incident of assault or battery or a threat of assault or battery by a student, the Employee will have the right to discuss this incident with the building administrator before a formal meeting with the parent.

### **ARTICLE 3 NEGOTIATIONS PROCEDURES**

- A.** The Board and the Association agree to participate in good faith negotiations.
- B.** Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, grievance procedures, other mandatory subjects of bargaining and such other matters as the parties mutually agree to negotiate.
- C.** "Good faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.
- D.** It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, and to reach tentative agreement which shall be presented to the Board and Association respectively for ratification.
- E.** Each party in any negotiations shall select its negotiating representatives, provided that the Board shall not select an Employee as herein defined as its representative and the Association shall not select a member of the Board or an employee of the Board who is not an Employee.
- F.** Consultants and experts shall be allowed to participate in joint negotiations sessions. There shall be no observers in the joint negotiations sessions.
- G.** Negotiations shall begin no later than May 15, unless both parties agree to an alternate date. The Association shall notify the Board at least 30 days in advance of the date the Association would prefer to commence negotiations and suggest a date for an initial meeting. Subsequent meetings shall be held as necessary at times and places agreed to by both parties.
- H.** Every effort shall be made to prepare agreed-upon material for the Board and the Association at the meeting following the meeting at which such agreement was reached. Language additions must be shown in underline and deletions must be shown in strikethrough.
- I.** When the Association and Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for approval.

- J. Once negotiations have begun, as described in Section G above, they shall continue for at least a sixty (60) day period, unless a contract is entered into. If after the sixty (60) day period, and within forty-five (45) days of the scheduled start of the forth-coming school year, the parties have not reached an agreement on all items, either party may call for the appointment of a mediator.
- K. Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff.

## **ARTICLE 4 WORKING CONDITIONS**

### **A. Overtime**

All work over and above 40 hours per week shall be compensated at the rate of 1 and one-half times the employee's regular rate of pay. All overtime must be pre-approved by the employee's supervisor. Unauthorized incurrence of overtime work shall subject an employee to discipline. Overtime on Sunday or Holiday shall be at the rate of 2 times their regular rate of pay.

### **B. Employee Lunch Period & Breaks**

Each employee working 7 or more continuous hours shall have a duty-free lunch of not less than one-half (½) hour, any employee who is directed to work through their duty-free lunch will be compensated.

### **C. Safe Working Conditions**

Support Staff employees shall not be required to work under conditions which clearly endanger their lives or health.

### **D. Job Descriptions and Performance Evaluations**

Each employee shall be provided with, or access to, a current copy of his/her job description upon hire, upon changing positions, or upon request. The job description shall be reviewed, and revised if necessary, as a part of the employee's regular performance evaluation, and revised at other times when needed due to changes in duties assigned to a position.

### **E. Outsourcing**

The District will not outsource during the life of the contract. It is understood that contracting for specialized student services the District cannot provide through its employees, or cannot secure employees to perform, shall not constitute outsourcing.

### **F. Evaluation**

Each employee will be evaluated by his/her administrative supervisor at least once every other year. The evaluation conference will be held at a mutually

agreed-upon time. Each employee shall have the right to respond in writing within 25 employment days to an evaluation and to have such response attached to the evaluation in his/her personnel file.

**G. Notifying of Absence**

All support staff will notify their immediate supervisor of unscheduled absences at their earliest reasonable opportunity by way of phone call, email, employee management system, or text.

**H. Summer Office Hours**

If the Board intends to implement summer hours on the Superintendent's recommendation, the Superintendent or designee shall contact the Association President to discuss the proposed summer hours. Discussion shall begin no later than December 1 of the year prior to any implementation.

**I. Non-Student Days**

- a. Non-student attendance days are defined as days during the school year when students are not in school. The following are considered non-student attendance days; Winter Break, Spring Break, and Institute days when students are not in session.
- b. On days when students are not in attendance, ten (10) month employees shall not be required to work, but may work if mutually agreed between the employee and the immediate supervisor. When ten (10) month employees do work on student non-attendance days, they will be paid at their hourly rate for all work not in excess of 40 hours.

**J.** Support Staff may also be asked to work for special school events such as, but not limited to, dances, field trips, Science Fair, Art Fair, Book Fair or athletic events with pay. The employer will first consider qualified volunteers. If there are insufficient volunteers, the duties will be assigned by lowest seniority among those qualified. Employees who are assigned may ask to be excused from working a special event due to hardship imposed due to other employment.

**K.** Support staff who are approved or directed to attend in-service or other training shall be paid their hourly rate for all hours worked.

**L. Administering Medication or Medical Procedures**

Under no circumstances will bargaining unit members (employees) other than Health Service Coordinators be required to administer medication to students. However, those employees who voluntarily administer medication, or medical procedures, or provide emergency assistance to students within the scope of their employment will be indemnified per Section 5/10-20.20 of the Illinois School Code.

