

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE CENTRAL TEACHERS' AND SUPPORT STAFF ASSOCIATION,
LOCAL 4673, IFT/AFT**

AND

**THE BOARD OF EDUCATION
CENTRAL SCHOOL DISTRICT #104**

2013-2017

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97 **Article I - Preamble**

98
99 WHEREAS, This Agreement is made and entered into between the Board of Education, Central
100 School District #104 (hereinafter the BOARD or DISTRICT) and the Central Teachers' and
101 Support Staff Association, Local 4673, AFT/IFT (hereinafter the UNION); and
102

103 WHEREAS, It is the intent and purpose of the parties, by entering this Agreement, to maintain and
104 promote the relations among the BOARD, the Administration, and the UNION; and
105

106 WHEREAS, It is expressly understood and agreed that all functions, rights, powers or authority of
107 the administration of Central School District #104 and the BOARD which are not specifically
108 limited by the express language of this Agreement are retained by the BOARD provided, however,
109 that no such right shall be exercised so as to violate any of the specific provisions of this
110 Agreement, State laws, or Federal laws; and
111

112 WHEREAS, said parties desire to execute their duties under the law, NOW, THEREFORE, IT IS
113 AGREED AS FOLLOWS:
114
115
116

117 **Article II - Bargaining Agent / Recognition**

118
119 The BOARD recognizes the UNION as the sole and exclusive bargaining agent for all regularly
120 employed full-time licensed employees, including the School Nurse and the School Social Worker,
121 and all full-time and part-time non-licensed personnel.
122

123 Excluded: all managerial, supervisory, confidential, and short-term employees, including the
124 Superintendent, District Business Manager, District Secretary to the Superintendent, and
125 Principals all as used or defined in the Illinois Educational Labor Relations Act.
126

127 The BOARD agrees not to negotiate with any employee organization other than the UNION for
128 the duration of this Agreement, except as may be provided by law.

129 The BOARD agrees not to negotiate with any individual employee for the duration of this
130 Agreement inconsistently with the provisions of matters herein agreed.
131
132
133

134 **Article III - Negotiations**

135
136 The UNION and BOARD representatives at any negotiating meeting shall be established in the
137 ground rules.
138

139 The parties agree that their negotiating teams shall be duly authorized representatives and shall
140 negotiate in good faith with respect to the provisions of this Agreement. Each party shall select
141 its own representatives.
142

143 By April 1 of the year this Agreement expires, the UNION and BOARD shall each inform the other
144 by written notice of the names of the members of the bargaining committee, and they shall list
145 suggested dates for the start of negotiations.
146

147 Tentative agreements are subject to ratification by members of the UNION and BOARD in
148 accordance with this Agreement.

149
150 Tentative agreement items will not go into effect until an agreement has been reached on all items
151 negotiated.

152
153 If a mediator is needed, both parties shall request the Federal Mediation and Conciliation Service,
154 in writing, to appoint a mediator from their staff. The mediator shall meet with the negotiating
155 teams as soon as possible to begin the process of mediation. The mediator shall control the
156 negotiations in terms of meeting dates and times, structure of said meetings and agenda of each
157 meeting until the parties resolve their differences and effect a mutually acceptable agreement.
158 The mediator shall not have the power to impose a resolution of difference.

159
160 Upon written request, the BOARD shall make available any information and records normally
161 available and open to the public, in compliance with the Illinois Freedom of Information Act.
162 Nothing herein shall require the administrative staff to research and assemble information for the
163 UNION.

164
165
166

167 **Article IV - Grievance Procedure**

168
169 A grievance shall be defined as a dispute arising out of the alleged improper interpretation,
170 application or compliance with the terms of this Agreement.

171
172 Within seven (7) school days of the act or omission which gives rise to the grievance, the grievant
173 shall deliver a written request for a conference to the Superintendent. This conference shall be
174 held within ten (10) school days and shall include the Superintendent, a UNION representative,
175 and others directly involved in the grievance. The parties shall attempt to reach a mutually
176 acceptable solution or disposition of the grievance.

177
178 If the conference held as per above does not resolve the dispute, the grievant shall within ten (10)
179 school days file a written statement of the grievance (including the Article alleged to have been
180 violated) with the Superintendent and the Union President; the Superintendent shall respond in
181 writing within ten (10) school days.

182
183 If the UNION or grievant wishes to appeal the decision of the Superintendent it shall do so in
184 writing within ten (10) school days. The appeal shall be sent to the president of the Board of
185 Education, with copies to the Superintendent and the Union President. At the next Board of
186 Education meeting after such written appeal is filed, the BOARD shall meet to consider said
187 appeal or conduct a hearing. Within ten (10) working days after the hearing, the Board shall
188 communicate its decision in writing to the UNION and grievant.

189
190 If the dispute is not resolved or disposed of as provided above, then the parties shall seek binding
191 arbitration of the dispute.

192
193 Within thirty (30) days of the denial by the BOARD, the parties shall seek from the American
194 Arbitration Association a list of arbitrators, to be selected according to the rules of the American
195 Arbitration Association.

196

197 The parties shall jointly and in writing contact the arbitrator to inform him/her of the selection and
198 to arrange the time and location of the arbitration hearing.

199
200 The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his/her
201 opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The
202 arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to
203 him/her in writing by the UNION and the BOARD, and his/her interpretation of the meaning or
204 application of the express relevant language of the Agreement and not contrary to state and
205 federal law.

206
207 Expenses for the arbitration services shall be borne equally by the UNION and the BOARD.

208
209 Bypass: If the UNION and the BOARD mutually agree, any step of the grievance procedure may
210 be bypassed.

211
212 Resolution: By mutual agreement, a grievance may be settled at any step of the procedure without
213 establishing precedent.

214
215
216

217 **Article V - Normal Work Year**

218
219 *Part A – Licensed Employees*

220
221 The official school calendar shall include a minimum of five (5) and a maximum of ten (10)
222 emergency days, which, if not used, shall be, dropped from the official calendar. The remaining
223 days in the calendar shall consist of a minimum of 176 student attendance days. Up to a
224 maximum of five (5) days of the school year calendar may be used for approved teacher institute
225 days. In the event that all five (5) days are not used for that purpose, the days not used shall be
226 used for student attendance in the official school calendar.

