

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CENTRAL SCHOOL DISTRICT #104

AND

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

2008-2010

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ARTICLE I-PREAMBLE

This Agreement is made and entered into between the Board of Education, Central School District #104 (hereinafter referred to as “Board”) and the Central Teachers’ Association, Local 4673, AFT/IFT (hereinafter referred to as “Union”).

It is the intent and purpose of the parties, by entering this Agreement, to maintain and promote the relations among the Board of Education, the administration, and the school district teachers.

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of Central School District #104 and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement or State laws and the National laws.

ARTICLE II-BARGAINING AGENT/RECOGNITION

The Board of Education of Central School District #104 recognizes the Central Teachers’ Association as the sole and exclusive bargaining agent for all regularly employed full-time certificated employees, including the School Nurse and the School Social Worker, but excluding all managerial, supervisory, confidential, and short-term employees, including the Superintendent, Principal and the Teacher Aides all as used or defined in the Illinois Educational Labor Relations Act.

ARTICLE III - NEGOTIATIONS: OPENING PROCEDURES

A. Committee Membership

1. Each negotiating committee shall be comprised of not more than four (4) members, including alternates, appointed by the Union, and not more than four (4) members, including alternates, appointed by the Board. The Union and the Board shall be limited to no more than four (4) representatives at any negotiating meeting.
2. The parties agree that their negotiating teams shall be duly authorized representatives and shall negotiate in good faith with respect to the provisions of this Agreement. Each party shall elect its own representatives.
3. In the event a designated representative(s) is unable to attend, an alternate(s) may attend; the alternate(s) must be so designated at the first meeting of the Union and the Board negotiating committees.

B. Meetings

No earlier than April 1 or later than July 1 of the year this Agreement terminates, the Union and the Board shall each inform the other by written notice of the names of the members of the bargaining committee, and they shall list suggested dates for the start of negotiations and the exchange of desired changes, if any.

C. Tentative Agreements

1. Tentative agreements are subject to ratification by members of the Union and the Board in accordance with this Agreement.
2. Tentative agreement items will not go into effect until an agreement has been reached on all items negotiated.

D. Impasse

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

E. Information

Upon written request, the Board shall make available any information and records normally available and open to the public, in compliance with the Illinois Freedom of Information Act. A fee will be charged for copies of this information. Nothing herein shall require the administrative staff to research and assemble information for the Union.

ARTICLE IV-GRIEVANCE PROCEDURE

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

B. Within five (5) school days of the act or omission which gives rise to the grievance, the grievant shall deliver a written request for a conference to the Superintendent. This conference shall be held within ten (10) school days and shall include the Superintendent, a Union representative, and others directly involved in the grievance. The parties shall attempt to reach a mutually acceptable solution or disposition of the grievance.

- C. If the conference held as per Article 4.B does not resolve the dispute, the grievant shall within ten (10) school days file a written statement of the grievance (including the Article alleged to have been violated) with the Superintendent and the Union President; the Superintendent shall respond in writing within ten (10) school days.
- D. If the Union or grievant wishes to appeal the decision of the Superintendent, it shall do so in writing within ten (10) school days. The appeal shall be sent to the president of the Board of Education, with copies to the Superintendent and the Union President. At the next Board of Education meeting after such written appeal is filed, the Board of Education shall meet to consider said appeal or conduct a hearing. Within ten (10) working days after the hearing, the Board shall communicate its decision in writing to the Union and grievant.
- E. If the dispute is not resolved or disposed of as provided in Article 4.D, then the parties shall seek binding arbitration of the dispute.
 - 1. Within thirty (30) days of the denial by the Board, the parties shall seek from the American Arbitration Association a list of arbitrators, to be selected according to the rules of the American Arbitration Association.
 - 2. The parties shall jointly and in writing contact the arbitrator to inform him/her of the selection and to arrange the time and location of the arbitration hearing.
 - 3. The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Union, and his/her interpretation of the meaning or application of the express relevant language of the Agreement and not contrary to state and federal law.
 - 4. Expenses for the arbitration services shall be borne equally by the Board and the Union
- F.
 - 1. Bypass- if the Board of Education and the Union mutually agree, any step of the grievance procedure may be bypassed.
 - 2. Resolution – By mutual agreement, a grievance may be settled at any step of the procedure without establishing precedent.