### **M. Substitute Work**

Except in brief emergency situations, a paraprofessional shall work with students in an instructional capacity only when the paraprofessional is under the direct supervision of a licensed teacher. This shall not preclude voluntary employment of an appropriately licensed paraprofessional as a substitute teacher when no other substitute teacher is available. Compensation will be at the current District substitute teacher rate in lieu of the paraprofessional's regular rate of pay. Also, should a classified employee be asked to substitute in a higher paid classified position (e.g. Building Aide to a Paraprofessional), the employee will be paid at the higher rate of pay for the hours spent in that substitute position.

### **N. Training**

The Board will consider, within its sole discretion, any requests for employee release time and fee reimbursement for workshops or college courses for which an employee has approval in advance of attendance. If said request is denied and the affected employee so requests, the employee will be provided with an explanation for the rejection. This agreement to provide such an explanation does not limit the Board's discretion to reject a request for any reason nor shall any specific reason nor shall any specific reason be prejudicial as to any other such request.

## **ARTICLE 5 MILEAGE & CLOTHING ALLOWANCE**

### **A. Mileage**

If a Support Staff Employee is required by the Superintendent or designee to use his or her personal vehicle for District 159 work, the Support Staff Employee will be reimbursed for mileage at the maximum rate then allowed by IRS. A Support Staff Employee will not receive reimbursement to travel to or from work. If the work assignment is outside District 159, and the employer offers transportation, the Support Staff Employee will not be entitled to mileage reimbursement. For out-of-district assignment the mileage reimbursement shall be either (a) the distance from the Support Staff Employee's home to the work assignment, or (b) from the in-district locale the Support Staff Employee is otherwise assigned to, whichever is shorter.

### **B. Clothing Allowance**

1. The employer shall make available District-owned winter coats for use by Support Staff employees assigned to outside duty (bus duty on a daily basis, recess or lunch duty on a daily basis) and will reimburse such employees up to seventy-five dollars (\$75) towards the cost of job-appropriate footwear that will be worn during the performance of the employee's duties. The Support

Staff Employee must provide a receipt for reimbursement for the footwear purchase.

2. The employer shall grant the Nurse and Health Aide(s) an annual clothing allowance of two hundred dollars (\$200) for the purchase of uniform and/or shoes to be worn by the Employee at all times while on duty. The Support Staff employee must provide a receipt for reimbursement. The employer may establish reasonable standards for such uniforms and/or shoes.

## **ARTICLE 6 SENIORITY/REDUCTION IN FORCE/RECALL**

### **A. Definitions of Seniority**

Seniority shall be defined as the length of continuous full-time service within the district. Separate seniority lists shall be maintained for full-time and part time categories of positions. Support Staff Members shall be placed in one of the following categories based upon their current assignments:

- Building Aide
- AA-School Professional III
- Learning Center Aide
- Paraprofessional
- Administrative Assistant
- Technical Support Aide
- Health Service Coordinator
- AA for Payroll and Benefits
- AA for Student Services
- AA for Accounts Payable
- AA for Instructional Services

### **B. Accumulation**

Seniority shall accrue from the date the employment is approved by the Board of Education. Seniority shall not accrue during any unpaid leave of absence except for an unpaid leave under the Family Medical Leave Act. Should a Support Staff Member be transferred to a new category of position, the staff member shall begin to accrue seniority in the new category of position. Any accrued seniority in a particular category of position shall remain available to the employee in the prior position, but shall not be transferred to the new category of position.

### **C. Bumping Rights**

Seniority will be recognized separately for full-time and part-time Support Staff. In case of reduction-in-force, part-time Support Staff may “bump” only other part-time Support Staff with less seniority, and may not “bump” full-time Support Staff, even if the full-time Employee has less seniority. Full-time Support Staff reduced-in-force will be deemed “qualified” to bump into a different category of position

only if the support staff member has previously served in that category and may use her previously accrued seniority in that category to bump a less senior employee in that category. All part-time support staff members will be RIF'd before any full-time support staff members are impacted, however, if the District determines the need for part-time positions continues, full-time employees may be reduced to part-time status.

**D. Tie Breakers**

In the event that two or more full-time or two or more part-time Support Staff in the same category of position have the same seniority date in that category of position, the tie shall be broken by total continuous, full-time service in the District, whether or not within the subject category of position. If two or more staff members remain equal after the application of these factors, the staff member having greater seniority shall be determined by lot.

**E. Maintaining and Posting of Seniority List**

The initial Seniority Lists for full-time employees shall be prepared by the Administration and communicated to the President of the Association by February 1st of each year of this agreement. Employees shall have ten (10) work days after posting to challenge such lists. No challenges for the current year shall be considered after the ten (10) day period. The final list shall be sent to the President of the Association in a timely fashion.

**F. Reduction in Force**

Reduction in the number of support staff employed shall be in accordance with the applicable provisions of the School Code. Support staff members will be given a 30-day notice of a reduction in force, unless the reduction is due to an unforeseen reduction in the student population, in which case the notice shall be a 5-day notice.

