

**THE BOARD OF EDUCATION  
LEMONT-BROMBEREK COMBINED SCHOOL DISTRICT 113A**

**AND**

**LEMONT-BROMBEREK COUNCIL OF AFT LOCAL 604  
AMERICAN FEDERATION OF TEACHERS, IFT/AFT, AFL-CIO**

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**ARTICLE I**  
**RECOGNITION**

1.1 Recognition

The Board of Education of Lemont-Bromberek Combined School District Number 113, Cook and DuPage Counties, Illinois (hereinafter the "Board") recognizes the Lemont-Bromberek Council of Local 604, American Federation of Teachers, AFL-CIO (hereinafter the "Union") as the sole and exclusive bargaining agent for all full-time and part-time District certified teaching staff, speech/language pathologists, counselors and social workers and excluding District staff psychologists. The term "teacher" when used herein shall refer to those employees represented by the Union in the bargaining unit as defined above.

1.2 Scope

The Board and Union agree to negotiate in good faith with respect to wages, hours, terms, and conditions of employment as required by law, provided that the obligation to negotiate in good faith does not compel either party to agree to a proposal or require the making of a concession.

1.3 Partial Invalidity

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement, shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within a reasonable time following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

1.4 Terms and Conditions

The terms and conditions set forth in this Agreement represent the full and complete understanding between the Board and Union. The terms and conditions of this Agreement may be modified only through the written mutual consent of the Board and the Union.

**ARTICLE II**  
**UNION - BOARD RELATIONS**

2.1 School Facilities and Equipment

The Union will be able to hold meetings for teachers on District property upon approval of the Administration. To avoid conflict, 48-hour notice shall be given. The Union shall be allowed reasonable use of office machinery and other school equipment. The Union shall be provided use of bulletin boards and teacher mailboxes in each building. When equipment is available, members may use equipment to work on Union business during duty free time. Union meetings shall be scheduled for times outside of the Work Day as defined in Section 4.2, except that Union meetings may be scheduled for Institute or in-service days or on half days at times when students are not in attendance, so long as they do not interfere or conflict with staff development activities. The Union shall reimburse the District for any supplies used.

## 2.2 Board Information

The Union will be supplied with the Agenda, copy of the monthly bills, administrative budget summary, and statement of position prior to the Board meeting. A copy of the tentative and final District budgets will be given to the Union prior to the meeting at which action is to be taken by the Board.

## 2.3 School Board Meetings

If the Union wishes to be placed on the Agenda for a Board meeting, this request shall be made in writing and shall state the specific reasons for such request. The request shall be made before the Friday prior to the Board meeting in question.

## 2.4 Union Presentation

The Union President, or designee, shall be placed on the program for orientation of new teachers for brief professional remarks upon request.

## 2.5 Management Rights

The Board retains and reserves unto itself all powers, rights, duties, and responsibilities to manage the District conferred upon and vested in it by the law, except to the extent expressly and specifically limited by this Agreement.

It is expressly recognized, merely by way of illustration and not by way of limitation that such powers, rights, duties, and responsibilities include, but are not limited to:

- A. Full and exclusive control of the management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction, and determination of the size and type of its working forces;
- B. The right to determine the work to be done and the standards to be met by teachers covered by this agreement;
- C. The right to change or introduce new operations, methods, processes, means, or facilities, and the right to determine whether and to what extent work shall be performed by teachers;
- D. The right to hire, establish, and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release, and lay off teachers; and
- E. The right to determine the qualifications of teachers and to suspend, discipline, and discharge teachers for good cause, and otherwise to maintain an orderly, effective, and efficient operation.

## 2.6 No Strike Agreement

Neither the Union nor any of its members nor its agents nor any of its teachers, for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or picketing in any manner which would disrupt the operation of the school.

## 2.7 Dues Deduction

The Board will deduct from the regular paycheck of each teacher from whom it receives written authorization to do so, the required amount of Union dues. The dues and a list of teachers from whom dues have been deducted and the amount deducted from each shall be forwarded to the Union treasurer no later than ten (10) working days after such deductions were made. Deductions shall continue unless and until the authorization is withdrawn by the teacher by written notification to the Superintendent.

## 2.8 Superintendent/Union President Meetings

The Superintendent and Union President will meet every other month for the purpose of 1) communicating, sharing, and suggesting solutions to District-wide problems, and 2) discussing ways to continually improve the educational program. The agenda for these meetings shall be presented to the Superintendent at least one week prior to the Superintendent/Union President meeting. The Superintendent may add items to the agenda and will share a copy of the agenda with the Union President no later than 72 hours prior to the meeting.

