

NEGOTIATIONS AGREEMENT
BETWEEN THE
BOARD OF EDUCATION, SCHOOL DISTRICT #87
AND THE
IEA/NEA BERKELEY EDUCATION ASSOCIATION SUPPORT
STAFF

2020 - 2024



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ARTICLE I

RECOGNITION

The Board of Education of School District No. 87, Cook County, Illinois (hereinafter "Employer" or "Board") recognizes Berkeley Education Association Support Staff, IEA/NEA (hereinafter "Association") as the exclusive representative of all the employees with respect to wages, hours, working conditions and other conditions of employment, in the unit set forth as follows:

Regularly employed custodial, maintenance, food service workers (excluding lunchroom supervisors), teacher aides, and library aides and clerks, excluding supervisory, managerial and confidential employees including but not limited to working maintenance foremen, night supervisor/custodians, transportation coordinator and cafeteria manager.

ARTICLE II

MANAGEMENT RIGHTS

The Board retains and reserves the ultimate 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, including, but not limited to, the responsibility for and the right:

1. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, dismissal or demotion, and to assign, promote or transfer all such employees.
3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board policy or as the same may from time to time be amended.
4. To delegate work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities and assignments of employees with respect thereto.
5. To subcontract duties, work assignments or positions performed or held by members of the bargaining unit, provided, however, that the Board shall advise the Association of its decision to subcontract at least three (3) months prior to implementation. The Board agrees to meet with the Association to discuss the decision to subcontract and to negotiate the impact, if any, of its decision to subcontract bargaining unit work. Any subcontracting relationships formed by the Board shall not be interpreted to invest in such subcontractors or their employees the status of assignees of the rights of this Agreement; nor shall the same be deemed to invest in such subcontracting agencies the status of co-employer with the Board of Education.
6. To suspend the services of any number of employees such that no services shall be rendered by or required of the employees and the salary of the employees shall not accrue, become owing or due for the period or periods during which any or all of the following occur: The schools, or any of the schools, or the School District building plants are closed for causes incident to or resulting from present or prospective emergency conditions, or other causes beyond the reasonable control of the Board, such as, but without limitation, strikes, and Acts of God.

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

ARTICLE III

NON-DISCRIMINATION

1. PROHIBITION AGAINST DISCRIMINATION

Both the Association and the Employer agree to comply with all applicable Federal and State Equal Employment Opportunity laws. Neither the Association nor the Employer will discriminate against an employee(s) for constitutionally impermissible reasons.

2. ASSOCIATION AND NON-ASSOCIATION ACTIVITY

Both the Association and the Employer agree that no bargaining unit employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the *Illinois Educational Labor Relations Act*, or because of membership or non-membership in the Association.

ARTICLE IV

GRIEVANCE PROCEDURE

1. DEFINITIONS

A. GRIEVANCE

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

B. DAYS

Days as used herein shall be defined as days when the Business Office is open.

2. RIGHT TO REPRESENTATION

A. ASSISTANCE

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.

B. PRESENCE

At any level of the grievance procedure, the Association will have been given the opportunity to be present.

3. TIME LIMITS

A. Grievances may be withdrawn at any step of the grievance procedure. Failure of any employee to act on a grievance within the prescribed time limits will act as a bar to any further appeal of the grievance.

B. The time limits at any step or for any hearing may be extended by mutual agreement of the parties.

C. The Employer's failure to respond within the time limits shall automatically advance the grievance to the next step.

4. INFORMAL DISCUSSION

Before a grievance is processed formally, the aggrieved party or parties are encouraged to attempt to resolve the problem through free and informal discussion with the immediately involved supervisor. The two parties may agree to an informal discussion with the Superintendent before going to the next step.

5. INITIATING A GRIEVANCE

A. GRIEVANCE AT BUILDING LEVEL

If a problem cannot be resolved informally, the grievant shall present the grievance in writing at Step 1 of the grievance procedure.

B. GRIEVANCE AT OTHER THAN BUILDING LEVEL

If the grievance involves the act of an Administrator other than the immediate supervisor, the grievance shall initially be filed at Step 2 of the grievance procedure after the grievant has first advised the administrator involved.

6. STEP 1 - BUILDING PRINCIPAL LEVEL

If the grievance cannot be resolved informally, the grievant and/or Association shall present the grievance in writing to his/her building principal no later than twenty (20) days after the grievant knew or should have known of the occurrence of the event giving rise to the grievance. The building principal will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant, the building principal, and any requested representative(s) shall be present for the meeting. The building principal will then, within five (5) days after the meeting, provide the grievant, the Association, and the Superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

7. STEP 2 - ADMINISTRATOR LEVEL

If the grievant is not satisfied with the disposition of the grievance at Step 1, or if Step 1 time limits expire without the issuance of the building principal's memorandum, the grievant may, within ten (10) days after the Step 1 meeting, refer the grievance to the appropriate administrator, as follows: Assistant Superintendent for Facilities and Transportation (grievant is custodial or maintenance employee); Food Service Director (grievant is food service worker); Assistant Superintendent for Special Services or Assistant Superintendent for Instruction, as determined by the Administration (grievant is any other covered employee). The administrator shall, within ten (10) days conduct a meeting with the same parties being present as may be present in Step 1. Each party to the grievance shall have the right to include in its presentation a representative if so desired. Upon the conclusion of the hearing of the grievance, the administrator shall

have ten (10) days in which to provide his/her written decision to the grievant and the Association.

8. STEP 3 - ASSOCIATION/EMPLOYER MEETING

If the Association is not satisfied with the disposition of the grievance at Step 2, or if Step 2 time limits expire without the issuance of the administrator's decision, the Association, by written notice to the Employer within ten (10) days after the Step 2 answer or its due date, may refer the grievance to a meeting with the Employer. The Employer may be represented at such meeting by the Superintendent or his/her designee and/or a Board member(s), said representative(s) to be determined by the Employer. The Association/Employer meeting shall occur at a time and place mutually agreeable to the parties but in no event later than ten (10) days following the submission by the Association to Step 3. Within five (5) days following such meeting, the Association may refer the matter to the arbitration process provided in Step 4, below.

9. STEP 4 - ARBITRATION

A. BINDING ARBITRATION

If the grievance is not resolved satisfactorily at Steps 2 or 3 or the time limits expire without the issuance of the administrator's or Employer's reply, there shall be available an additional step of impartial, binding arbitration. The parties will attempt to mutually agree on the selection of an arbitrator. In the event such agreement cannot be reached, the Association may submit, in writing, a request to the American Arbitration Association within twelve (12) days from receipt of the Step 2 or 3 reply or expiration of the time limits. If the parties cannot agree on an arbitrator within seven (7) days of the request, the arbitrator shall be selected from the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules. Both parties have the right to request the arbitrator to require the presence of witnesses or the production of documents necessary to process the grievance. Each party shall bear the expenses of its own witnesses who are not employees of the Employer.