227
228 Any licensed employee that is required by the BOARD to work up to five (5) days prior to the start
229 of school and/or five (5) days following the end of school, in addition to the days referenced above,
230 shall be compensated at the employee's per diem rate, calculated by dividing the scheduled
231 salary amount by 181.

232
233 *Part B – Non-Licensed Employees*

234
235 Each employee shall be classified as either full-time or part-time. A full-time employee works a
236 minimum of 40 hours each week and at least 220 days per calendar year. A part-time employee
237 works fewer hours or days per year than a full-time employee.

238
239 Program Assistants / Aides work 176 days.
240 Custodians work 260 days.
241 Clericals work 220 days.
242 Nurses work 185 days.
243 Technology works 260 days.

244
245
246
247

248 **Article VI - Normal Workday**

249
250 *Part A – Licensed Employees*

251
252 The normal workday for licensed employees shall be seven (7) hours. The normal workday for
253 licensed employees shall not begin before 7:30 a.m. or end after 3:30 p.m.

254
255 Each licensed employee whose duties require attendance at the school for four (4) or more clock
256 hours in any school day shall be entitled to and be allowed a duty free lunch period equal to the
257 regular school lunch period but not less than thirty (30) minutes in each school day; all as per
258 Chapter 122, Section 24-9 of Illinois Revised Statutes. The DISTRICT may hold five (5) two (2)
259 hour professional development meetings on school days during the school year, two (2) of which
260 shall be joint elementary and middle school meetings and three (3) of which shall be individual
261 building meetings. Joint elementary and middle school meetings shall begin fifteen (15) minutes
262 after the last dismissal of students within the DISTRICT. Individual building school improvement
263 meetings shall begin fifteen (15) minutes after the last dismissal of students in that building. A
264 tentative schedule of the five (5) meetings shall be given to the UNION by August 31. If there are
265 any changes to the schedule, employees will be given a minimum of ten (10) working days' notice
266 prior to the scheduled event.

267
268 In order to offer licensed employees as many opportunities as possible to earn CPDUs and/or
269 CEUs, the UNION and BOARD agree to create a joint Professional Development Committee
270 comprised of two (2) administrators appointed by the BOARD and two (2) teachers appointed by
271 the UNION. The purpose of the Professional Development Committee is to identify, plan and
272 execute professional development opportunities for licensed employees for which they will earn
273 CPDUs and/or CEUs. The DISTRICT will offer CPDUs for at least 75% of its school improvement
274 or professional development meetings. The Professional Development Committee will meet
275 quarterly.

276
277 *Part B – Non-Licensed Employees*

278
279 All positions covered by this Agreement shall have designated days, hours, and length of work
280 year as specified in this Agreement. Normal work hours vary by job classification to meet the
281 needs of the school system. The BOARD, through the Superintendent, reserves the right to
282 change hours to meet school needs and functions. Therefore, hourly assignments may change
283 at any time by mutual agreement between the employee and Superintendent. The Superintendent
284 may change hours after giving the employee(s) a five (5) day notice.

285
286 The normal workweek shall be five (5) consecutive workdays as specified in this article, Monday
287 through Friday, inclusively.

288
289
290 **Article VII - Normal Assignment**

291
292
293 *Part A – Licensed Employees*

294
295 Licensed members of the bargaining unit shall not be required to perform lunchroom duty, unless
296 such lunchroom duty is necessary to complete a bargaining unit member's full-time assignment.
297 Regular Pre-K through 4 classroom teachers shall not have lunchroom duty, and teachers in a

298 departmental setting, where a licensed employee has a less than full-time assignment, the
299 DISTRICT can add lunchroom duty.

300
301 Assignment of employees to specific positions is the responsibility of the Superintendent.
302 Instructional personnel shall be assigned by the Superintendent on the basis of the needs of the
303 DISTRICT, on the employee's qualifications, and on the employee's expressed desires, in that
304 order of priority. In consideration of the needs and in the best interest of the DISTRICT, the
305 Superintendent may transfer an employee to a different assignment. Prior to the transfer of any
306 employee, the Superintendent shall have a conference with the employee involved.

307
308 Employees may request changes of assignment. These requests will be reviewed and evaluated
309 by the Superintendent who will make the decision based on the best interests of the DISTRICT.
310 If the Superintendent involuntarily transfers an employee the involuntarily transferred employee
311 shall be considered for future openings for which he/she applies and is licensed.

312
313 Licensed employees will be notified of their teaching assignment, including work hours, at least
314 four (4) weeks before the start of their work year.

315
316 In the case of vacancies in new or existing positions, consideration will be given to current
317 employees. Employees shall be informed of any vacancies. During the school year, vacancies
318 will be posted in the teacher's lounge and/or workroom for five (5) working days prior to a vacancy
319 being advertised to the public. During the summer months, notices of vacancies will be emailed
320 to employees. If more than one employee applies for the same vacant position, the
321 Superintendent will consider each employee's qualifications, licensure, and specialized training.
322 The employment decision is not grievable.

323
324 Licensed employees required to work beyond the normal workday shall be paid \$30.00 per hour,
325 except as provided for under the extra-curricular pay schedule in Appendix B.

326
327 The DISTRICT will schedule as many IEP meetings (including but not limited to multi-disciplinary
328 meetings and the tri-annual re-evaluations) as possible to be scheduled during the normal
329 workday. The DISTRICT'S expectation is that at least fifty percent (50%) of said IEP meetings
330 shall be scheduled during the normal workday.

331
332 *Part B – Non-Licensed Employees*

333
334 Employees hired to work in one job classification, regardless of what classification, credentials,
335 or other work preparation they may possess, shall be deemed to be not qualified to work in any
336 other job classification in this bargaining unit and under this Agreement, unless they have been
337 officially transferred into the new job classification or assignment.

338
339 Non-licensed employees will be notified of their classification and assignment, including work
340 hours, at least four (4) weeks before the start of their work year.

341
342 Program Assistants / Aides: The normal workday shall be a shift of seven and one-half (7.5) hours,
343 to be determined by the building principal with approval from the Superintendent, not including an
344 unpaid meal break. Meal break provision does not apply to employees who monitor individuals
345 with developmental disabilities or mental illness, or both, and who, in the course of those duties,
346 are required to be on call during an entire workday. However, those employees will be allowed to
347 eat a meal while continuing to monitor their students. The Superintendent may increase a program
348 assistant / aide's workday by up to thirty (30) minutes, if necessary to meet the needs of the school

349 system. Employees in this classification may be assigned work between the hours of 6:00 a.m. to
350 6:00 p.m.