It is understood by the Union and the Board that these meetings will not establish policy. These meetings also will not engage in collective bargaining.

The Union and the Board expressly understand and acknowledge that the discussions, deliberations, compromises, resolutions, and agreements reached by the Superintendent and Union President are not intended to be subject to the grievance procedure or binding arbitration.

## 2.9 Fair Share

All teachers who are not members of the Union, commencing on the effective date of this Agreement, or thirty (30) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members 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 non-members under state and federal law.

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member teachers and remitted to the Union, provided, however, that:

1. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board ("IELRB"); and
2. The Union has annually certified in writing to the Board (a) the amount of such fair share fee and (b) the fact that the notice required in (1) above has been posted.

The Board shall cooperate with the Union to ascertain the names of all non-members of the Union from whose earnings the fair share payments shall be deducted.

The Union shall prepare a notice containing the fair share fee information as required by the rules and regulations of the IELRB, advising that any non-members may file an objection to the fee with the IELRB (with a copy served on the Union) at any time before the expiration of this Agreement, in accordance with the rules and regulations of the IELRB. The parties recognize the

right of teachers to object to the amount of the fair share fee and that such objections shall be handled under rules and regulations now in effect or adopted later by the IELRB.

The parties recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the Illinois Educational Labor Relations Act ("IELRA"). If a non-member teacher asserts the right of non-association under Section 11 of the IELRA, he/she shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon the teacher and the Union. If the teacher and the Union do not agree on the matter, a charitable organization shall be selected from a list established by the IELRB under its rules.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other 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 Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

### **ARTICLE III** **GRIEVANCE PROCEDURE**

#### **3.1 Definition**

A grievance is defined as a complaint that there has been a violation, misinterpretation, or misapplication of a specific provision of the agreement. No grievance shall be entertained unless the grievance procedure is initiated within (14) calendar days of the occurrence of the event giving rise to the grievance.

#### **3.2 Procedure**

The following are the steps for the handling of grievances:

**Step 1.** A complaint shall first be discussed with the complainant, the building principal and the person(s) against whom the complaint is registered with the object of resolving the matter informally. The Union grievance representative may attend the meeting, if desired by the complainant. Both parties shall initial a statement that this meeting was held.

**Step 2.** The grievant shall file the grievance in writing with the Building Principal within seven (7) calendar days of the completion of Step 1. The Building Principal shall confer with the grievant in an attempt to resolve the grievance within seven (7) calendar days of the receipt of the grievance. A decision in writing shall be rendered to the grievant within seven (7) calendar days of the conference.

**Step 3.** If a satisfactory disposition of the grievance is not reached at Step 2, the grievant may appeal to the Superintendent in writing within seven (7) calendar days after receipt of the decision of the Building Principal. The Superintendent shall hold a conference within seven (7) calendar days after the receipt of the appeal, and a written decision shall be rendered by the Superintendent within seven (7) calendar days after the conference.

Step 4. If a satisfactory disposition of the grievance is not reached at Step 3, the grievant may appeal to the Board of Education by filing a written appeal with the Superintendent, with a copy to the Secretary of the Board, within seven (7) calendar days after receipt of the Superintendent's decision. The Board of Education shall consider the grievance at the next regular Board meeting following the date of receipt by the Superintendent of the appeal. The grievant may present a written statement of the grievance to the Board or may address the Board in closed session at its next regularly scheduled meeting. If granted, the hearing will be conducted by the Board. The Board shall render its decision in writing, with a copy to the Union and the grievant, within seven (7) calendar days after the meeting at which the grievance is considered.

Step 5. In the event the grievant is not satisfied with the disposition of the grievance at Step 4, the grievance may be submitted by the Union to binding arbitration within seven (7) calendar days after receipt of the Board's reply at Step 4. The parties shall attempt to agree upon an arbitrator within fourteen (14) calendar days after receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the fourteen (14) calendar day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the voluntary labor arbitrator selection procedures set forth by the American Arbitration Association. The arbitrator shall consider and decide only the specific issues raised in the written grievance and the replies thereto and shall have no authority to make any decision or recommendation on any other issue not so raised. The arbitrator's decision shall be based solely upon interpretation of the meaning or application of the specific terms of this Agreement in light of the facts presented. The fees of the arbitrator, and the cost of attendance of a court reporter, if requested by either party, shall be split between the Union and the Board. All other costs shall be borne by the party incurring the cost unless otherwise mutually agreed.