B. CONDITIONS OF ARBITRATION

Neither party to the grievance will be permitted to assert grounds not previously introduced in the grievance process. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to alter the terms of this Agreement.

C. COST OF ARBITRATION

Cost of the arbitrator shall be borne equally between the Association and the School District. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. Any additional costs shall be borne by either party incurring the cost.

D. ARBITRATION DECISION

The arbitrator's decision must be based solely and only upon his or her interpretation of the meaning of application of the express relevant language of this Agreement.

10. RELEASE TIME

Should investigation of any grievance require that an employee be released from his/her regular assignment, he/she may request to be released without loss of pay or benefits, and such request will not unreasonably be denied. Grievance meetings held outside the grievant's normal work hours will be scheduled immediately prior to or after the grievant's workday, without pay.

11. NO REPRISALS

The Board agrees not to take any reprisal against any person for his/her participation or refusal to participate in the grievance process. The Association agrees to take no reprisals against any person because of his/her participation or refusal to participate in the grievance process.

12. WITNESS AND DOCUMENTS

Unless prohibited by law, the Association may request the production of specific documents, books, papers, or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration.

ARTICLE V

ASSOCIATION RIGHTS

1. USE OF FACILITIES

The Association shall have the right to reasonable use of District facilities, including meeting rooms, inter-school mail system, employee mailboxes and bulletin boards for the conduct of Association business, provided such use does not interfere with the Employer's operations.

2. ACCESS BY ASSOCIATION REPRESENTATIVES

Association staff representatives shall have reasonable access to the Employer's premises after giving notice upon arrival to the appropriate Employer representative. Such access shall be for administration of this Agreement.

3. INFORMATION PROVIDED TO ASSOCIATION

The Employer shall provide the local Association President a copy of the Board approved minutes.

4. ASSOCIATION ACTIVITY DURING WORK HOURS

Employees shall, after giving appropriate notice to their supervisor(s), be allowed time off with pay during work hours to attend grievance hearings if such employees are required to attend such meetings by virtue of being stewards, witnesses or grievants. Nothing in this Section shall require the grievance hearings to be scheduled during employee work hours, however.

5. ASSOCIATION LEAVE

The Association shall be granted nine (9) days of release time annually for the President or his/her designee to attend Association meetings and/or State conventions, provided such leave is requested in writing to the Superintendent at least two (2) weeks prior to the requested leave date(s). Such leave shall be granted unless it substantially interferes with the operational needs of the District. The Association shall reimburse the Board in a timely manner for the cost of any substitutes or overtime pay required as a result of this leave.

ARTICLE VI

LABOR-MANAGEMENT COMMITTEE

For purposes of maintaining communication between the Association and the Employer in order to discuss issues of mutual concern, the parties shall form a Labor-Management Committee, which shall meet at mutually agreed upon dates, times and places. Each party shall prepare and submit to the other an agenda at least one (1) week prior to a scheduled meeting.

ARTICLE VII

WORKING CONDITIONS

1. NORMAL WORK HOURS

Normal work hours shall not exceed forty (40) hours per week nor eight (8) hours per day (excluding meal period), except as otherwise provided in this Agreement. Current work schedules shall remain in effect unless changed in accordance with the Agreement, provided that the work schedule for second (2nd) shift elementary custodians may be changed to accommodate the building lunch program.

2. NORMAL WORK WEEK

- A. For food service employees, teacher aides, library aides and library clerks the work week shall consist of five (5) consecutive days, Monday through Friday.
- B. Except when the Employer has implemented a non-precedential summer recess work schedule, for custodial, maintenance and utility employees the work week shall consist of five (5) consecutive days during the period of Monday through Friday. Such employees may be required to work on Saturday and/or Sunday as part of the work week when the District is engaged in special projects.
- C. Any employee may be required to work on a Sunday as part of the work week in cases of emergency.

3. WORK SCHEDULE

The Employer will annually notify all covered employees of their scheduled work year and hourly rate of pay. The Employer will annually notify the Association of the work schedule for each category of employee. Notwithstanding the foregoing, the Employer may, at its discretion, implement a non-precedential summer recess work schedule for one or more employee categories. The Employer will notify the Association and affected employees of any summer work schedule.

4. MEAL PERIODS AND BREAKS

- A. Employees working in excess of five (5) clock hours per day shall be entitled to a thirty (30) minute unpaid meal period, scheduled by the immediate supervisor. Such meal period shall be scheduled at approximately the midpoint of the employee's shift whenever possible. Employees working the night shift shall be entitled to a paid meal period

as per current practice. Cooks who work through their lunch period shall be paid at their regular rate for the lunch period worked.

- B. Each employee shall be entitled to a fifteen (15) minute break, to be scheduled by the immediate supervisor, during every four (4) hours worked.

5. OVERTIME

For purposes of this Section, "immediate supervisor" means the Assistant Superintendent for Facilities and Transportation, for custodial and maintenance workers; the Food Service Director for food service workers; and, the Superintendent or his/her designee for all other covered employees.

- A. Except as set forth in sub-section B., below, employees working assigned, approved time in excess of forty (40) hours per week or eight (8) hours per day shall be given either overtime pay or may request compensation time at the rate of one and one-half times the employee's regular rate of pay. The employee, with the approval of the immediate supervisor, may elect to take either overtime pay or compensatory time off. Paid holidays, approved sick leave, personal business days, or vacation days shall be included as regular time for purposes of computing overtime.
- B. During any summer work schedule other than a 5-day per week, 8-hour per day work schedule, no overtime or compensatory time off will be provided to employees working assigned, approved time in excess of eight (8) hours per day, and paid holidays, approved sick leave, personal business days, or vacation days shall not be included as regular time for purposes of computing overtime or compensatory time off.
- C. In the event overtime is required, the immediate supervisor shall solicit volunteers from the facility where the overtime work will be performed to fill the overtime positions. In the event no such volunteers are available or the volunteers available are unqualified in the opinion of the immediate supervisor, volunteers will be solicited based on seniority and on a District-wide basis. In the event no such volunteers are available or the volunteers available are unqualified in the opinion of the immediate supervisor, overtime may be assigned. Overtime assignments will be made on a rotational basis at each work site to employees who normally do the work assigned. Reasonable advance notice will be given to employees assigned overtime.
- D. Only forty (40) hours of compensatory time can be earned in a fiscal year. Use of compensatory time must be approved by the employee's immediate supervisor. Compensatory time earned must be used during the fiscal year in which it is earned or cashed in for pay at the pay rate in

effect for the employee at the time the compensatory time was earned. Employees who have accumulated more than forty (40) hours of compensatory time at the time of execution of this Agreement shall retain all such accumulated time, provided, however, that such employees shall not be allowed to use more than forty (40) hours in any fiscal year.