351
352 Custodians: The normal workday shall be a shift of eight (8) hours, to be determined by the
353 building principal with approval from the Superintendent, not including an unpaid meal break.
354 Employees in this classification may be assigned to “day shift” work between the hours of 6:00
355 a.m. to 3:30 p.m. Employees in this classification may be assigned to “evening shift” work between
356 the hours of 2:00 p.m. to 11:30 p.m. During student non-attendance and partial student
357 attendance days work hours for custodians may be adjusted by the building principal.

358
359 Clerical: The normal workday shall be a shift of eight (8) hours, to be determined by the building
360 principal with approval from the Superintendent, not including an unpaid meal break. Employees
361 in this classification may be assigned to work between the hours of 7:00 a.m. to 4:00 p.m. During
362 student registration the work hours for clericals may be adjusted by the building principal.

363
364 Nurse: The normal workday shall be a shift of seven and one-half (7.5) hours, to be determined
365 by the building principal with approval from the Superintendent, not including an unpaid meal
366 break. Employees in this classification may be assigned to work between the hours of 7:00 a.m.
367 to 3:30 p.m.

368
369 Technology: The normal workday shall be a shift of eight (8) hours, to be determined by the
370 building principal with approval from the Superintendent, not including an unpaid meal break.
371 Employees in this classification may be assigned to work between the hours of 7:00 a.m. to 4:30
372 p.m.

373
374 Meal break: Shall be thirty (30) minutes to be determined by the building principal with approval
375 from the Superintendent.

376
377 Vacancy: A vacancy shall mean a possible opening for employment, other than temporary
378 employment, that has been announced in a position for which the applying employee is qualified,
379 within an employee’s current work classification.

380
381 Transfer: A transfer is a change in job assignment to another job at the same basic pay rate.

382
383 Promotion: A promotion is a temporary change, which may or may not become a permanent
384 change, to a job assignment in a higher basic pay rate.

385
386 Notice of vacancies shall be posted at the District office and at each school, if feasible, the posting
387 of said vacancy or new position shall be for a minimum of five (5) days. Current employees shall
388 be given the opportunity to apply for said vacancy.

389
390 Except in cases deemed by the Superintendent to constitute an emergency, involuntary transfer
391 shall be made only after the opportunities set forth in this article for other employees to apply has
392 been provided.

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400 **Article VIII - Evaluation**

401
402 *Part A – Licensed Employees*

403
404 Employee evaluation procedures shall be handled according to the District Evaluation Plan and
405 the Illinois School Code. The primary purpose of the District Evaluation Plan is the improvement
406 of the quality of instruction. The evaluation methods, instruments, descriptions, and procedures
407 used have been developed and approved by the BOARD in accordance with the Rules and
408 Regulations of the State Board of Education and the Performance Evaluation Reform Act (PERA).

409
410 Beginning in 2014-15, licensed employees shall be evaluated using a “Danielson Framework”
411 developed jointly by the UNION and Administration.

412
413 *Part B – Non-Licensed Employees*

414
415 Employees shall have an evaluation report completed, by their designated supervisor, annually.
416 Evaluations shall be based upon the employee’s work performance and stated job description.

417
418 Employees shall be notified of the identity of their supervisor(s) at the beginning of their work year
419 and whenever changes are made in their jobs or supervisor(s).

420
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423 **Article IX - Seniority**

424
425 Seniority: Seniority shall be defined as the length of a bargaining unit member’s service starting
426 with the first day on which duties are performed after being officially employed by the BOARD.
427 Seniority is lost upon the following: resignation, termination, or retirement. Seniority continues to
428 accrue during the following: paid leave of absence, military leave, or temporary disability.

429
430 Temporary and/or substitutes shall not acquire or accumulate seniority. In the event of more than
431 one employee having the same seniority, a lottery shall determine the order of seniority.

432
433 Seniority List: A seniority list shall be published by February 1, annually, for each non-licensed
434 job category.

435
436
437
438 **Article X - Reduction in Force (RIF) for Support Staff**

439
440 If a reduction in force occurs, written notice shall be mailed to the employee at least thirty (30)
441 days before the employee is removed or dismissed. The employee with the shorter length of
442 continuing service to the DISTRICT, within their respective job classification, shall be dismissed
443 first. The employee dismissed because of reduction in need of services in a job classification will
444 be assigned to any other open job classification for which the Superintendent determines he/she
445 is qualified.

446
447 If a vacancy occurs for the following school term, the vacant position shall be offered to the
448 employee who was honorably dismissed from that job classification, so far as he/she is qualified
449 to hold such position.

451 **Article XI - Work Load**

452
453 The DISTRICT shall determine the distribution of work, length of work year and classifications of
454 all non-licensed staff in a reasonable and equitable manner within the provisions of this
455 Agreement. The UNION will be notified of changes at least thirty (30) days prior to implementation.
456

457 If a bargaining unit member believes he/she has a work overload the effected bargaining unit
458 member may request and will be granted a review of the workload of that non-licensed job. The
459 request, made to the immediate supervisor, and the response will be in writing.
460

461
462
463 **Article XII - Salary**

464
465 *Part A – Licensed Employees*

466
467 The salary schedule for the duration of this Agreement is set forth in Appendix A.
468

469 The following salary considerations are mutually agreed to during this agreement:

- 470 1. 2013-2014 – one (1) step plus \$400.00 stipend payable following the ratification of this
471 agreement
472 2. 2014-2015 – one (1) step plus one-half (1/2) step*
473 3. 2015-2016 – one (1) step plus one-half (1/2) step*
474 4. 2016-2017 – one (1) step
475

476 *One-half (1/2) step applies to all bargaining unit members effected by the 2011-2012 freeze.
477

478 The BOARD shall tax shelter and remit the employee’s portion required under the Illinois
479 Teacher’s Retirement System (TRS), and the employee’s portion of the Teacher’s Health
480 Insurance Security (THIS) in accordance with said system and fund requirements and restrictions.
481

482 All hours beyond the Bachelor’s Degree are expressed in semester hours and must be approved
483 by the Superintendent in advance of enrollment to qualify toward salary advancement.
484

485 Up to three (3) years of outside full-time teacher experience at accredited public institutions may
486 be granted as step credit on the salary schedule at the time of first hire. Verification of teaching
487 experience is required.
488

489 *Part B – Non-Licensed Employees*

490
491 The BOARD shall tax shelter and remit the employee’s contribution to the Illinois Municipal
492 Retirement Fund (IMRF) in accordance with said system and fund requirements and restrictions.
493

494 Overtime: Employees who are required to work more than forty (40) hours in the same week shall
495 be paid overtime at one and one-half (1.5) times the employee’s regular rate after forty (40) hours
496 of work have been completed within the work week. The Superintendent must approve all
497 overtime, in advance. Paid leave shall not be considered time worked for the purposes of
498 computing overtime.
499

500 Saturday and Sunday assignments shall be scheduled on a rotating basis among those
501 employees qualified to perform the work within the job classification.