**G. Recall Rights and Procedures**

Laid off Support Staff Members shall be recalled in order of seniority to positions they are qualified to fill.

Support Staff Members Obligations to Respond to Recall

1. It shall be the Support Staff Member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled Support Staff Member shall have ten (10) calendar days from receipt of a notice, excluding Saturday, Sunday and holidays, to accept an offer of recall. A failure to do so will create a waiver of any recall rights.
2. The Board may fill the position on a temporary basis until the recalled staff member returns to work. Support staff members recalled to full-time work for which they are qualified are obligated to take said work.

3. Support staff members who decline recall to full-time work for which he/she is qualified shall forfeit his/her recall rights.

## **ARTICLE 7 SUPPORT STAFF RIGHTS**

### **A. Probationary Period**

The probationary period for all Support Staff Employees will be one calendar year from the first day of active employment, during which time the Employee may be dismissed for any lawful reason at the sole and non-grievable discretion of the Board. Unless released earlier, probationary Employees will be observed before the 3<sup>rd</sup> and the 6<sup>th</sup> month of employment, and will receive an evaluation prior to the end of the probationary period.

### **B. Termination of Employment (Non-Probationary Only)**

1. Any Staff member recommended for termination shall be notified in writing. Such notification will be provided prior to the next scheduled Board meeting and will include the reason(s) for the termination.
2. Any Support Staff member recommended for termination has the right to meet with the Board of Education. If requested by the Support Staff member, an Association representative may be present.
3. **Final Paycheck.** A terminated Support Staff member's final paycheck will be adjusted for any unused, earned vacation credit or vacation time taken that was not earned. Terminated Support Staff will receive their final paycheck on the next regularly scheduled paycheck date following their last day of work.

### **C. Job Openings**

New bargaining unit job openings will be posted a minimum of five (5) business days and shall be filled by the Superintendent of Schools or the Board of Education. Current employees who possess the qualifications for a job opening and who apply will be granted an interview. The Board of Education and the Superintendent of Schools reserve the right to assign Support Staff to buildings and fill vacancies.

### **D. Tentative Assignments**

By June 30 of the current school year support staff will be notified by the administration as to their tentative assignment for the coming school year. Support Staff being transferred from their current position will be notified by the Administration prior to and no later than the day before placement notification is given to all Support Staff members. This notification will occur after student dismissal. The tentative assignment is subject to change.

### **E. Professional Qualification and Assignments**

1. All Teacher Aides are required to hold a Paraprofessional License.
2. All Nurses are required to hold a Registered Nurse License in the State of Illinois or be otherwise properly licensed to provide nursing services to students under State law or regulations.

## **ARTICLE 8 ASSOCIATION DUES DEDUCTION**

### **A. Support Staff Authorization**

Any support staff who is a member of the Association may sign and deliver to the Board Office an assignment authorizing deduction of Association dues. The Association shall notify the Superintendent's Office in writing of the total amount of annual and monthly dues. Such written authorization and assignment shall continue in effect unless cancelled by the originating support staff member. The assignment may be cancelled prior to September 15 of any year by written notice to the Superintendent's Office.

### **B. Months of Deduction**

The Board will deduct monthly dues beginning in September and continuing through June, provided that assignment cards have been received no later than September 1 of each year by the Superintendent's Office. Support staff members hired beyond the deadline date have an additional thirty (30) school days from their date of employment to submit assignment cards.

### **C. Remittance to Association**

The Board shall remit monthly to the Treasurer of the Association the total amount of money deducted for the month.

### **D. Legal Protection for Board**

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this article or in compliance with any assignment furnished under the provisions of this Article.

## **ARTICLE 9 NO STRIKE NO LOCKOUT**

### **A. NO STRIKE**

During the term of this agreement, neither the Association nor any officers, or Employees will engage in any strike, sympathy strike, and secondary boycott, residential picketing, slow down, concerted stoppage of work or any other intentional interruption or disruption of the operations of the Board. Any or all



Employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Board. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

**B. NO LOCKOUT**

The Board will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Association so long as there is good faith compliance by the Association and the Employees with this Article.

**ARTICLE 10  
GRIEVANCE PROCEDURE**

**10.1 DEFINITIONS**

A grievance is defined as a complaint or claim by an employee or the Association that there has been an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.

**10.2 TIME LIMITS**

For the purpose of this article, the terms “days” shall mean those days the District Office is officially open for business.

**10.3 PROCEDURES**

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communication, provided the resolution is consistent with the terms of this document. The informal discussion shall take place within fifteen (15) days of the occurrence of the event, which initiated the alleged grievance.

The Board acknowledges the right of the Association to assist a grievant at any level of the grievance procedure if it obtains the consent of the grievant, and the Association acknowledges the right of any member of the Administration to receive assistance as desired in any step of the grievance procedure. Failure of any grievant to abide by the prescribed timelines shall prohibit the grievant from proceeding to the next step. The time limits, however, may be extended by written agreement between the parties. At any step of the grievance procedure, the grievant may have representation of his/her choice.