- E. All overtime hours worked must be submitted on a time sheet to the Business Office in accordance with Business Office procedures for processing payroll. Request for use of compensatory time off shall be submitted in writing to the immediate supervisor in accordance with Business Office procedures for processing payroll.
- F. In the event an employee's regular permanent assignment requires the performance of duties in more than one (1) job classification, the overtime pay rate to be used to calculate compensation for the employee for the overtime work shall be the rate of the classification which caused the employee to work such overtime hours.

6. JOB DESCRIPTION

Job descriptions providing minimum required skills and duties shall be developed by the Employer and shall be made available to the Association upon request. The Employer will notify the Association when changes to an employee's job description are made.

7. CALL-BACK PAY

An employee called back to work outside his/her regularly scheduled shift or on his/her scheduled day off shall be paid a minimum of three (3) hours at the employee's regular rate of pay. The three (3) hour time period shall be inclusive of travel time. An employee called back to work may be required to work for the entire three-hour period.

ARTICLE VIII

DISCIPLINE

1. The Board of Education agrees with the tenets of progressive and corrective discipline, including, but not limited to, oral reprimand, written reprimand, suspension with or without pay, and discharge. The degree of penalty to be administered by the Board in a particular case shall be progressive and based upon the seriousness of the offense. The Board reserves the right to skip any particular step of the progressive/corrective discipline alternatives and choose the appropriate action, when it is determined that an employee has engaged in gross misconduct (e.g. criminal activity, sexual misconduct, illegal substance abuse, alcohol use while on duty, theft, fraud, etc.).

Employees shall be classified as probationary until they have been employed for two (2) calendar years. Probationary employees shall serve at the will of the Board and the provisions of Section 3 of this Article shall not apply to such employees.

2. An employee shall be entitled to have a representative of his/her choice present when required to appear before the Board or Administration concerning any matter which the employee believes could result in disciplinary action.

3. The Board shall not suspend or discharge an employee without just cause.

4. In no event shall probationary employees be evaluated less than once per year, and in no event shall non-probationary employees be evaluated less than once every other year. The evaluator and employee shall have an evaluation conference at which time the evaluator will review his/her observation and evaluation with the employee. The employee shall sign and date the evaluation verifying the conference and receipt of the evaluation. The employee's signature does not necessarily indicate agreement with the content of the evaluation.

If the employee believes his/her evaluation is incomplete, inaccurate or unjust, he/she may write a response and have it attached to the evaluation, which is to be placed in his/her personnel file.

ARTICLE IX

HOLIDAYS AND VACATION

1. HOLIDAYS

- A. All employees shall have time off, with full salary, on the following holidays, or the day designated as such, if school is not in session because of the School District's observance of the holiday:

New Year's Eve (12-month employees)
New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday/Presidents' Day
Pulaski Day
Memorial Day
Independence Day (12-month employees)
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day and the Day after
Christmas Eve
Christmas Day

Provided, however, that in order to be paid for said holiday(s), an employee must work both the workday immediately before and after said holiday(s) unless the employee is on paid leave status.

- B. Whenever possible, employees required to work on a holiday shall be given reasonable advance notice.
- C. When a holiday falls on a day already approved as an employee's vacation day, the employee shall retain the vacation day for later use.
- D. Employees required to work on Sunday, or a holiday shall be paid two (2) times their regular rate of pay for hours worked, in addition to the regular day's pay.

2. VACATION

- A. Full-time employees on a twelve (12) month basis shall begin to earn paid vacation days as of the first day of the month following their date of hire ("days" means the number of hours in the normal full workday for the employee's job classification). For probationary employees, vacation time shall be earned at the rate of 1/12 of the applicable annual amount for each completed month of service and accumulate during the fiscal year

according to the schedule set forth below. Non-probationary employees shall earn one-half (1/2) of their vacation days on July 1 and one-half (1/2) of their vacation days on January 1 of each school year according to the schedule set forth below:

YEARS OF EMPLOYMENT	VACATION DAYS EARNED EACH YEAR
0-1	5
2-5	10
6-10	15
11 +	20

New employees hired on or after July 1, but on or before October 31 of each fiscal year will be credited with a full year of employment for purposes of vacation accumulation. No vacation time shall be earned during a month in which an employee is on unpaid leave.

- B. Upon separation from employment, employees shall be paid for any earned but unused vacation days.

- C. Each year in March the Administration shall circulate a vacation request schedule to allow employees to sign-up for desired vacation periods. Subject to the approval of the immediate supervisor (as defined in Article VIII, Section 5), employees requesting their vacation on the March schedule shall be given priority for the requested vacation period, providing, however, that in the event of conflicts in vacation scheduling, preference shall not be given to the same employee in two (2) consecutive years.

Unless otherwise approved by the immediate supervisor, an employee(s) electing not to schedule vacations on the March schedule shall notify his/her immediate supervisor in writing at least two (2) weeks prior to the day vacation is to begin. Approval or denial of a vacation request shall be at the discretion of the immediate supervisor and shall not be precedential regarding any other such request. In the event of conflicts in vacation scheduling, preference shall not be given to the same employee in two (2) consecutive years.

Vacations may be scheduled in 1/2 - day increments with seventy-two (72) hours advance notice to, and approval by, the immediate supervisor.

Vacation requests shall be approved in a timely fashion.

- D. An employee may allow a maximum of ten (10) vacation days to accumulate in addition to the days earned during one (1) fiscal year, provided, however, that any vacation days so accumulated must be used

in the year following the year said accumulated days were earned. Employees desiring to use accumulated vacation days shall request in writing permission to use said accumulated vacation days no later than July 1 of the carry-over year. Said request shall be on a form provided by the Employer and shall be given to the immediate supervisor. However, if employees are unable to use said accumulated days due to the inability of the Employer to approve said vacation, the employee shall be compensated for said days at his/her regular rate of pay in effect at the time the days were earned, otherwise the employee shall lose use of said accumulated vacation days.

- E. Employees desiring vacation paychecks prior to a regular payday shall submit a request for the same at least twenty (20) workdays prior to the date the employee requests to receive such check.

ARTICLE XI

LEAVES

1. SICK LEAVE

A. Each employee shall be entitled to sick leave annually as follows:

1. Full-time, twelve (12) month employees shall be entitled to fourteen (14) days annually.
2. Full-time, ten (10) month employees shall be entitled to
 - 1-4 years 10 days
 - 5-6 years 11 days
 - 7 + years 12 days
3. Part-time employees shall be entitled to sick leave on the appropriate schedule above, prorated to full-time equivalency.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or illness or death in the immediate family or household, or birth, adoption or placement for adoption. For purposes of this Section, immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

B. Sick leave shall be earned at the rate of one (1) day per month (1 1/6 days per month for 12-month employees) of employment. Sick leave may be used in one-half (1/2) day increments. Unused sick leave for ten (10) month employees shall accumulate to a maximum of two hundred (200) days. Unused sick leave for twelve (12) month employees shall accumulate to a maximum of two hundred forty (240) days.