ARTICLE V-NORMAL SCHOOL YEAR

The school calendar of days shall include a minimum of five (5) and a maximum of ten (10) emergency days which, if not used, shall be dropped off at the end of the year. The remaining days in the calendar shall consist of a minimum of 176 student attendance days. Up to a maximum of five (5) days of the school year calendar may be used for approved teacher institute days. In the event that all five (5) days are not used for that purpose, the days not used shall be used for student attendance in the school year calendar.

Regardless of the length of the school year as described above, the Social Worker and Music Teacher shall be employed five (5) work days prior to the start of school and five (5) work days following the end of school in addition to all of the days referenced above. Compensation for these additional days shall be paid at the Social Worker's and Music Teacher's per diem, calculated by dividing the scheduled salary amount by 181.

ARTICLE VI-PROFESSIONAL DAY

The professional day for teachers shall be seven (7) hours. In order to accommodate the District's desire to have staggered start and end times for students, the professional day for teachers shall not begin before 7:30 a.m. or end after 3:30 p.m.

The District agrees to staff the early start and late end times as follows:

1. The District will seek qualified volunteers first;
2. If no bargaining unit member(s) volunteer, the most senior qualified bargaining unit member shall have the first right of refusal to fill the staggered start/end time;
3. Qualified bargaining unit members may agree to rotate the early start/late end schedule on a yearly basis in lieu of #1 and/or #2 above. Bargaining unit members shall not be required to rotate their staggered schedule.

Each teacher whose duties require attendance at the school for four (4) or more clock hours in any school day shall be entitled to and be allowed a duty free lunch period equal to the regular school lunch period but not less than thirty (30) minutes in each school day; all as per Chapter 122, Section 24-9 of Illinois Revised Statutes.

The District may hold five (5) two (2) hour school improvement meetings during the school year. Said meetings shall be held on school days. Joint elementary and middle school meetings shall begin fifteen (15) minutes after the first dismissal of students. Individual building school improvement meetings shall begin fifteen (15) minutes after the dismissal of students in that building. A tentative schedule of the five (5) meetings shall be given to bargaining unit members during the first full month of school.

ARTICLE VII-TEACHER EVALUATION

- A. Teacher evaluation procedures shall be done according to the Teacher Evaluation Plan and/or Article 24A-6 of the School Code. The primary purpose of the Teacher Evaluation Plan in District #104 is the improvement of the quality of instruction. Teacher evaluation methods, instruments, descriptions, and procedures used in District #104 have been developed and approved by the Illinois State Board of Education in accordance to the Rules and Regulations of the State Board of Education and Article 24A of the Illinois School Code.
- B. Any modifications of the District #104 Teacher Evaluation Plan will be filed after negotiations between the Union and the Board and/or the Board's designee.

ARTICLE VIII-NORMAL TEACHING ASSIGNMENT

- A. Members of the bargaining unit shall not be required to perform lunchroom duty, unless such lunchroom duty is necessary to complete a bargaining-unit member's full-time assignment. Regular K-6 classroom teachers shall not have lunchroom duty, and teachers in a departmental setting (currently grades 7 and 8) where a teacher has less than full-time assignment, the District can add lunchroom duty.
- B. Staff members are employed by and for the District. Assignment of staff members to specific positions is the responsibility of the Superintendent. Instructional personnel shall be assigned by the Superintendent on the basis of the needs of the District, on the employee's qualifications, and on the employee's expressed desires, in that order of priority. In consideration of the needs and in the best interest of the District, the Superintendent may transfer a staff member to a different assignment. Prior to the transfer of any staff member, the Superintendent shall have a conference with the staff member involved.

Staff members may request changes of assignment. These requests will be reviewed and evaluated by the Superintendent who will make the decision based on the best interests of the district.

In the case of vacancies in new or existing position, consideration will be given to current employees. Teachers shall be informed of any vacancies. During the school year, vacancies will be posted for ten (10) working days prior to a vacancy being advertised to the public. During the summer months, notices of vacancies will be mailed to employees.

- C. Teachers required to work more than seven (7) hours a day to assist with before and after school activities shall be paid \$27.50 per hour in school year 2008-2009, and \$30.00 per hour in school year 2009-2010. Such before and after school activities include, but are not limited to, playground supervision, detention, and supplemental instruction.