502
503 The Superintendent or designee will maintain the rotation list. Should an emergency situation
504 surface this rotation list will be utilized to make the overtime available to the next eligible
505 employee. Every effort should be made to give as much advance notice as possible.

506
507 An employee called to return to work outside of their normally scheduled shift shall be paid a
508 minimum of two (2) hours at the appropriate rate of pay.

509
510 An employee may refuse to accept overtime work except when the building principal or
511 Superintendent has determined an emergency exists. An employee who refuses overtime or fails
512 to respond to a call which offers overtime work shall constitute fulfillment of said employee's right
513 to receive further offers of overtime work until all other employees within the job classification
514 have been offered, in turn, an opportunity to work overtime. An employee shall be considered to
515 have been offered overtime work if the offer has been made in person by said employee's
516 supervisor, or if a telephone call to the employee has been made to offer said overtime work,
517 regardless of whether said call has been answered or returned.

518
519 An employee must complete normally assigned work shift before beginning work for which
520 overtime may be paid.

521
522 An employee shall be required to attend meetings or trainings offered by the BOARD pertaining
523 to safely handling substances and other safety related issues. If the meeting or training occurs
524 during non-scheduled work time, the employee may be compensated at the regular overtime rate.

525
526 An employee with accumulated overtime shall be paid for said overtime at the next pay date.

527
528 Holidays: Holidays for non-licensed employees, with the exception of 260-day employees, shall
529 be the same as for licensed employees.

530
531 Paid holidays: Paid holidays for 260-day employees shall be Independence Day, Labor Day,
532 Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day,
533 Lincoln's Birthday or President's Day whichever is included in the official school calendar, and
534 Memorial Day. When one of these paid holidays falls on a Saturday or Sunday, a day shall be
535 added to the annual vacation. Said added vacation days must be used only during student
536 vacation periods during the school year as mutually agreed to, in advance, between the employee
537 and Superintendent. Christmas Eve and New Year's Eve shall be paid holidays if they fall during
538 the regular workweek. The UNION and Superintendent will mutually identify two (2) additional
539 paid holidays at the beginning of each calendar year.

540
541 If an employee is called in to work on a paid holiday, the employee shall be paid two (2) times
542 their normal rate of pay.

543
544 The Illinois State Board of Education has approved some of the legal school holidays listed above
545 as waivers for school attendance. If any of these holidays become a school attendance day, then
546 the employee(s) may receive a day off as determined by the Superintendent on a non-student
547 attendance day.

548
549 Basic rates of pay for non-licensed employees, for the duration of this Agreement, shall be set
550 forth in Appendix C.

551
552 Non-licensed employees shall use a time clock to record their work time.

553
554 *Part C – Licensed and Non-Licensed Employees*

555
556 The BOARD shall tax shelter and remit the required percent of any extra pay or stipend to TRS
557 or IMRF in accordance with said system and fund requirements and restrictions.

558
559 Nothing herein shall be interpreted so as to limit the right of the BOARD to create new positions
560 and to set the rates of pay therefore or to discontinue any of the positions herein.

561
562 All employees shall be paid on the 15th and 30th day of the month. If the designated payday
563 should fall on a weekend or holiday, employees shall receive their electronic direct deposit on the
564 last working day of the District office prior to the payday. The BOARD shall require direct deposit
565 of payroll checks for all employees.

566
567
568
569 **Article XIII - Longevity**

570
571 Beginning in an employee's first year off the salary schedule, but not earlier than Step / Year 31,
572 employees will receive an additional \$500.00 for each year off the schedule added to their salary
573 to a maximum longevity bonus of \$3,000.00 in an employee's sixth (6th) and subsequent years off
574 the salary schedule.

575
576
577
578 **Article XIV - Extra-Curricular Pay Schedule**

579
580 Pay schedules for extracurricular / stipend positions beyond the normal workday are set forth in
581 Appendix B of this Agreement.

582
583 The School Improvement Team (SIT) shall consist of five (5) licensed members who will be
584 selected by the building administration. The SIT will meet monthly outside of the normal workday.
585 Minutes will be taken and copies of these will be provided to all SIT members and the
586 Superintendent. SIT work conducted outside of the normal word day will be compensated at
587 \$30.00 per hour.

588
589 In the case of vacancies in new or existing positions, consideration will be given to current
590 employees. Employees shall be informed of any vacancies. During the school year, vacancies
591 will be posted for five (5) working days prior to a vacancy being advertised to the public. During
592 the summer months, notices of vacancies will be emailed to employees. If more than one
593 employee applies for the same vacant position, the Superintendent will consider each employee's
594 qualifications, licensure, and specialized training. The employment decision is not grievable. The
595 Board is not obligated to offer the extracurricular programs or to fill all of the extracurricular
596 positions. In any case, appointments to extracurricular positions shall be on a year-to-year basis.

597
598
599 **Article XV - Insurance**

600
601 The Board shall offer and pay 100% of the full-time licensed and full-time non-licensed employee
602 only premium for health and hospitalization insurance. Each full-time employee shall pay any
603 premium amount in excess of the aforementioned BOARD contribution toward the employee only

604 premium for health and hospitalization insurance. The BOARD may offer health insurance to part-
605 time employees who legally qualify for, and are required to be offered, such coverage in
606 compliance with the federal Affordable Care Act and/or other applicable law, and the level of
607 health care plan(s) offered, and the employee contribution required shall be determined by the
608 BOARD in its sole discretion in order to meet the minimum requirements of such law(s).
609 Notwithstanding any contrary provision in this Agreement, if the Affordable Care Act and/or other
610 applicable law is amended, or administrative rules applicable to same are issued or amended,
611 the UNION and the BOARD agree to reopen this Agreement to solely discuss and negotiate the
612 impact thereof.