Each employee shall receive an annual accounting of accumulated sick leave.

C. Each employee shall, as a condition to the granting of such leave, notify his/her immediate supervisor of the need to take sick leave. The Board may, through the Superintendent or his/her designee, require of an employee written notice of the need for sick leave and may reasonably request a medical certificate to determine fitness to take such leave or to return to work, all as permitted by law. In the event the Board requires medical certification from the employee's health care provider as the basis for sick leave pay for absences of less than three (3) days, the Board shall

pay the expenses incurred in obtaining said certification.

- D. The amount of accumulated sick leave earned by an employee shall not be affected by an employee's decision to take an approved leave of absence, provided, however, that sick leave shall not accrue during the term of such leave of absence.
- E. To encourage attendance, the Board shall pay to the eligible employees an attendance bonus as described below. The bonus will be payable on or before July 1st of each year of this Agreement as follows:

Non-12-month Employees

ABSENCES	BONUS
0 Days absent within a trimester	\$100 per trimester
1 Day or fewer within a school year	\$75, plus \$100 for each trimester, if any, in which there are no absences
More than 1 but no more than 2 days within the full year	\$50, plus \$100 for each trimester, if any, in which there are no absences

12-month Employees

ABSENCES	BONUS
0 Days absent within each 4-month period	\$100 per 4-month period
1 Day or fewer within the full year	\$75, plus \$100 for each 4-month period, if any, in which there are no absences
More than 1 but no more than 2 days within the full year	\$50, plus \$100 for each 4-month period, if any, in which there are no absences

2. PERSONAL LEAVE

- A. Each employee shall be entitled to personal leave annually as follows:
 - 1. Full-time, twelve (12) month employees shall be entitled to two (2) days annually.
 - 2. Full-time, ten (10) month employees shall be entitled to one (1) day annually. After four (4) years of full-time employment, full-time ten (10) month employees shall be entitled to two (2) days annually.
 - 3. Part-time employees shall be entitled to such leave on the appropriate schedule above, prorated to full-time equivalency.

4. First year employees shall accumulate personal leave at the rate of one-half (1/2) day for each three (3) months of employment.
- B. Personal leave shall be used for personal business which cannot be conducted outside regular work hours. Consideration shall be given for personal leave for such reasons as court summons, funerals, weddings, college graduations in the immediate family, or other compelling absences not due to illness over which the employee has little or no control.
- C. Unused personal leave shall accumulate as sick days.
- D. Normally, personal leave will not be granted on days before or following vacation or during the first ten (10) or last ten (10) days of the school term.
- E. Personal leave will be granted at the discretion of the immediate supervisor upon written application for such leave by the employee on a copy of the form attached to this Agreement as Appendix "A". Employees DO NOT need to clarify the use of the Personal Leave on the District's form in the "Other" category. Request for such leave will not unreasonably be denied. Such application shall be made at least four (4) workdays prior to such leave, provided that in extraordinary circumstances the immediate supervisor may approve such application at a later time, in which case the written application shall follow a verbal request and approval.

3. BEREAVEMENT LEAVE

- A. Each employee shall be entitled to three (3) days bereavement leave annually due to death in the immediate family, upon presentation of an obituary or other suitable proof of the deceased's relationship to the employee. If such proof is not presented, the first three days so used will be deducted from accumulated sick leave. Sick leave may also be used for a death in the immediate family, and shall be deducted from accumulated sick leave. If no sick leave is available, approved bereavement leave for a death in the immediate family that would otherwise be deducted from accumulated sick leave shall be without pay. As used herein, "immediate family" shall mean parents, spouse, children, brothers, sisters, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, and legal guardians.
- B. Whenever possible employees shall provide forty-eight (48) hours written notice of the need for such leave to the immediate supervisor. Such leave may be approved upon less than forty-eight (48) hours notice at the discretion of the immediate supervisor.

4. JURY DUTY

An employee shall experience no loss in salary because of jury duty or compliance with a subpoena issued by a legislative, judicial, or administrative tribunal except that the Board may make a deduction equal to the per diem pay received by the employee for such jury duty or subpoena compliance on days when he/she would otherwise have been at work.

5. VOTING TIME

The employer shall comply with all applicable laws regarding release of an employee for purposes of casting his/her ballot in primary and general elections.

6. GENERAL UNPAID LEAVES

Special leaves of absence without pay for up to one (1) year may be approved and granted at the discretion of the Board. Any such leaves granted shall be of no precedential force or effect. Leaves of more than one (1) year may be granted at the discretion of the Board. Such leaves will not unreasonably be denied. Upon return from the leave, the employee shall be granted a position for which he/she is qualified.

7. MILITARY LEAVES

The employer shall comply with all applicable laws regarding employee requests for leave of absence for purposes of completing military service.

8. CHILD-REARING LEAVE

The Board shall provide upon written request of any employee who has completed three (3) full years of continuous service a child rearing leave not to exceed one (1) year from the date such leave is granted. The employee on such leave shall not accrue any employment benefits. Such leave shall be without pay, but the employee may elect to continue participation in the District's hospitalization insurance program at his/her own expense, payable quarterly, in advance, and further provided that such continuation is approved by the carrier.

The written terms and conditions of a child rearing leave will include not only the beginning and termination dates thereof, but shall also specify the date by which the employee is to notify the Board of his/her intention to return to his/her duties.

Upon return from the leave, the employee shall be granted a position for which he/she is qualified, subject to the provisions of Article XIII of this Agreement.

Nothing in this clause shall be construed to prohibit a pregnant employee from working until such time as she is unable to continue her regular and customary duties, then during such disability, utilizing her accumulated sick leave, if any, and then

returning to work when she is no longer disabled, all in lieu of such child rearing leave provisions. The employee's ability to perform her usual and customary duties shall be acknowledged to the Superintendent, in writing, by the attending physician.

9. ABSENCE DUE TO ON-THE-JOB INJURIES

An employee who is eligible to receive Illinois Worker's Compensation temporary disability benefits for a period of absence from employment may elect whether to take sick leave benefits or Worker's Compensation benefits during the period of disability. If the employee elects to take paid sick leave during the period of disability, said employee shall turn over to the District the amount of Worker's Compensation benefits received and shall have a one-third (1/3) day deduction made from his/her available sick leave for each day of absence hereunder. If the employee elects to take the Worker's Compensation benefits during the period of disability, the said employee shall not have any reduction of sick leave credit accrued. An employee who has exhausted his or her sick leave accumulation shall not receive a salary and shall not be required to turn over to the School District any Worker's Compensation benefits which he or she receives. Any Employee on such leave shall continue to accrue employment benefits during said leave.