Each grievance must state the specific provisions of the Agreement alleged to have been violated and the facts upon which the grievant relies to establish the alleged violation. Grievances may not be modified after submission of Step 1. The time limits and procedures for grievance processing must be strictly followed. Failure of the grievant or the Union to meet any time limit shall bar further processing of the grievance. Failure of the Board or the Administration to act in a timely manner shall permit the grievant to proceed to the next step. Any grievance not appealed after denial by the Board or the Administration shall bar later filing of the same or substantially same grievance. A grievant shall have the right to local Union representation at any or all steps of the grievance procedure.

## **ARTICLE IV**

### **WORKING CONDITIONS**

#### **4.1 Calendar**

The School Board shall set the calendar for the District. The salary schedule (Section 7.2) shall apply to a 185-day calendar (176 student attendance days, 4 institutes, and 5 emergency days). If the Board adopts a calendar that exceeds the above, each teacher shall be paid at the rate of 1/180 of his/her yearly salary schedule pay per day. Any docking of pay shall likewise be based upon 1/180 of the teacher's yearly salary schedule pay per day. Docking shall be in increments of full days or half days. If the five (5) emergency days are not used for emergency purposes, they shall not become employee workdays. Prior to making a recommendation to the Board regarding the school calendar, the Superintendent will give the tentative calendar to the Union President. The Union President may make recommendations to the Superintendent regarding the school calendar. If the Union President makes such recommendations to the Superintendent in writing, a copy of the Union President's recommendations shall go to the Board with the Superintendent's recommendation. The Board shall have sole discretion to change or modify the calendar so long as the change or modification does not directly conflict with the provisions of this Section.

#### **4.2 Work Day**

The normal workday for all full-time teachers shall be 7 hours and 30 minutes Monday through Friday. The duty free lunch for all full-time teachers shall be 30 minutes.

Normal workday shall be defined as pupil contact time (that is, time teachers shall be in their classroom and/or in the hallways supervising students), lunch period, preparation and planning periods, and all supervisory and non-supervisory times. Deviations from the normal workday may be such that each teacher workday shall not always include each of the listed activities.

The normal workday for part-time teachers shall be assigned by the District Administration. Part-time teachers will be expected to attend all in-service and institute programs as scheduled with their administrator. Attendance at Parent-Teacher Conferences at their assigned school(s) is required. Part-time teachers shall be paid their hourly rate for attendance at such programs.

The Board shall use its best efforts to provide each full-time teacher with a preparation period or equivalent per day free from student supervision responsibilities. The Administration will also use its best efforts to provide each teacher with the following minimum plan minutes during regular work weeks:

- a. an average of 360 minutes in buildings operating on a "six day schedule" (includes both individual and collaborative time);
- b. an average of 300 minutes in buildings operating on a "five day schedule" (includes both individual and collaborative time).

The minimum average minutes noted above are based upon student enrollment and staffing for the 2006-07 school year. The parties recognize that growth in the District and the resulting enrollment patterns may make it impractical to meet this goal in all cases in the future. Under any circumstances, building and District administration are committed to providing the maximum amount of plan time possible within the constraints of staffing, scheduling, and student enrollment.

The parties agree that any teacher who is assigned a schedule by the Administration for a given school year, which schedule does not provide the minimum individual planning minutes required above, shall receive a stipend of \$1500.00 for that school year or pro ration (based upon the length of time the individual time is lost during the school year) in addition to their scheduled salary. In determining whether the schedule assigned by the Administration requires the payment of this stipend, the Administration's good faith reasonable estimate of the travel time needed for teachers traveling between buildings shall be final. If circumstances arise requiring supervision, said duties shall be equally divided on a rotational basis among all teachers within each building. The additional 30 minutes extending the school day for all teachers, effective in the 2003-2004 school year, is incorporated into teacher planning time in grades K-5, but is incorporated into direct instructional time in grades 6-8.

#### 4.3 Student School Day

The student school day shall be 7 hours in length, grades 5-8, and 6 hours and 30 minutes in grades K-4.

#### 4.4 Faculty Meetings

Faculty meetings may be held normally one day per week before or after school, with the meeting normally running thirty minutes or less. Whenever possible, an agenda will be provided to each faculty member on the day previous to the meeting for the convenience and use in preparation of the teacher.