613
614 Employee's spouse, employee's children, or family membership may be added through a payroll
615 deduction plan. In the case of a husband and wife combination working within the DISTRICT, the
616 husband and wife will have an option to accept single coverage as offered to the other staff
617 members or the single premium may be applied toward the family coverage premium, as long as
618 the insurance carrier approves. In no case will an employee be given a monetary rebate in lieu of
619 the premium amount. Any change by the insurance carrier will not be grievable. If the proposed
620 premium reaches the level of premium from FY2013, then the UNION and the BOARD mutually
621 agree to look at other insurance carriers with comparable benefits and coverage.

622
623 The BOARD shall provide a \$10,000.00 term life insurance policy to each full-time employee at
624 no cost to the employee. Employees may have the option to purchase additional insurance
625 benefits at their own expense including, but not limited to; additional term life, dental, and/or vision.

626
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628

629 **Article XVI - Leaves**

630
631 *Part A – Licensed and Non-Licensed Employees*

632
633 **Unpaid Leave:** An unpaid leave may be granted to a bargaining unit member, who has been
634 employed by the BOARD for at least two (2) years, for a period not in excess of one calendar
635 year. All accumulated benefits and rights of employment previously granted shall be reinstated
636 upon return. An unpaid leave shall be requested no later than thirty (30) days prior to the start of
637 requested leave. The bargaining unit member on leave shall give notice of intent to return by
638 registered mail at least sixty (60) days prior to the end of the unpaid leave. Failure to provide
639 notice of intention to return is equivalent to a resignation.

640
641 If a leave is desired, a bargaining unit member shall arrange a meeting with the Superintendent.
642 The purpose of the meeting shall be to determine an agreement plan for the leave, which will be
643 presented to the BOARD for approval.

644
645 A bargaining unit member granted an unpaid leave may make arrangements to continue on the
646 DISTRICT'S insurance program at their expense, if applicable. The bargaining unit member shall
647 assume insurance premiums, if applicable, in full during the unpaid leave and up to the time
648 he/she actively resumes job duties.

649
650 Granting of an unpaid leave shall be made on an individual basis and in no way will establish a
651 precedent for future unpaid leave requests.

652
653 Should requested unpaid leave be denied, reasons shall be provided to the bargaining unit
654 member in writing.

655
656 In the case of an unpaid leave which follows a sick leave for maternity purposes, said unpaid
657 leave will begin on either the agreed upon date or the first date the employee is able to return to
658 active duty, whichever is later. The leave without pay does not reduce an employee's right to use
659 FMLA leave.

660
661 Jury Leave: A bargaining unit member shall be excused to perform jury duty with no loss of regular
662 pay provided the bargaining unit member presents proof of service to the Superintendent.

663
664 A bargaining unit member summoned for jury duty must, without delay, present the summons to
665 the Superintendent. Leave, with regular pay, shall be granted on the condition that the bargaining
666 unit member sign over and surrender all pay to the DISTRICT, not including travel reimbursement,
667 for services as juror.

668
669 Sick Leave: All bargaining unit members shall be granted sick leave according to the following. At
670 the beginning of each fiscal year or school year, whichever applies, each full-time bargaining unit
671 member shall be credited with fourteen (14) sick leave days, the unused portion of which shall
672 accumulate from year-to-year without limitation.

673
674 Use of three (3) consecutive sick days shall require proof of illness from a medical doctor at the
675 bargaining unit member's expense. Sick leave shall be interpreted to mean personal illness,
676 quarantine at home, serious illness in the immediate family, death in the immediate family, birth
677 of a child, adoption or placement for adoption of a child. Immediate family shall be defined as:
678 parent, spouse, brother, sister, children, grandparent, grandchildren, parent-in-law, brother-in-
679 law, sister-in-law, domestic partner, and legal guardian. Sick leave shall only be utilized in full or
680 half day increments. Accumulated sick leave is not reimbursable upon termination of employment.

681
682 Personal Leave: Three (3) of these fourteen (14) sick leave days may be used for personal leave
683 for reasons other than performing other employment, inclement weather, or participation in any
684 action against the BOARD, its representatives, or the school system. Personal leave shall only
685 be utilized in full or half day increments. Request for personal leave shall be submitted to the
686 Superintendent, on a form provided by the Superintendent, or designee at least three (3) working
687 days in advance of the requested personal leave day. The Superintendent may waive personal
688 leave time lines in cases of emergencies, provided that all other provisions of this section are
689 followed. Personal leave may not be used during the first ten (10) days or the last ten (10) days
690 of the official school calendar or the day before or the day immediately after a scheduled school
691 holiday or vacation period unless an emergency develops and the Superintendent gives approval.
692 No more than three (3) licensed and three (3) non-licensed members, per building, may use a
693 personal day on any day.

694
695 Bereavement Leave: In the event of a death in the immediate family (as defined in sick leave) of
696 a bargaining unit member, the member shall be granted two (2) paid days off for funeral/memorial
697 services. Such days shall not be deducted from sick or personal leave.

698
699 Parental Leave: If a bargaining unit member becomes a newly adoptive parent, such member
700 shall be entitled to ten (10) workdays of paid time off beginning at a mutually agreeable date not
701 later than thirty (30) days after the bargaining unit member first brings the child home. Parental
702 leave shall not be deducted from sick or personal leave.

703

704 Union Leave: In the event that the UNION desires to send a bargaining unit member(s) to local,
705 state, or national conferences or on other business pertinent to UNION affairs the following
706 provisions shall apply.

707
708 Application for UNION leave shall be made to the Superintendent, on a form provided by the
709 Superintendent, at least five (5) working days in advance of the requested UNION leave day(s).

710
711 The Superintendent may grant an aggregate total of five (5) working days of leave under this
712 section for which bargaining unit members shall be excused, without loss of regular pay, providing
713 that the UNION reimburses the BOARD for the expense of substitute(s).

714
715 Union leave shall only be utilized in full or half day increments.