10. DISABILITY LEAVE

In the event any employee has utilized all sick leave benefits and requests an unpaid leave of absence for personal health reasons, such leave may be granted for a maximum of one (1) year following the exhaustion of all sick leave benefits. If, at the conclusion of such leave, the employee is unable to return to work, the employee shall conclusively be determined to be totally and permanently disabled and his/her employment shall cease. In such a case, the employer shall cooperate with the employee to secure Illinois Municipal Retirement Fund disability benefits to which the employee may be entitled.

11. FAMILY AND MEDICAL LEAVE ACT

Employees who have been employed by the Board for at least twelve (12) months shall be eligible for medical and/or family leave in accordance with the provisions of the federal *Family and Medical Leave Act of 1993*. Such leave shall be unpaid unless accumulated sick or personal leave is available to an employee. An eligible employee is entitled to leave of up to twelve (12) work weeks, or such other period of time designated in U.S. Department of Labor regulations, during a twelve (12) month period for the following purposes:

- A. The birth of a child and to care for the newborn child, provided the leave is taken no later than twelve (12) months after the birth of the child;
- B. The placement of a child for adoption or foster care, provided the leave is taken no later than twelve (12) months after the placement of the child;

- C. The care of the employee's spouse, child or parent with a serious health condition; or
- D. The treatment of a serious health condition that makes the employee unable to perform the functions of the job.
- E. Military family leave, which may be a military caregiver leave or a qualifying exigency leave.

An eligible employee's use of unpaid leave under another section of this Agreement for one of the purposes set forth above shall also be considered as an FMLA leave under this Section, and shall be counted against the foregoing twelve (12) week period.

The employee shall provide thirty (30) days notice to the Superintendent, or his/her designee, before a foreseeable FMLA leave is to begin based upon the expected treatment. If thirty (30) days notice is not practicable due to lack of knowledge, a change in circumstances, or medical emergency, notice shall be given as soon as practicable. If the request is for an intermittent leave or leave on a reduced schedule basis, the employee shall also advise the Superintendent, or his/her designee, of the reasons why the leave schedule is necessary, and of the schedule for treatment.

During an FMLA leave, the District will continue to provide insurance benefits for an employee on the same terms and conditions as the insurance benefits would have been provided if the employee had continued in employment continuously for the duration of the leave. In addition, an employee who applies for an FMLA leave will be given a copy of the formula used to calculate how his/her salary may be prorated or otherwise affected as a result of the leave.

In the event the Family Medical Leave Act is repealed, then this section shall, as of the date of repeal, no longer be in force and effect.

12. TREATMENT OF BENEFITS DURING LEAVES

Employees granted leaves of absence will not lose accrued employment benefits upon return from the leave. Employees on unpaid leave of absence do not accrue employment benefits during such leave.

ARTICLE XI

VACANCIES, TRANSFERS AND PROMOTIONS

1. The Administration shall post notice of all vacancies in bargaining unit positions or promotional positions for at least five (5) working days in the teacher workroom at every school building as they become available. Employees absent during the posting period may receive copy of such notice by leaving a self-addressed stamped envelope with the Superintendent's Office. No position shall be filled, except on an emergency or temporary basis, for a minimum of five (5) workdays following the posting. The posting shall state the position, the pay rate, the work location, the work assignment and the job qualifications. Any bargaining unit or laid-off employee may apply for a position.
2. An employee requesting a transfer to a vacant position, shall file such request in writing with the administrator specified in the vacancy posting, or the Superintendent if no other administrator is specified, who shall schedule an interview with the employee. Vacancies in bargaining unit positions will be offered to the most senior employee, provided, however, no other applicant has superior qualifications. Employees shall receive written reasons for the denial of their transfer request.
3. Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed ninety (90) days. In the event a temporary position exceeds ninety (90) days, it shall become a regular bargaining unit position subject to the terms and conditions of this Agreement. If the District determines that the position will be continued beyond the current school year, it will be posted in accordance with the provisions of Section 1 above.
4. Prior to the end of the school year the District shall post a listing of all summer jobs. Any bargaining unit employee may apply for a summer job, provided that she/he possesses the minimum qualifications for the job. The jobs shall be filled in accordance with Section 2 of this Article.

ARTICLE XII

REDUCTION-IN-FORCE

1. CLASSIFICATIONS WITHIN BARGAINING UNIT

For purposes of this Agreement, each bargaining unit employee shall earn seniority rights within one of the following classifications:

- A. Custodians
- B. Maintenance
- C. Special Education Aides
- D. Instructional Aides
- E. Library Aides
- F. Cafeteria Workers
- G. Bilingual Aides
- H. Library Clerks

2. SENIORITY LIST

Annually, no later than February 1, the Superintendent or designee shall prepare and post a seniority list. A copy of the list will be provided to the Association. A bargaining unit member's seniority shall be his or her total length of service in the employment of the Board in his or her current bargaining unit position, provided, however, that a bargaining unit member must have worked a minimum of 120 days in his or her bargaining unit position in a given work year in order to receive seniority credit for such year.

3. REDUCTION PROCEDURES

If a bargaining unit member(s) is/are removed or dismissed or the hours he or she works are reduced as a result of a decision by the Board to decrease the number of bargaining unit employees or to discontinue a particular type of bargaining unit service, written notice shall be given to the employee(s) by certified mail at least thirty (30) days before the employee is removed or dismissed or the hours he or she works are reduced, together with a statement of honorable dismissal and the reasons therefore if applicable. However, if a reduction in hours is due to an unforeseen reduction in the student population, then the written notice must be mailed and given to the employee at least 5 days before the hours are reduced.

The employee(s) with the shorter length of seniority within his/her respective classification (as defined in subparagraph 1 above) shall be dismissed first, provided, however, that for purposes of this provision an employee's seniority rights shall be those earned in the above classification at the time of the reduction-in-force, except for custodians and maintenance employees, whose seniority shall be calculated as length

of service in the employment of the District at the time of the reduction-in-force. Ties in seniority shall be broken by lot.

4. RECALL RIGHTS

If the Board has any vacancies for the following school term, or within one (1) calendar year from the beginning of the following school term, the position thereby becoming available within the specific classification (as provided in Section 1 above) shall be offered to the employee(s) so removed or dismissed from that classification, or any other classification, so long as they are qualified to hold such position.

Notice of recall shall be sent by certified mail to the employee's last known address as listed in the Business Office. Failure of the employee to accept the available position within five (5) calendar days from receipt of the recall notice shall extinguish all recall, seniority and employment rights of said employee.