The District will cause as many IEP meetings (including but not limited to multi-disciplinary meetings and the tri-annual re-evaluations) as possible to be scheduled during the professional day. The District acknowledges that the teachers' expectation is that at least fifty percent of said IEP meetings can be scheduled during the professional day.

ARTICLE IX-INSURANCE

The Board shall pay 100% of the employee only premium for health, hospitalization and life insurance. Family membership may be added through a payroll deduction plan. In the case of a husband and wife combination working within Central School District #104, the husband and wife will have an option to accept single coverage as offered to other staff members or the single premium may be applied toward the family coverage premium. In no case will an employee be given a monetary rebate in lieu of the premium amount. Any change by the insurance carrier will not be grievable.

ARTICLE X-EXTRA-CURRICULAR PAY SCHEDULE

	<u>2008-2010</u>
Science Fair (K-5 and 6-8)	\$550 each
Head Volleyball (6-8)	\$1,625
Assistant Volleyball (6-8)	\$1,325
Head Basketball (boys & girls) (6-8)	\$1,700
Assistant Basketball (boys & girls) (6-8)	\$1,400
Co-Ed Soccer (6-8)	\$1,325
Softball (6-8)	\$1,325
Baseball (6-8)	\$1,325
Track (boys & girls) (6-8)	\$1,075
Cheerleading (6-8)	\$1,400
Scholastic Bowl (6-8)	\$925
Young Astronauts (K-5 and 6-8)	\$600 each
Young Scientists (K-5 and 6-8)	\$600 each
Student Council (1-3 sponsors max.) (6-8)	\$500 each or \$1,300 for one person
Music (band & choral) (6-8)	\$1,375
Yearbook (K-5 and 6-8)	\$700 each
Chess Team (6-8)	\$600
Bowling (6-8)	\$700 each

SAP team shall consist of five (5) members (four (4) members to be paid) those of whom will be selected by the building principal. The SAP team will meet every Thursday morning from 7:15 a.m. – 7:45 a.m. Minutes will be taken and copies of these will be provided to all SAP members and the district Superintendent.

Notification of extra curricular vacancies will be posted for all regular staff members in the teachers' work areas and on the bulletin board outside the office. Qualified regular

staff members as well as other applicants may be interviewed and a recommendation will be made by the administration to the Board of Education. The Board is not obligated to offer the above programs or to fill all of the above positions.

ARTICLE XI-LEAVES

A. Leaves of Absence Without Pay for Tenured Teachers

A leave of absence without pay may be granted to a tenured teacher for a period not in excess of one school term as defined in the Illinois School Code. All accumulated benefits and rights of employment previously granted shall be reinstated upon return. Said leave, if desired, should be requested no later than sixty (60) days prior to the end of the preceding school term. The teacher on leave shall give notice of intent to return by registered mail at least ninety (90) days prior to the end of the school term. Failure to provide notice of intention to return is equivalent to a resignation.

- a. If a leave is desired, a tenured teacher shall arrange a meeting with the Superintendent. The purpose of the meeting shall be to determine an agreement plan for the leave which will be presented to the Board of Education for approval.
- b. Teachers granted a leave of absence may make arrangements to continue the school district's insurance program at their expense. Insurance premiums will be assumed in full by the teacher during the leave and up to the time he/she actively resumes teaching.
- c. Granting of a leave of absence will be made on an individual basis and in no way will establish a precedent for the granting of future leaves.
- d. Should said leave be denied, reasons shall be provided to the teacher in writing.
- e. In the case of leaves without pay which follow a sick leave for maternity purposes, said leave will begin on either the agreed upon date or the first date the employee is able to return to active duty, whichever is later. The leave without pay does not reduce an employee's right to use FMLA leave.

B. Leaves of Absence for Court/Jury Duty

A court/jury duty leave of absence shall be granted to a teacher with no loss of pay except that a deduction equal to the amount received for such court/jury duty will be made by the district.

C. Educational Leaves

The leave must cover the full school calendar year and comply with the provisions in Article 12.1.

D. Sick Leaves

As per Illinois Revised Statutes, Chapter 122, Section 24-6, teachers shall receive fourteen (14) sick days per year. Two (2) of these fourteen (14) days may be used for personal leave. One (1) of these fourteen (14) days may be used as an emergency day. Personal leave may be utilized in half (1/2) day increments. Advance notice for personal leave shall be submitted to the Superintendent or his designee at least three (3) days in advance of the requested personal leave day. The District recognizes that there will, from time to time, need to be exceptions to the three-day advance notice rule, and agree to waive the said rule in the case of emergencies. A personal leave day may not be used during the first week or the last week of the school year or the day before of the day immediately after a scheduled school holiday or vacation period unless an emergency develops and the Superintendent or his designee gives approval. No more than three (3) union members per building may use a personal day on any one day.