A grievance involving the act of any Administrator above the building level shall initially be filed at Step 2 of the grievance procedure after the grievant has first verbally consulted the Administrator involved.

**A. STEP 1** – If the alleged grievance cannot be resolved informally, the grievant shall present the grievance in writing to the immediately involved supervisor no later than ten (10) days following the process. The written information contained in the filed grievance shall contain the following:

1. A description of the specific grounds of the grievance, including the specific action or lack of action being grieved, including names, dates and places necessary for a complete understanding of the grievance;
2. A listing of the provisions of this Agreement, the Article or Articles and Sections or Paragraphs, which are alleged to have been violated or misapplied;
3. A listing of the specific actions requested of the Administration which will remedy the grievance.

The supervisor will arrange a meeting to take place within ten (10) days after the receipt of the grievance. An Association representative selected by the aggrieved party, if said aggrieved party desires said assistance, the aggrieved party, immediately involved supervisor, and any person whose assistance he/she requests, shall be present for the meeting. Upon the conclusion of the hearing of the grievance, the supervisor shall have ten (10) days in which to provide his/her written decision of the grievant.

- B. **STEP II** – If the grievant is not satisfied with the disposition of the grievance at Step I, or if Step I time limits expire without the issuance of the supervisor's memorandum, then the grievant may within ten (10) days refer the grievance to the Superintendent or his/her designee. The Superintendent shall within ten (10) days conduct a meeting with the same parties being present in Step 1. Each party to the grievance shall have the right to include in its presentation a counselor if so desired. Upon the conclusion of the hearing of the grievance, the Superintendent shall have ten (10) days in which to provide his/her written decision to the grievant.
- C. **STEP III** – If the grievant is not satisfied with the disposition of the grievance at Step II, or if Step II time limits expire without the issuance of the Superintendent's decision, then the grievant and the Association may refer the grievance to the Board of Education. Upon receipt of the request, the Board of Education shall, within thirty (30) days, schedule a closed hearing on the grievance at a regular or special meeting of the Board, and shall thereafter render its decision in writing no later than five (5) days following the succeeding regularly scheduled Board meeting. Each party to the grievance shall have the right to include in its presentation a counselor if so desired.
- D. **STEP IV** - If the grievance is not resolved satisfactorily at Step III, there shall be available a fourth step of impartial binding arbitration. The association shall submit a written request to the Superintendent within twenty (20) days from the receipt of the Step III answer. The arbitrator shall be selected from the American Arbitration Association in accordance with their Voluntary Labor Arbitration Rules. If a demand for arbitration is not filed within twenty (20) days of the Step III answer, then the grievance shall be deemed withdrawn.

Neither party to the grievance will be permitted to assert grounds not previously asserted before the Superintendent. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to alter the terms of this Agreement, nor to make any award void or prohibited by law, statutory or decisional.

The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

**10.4 BYPASS**

By mutual written agreement between the parties, any step of the grievance procedure may be bypassed.

**10.5 CLASS GRIEVANCE**

Grievances involving more than one employee, more than one supervisor, or an administrator above the building level may be initially filed at Step II.

**10.6 NO REPRISALS CLAUSE**

The Board and Association agree not to take any reprisals against any person(s) for his/her participation or refusal to participate in the grievance process.

**10.7 LEGAL ACTION**

Should any member of the bargaining unit commence an action against the administrator(s), Board and/or any of its members individually or collectively on the same topic or grievance, before any State or Federal jurisdiction, charging the administrator(s), Board or any of its members with any alleged violation of the rights granted herein, said proceeding shall act as a bar to the commencement of further proceedings on that grievance until there is a resolution within the other jurisdiction.

**10.8 RELEASE TIME**

If arbitration is scheduled during a school day, release time will be provided to the Association witnesses, with the Association reimbursing the District for the hourly rate to cover the release time of each witness.

**10.9 FILING OF MATERIALS**

All records related to a grievance shall be filed separately from the personnel files of the affected Employees.

**10.10 EXPEDITED ARBITRATION**

By mutual written agreement of the Association and Employer, the Expedited Rules of the American Arbitration Association (AAA) shall be used in place of the Voluntary Labor Arbitration Rules.

### **10.11 COSTS**

The fees and expenses of the arbitrator, and all related expenses, including but not limited to a transcript, shall be borne equally by the Association and the school district. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript.

### **10.12 COURT REPORTER**

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter. If the other party wants a copy, the other party must share the cost.

### **10.13 SETTLEMENT**

By mutual agreement of the Association and the Employer, a grievance may be settled at any step with or without establishing prejudice or a precedent.