716
717 *Part B – Non-Licensed Employees*

718
719 Vacation Leave: All 260-day employees are eligible for five (5) days of paid vacation, which may
720 be used at any time during the fiscal year. Request for leave shall be submitted to the
721 Superintendent or designee on a form provided by the Superintendent at least three (3) working
722 days in advance of the requested vacation leave.

723
724 The UNION and Superintendent mutually agree to designate five (5) non-student attendance days
725 in the summer as “shut down” days. During these five (5) days, the school building(s) will be
726 closed and the 260-day employees will be on paid vacation.

727
728 260-day employees who have completed ten (10) or more years of service to the DISTRICT shall
729 have five (5) additional paid “shut vacation days that can be utilized on non-student attendance
730 days at any time during the fiscal year.

731
732 Illustration:

- 733 1. Year 1 – Year 9: 5 anytime vacation days and 5 summer “shut down” vacation days
734 2. Year 10 and up: 5 anytime vacation days, 5 summer “shut down” vacation days, and 5
735 non-student attendance vacation days

736
737
738

739 **Article XVII - Tuition Reimbursement**

740
741 The BOARD shall designate \$5,000.00 annually (July 1 – June 30) for tuition reimbursement
742 toward undergraduate and graduate credit. The BOARD will reimburse for the cost of classes,
743 plus fees. If the total reimbursement request exceeds the \$5,000.00 cap, then the reimbursement
744 will be prorated equally between the numbers of credit hours earned.

745
746 To be eligible for reimbursement of summer school classes, bargaining unit members must return
747 to their assigned position the next school year. The benefit shall not accumulate from year to year.

748
749 Undergraduate Credit: Bargaining unit members who earn undergraduate credit shall be
750 reimbursed for the above stated class(es) provided the following requirements have been met:

- 751 1. The bargaining unit member shall present, in advance, a request for course subject(s)
752 approval to the Superintendent
753 2. The Superintendent may accept or reject the course(s) based on its pertinence to the area
754 of education or as the course(s) relates to the subject(s) taught

- 755 3. Once advanced approval for the course(s) is given and the course(s) is taken, the following
756 conditions must be met prior to the bargaining unit member receiving reimbursement:
757 a. All hours must be earned at an institution of higher education
758 b. Satisfactory completion of the course(s)/activity must be demonstrated
759 c. Receipt showing payment for course/activity
760 4. Tuition waivers exclude reimbursement for course work taken
761 5. No horizontal salary advancement will be granted for undergraduate course(s)
762

763 Graduate Credit: Bargaining unit members who earn graduate credit shall be reimbursed and
764 advanced on the salary schedule provided the following requirements have been met:

- 765 1. The bargaining unit member shall present, in advance, a request for course subject(s)
766 approval to the Superintendent
767 2. The Superintendent may accept or reject the course(s) based on its pertinence to the area
768 of education or as the course(s) relates to the subject(s) taught
769 3. Once advanced approval of the course(s) is given and the course(s) is taken, the following
770 conditions must be met prior to the bargaining unit member receiving the appropriate
771 salary schedule placement:
772 a. All hours must be earned at an institution of higher education
773 b. Satisfactory completion of the course(s)/activities must be demonstrated
774 c. An official transcript from the university demonstrating successful completion must
775 be filed in the DISTRICT'S administrative office no later than November 1st
776 d. Bargaining unit members shall be advanced to the appropriate earned step or lane
777 on the salary schedule only at the beginning of the academic year
778

779 Professional Development

780
781 The District shall notify staff of the availability of the in-service programs and the amount of CPDU
782 credit that will be granted for attendance. Attendance at any in-service offered outside the normal
783 workday shall be voluntary.
784

785 Bargaining unit members who obtain National Board for Professional Teaching Standards
786 certification shall receive a salary schedule differential of five percent (5%) in addition to the
787 amount shown for that bargaining unit member on the applicable salary schedule. Bargaining
788 unit members who have turned in a retirement notice to the district, and is in his/her final four (4)
789 years of teaching, is not eligible for this benefit.
790

791 792 793 Article XVIII - Travel Compensation

794
795 The BOARD shall reimburse employees for transportation to pre-approved meetings,
796 conferences, workshops, and school-business related trips at the then current Internal Revenue
797 Service (IRS) mileage rate per mile.
798

799 800 801 Article XIX - Retirement Incentive for Employees Retiring with No TRS / IMRF Penalty

802
803 Employees with fifteen (15) or more years of consecutive service to the BOARD are eligible to
804 receive additional benefits under the terms of this Early Retirement Incentive (ERI) as they

805 approach retirement. To be eligible for the ERI, the employee must retire during a specific window
806 period. Specifically, the employee may receive this ERI if he or she retires either:

807
808 At the end of the school year in which he or she first accumulates at least thirty-five (35) years of
809 creditable service in TRS (including applicable credit for sick leave, military services, or alternate
810 pension systems) or IMRF (including applicable credit for sick leave, military services, or alternate
811 pension systems); or

812
813 At the end of any school year after he or she reaches age sixty (60) so long as the employee has
814 accumulated no more than thirty-five (35) of creditable service in TRS or IMRF.

815
816 The eligibility requirements of this ERI have been adopted purposefully to benefit both the
817 employees and the BOARD. Specifically, the incentive is not available until the employee can
818 retire without the one-half percent (0.5%) per month reduction to his or her retirement annuity.
819 Further, the incentive is not available unless the employee can retire without obligating the
820 employee or the BOARD to pay any payment or penalty to TRS or IMRF including, but not limited
821 to, Early Retirement Option (ERO) employer or member contributions. In addition, the employee's
822 effective retirement date must occur at the end of the school year in which the employee is first
823 eligible for a non-discounted annuity from TRS or IMRF so that additional compensation remains
824 an incentive to retire early rather than a mere severance payment. In determining these dates,
825 employees must consider and utilize all of their available sick leave for credible service purposes
826 in TRS or IMRF.

827
828 In order to receive the additional compensation available under this ERI, eligible employees must
829 deliver a non-revocable letter of resignation without contingency to the Superintendent no later
830 than March 1st of the school year, which is approximately fifteen (15) months prior to retirement.
831 The letter of resignation must reference intent to retire under this Early Retirement Incentive
832 Policy. The retiring employee must also submit a TRS or IMRF generated statement of benefits
833 and benefits estimate demonstrating that the employee will first be eligible for a non-discounted
834 retirement annuity on the contemplated retirement date.