ARTICLE XIII

OUT-OF-TITLE-WORK

1. TEMPORARY ASSIGNMENT

The Employer may, within the provisions of this Article, temporarily assign an employee to perform the duties of another position/classification. The Employer will attempt to assign temporary assignments to the employees in the next lower classification in the series in which the temporary assignment occurs and to equitably distribute such assignments on a rotating basis giving consideration to seniority and the operating needs of the District.

2. PAYMENT

An employee temporarily assigned to a bargaining unit position/classification in an equal or lower pay rate than his/her permanent position/classification shall be paid his/her permanent position/classification rate. If the employee is temporarily assigned to a bargaining position/classification having a higher pay rate than his/her permanent position/classification, the employee shall be paid at the higher pay rate. The Employer shall pay the employee the higher rate for the duration of such assignment.

ARTICLE XIV

PERSONNEL FILE

- 1.** Each employee shall have the right, upon request in writing, to review the contents of his/her personnel file and to place therein written reaction to any of its contents.
- 2.** The employee shall also be notified in writing of any item of a disciplinary nature to be placed within the personnel file and shall also be provided with a copy of such item. The employee will, upon the Administration's request, sign a copy of the material, acknowledging receipt, not necessarily agreement with the contents therein.
- 3.** The employee shall have those rights as permitted by law with regard to the contents, additions and deletions from the file.
- 4.** The employee shall have the right to have a representative of the Association accompany him/her in such review.

ARTICLE XV

EMPLOYEE DEVELOPMENT AND TRAINING

1. Employee training required by the Employer shall, whenever possible, be conducted during regular work hours. The employee shall be reimbursed for necessary expenses he/she is required to incur. Employees required to attend training sessions beyond regular work hours may elect compensation pursuant to Article VII, Section 4 ("Overtime") for hours spent beyond the regular work day or, alternatively, may elect compensatory time off, provided such time off is arranged with the approval of the immediate supervisor.

2. TUITION REIMBURSEMENT

- A. Full-time employees required to take educational course work by the Superintendent shall receive reimbursement for full tuition costs incurred.
- B. The provisions of this section shall apply to courses enrolled in and taken after the effective date of this Agreement. Full-time non-probationary employees securing the Superintendent's advanced written approval for educational course work shall be entitled to receive reimbursement for actual tuition costs incurred as set forth in this section. "Educational course work" shall be defined as course work related directly to the employee's assignment as determined by the Superintendent.

The Board shall establish a fund for each school year of this Agreement, not to exceed \$18,000, for purposes of providing for tuition reimbursement as set forth in this section. Unused funds shall not accumulate.

An eligible employee requesting such reimbursement must complete the course work with a final grade of "B" or better (or, a grade of "Pass" or its equivalent, if the course is provided on a "Pass/Fail" or similar basis). Claims for reimbursement must be submitted by October 1 of each year of this Agreement. Eligible employees must submit an official transcript documenting receipt of credit as approved or specified above and original copies of receipts documenting their tuition payment by November 1 of each year of this Agreement. Failure to submit such documents shall negate any future claims for tuition reimbursement for said courses. An otherwise eligible employee must be employed full-time in the District at the time a request for reimbursement and the required documents are submitted and must remain employed with the District for the subsequent school year.

Reimbursement shall not exceed the maximum tuition rate per credit charged by any State of Illinois institution of higher learning within Cook or

DuPage Counties. In no event shall reimbursement be made for course work that is repeated.

Should the amount requested in total by members of the bargaining unit exceed the annual amount established for all such claims, the annual amount shall be prorated based upon the amount submitted by October 1 of each year of this Agreement; requests submitted within sixty (60) calendar days after the October 1 date shall not be honored during the balance of that year, and will be held for reimbursement during the initial submission/reimbursement period of the following school year as provided herein.

Eligible employees who have received a leave of absence approved by the Board shall be ineligible for tuition reimbursement until such time as they return to full-time work; and then, their reimbursement shall be governed by the provision in effect for all courses taken during their last year of full-time work plus the time of their leave of absence, provided all other conditions of this section and the leave of absence are met.

If an employee voluntarily resigns (excluding a resignation in lieu of non-renewal) from the District prior to the end of the third school year after receipt of tuition reimbursement hereunder ("separates from service"), the employee shall freely, knowingly, and voluntarily give express written consent at the time the withholding is made for the District to deduct the amount of such reimbursement from his/her final compensation, or the teacher shall repay to the School District no later than thirty (30) days from the date of separation from service, as follows:

1. If the employee separates from service within one (1) school year (not including leaves of absence) after receipt of such reimbursement, repayment of all (100%) of such reimbursement.
2. If the employee separates from service within two (2) school years (not including leaves of absence) after receipt of such reimbursement, repayment of two-thirds (67 2/3%) of such reimbursement.
3. If the employee separates from service within three (3) school years (not including leaves of absence) after receipt of such reimbursement, repayment of one-third (33 1/3%) of such reimbursement.

3. New orientation is critical. Whether they be experienced or inexperienced employees, orientation to unique conditions should be provided. Therefore new employees to School District No. 87 shall be required to report up to a maximum of two (2) unpaid work days before their first scheduled day of paid employment for the purposes of orientation to District expectations and standards, review of District benefits and completion of enrollment forms for life and hospitalization insurance and the state

retirement program. Should the Superintendent wish to include volunteer experienced employees as part of the orientation, said volunteers shall be compensated at their usual hourly rate.

ARTICLE XVI

HEALTH, SAFETY AND UNIFORMS

1. The Employer shall comply with all applicable and lawful rules and regulations concerning the safety of the work place.
2. Recognizing the need to provide a safe work place, the parties agree to establish a joint Safety and Health Committee, which shall meet regularly and promptly for the purposes of identifying and recommending correction of unsafe or unhealthy working conditions.
3. The Employer shall furnish tools and equipment which Employer believes are required to perform duties of each position. Employees are responsible for all tools and equipment provided and shall replace any tools lost, stolen, misplaced or broken through the employee's negligence. Employees shall report any unsafe conditions or work practice to the immediate supervisor.
4. If employees are required to wear a uniform at work, the employer shall provide three (3) new uniforms per year. The employee shall care for such uniforms. If required to wear the same, the Employer shall reimburse cooks up to a maximum of \$100 per fiscal year for one (1) pair of shoes that meets all federal, State, local and District safety standards, upon substantiation of the purchase of the shoes that is satisfactory to the District, and shall provide cooks two (2) pairs of pants per fiscal year. After an employee has completed four (4) years of service they shall have the option of electing to receive an Employer-selected jacket in lieu of a new uniform for that year. If employees are regularly scheduled to work out of doors in the winter months, the Employer shall provide either an insulated jacket or coverall. Such property shall remain in the ownership of the Employer.
5. Current practice regarding uniform allowance and laundering shall be maintained for those employees currently provided with the same.