## **ARTICLE 11 LEAVES**

All vacation, sick, personal and bereavement days are accrued on a fiscal year basis, beginning July 1 and ending June 30. Employees must work at least one day of the new fiscal year to begin accruing sick, personal and bereavement days. The number of days listed on each employee's payroll stub assumes that the employee will remain employed by the District for the remainder of the current fiscal year.

### **A. Personal Business Leave Days**

Personal days are provided for the purpose of attending to matters of a pressing nature that cannot be attended to other than during the employee's normal work hours. For full-time employees, personal leave shall consist of two (2) days per year, which may be taken in either half- or full-day increments. If any of these personal leave days are not taken, the unused personal leave days will be accumulated as sick leave at the start of the next year.

Application for the use of personal leave shall be made to the immediate supervisor at least five (5) days in advance, except in case of emergency. An emergency application shall set forth the nature of the emergency and shall be submitted as soon as practicable.

Personal leave shall not be taken immediately before or after a holiday, a vacation day, winter break, spring break or the first and last five (5) student attendance days, except in cases of extreme emergency and the employee has received prior approval from the Superintendent or his/her designee. The Superintendent in his/her discretion may grant such leave in an emergency situation or for other valid reasons. The application for such leave as described in this paragraph shall be in writing and shall state the reason for the requested leave.

The Superintendent reserves the right to deny a personal leave day if a serious disruption of the program would result.

**B. Sick Leave**

Sick leave will be granted for serious illness or death in the immediate family or household. Immediate family includes: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Full-time 12-month employees are eligible for 18 sick days

Full-time employees working 9 months or more are eligible for 15 sick days

Part-time employees eligible for IMRF are eligible for 10 sick days

Part-time employees not eligible for IMRF are eligible for 5 sick days.

Unused sick leave may accumulate up to a total of 240 days.

The Board shall maintain an accounting of the employee's sick leave and shall notify the employee of such accounting at the beginning of each fiscal year.

Additional sick leave days shall not be accrued by any employee after he/she qualifies for benefits under Worker's Compensation, the Illinois Municipal Retirement Fund Disability, or is on unpaid leave.

The Board reserves the right to require such reasonable evidence as it may desire confirming the necessity for the use of sick leave by an employee after the third consecutive day of an absence, or in other circumstances suggesting improper use of sick leave benefits.

Employees requesting to be absent from work and to utilize sick leave benefits shall contact the immediate supervisor in a manner as designated by the immediate supervisor at the beginning of the school year, including but not limited to phone call, text, employee management system, or email.

The employee shall complete the required employer form/enter into the employee management system for absences on the day the employee returns to work.

If an employee must leave work, the part of the day missed shall be computed to the nearest half day.

Employees may use sick and/or personal leave days to attend the funeral of any relative included in the definition of immediate family or household.

**C. Jury Duty**

Any employee called for jury duty shall be granted the necessary time off from work without loss of pay under the condition that the employee must provide the jury summons. In systems where jury duty includes partial days or days not required to appear, employees are expected to report for work. An employee shall notify his/her supervisor at least five (5) days before pending and/or possible jury duty.

**D. Weather Leave**

Support Staff Employees working 260 days are expected to work on days deemed as snow days. In the event that the school is not accessible to vehicles and pedestrians, support staff employees working 260 days will not be subject to loss of pay.

**E. Family Medical Leave (FMLA)**

Employees who are eligible may access the provisions of the FMLA as stipulated by law.

**F. Bereavement Leave**

Full-time employees working 9 months or more per year shall be granted two non-cumulative paid days for bereavement leave in the event of the death in the immediate family. The immediate family shall be defined as parent, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and those over whom the member has legal guardianship or relatives living in the member's immediate household.

**G. Holidays**

The school district is closed on the following holidays, and employees are not expected to report for work. Employees working 260 days will have the day off without loss of pay. In cases when holidays fall on weekends or other non-scheduled work days, the administration will designate another specific day or declare a floating holiday to be taken with prior approval.

- |                     |                        |
|---------------------|------------------------|
| Independence Day    | New Year's Day         |
| Labor Day           | Martin Luther King Day |
| Columbus Day        | President's Day        |
| Veteran's Day       | Good Friday            |
| Thanksgiving Day    | Memorial Day           |
| Thanksgiving Friday |                        |
| Christmas Day       |                        |
| Christmas Eve Day   |                        |

All other employees will receive paid holidays for Thanksgiving, Christmas and New Year's Day.

**H. Vacation Days & Guidelines for Use -**

Vacation days, those days when an employee may be away from work and receive

his/her regular pay, will be granted to full-time twelve (12) month employees.

All vacations will be determined from July 1 to June 30 of each contract year ("fiscal year"). New employees in their first fiscal year of employment will accrue vacation leave at the rate of .83 days per complete month and will be eligible to take such accrued vacation prior to the next July 1. No vacation leave will be allowed before the vacation days have been earned.