835
836 Employees who elect to receive this ERI by submitting a timely resignation as provided above
837 shall be entitled to an increase in salary during the final year of employment. The employee's TRS
838 or IMRF Creditable Salary for the year of retirement shall equal 106 percent of the TRS or IMRF
839 Creditable Salary received in the year prior to retirement.

840
841 The BOARD shall endeavor to spread the increase throughout the school year. However, the
842 BOARD retains the right to make necessary adjustments to bi-monthly pay at any time during the
843 last year to insure that the total received by the employee is consistent with this section. For the
844 purposes of this section, an employee's "TRS or IMRF Creditable Salary" means the base salary
845 together with all other amounts from all sources, which are creditable earnings under TRS or
846 IMRF rules.

847
848 Notwithstanding the above, employees who discontinue an extra-duty assignment in either the
849 year preceding the year of retirement or the year of retirement shall have the yearly increase for
850 that year reduced by the amount of pay for the extra-duty assignment. The term "year" shall mean
851 "school year" and not "calendar year."

852
853 In the event that an employee's resignation date under this policy contemplated use of sick leave
854 benefits for credible service purposes and the employee subsequently uses all or a portion of his
855 or her available sick leave days and does not have enough remaining sick leave days available

856 upon the contemplated retirement date to retire without discount or use of the ERO, the
857 employee's resignation shall be automatically revoked and the employee shall, subject to his or
858 her health condition, continue employment until such time that he or she is eligible to retire at the
859 end of a school year without a discounted annuity or under ERO.

860
861 If any employee receives benefits under this policy and subsequently fails to retire as
862 contemplated herein, such employee shall be obligated to reimburse the BOARD for the amount
863 of the incentive less what the employee would have received had the employee not been eligible
864 for the retirement incentive. If the BOARD and the employee cannot agree on a reimbursement
865 schedule, then the BOARD is authorized to make deduction from subsequent paychecks in the
866 maximum amount of 15% of the total to be reimbursed per pay period.

867
868 In the event the Illinois Pension Code, regulations promulgated by TRS or IMRF, or interpretations
869 are made, changed, or modified during the effective period of the this Agreement and such
870 interpretations or modifications have the effect of requiring BOARD or employee contributions
871 under this ERI, then the parties shall engage in mid-term bargaining to amend this ERI in such a
872 way that no BOARD cost shall be incurred.

873
874 This article shall terminate and be automatically removed upon expiration of this Agreement on
875 June 30, 2017, and any future implementation of a retirement incentive provision beyond the term
876 of this Agreement is still subject to negotiation and agreement by the UNION and BOARD.

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880 **Article XX - Severance Pay for IMRF Employees**

881
882 Severance Pay: Each employee shall receive severance pay benefit of ten dollars (\$10.00) per
883 unused sick leave day upon retirement with a minimum of three (3) years of service to the
884 DISTRICT. A maximum number of sick days shall be the employee's accumulated total number
885 of sick days minus any sick days used for service credit with IMRF.

886
887 Upon the written notification of impending bona fide retirement or in the case of disability as
888 defined by IMRF, a retirement bonus shall be paid shall be paid in equal installments to the
889 individual employee over the course of the last work year, based on the number of full years of
890 full or part-time employment in the DISTRICT. The payments shall be according to the following
891 schedule:

892 Full Years of Service	Amount
893 After five (5) years	\$150.00 per year
894 After ten (10) years	\$200.00 per year
895 After fifteen (15) years	\$250.00 per year
896 After twenty (20) years	\$300.00 per year

897
898 Those individual employees eligible for bona fide retirement must notify the Superintendent of
899 his/her impending retirement by the first day of school of the year of retirement. Any employee
900 not following this time schedule waives any claim to any part of this retirement bonus.

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906 **Article XXI - Compensation Limitation / Prohibition on TRS / IMRF Employer Contribution**

907
908 Notwithstanding any contrary provision in this Agreement, no bargaining unit member within ten
909 (10) years from retirement eligibility with Illinois Teachers Retirement System (TRS) or Illinois
910 Municipal Retirement Fund (IMRF) under Illinois law shall receive compensation that contributes
911 to cause and/or result in an increase in creditable earnings reportable to TRS or IMRF in excess
912 of six percent (6%) from that bargaining unit member's creditable earnings reportable to TRS or
913 IMRF in the prior year, or otherwise contributes to cause and/or result in a salary increase in
914 excess of six percent (6%) in the bargaining unit member's final average salary for purposes of
915 calculating retirement benefits from TRS or IMRF, unless such excess compensation is exempt
916 from the determination of the requirement/imposition of an employer contribution, penalty and/or
917 additional liability/obligation of the DISTRICT under Illinois law and/or TRS or IMRF Administrative
918 Rules. To the extent that any provision of this Agreement would result in the
919 requirement/imposition of an employer contribution, penalty and/or additional liability/obligation of
920 the DISTRICT to TRS or IMRF under Illinois law (ie. 40 ILCS 5/16-158(f) or such other similar
921 statutory provision) and/or TRS or IMRF Administrative Rules, such provision shall be construed
922 to avoid any such employer contribution, penalty and/or additional liability/obligation of the
923 DISTRICT to TRS or IMRF under Illinois law and/or TRS or IMRF Administrative Rules.
924

925 At the beginning of each school year, the DISTRICT, with input from the UNION, will develop a
926 list of bargaining unit members within ten (10) years from retirement eligibility with TRS or IMRF
927 under Illinois law, along with their creditable earnings for the prior year. If a bargaining unit
928 member is contemplated under this Agreement to receive creditable earnings for the current year
929 beyond six percent (6%) over the bargaining unit member's creditable earnings for the prior year,
930 that bargaining unit member's contemplated salary shall be automatically reduced to achieve
931 creditable earnings of no more six percent (6%) over the bargaining unit member's creditable
932 earnings for the prior year. Nor shall the DISTRICT knowingly assign additionally-compensated
933 work to bargaining unit members within ten (10) years from retirement eligibility with TRS or IMRF
934 under Illinois law if such additional compensation would increase the bargaining unit member's
935 creditable earnings for the current year beyond six percent (6%) over the bargaining unit
936 member's creditable earnings for the prior year, unless such excess compensation is exempt from
937 the determination of the requirement/imposition of an employer contribution, penalty and/or
938 additional liability/obligation of the DISTRICT under Illinois law and/or TRS or IMRF Administrative
939 Rules.
940