ARTICLE XVII

EFFECT OF AGREEMENT

The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

Accordingly, the Board and the Association hereby understand and agree that:

- A. This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours, and terms and conditions of employment for employees covered by this Agreement.
- B. This Agreement may not be supplemented or amended during its term except by the written, mutual agreement of the Board and Association.
- C. The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter (except as otherwise specifically provided herein) even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- D. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional, illegal, void or otherwise unenforceable, all other provisions shall remain in full force and effect for the duration of this Agreement.
- E. No item agreed to shall be deemed capable of renegotiation to be effective during the term of this Agreement, unless mutually agreed to in writing by the parties.

ARTICLE XVIII

EQUAL RESPONSIBILITY

The Association acknowledges that the terms contained in this Agreement are the result of full, frank and arms-length negotiations between the parties. Accordingly, the Association assumes equal responsibility for the inclusion of each and every provision in this Agreement.

ARTICLE XIX

NO STRIKES AND EMPLOYEE CONDUCT

During the term of this Agreement, the Association, any employees on behalf of the Association, or any employee acting on his own shall not engage in or any way encourage, sanction, or condone any strike, slow-down, or concerted stoppage of work or any other disruption or interference with the operation of the schools in School District 87.

ARTICLE XX

WAGES AND OTHER ECONOMIC PROVISIONS

1. PAYMENT OF SALARY

Beginning in September of each school year, salaries for ten-month employees shall be payable annually in twenty-four (24) equal installments on the 15th and the last day of each month, except as provided by state statute. Each year, up to eight (8) ten-month employees may elect to receive their July and August paychecks with the June 30th paycheck. Applications shall be submitted to the Business Office on or before May 1 of each school year. If more than eight (8) employees apply in any year, the eligible employees shall be determined by seniority.

Beginning in July of each school year, salaries for twelve (12) month employees shall be payable annually in twenty-four (24) equal installments on the 15th and the last day of each month, except as provided by state statute.

2. INITIAL SALARY PLACEMENT SCHEDULES AND SALARY

A. INITIAL SALARY PLACEMENT SCHEDULES

1. TEACHER, LIBRARY AIDES, AND CLERKS

Initial Pay Rate	2020-21	2021-22	2022-23	2023-24
1	14.53	15.68	16.88	18.08
2	14.81	16.00	17.18	18.42
3	15.12	16.28	17.51	18.73
4	15.44	16.60	17.80	19.07

2. CAFETERIA HEAD COOKS

Initial Pay Rate	2020-21	2021-22	2022-23	2023-24
1	15.28	16.43	17.63	18.83
2	15.58	16.77	17.95	19.19
3	15.91	17.08	18.30	19.52
4	16.25	17.42	18.62	19.88

3. CAFETERIA ASSISTANT COOKS

Initial Pay Rate	2020-21	2021-22	2022-23	2023-24
1	14.53	15.68	16.88	18.08
2	14.81	16.00	17.18	18.42

3	15.12	16.28	17.51	18.73
4	15.44	16.60	17.80	19.07

4. CUSTODIANS

Initial Pay Rate	2020-21	2021-22	2022-23	2023-24
1	16.85	18.00	19.20	20.40
2	17.20	18.39	19.57	20.81
3	17.58	18.75	19.97	21.19
4	17.97	19.14	20.34	21.60

5. MAINTENANCE

Initial Pay Rate	2020-21	2021-22	2022-23	2023-24
1	21.25	22.40	23.60	24.80
2	21.73	22.92	24.10	25.34
3	22.25	23.41	24.64	25.85
4	22.78	23.95	25.14	26.41

- B. Upon hire, an employee's pay rate will be determined by his/her placement on the appropriate initial salary placement schedule.

For the 2020-2021 school year, employees hired between July 1 and October 31, 2019 shall receive a \$1.00 per hour increase on their base wage plus a 3% increase over their 2019-2020 base pay rate; employees hired between November 1, 2019 and June 30, 2020 shall receive the 2020- 2021 base pay rate for the level at which they were placed upon hire. For the 2021-2022 school year, employees hired between July 1 and October 31, 2020 shall receive a \$1.00 per hour increase on their base wage plus a 3% percent increase over their 2020-2021 base pay rate; employees hired between November 1, 2020 and June 30, 2021 shall receive the 2021-2022 base pay rate for the level at which they were placed upon hire. For the 2022-2023 school year, employees hired between July 1 and October 31, 2021 shall receive a \$1.00 per hour increase on their base wage plus a 3% percent increase over their 2021-2022 base pay rate; employees hired between November 1, 2021 and June 30, 2022 shall receive the 2022-2023 base pay rate for the level at which they were placed upon hire. For the 2023-2024 school year, employees hired between July 1 and October 31, 2022 shall receive a \$1.00 per hour increase on their base wage plus a 3% percent increase over their 2022-2023 base pay rate; employees hired between November 1, 2022 and June 30, 2023 shall receive the 2023-2024 base pay rate for the level at which they were placed upon hire.

All other employees shall receive an increase of a \$1.00 per hour increase on their base wage plus a 3% increase over their 2019-2020 base pay rate for the 2020-2021 school year, a \$1.00 per hour increase on their base wage plus a 3% increase over their 2020-2021 base pay rate for the 2021-2022 school year, a \$1.00 per hour increase on their base wage plus a 3% increase over their 2021-2022 base pay rate for the 2022- 2023 school year, and a \$1.00 per hour increase on their base wage plus a 3% increase over their 2022-2023 base pay rate for the 2023- 2024 school year.

Effective with the 2017-18 school year, the base pay rate for each person employed as a Head Cook shall be seventy-five cents (.75) per hour more than the base pay rate of an Assistant Cook with the same years of District experience.

C. Longevity amounts in excess of an employee's annual salary shall be paid as follows:

YEARS IN DISTRICT	LONGEVITY PAY
5 - 9	\$300.00
10 - 14	\$500.00
15 +	\$700.00

This longevity pay shall be paid annually on the second paycheck in June.

D. Custodians/maintenance staff assigned to the afternoon shift (beginning after 12:00 Noon) shall receive a differential of seventy-five cents (.75) per hour for the 2020-21 through 2023-24 school years. No differential shall be paid for the July 15, July 31, August 15 or August 31 pay days.

E. A differential of fifty-five cents (.55) per hour will be paid to the following employees:

1. Library aides;
2. Teacher aides and library clerks who are hired and begin work on or after July 1, 2006;
3. Teacher aides and library clerks hired before July 1, 2006 who pass the State Board of Education assessment for certification as a highly qualified paraprofessional or who provide official transcripts for thirty (30) hours of college credit on or before March 1, 2007;

A differential of twenty-five cents (.25) per hour will be paid to a library aide, teacher's aide or library clerk who provides official transcripts for sixty (60) or more hours of college credit on or before November 1 of a school year. All hours of college credit earned after the initial date of hire

must be job-related and receive the Superintendent's prior approval. An additional differential of twenty-five cents (.25) per hour will be paid to a teacher's aide who holds a valid Illinois teaching license.