Unused sick/personal leave shall accumulate to a total three hundred and forty (340) days.

After exhausting sick leave, he/she shall be allowed not more than sixty (60) days of unpaid sick leave; the teacher may apply to the Board of Education for extensions, if necessary.

E. Attendance Incentive

Teachers who have leave available under the preceding Section D, but who use no such leave for an entire school year, shall at the end of the school year receive an attendance incentive of \$200, plus Board-paid TRS and THIS. Teachers who have leave available under the preceding Section D, but who use some leave, not to exceed one full day, shall at the end of the school year receive an attendance incentive of \$100, plus Board-paid TRS and THIS.

F. Bereavement Leave

In the event of a death in the immediate family of a bargaining unit member, the member shall be granted two (2) paid days off for funeral/memorial services. Such days shall not be deducted from sick or personal leave. Immediate family shall be defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, uncle, aunt, nephew, niece, life partner and legal guardians.

G. Parental Leave

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

ARTICLE XII-TUITION REIMBURSEMENT

Section 1: Undergraduate and Graduate Hour Credit

Teachers who earn undergraduate or graduate hour credit may be reimbursed for the cost of the class(es) including an extended workshop(s), up to a maximum of the cost of six (6) credit hours (three (3) credit hours per semester) at SIU-E per school year. (September 1 through August 31). To be eligible for reimbursement of summer school classes, teachers must return to their assigned teaching position the next school year.

The benefit shall not accumulate from year to year.

A. Undergraduate Credit

Teachers who earn undergraduate hour credit shall be reimbursed for the above stated class(es) provided the following requirements have been met:

1. The teacher shall present, in advance, a request for course subject(s) approval to the Superintendent.
2. The Superintendent may accept or reject the course(s) based on its pertinence to the area of education or as the course(s) relates to the subject(s) taught.
3. Once advance approval for the course(s) is given and the course(s) is taken, the following conditions must be met prior to the teacher receiving reimbursement:
 - a. All hours must be earned at an institution of higher education.
 - b. Satisfactory completion of the course(s)/activity must be demonstrated.
 - c. Receipt showing payment for course/activity.
4. Tuition waivers exclude reimbursement for course work taken.
5. No horizontal salary advancement will be granted for undergraduate course(s).

B. Graduate Hour Credit

Teachers who earn graduate hour credit shall be reimbursed and advanced on the salary schedule provided the following requirements have been met:

1. The teacher shall present, in advance, a request for course subject(s) approval to the Superintendent.
2. The Superintendent may accept or reject the course(s) based on its pertinence to the area of education or as the course(s) relates to the subject(s) taught.
3. Once advance approval of the course(s) is given and the course(s) is taken, the following conditions must be met prior to the teacher receiving the appropriate salary schedule placement:
 - a. All hours must be earned at an institution of higher education.
 - b. Satisfactory completion of the course(s)/activities must be demonstrated.
 - c. An official transcript from the university demonstrating successful completion must be filed in the District's administrative office no later than November 1, for the first semester and February 1 for the second semester.
 - d. Teachers shall be advanced to the appropriate earned step on the salary schedule only at the beginning of the academic year or at the beginning of the second semester.

Section 2: Professional Development

1. The District shall notify staff of the availability of the in-service programs and the amount of CPDU credit that will be granted for attendance. Attendance at any in-service offered outside the regular workday shall be voluntary.
2. Teachers who obtain National Board for Professional Teaching Standards certification shall receive a salary schedule differential of five percent (5%) in addition to the amount shown for that teacher on the applicable salary schedule. Bargaining unit members who have turned in a retirement notice to the district, and is in his/her final four (4) years of teaching, is not eligible for this benefit.