941 Both parties agree to re-open negotiations, limited to the provisions impacted by the
942 aforementioned 6% limitation on annual increases in creditable earnings reportable to TRS or
943 IMRF if, during the term of this Agreement, any new interpretations become available from TRS
944 or IMRF that create a substantive change in the interpretation of the types of income subject to
945 the aforementioned 6% restriction, or should new legislation be enacted that substantially
946 modifies the interpretation and/or implementation of the aforementioned 6% restriction.
947
948

949 **Article XXII - Access to Personnel Files**

950 The DISTRICT shall grant an employee access to his/her personnel records at least two times in
951 a calendar year.
952

953 The employee shall submit a written request to inspect his/her personnel records to the
954 Superintendent or designee.
955
956

957
958 The Superintendent or designee shall provide the employee the opportunity for inspection of the
959 requested records within seven (7) working days after the request. If such a deadline cannot
960 reasonably be met, the DISTRICT shall have an additional seven (7) days to comply.

961
962 The employee shall inspect the personnel records at the District's administrative office during
963 normal working hours or at another time mutually convenient to the employee and the
964 Superintendent or designee.

965
966 Inspection of personnel records shall be conducted under the supervision of the District's
967 administrative office staff.

968
969 Neither an employee nor his/her designated representative shall have access to records, which
970 are treated as exceptions in the Employee Records Act.

971
972 The employee may copy material maintained in his/her personnel record.

973
974 Should the employee demonstrate an inability to inspect the personnel records in person, the
975 DISTRICT shall mail a copy of a specific record(s) upon request. Postage and labor costs shall
976 be the responsibility of the employee requesting the records.

977
978 If either the DISTRICT or the employee knowingly places false information in the employee's
979 personnel record, the DISTRICT or the employee, whichever is appropriate, shall have remedy,
980 including legal action to have that information expunged.

981
982 Should the employee be involved in a current grievance against the DISTRICT or involved in any
983 other contemplated proceedings against the DISTRICT, the DISTRICT may designate, in writing,
984 a representative who has the authority to inspect the personnel records under the same right as
985 the employee.

986
987 The DISTRICT shall not release any part of a personnel record to a third party unless when
988 authorized by the employee, law, or a court of competent jurisdiction.

989
990
991

992 **Article XXIII - No Strike / No Lockout**

993
994 During the term of this agreement, employees represented by the UNION agree not to strike or
995 engage in or support or encourage any concerted refusal to render full and complete services in
996 the school district or to engage in or support any activity whatsoever which would disrupt in any
997 manner the operation of the school.

998
999 During the term of this agreement, the BOARD shall not lockout the employees.

1000
1001
1002

1003 **Article XXIV - Effect of Agreement**

1004
1005 When tentative agreement is reached on all matters being negotiated, a written tentative
1006 agreement shall be submitted to the UNION membership and the BOARD for ratification. Such
1007 document, if ratified by both parties, shall become a part of the official minutes of the BOARD.

1008 The terms and conditions set forth in this Agreement represent the full and complete
1009 understanding and commitment between the parties hereto. The terms and conditions of this
1010 Agreement may be modified by alteration, change, addition to, or deletion only through voluntary,
1011 mutual consent of both parties in a written agreement executed in accordance with the provisions
1012 of this agreement.

1013
1014 The parties hereby acknowledge that the terms and conditions included in this Agreement
1015 represent the full and complete understanding between the parties. The UNION and BOARD, for
1016 the life of this Agreement, each waives any obligation or authority to modify or to bargain
1017 collectively with respect to any subject or matter known to the parties at the time this Agreement
1018 was negotiated or signed, except with the written mutual consent of both parties, such matter may
1019 be discussed and the Agreement modified.

1020
1021 Should a court of competent jurisdiction, declare any article, section, or clause of this Agreement
1022 illegal, then that article, section, or clause shall be deleted from this Agreement to the extent that
1023 it violates the law. The remaining articles, sections, and clauses shall remain in full force and
1024 effect for the duration of this Agreement.

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1026
1027

1028 **Article XXV - Fair Share**

1029
1030 All eligible employees covered by this Agreement who are not members of the UNION,
1031 commencing on the effective date of this Agreement, or upon their initial employment, and
1032 continuing during the term of this Agreement, and so long as they remain nonmembers of the
1033 UNION, shall pay to the UNION each month their fair share of the costs of the services rendered
1034 by the UNION that are chargeable to nonmembers under state and federal law.

1035
1036 The UNION shall certify to the BOARD a fair share amount not to exceed the dues uniformly
1037 required of members in conformity with federal and state law and labor board rules.

1038
1039 Such fair share payment by nonmembers shall be deducted by the DISTRICT from the earnings
1040 of the nonmember employees and remitted to the UNION within ten (10) workdays of said
1041 deduction unless required to remit a fee to the Labor Board for escrow.

1042
1043 The BOARD shall cooperate with the UNION to ascertain the names of all employee nonmembers
1044 of the UNION from whose earnings the fair share payments shall be deducted and their work
1045 locations and shall provide the UNION space to post a notice concerning fair share.

1046
1047 The BOARD and UNION shall comply with the rules of the Labor Board concerning notice,
1048 objections, and related matters contained in its fair share rules.

1049
1050 Upon adoption of any UNION internal appeal procedure, the UNION shall supply the Board with
1051 a copy. In addition, the UNION shall advise the BOARD of subsequent changes therein.

1052
1053 The UNION shall indemnify and hold harmless the BOARD, its members, officers, agents, and
1054 employees from and against any forms of liability that shall arise out of, or by reason of action
1055 taken by the BOARD for the purposes of complying with the provisions of this Article, or in reliance
1056 on any list, notice, certification, affidavit, or assignment furnished by the UNION under any such
1057 provisions. The UNION shall not be responsible for the attorney's fees of any attorney for the
1058 DISTRICT other than the attorney employed and supervised or directed by the UNION.

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If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the UNION and the BOARD agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

Article XXVI - Term of Agreement

The term of this Agreement shall be from September 1, 2013 to June 30, 2017.

FOR THE UNION:

FOR THE BOARD:

Date: _____

Date: _____