Cafeteria Assistant Cooks when covering for a Cafeteria Head Cook shall receive a differential of seventy-five cents (.75) per hour.

- F. The Superintendent may grant a new employee with previous experience in a similar position up to three (3) years of credit on the initial salary placement schedule.
- G. In the event an aide is assigned to substitute when no other substitute is available for an absent teacher, the aide will be paid time and one-half for each hour he/she substitutes. This provision will only apply in situations when a teacher is absent, and an aide covers the classroom by him/herself.

3. INSURANCE

- A. The Board shall make available PPO and HMO medical insurance, individual or family coverage, for each full-time employee requesting said coverage. For those full-time employees hired before September 1, 1989, the Board shall pay the full cost of single coverage per employee per year for the duration of this Agreement. For those employees hired after September 1, 1989, the Board shall pay the full cost of HMO single coverage per employee per year for the duration of this Agreement.

Such insurance through the Education Benefit Cooperative (EBC) shall be as follows:

- 1. \$400 Deductible
- 2. Pre-admission utilization review
- 3. Psychiatric-substance abuse program
- 4. Preferred Provider Option (physician/hospital network)

For purposes of this provision, the term "full-time employee" shall mean an employee working at least six (6) hours per day.

- B. In addition to those amounts required above, the Board shall contribute per full-time employee (as defined above) \$2,450 for each of the 2020-21 through 2023-24 school years toward family coverage.
- C. Each eligible employee shall be required to elect either individual or dependent coverage by the end of each school year, or, for newly hired employees, election of individual or dependent coverage shall be made by the first day of the month following their employment. Changes in

coverage after said date shall only be allowed should the following events occur after said date: (1) marriage or divorce of the employee; (2) the employee's spouse becomes unemployed; (3) death of the employee's dependents; or (4) additions to the employee's family. The option selected shall continue from school year to school year unless the employee files a change in election with the Business Office in accordance with the preceding procedures.

The Board will provide employees with a dental insurance program, both single and dependent coverage, the premiums to be paid by each employee who elects coverage.

Those employees who elect individual or dependent major medical, HMO and/or dental coverage as per the terms and conditions of the insurance plan by the end of each school year may at that time elect that the Board remit for him/her during said school year to the insurance carrier a sum equal to the unpaid premium for the coverage elected. Said election shall be made on an annual basis.

The amount of gross wages due an employee in the form of salary shall be the sum specified on the salary schedule less the payment of premiums provided herein, provided the Board shall deduct from said gross wages all sums as required by law or as authorized by the employee pursuant to the collective bargaining agreement.

The employee shall have no right or claim to the funds so remitted. Once said election is made as provided above, it may not be rescinded except in the case of the death or birth of the insured dependents, change in marital status or change in employment status of a spouse.

The Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the employee as set forth above are deemed excludable from the employee's gross wages, and as such, the Association and each individual employee shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of dependent insurance premiums to the provision of this section.

4. TERM LIFE INSURANCE

Term life insurance in the amount of \$10,000 shall be available to all full-time employees.

5. MILEAGE REIMBURSEMENT

Any employee required to use his/her auto as part of his/her assignment during the regular workday shall receive mileage reimbursement at the rate established by the Internal Revenue Service for mileage approved by the Business Manager.

6. RETIREMENT BONUS

A retirement program will be available only during the period of the 2020-21 through 2023-24 school years.

The Board shall provide a bonus of thirty percent (30%) of the retiree's final year's IMRF reportable salary to employees who are at least fifty-five (55) years of age and who have been with the District at least fifteen (15) years prior to retirement and who submit a request to retire to the Board after the effective date of this Agreement that is at least six (6) months prior to the retirement date and who retire no later than June 30, 2024. The bonus shall be paid in a lump sum no later than sixty (60) days after the employee's final date of service to the District.

In addition, the Board shall pay an annual grant of \$1,500, payable quarterly, to defray the costs of insurance coverage after retirement. Such grant payments will continue for a period of five (5) consecutive years immediately following retirement, or until the employee qualifies for Medicare, whichever occurs first.

If any retirement incentive set forth in this program is altered or limited in any way, or requires the payment of any new, additional or one-time Board contribution, penalty or other payment, then the terms and provisions of this Agreement providing such incentive shall be of no force and effect. In such an event, the parties shall immediately negotiate the payment or satisfaction of such incentive in a manner that would not violate, be inconsistent with, or in conflict with applicable law, and would not require any new, additional or one-time Board contribution, penalty or other payment.

In all cases an Employee's retirement shall be subject to applicable law, including but not limited to the applicable provisions of the Pension Code and Illinois Municipal Retirement Fund ("IMRF") rules and regulations. The Board and the Association make no representations or warranties regarding creditable earnings or service recognition given to any of the retirement incentives set forth in this Agreement.

Negotiations as stated above will result in the amount originally agreed to and set forth in this Agreement, not greater or less.

7. All other current economic practices not addressed in this Agreement shall be maintained.

8. The Board shall indemnify employees as required by law.

ARTICLE XXI

DURATION

1. This Agreement shall be effective upon execution by the parties from July 1, 2020 and shall remain in full force and effect until midnight on June 30, 2024. This Agreement shall be renewed automatically from year-to-year after June 30, 2024, unless either party shall notify the other in writing no later than April 1, 2024, that it desires to modify, change, amend or terminate the Agreement.

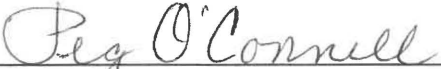
2. The Board shall provide one (1) copy of this Agreement to each member of the bargaining unit.

ACCEPTANCE

IN WITNESS WHEREOF

FOR ASSOCIATION:


FOR BOARD OF EDUCATION OF
BERKELEY SCHOOL DISTRICT
NO. 87, COOK COUNTY, ILLINOIS



President



President



Secretary



Secretary

Dated: 6-22-20

Dated: 7/17/20

LETTER OF UNDERSTANDING

Employees enrolled in the District's EBC major medical insurance plan shall have a deductible of \$400.00/year.

Employees enrolled in the District's EBC major medical insurance plan after July 1, 2014 but prior to July 1, 2020 shall pay the first \$300.00 of said \$400.00 deductible and shall be reimbursed \$100.00 for the next \$100.00 of said \$400.00 deductible per insurance year, effective July 1, 2020.

BOARD OF EDUCATION

BEASS

By: /s/Peg O'Connell

By: /s/Jonathon Morris