ARTICLE XIII-ACCESS TO PERSONNEL FILES

The district shall grant an employee access to his/her personnel records at least two times in a calendar year. Access to the employee's personnel records shall be according to the following guidelines:

1. The employee shall submit a written request to inspect his/her personnel records to the Superintendent or the Superintendent's designee.
2. The Superintendent or the Superintendent's designee shall provide the employee the opportunity for inspection of the requested records within seven (7) working days after the request. If such a deadline cannot reasonably be met, the employer shall have an additional seven (7) days to comply.
3. The employee shall inspect the personnel records at the District's administrative office during normal working hours or at another time mutually convenient to the employee and the Superintendent or the Superintendent's designee.
4. Inspection of personnel records shall be conducted under the supervision of a responsible staff member.
5. Neither an employee nor his/her designated representative shall have access to records which are treated as exceptions in the Employee Records Act.
6. The employee may copy material maintained in his/her personnel record. Payment for record copying shall be based on the District's actual cost of duplication.
7. Should the employee demonstrate his/her inability to inspect the personnel records in person, the district shall mail a copy of a specific record(s) upon request.
8. If either the district or the employee knowingly places false information in the employee's personnel record, the employer or the employee, whichever is appropriate, shall have remedy, including legal action to have that information expunged.
9. Should the employee be involved in a current grievance against the district or involved in any other contemplated proceedings against the district, the employer may designate, in writing, a representative who has the authority to inspect the personnel records under the same right as the employee.

10. The district shall not release any part of a personnel record to a third party unless when authorized by law.

ARTICLE XIV-TRAVEL COMPENSATION

The Board of Education shall reimburse employees for transportation to required meeting, conferences and workshops deemed necessary to staff performance at the then current IRS mileage rate per mile.

ARTICLE XV-SALARY

The salary schedules shall be shown in Appendices A and B.

The Board of Education shall pick up and pay the employee's contribution to the Illinois Teacher's Retirement System, currently set at 9.4%. The TRS contribution is included in the salaries listed in Appendices A and B. The Board of Education shall additionally pay the employee's contribution to THIS, currently set at 0.84%.

ARTICLE XVI-LONGEVITY

Beginning in an employee's first year off the salary schedule, but not earlier than Step/Yr 25, employees will receive an additional \$500.00 for each year off the schedule added to their salary to a maximum longevity bonus of \$3,000.00 in an employee's sixth (6th) and subsequent years off the salary schedule.

ARTICLE XVII-NO STRIKE/NO LOCKOUT

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

During the term of this agreement, the employer shall not lock-out the employees.

ARTICLE XVIII-EARLY RETIREMENT INCENTIVE

- A. Bargaining unit members with at least thirty-five (35) years of service in teaching and who will be eligible to retire without an ERO penalty with the Illinois Teacher's Retirement System (TRS), will be eligible for the Early Retirement Incentive set forth in this Article, based upon satisfaction of the following conditions:
 1. The bargaining unit member must submit a written, irrevocable retirement notice effective after the conclusion of 2008-2009 school year or the 2009-2010 school year;

2. The retirement notice must be submitted before October 1st of the initial school year to which the provisions of this Article would apply.
 3. The bargaining unit member must be eligible to retire under TRS rules on the effective date of retirement;
 4. The bargaining unit member must work or use earned leave until the conclusion of the bargaining unit member's final school year of teaching as indicated on the original retirement notice, and may not quit or retire prior to the effective date of the retirement notice, unless the District Board of Education grants specific permission otherwise for extraordinary reasons on a non-precedential basis.
- B. Compensation for bargaining unit members who satisfy the foregoing conditions shall be as follows:
1. If the written, irrevocable retirement notice is submitted before October 1st of the 2008-2009 school year with retirement effective at the conclusion of the 2008-2009 school year, the eligible retiring bargaining unit member's salary/creditable earnings for the 2008-2009 school year shall increase by six percent (6%) from that bargaining unit member's creditable earnings reportable to TRS in the prior year.
 2. If the written, irrevocable retirement notice is submitted before October 1st of the 2008-2009 school year with retirement effective at the conclusion of the 2009-2010 school year, the eligible retiring bargaining unit member's salary/creditable earnings for both the 2008-2009 school year and the 2009-2010 school year shall each increase by six percent (6%) from that bargaining unit member's creditable earnings reportable to TRS in the prior year.
 3. If the written, irrevocable retirement notice is submitted before October 1st of the 2009-2010 school year with retirement effective at the conclusion of the 2009-2010 school year, the eligible retiring bargaining unit member's salary/creditable earnings for the 2009-2010 school year shall increase by six percent (6%) from that bargaining unit member's creditable earnings reportable to TRS in the prior year.
- C. Notwithstanding any contrary provision in this Agreement, this Article XVIII shall sunset upon the expiration of the term of this Agreement, meaning that this Article XVIII shall be automatically deleted and shall have no further effect after August 31, 2010. Nothing in this provision otherwise operates to obligate the District to provide an Early Retirement Incentive for bargaining unit members beyond the term of this Agreement (August 31, 2010), and any future implementation of such an Early Retirement Incentive shall be subject to negotiation and agreement by the parties.