For all other employees, the accrual of vacation occurs as the fiscal year progresses and is based on the number of years of continuous contract service in the District. Vacation accrual shall be as follows:

Beginning July 1 of first (1 <sup>st</sup> ) full fiscal year:	10 vacation days
Beginning July 1 of sixth (6 <sup>th</sup> ) full fiscal year:	15 vacation days
Beginning July 1 of eleventh (11 <sup>th</sup> ) full fiscal year:	20 vacation days
Beginning July 1 of sixteenth (16 <sup>th</sup> ) full fiscal year:	25 vacation days

Employees may request use of vacation days to be accrued, but not yet earned. If such a request is granted, and the employee separates from employment having taken more vacation than the employee has earned, the employee's final paycheck will be adjusted to reimburse the District for vacation time taken that was not earned as of the date of separation.

General Procedures:

- Request for vacation must be submitted in writing to the employee's supervisor. The supervisor shall make the recommendation and submit the request to the Building Principal. The Superintendent or designee shall make the final decision, based on the best interest of the school district and to continue the effective operations of service.
- Vacation selection will be done by job classification and may be done annually or twice a year. The most senior employee in the job classification will be given first selection of a one-week increment. Selection will continue with the next most senior employee until all full-week increments selected. Once full-week increments are selected, employees may submit individual days in seniority order.
- A bargaining unit member is expected to use his/her accrued vacation days in the year in which they are earned, but may carry over vacation days to the next fiscal year with the written consent of the employee's supervisor and the Chief School Business Official.
- Vacation days must be used before the end of the next fiscal year in which they are earned or they will be forfeited.

- Vacation days may be scheduled within the school year, provided the supervisor, Building Principal, and Superintendent approve.
- A day of vacation leave will not be charged should a paid holiday fall during the vacation leave.

Vacation leave shall accrue only when an employee is on the job. Vacation days shall not accrue when an employee qualifies for benefits under Worker's Compensation, IMRF Disability or is on unpaid leave.

Upon separation from the District, the employee will receive any earned, unused vacation leave in salary at the employee's regular daily rate of pay. Likewise, the employee shall reimburse the District for any vacation days that were advanced and used, but not earned at the time of separation.

#### **I. Unpaid Leave**

Unpaid leave must be requested in advance, and will be granted at the discretion of the Superintendent or Board of Education.

#### **J. Extended Unpaid Leave of Absence**

An extended unpaid leave of absence may be granted to a support staff member. At the expiration date of the leave the support staff member is expected to return to duty or submit a letter of resignation. The absence of either action will automatically result in termination of employment. The support staff member will notify the Superintendent in writing of his/her intention to resume his/her position or resignation sixty (60) calendar days prior to the termination of the leave. A leave of absence may be granted subject to approval of the Board of Education provided:

1. A written request is submitted to the Superintendent at least sixty (60) calendar days prior to the beginning date of the leave of absence.
2. The written request specifies the exact requested beginning date and ending date of the leave of absence.
3. Leave of absence will be without pay or fringe benefits unless otherwise required by law. A support staff member may retain the health insurance coverage by paying the health insurance premium during the approved leave of absence.
4. A leave of absence may be granted for reasons of: maternity, study for educational purposes, service in the legislature, military service or serious illness in the family.
5. A leave of absence (excepting military service) will be limited to all or part of one academic year. The leave cannot exceed one academic year unless approved by the Board, upon recommendation of Superintendent.



6. A leave of absence must be scheduled to provide minimum interruption to the education of the students. Seniority and paid leave benefits will not accrue while the support staff member is on an unpaid approved leave of absence. If an approved leave is for the employee's entire work year, the employee will not receive that year's negotiated salary increase.

**K. Disaster(s)**

In the event of a major disaster such as tornado, fire, flood, earthquake, etc. the affected support staff member, principal and bargaining unit representative shall meet to discuss the situation at the request of the affected support staff member.

**L. Workers' Compensation**

Employees receiving worker's compensation temporary total disability paychecks from the School District's worker's compensation insurer may retain such checks and receive payment from the School District for one-third of a day of available sick or vacation leave, less applicable deductions. Upon payment to the employee for any such leave, one-third of a day of the leave will be subtracted from the employee's corresponding accumulated leave. If no sick, vacation, personal or other paid leave is available, the employee will not receive any supplemental payment from the School District.

Absences due a workers' compensation injury shall be treated in all respects like an unpaid leave of absence unless the employee is receiving payment through the use of accrued paid leave time as described above. Employees on workers' compensation leave shall not accrue sick leave days, personal days, bereavement days, or vacation days.

**ARTICLE 12  
TRANSFERS**

**1. Definition of Vacancies**

A vacancy shall be defined as a position within the bargaining unit that the Board intends to fill, including newly created positions. A vacancy shall not exist when employees with recall rights are eligible to fill the position or when an employee is returning to a position from a leave of absence. The Board reserves the right to determine when a vacancy exists and the right to not fill positions vacated through layoff, resignation, or termination of employees.

**2. Posting of Vacancies**

If a vacancy is to be filled in a position covered by this Agreement as a result of a resignation, termination, promotion, or the creation of a new position, such vacancy shall be posted on the employee bulletin boards in all school buildings for at least five (5) business days except in cases of emergency. Vacancies may be filled on a temporary basis during the posting period and throughout the hiring process.

### **3. Voluntary Transfer**

Any employee may apply for transfer to another position/building where a vacancy occurs. Such applications shall be in writing to the Superintendent. If the Superintendent denies an employee's transfer request, the employee will be given an opportunity to meet with the Superintendent or designee to discuss the reasons for the denial of the transfer, upon the employee's request.

### **4. Involuntary Transfer**

Any employee who is involuntarily transferred will be notified as soon as practicable and will be given an opportunity to meet with the Superintendent or designee to discuss the transfer. Except where not practicable, a two (2) weeks' notice will be given to the employee if the involuntary transfer is to be permanent. If the involuntary transfer is temporary, the bargaining unit member will receive a 48-hour notice, except where not practicable, in which case the employee will be notified as soon as practicable.

## **ARTICLE 13 SALARY AND BENEFITS**

### **A. Salary**

2016-2017: 5% increase (see Article 16(E) for retroactivity requirements)

2017-2018: 3% increase. Except the increase shall be 3.5% for Employees earning \$15.50 per hour or less in 2016-17 in any of the following job classifications: Building Aides, AA-School Professional III, Learning Center Aides, and Para Professionals.

2018-2019: 2% increase.

2019-2020: CPI, with the minimum increase being 1% and the maximum increase being 3%.

The CPI figure shall be the percentage change in the Consumer Price Index for all Urban Consumers (i.e. "Tax Cap CPI") for the calendar year immediately preceding the year in which the raise is given. For example, the 2019-2020 increase shall be based off the Tax Cap CPI percentage change from January 1, 2018 to December 31, 2018.

### **B. Longevity**

Employees with fifteen (15) or more years of continuous service with the District shall receive a longevity payment divided among their regular paychecks, but the longevity payment shall not be considered part of base salary for purposes of applying the increases set forth in Article 14(A). Eligible twelve-month

employees shall receive a longevity payment of \$500 per year, and full-time school year employees shall receive a longevity payment of \$350 per year.

**C. Starting Pay Rates**

New hires may receive up to the following starting hourly rates (exceptions can be made if after reasonable efforts the Board cannot secure a qualified employee without exceeding these hourly rates.) These rates shall be increased annually by the percentage increases set forth in Article 14(A).

Building Aide	\$8.50
AA-School Professional III	\$9.25
Learning Center Aide	\$9.25
Para Professionals	\$11.34
Administrative Assistant	\$14.25
Technical Support Assistant	\$15.00
AA for Accounts Payable	\$17.50
AA for Instructional Services	\$17.50
AA for Payroll and Benefits	\$20.00
AA for Student Services	\$20.00
Health Service Coordinator	\$22.50

**D. Retirement**

**1. Eligibility for District Retirement Option**

Employees, who at the time of retirement, will be eligible to retire and receive a pension from IMRF, and who will have 18 or more years of service with District 159, and whose retirement will not require additional payment to IMRF by the Board (e.g. accelerated payment), may choose the District Retirement Option by notifying the Superintendent in writing by November 1 (thirty (30) days following the ratification of the contract by both parties for the 2017-2018 school year) of his/her intent to retire at the end of a school year. Under the District Retirement Option, Employees may declare their intent to retire up to three (3) years prior to his/her retirement. Employees who submit notice of intent to retire will be allowed to participate in the District Retirement Option provided IMRF reportable earnings have not exceeded a six (6) percent increase in any of the years used for IMRF retirement calculations.

An Employee's notification of intent to retire may only be rescinded for the following reasons:

- a. Death in the retiree's immediate family; or
- b. Other reasons of compelling emergency as determined solely by the Board, and not reviewable, said reason to be non-precedental with respect to granting or denying requested changes in retirement election.

If an Employee rescinds the intent to retire under the District Retirement Option, he/she will pay back to the District any retirement incentives paid to them above and beyond the salary increases they would have received, either by payroll deduction or payment within thirty (30) days.

**2. Benefit**

Employees who choose the District Retirement Option will not receive the salary increases or longevity payments in Articles 14(A) and 14(B). Instead, eligible Employees submitting their intent to retire up to three (3) years prior to retirement will receive a six (6) percent increase over the previous year's IMRF reportable earning for their remaining (maximum 3) years of employment.

**3. Pre-Retirement Consultation and Meeting**

Between November 1 and December 15 of every school year, the Superintendent or his/her designee, an Association representative and each Employee on the list will meet to determine whether Employees who have submitted a notice to participate in the District Retirement Option, have earned more than the maximum allowable amount as established by IMRF without penalty to the Board of Education over the previous year's reportable earnings.