ARTICLE XIX—COMPENSATION LIMITATION/PROHIBITION ON TRS EMPLOYER CONTRIBUTION.

- A. Notwithstanding any contrary provision in this Agreement, no bargaining unit member within ten (10) years from retirement eligibility with Illinois Teachers Retirement System (TRS) under Illinois law shall receive compensation that contributes to cause and/or result in an increase in creditable earnings reportable to TRS in excess of six percent (6%) from that bargaining unit member's creditable earnings reportable to TRS in the prior year, or otherwise contributes to cause and/or result in a salary increase in excess of six percent (6%) in the bargaining unit member's final average salary for purposes of calculating retirement benefits from TRS, unless such excess compensation is exempt from the determination of the requirement/imposition of an employer contribution, penalty and/or additional liability/obligation of the District under Illinois law and/or TRS Administrative Rules. To the extent that any provision of this Agreement would result in the requirement/imposition of an employer contribution, penalty and/or additional liability/obligation of the District to TRS under Illinois law (ie. 40 ILCS 5/16-158(f) or such other similar statutory provision) and/or TRS Administrative Rules, such provision shall be construed to avoid any such employer contribution, penalty and/or additional liability/obligation of the District to TRS under Illinois law and/or TRS Administrative Rules.
- B. At the beginning of each school year, the District, with input from the Union, will develop a list of bargaining unit members within ten (10) years from retirement eligibility with TRS under Illinois law, along with their creditable earnings for the prior year. If a bargaining unit member is contemplated under this Agreement to receive creditable earnings for the current year beyond six percent (6%) over the bargaining unit member's creditable earnings for the prior year, that bargaining unit member's contemplated salary shall be automatically reduced to achieve creditable earnings of no more six percent (6%) over the bargaining unit member's creditable earnings for the prior year. Nor shall the District knowingly assign additionally-compensated work to bargaining unit members within ten (10) years from retirement eligibility with TRS under Illinois law if such additional compensation would increase the bargaining unit member's creditable earnings for the current year beyond six percent (6%) over the bargaining unit member's creditable earnings for the prior year, unless such excess compensation is exempt from the determination of the requirement/imposition of an employer contribution, penalty and/or additional liability/obligation of the District under Illinois law and/or TRS Administrative Rules.
- C. Both parties agree to re-open negotiations, limited to the provisions impacted by the aforementioned 6% limitation on annual increases in creditable earnings reportable to TRS if, during the term of this Agreement, any new interpretations become available from TRS that create a substantive change in the interpretation

of the types of income subject to the aforementioned 6% restriction, or should new legislation be enacted that substantially modifies the interpretation and/or implementation of the aforementioned 6% restriction.

ARTICLE XX-EFFECT OF AGREEMENT

When tentative agreement is reached on all matters being negotiated, a written tentative agreement shall be submitted to the Union membership and the Board of Education for ratification. Such document, if ratified by both parties, shall become a part of the official minutes of the Board.

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

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

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

ARTICLE XXI-FAIR SHARE

1. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain nonmembers of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to nonmembers under state and federal law.
2. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and labor Board rules.
3. Such fair share payment by nonmembers shall be deducted by the Board from the earnings of the nonmember employees and remitted to the Union within ten (10) work days of said deduction unless required to remit a fee to the Labor Board for escrow.

4. The Board shall cooperate with the Union to ascertain the names of all employee nonmembers of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.
5. The Union and the Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.
6. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.
7. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions. The Union shall not be responsible for the attorney's fees of any attorney for the employer other than the attorney employed and supervised or directed by the Union.
8. 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 XXII-TERM OF AGREEMENT

The term of this Agreement shall be from August 31, 2008 to August 31, 2010.

FOR THE UNION:

FOR THE BOARD OF EDUCATION:

Date: _____

Date: _____