**4. Other Conditions Regarding Retirement**

The parties agree that under no circumstances will the increases in reportable earnings from one year to the next for Employees who are within ten (10) years of becoming eligible for retirement, or who are eligible to retire under any IMRF Retirement Program, exceed the maximum allowable annual increase as established by IMRF without penalty to the Board of Education. The parties agree that if (whether due to promotion, increased hours, or any other reasons) the maximum allowable rate without penalty to the Board of Education is exceeded, the parties will meet and agree to restructure the Employee's assignment or compensation so that the maximum allowable rate without penalty to the Board of Education will not be exceeded. The parties acknowledge the purpose of such agreement is to avoid liability for penalties, which may result from increases in reportable earnings from one year to the next in excess of the maximum allowable rate without penalty to the Board of Education.

**5. Employee Retirement or Resignation Prior to Fulfilling Term of Commitment**

Should a employee who has initiated participation in the District Retirement Option retire or resign before the date specified in the letter of intent which initiated that participation, the Employee shall be responsible for reimbursing the District an amount ("reimbursement amount") equal to the difference between the compensation actually received by the

Employee through participation in the District Retirement Option and the amount of compensation the Employee would have received had he/she not initiated participation in the District Retirement Option. The Employee shall pay the reimbursement amount in full within 60 days of the Employee's last date of employment. Alternatively, the Employee and the Board may negotiate and agree to a different payment plan, including but not limited to a withholding schedule from payroll checks due to the Employee during the Employee's period of employment. At the initiation of participation in the District Retirement Option the Employee will be required to sign an agreement that affirms knowledge and understanding of the terms of the District Retirement Option, which includes the reimbursement clause outlined above.

#### **E. Extra Duties**

The parties agree that during the term of this Agreement, a joint Administration/Association committee shall meet to discuss the possibility of Employees performing extra duty assignments not accepted by licensed teachers. The Superintendent shall appoint the Administration members and the Association President shall appoint the Association members of the committee. The committee shall report any recommendations to the Superintendent and Association President for possible action.

#### **F. Insurance**

For any of the insurance options set forth below, no Employee may select an insurance option where the Employee share of the premium cannot be completely satisfied by payroll deductions.

The Association shall be provided the same level of representation on the District's insurance committee as provided to the Mokena Teachers' Association.

##### **1. Medical Insurance**

Beginning with the District's 2018-2019 group medical insurance plan year, eligible Employees (defined as those working on average 30 or more hours per week per the regulations and interpretations of the *Affordable Care Act*) may sign up for any of the District's group medical coverage options. The Board shall contribute the actual cost of the annual premium for the coverage selected by the Employee, or \$8,000, whichever is less. The Board's contribution limit shall increase each year by the percentage change in the Consumer Price Index for all Urban Consumers (i.e. "Tax Cap CPI") for the calendar year immediately preceding the current plan year. For example, the 2019-2020 contribution limit increase shall be based off the Tax Cap CPI percentage change from January 1, 2018 to December 31, 2018.

**2. Dental and Vision Insurance**

All Employees are eligible to participate in the District's group dental and vision insurance plans. For Employees working at least 7.5 hours per day, and at least 187 days per year, the Board shall pay the actual cost of the annual premium for the dental coverage selected by the Employee, or \$500, whichever is less.

**3. Life Insurance**

All Employees shall be eligible for group term life insurance coverage in the amount of \$10,000, with the premium paid by the Board. However, for Employees working at least 7.5 hours per day, and at least 187 days per year, the Board shall pay the actual cost of the annual premium for group term life insurance in the amount of \$20,000. Employees shall be permitted, at the employee's sole expense, to purchase additional term life coverage through the District's life insurance plan provider, subject to any restrictions imposed by the insurance plan provider.

**ARTICLE 14  
BOARD RIGHTS**

The Board retains and reserves the exclusive responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States. The exercise of the Board's statutory and constitutional powers shall be subject to the provisions of law and shall be limited only by the express terms of this Agreement.

**ARTICLE 15  
MISCELLANEOUS**

**A. Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment.

**B. Severability**

If any provision of this Agreement should be found contrary to law or unconstitutional by a court of competent jurisdiction, such provision or application will be deemed invalid but all other provisions hereof not affected by such invalidation will continue in full force and effect.

**C. Printing of Agreement**

Within thirty (30) days after the Agreement is signed by both the Board and the Association, the Board shall have a copy of this Agreement prepared and have it placed on the district website. In addition, the Board shall provide ten (10) copies of the Agreement to the Association President without charge to the Association

**D. Duration of Agreement**

This Agreement shall be in effect as of the date of its execution and shall continue in full force and effect through June 30, 2020. For Employees who were employed during the 2016-17 school year, and who remained employed on the date of execution below, those Employees shall receive a lump sum check for their 2016-17 salary increase on or before the first pay period in December 2017.

**E. Execution of Agreement**

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the Board of Education

Dated this \_\_\_\_ day of November 2017.