#### 4.5 Public Complaints

No citizen shall be denied the right to present a complaint about school personnel to the Board. Normally, the complainant shall be requested to discuss the complaint in the following manner:

1. with the teacher(s) involved;
2. Building Principal;
3. Superintendent; and
4. School Board.

If the Superintendent deems it desirable or necessary, the Superintendent may discuss the matter jointly with the teacher and complainant.

If it is necessary for the Board to review the complaint, all parties involved shall be asked to attend, including a Union representative who may speak or otherwise participate at such review. Such review shall be conducted in closed session, unless the Union and the Board agree otherwise.

#### 4.6 Teacher Evaluation

The Board and Union recognize that teacher evaluations are tools for helping to improve teachers' performance and effective personnel management.

The Board and the Union have cooperatively developed an evaluation plan. Prior to implementation of any change to the provisions of the evaluation plan, the administration will notify the Union of the proposed change(s) and, upon request, the parties shall promptly meet to negotiate with regard to such change(s).

Part-time teachers will be included in the evaluation plan.

#### 4.7 Personnel Files

There shall be only one file kept for each teacher. Before any reports, other than credentials and letters of reference, are placed in the file, the teacher shall be given the opportunity to read and initial such papers. In any case, where a teacher disagrees with any such report, the teacher may submit a written statement of specific objection and reason therefore. The teacher's specific objection shall be filed in the folder along with the report in question.

#### 4.8 Teacher Assignments

The Administration shall notify each teacher by May 1 of the teaching assignment for the following year. If any change in assignment occurs thereafter, the Administration shall notify affected teacher(s) when that change occurs.

#### 4.9 Posting of Vacancies

If a vacancy occurs in a teaching position, the vacancy shall be posted by the administration on the District website, in all schools, and a copy of the notice sent to the Union President. However, if the vacancy occurs during the summer vacation period, it will be posted on the District website, at the district office, and a copy will be sent to the Union President.

#### 4.10 Committee Membership

For the good of the District, from time to time, it is necessary that committees of teachers and administrators be formed to work on desired programs, plans, and activities, as a normal responsibility of the job. If asked by the Administration to so serve on a committee, that teacher shall do so, unless unusual circumstances prohibit such service. Teachers in such unusual circumstances must have the approval of the Building Principal in order to be excused from a specific committee's service.

Additionally, it may be necessary that individual teachers or groups of teachers attend meetings or programs related to the district, its programs, or its students. Such meetings or programs may be conducted during the school day, or before or after school.

Reasonable judgment shall be used on the part of the Administration so that no teacher becomes overburdened with committee work.

It is recognized that some committee work may lead to curriculum development as defined by 4.12.

#### 4.11 Professional Growth

The Board of Education of District 113 endorses and encourages all full-time and part-time teachers to participate in college classes to further their professional growth.

#### 4.12 Curriculum Development

- A. The Board recognizes the value of teacher involvement in the development of curriculum and will provide opportunities for collaborative teacher/administrator recommendations in this regard.
- B. Teachers may be offered employment for the specific and sole purpose of the development of curriculum as agreed to by the Teacher and the Superintendent with the intent that the curriculum be implemented across an entire grade level or department or that the curriculum be developed for broad application in the District. Compensation for such work shall be provided as follows:
  - 1. Curriculum Committee work will be performed using release time.
  - 2. Subcommittee work compensation will be either paid at the hourly rate listed in Appendix A for curriculum development or such work will be done using release time. The decision as to whether to offer this work for pay or on release time will be made by agreement of the Superintendent/designee and the writers/developers. Any such agreement will also specify the amount of time anticipated to complete the work.
  - 3. Individual work will be performed by the teacher, who may elect to be paid at the hourly rate listed in Appendix A for curriculum development or to use release time. Prior to beginning such work, the teacher(s) and Superintendent/designee will agree on the amount of time anticipated to complete the work.
- C. Payment shall be made within two (2) pay periods of the time following completion of the curriculum project.

#### 4.13 Relocating

In the event that a teacher is relocated to another place in his/her building or to another building in the District, the teacher shall make the Administration aware of the assistance that he/she will need for the relocation, and the Administration will provide appropriate assistance to ease the relocation.

#### 4.14 Internal Substitution

The administration shall make every effort to obtain qualified substitute teachers at all times. Internal Substitution is defined as the circumstance when a certified staff member is asked to teach a class for an absent or unavailable colleague during what would otherwise be preparation or duty free time. When substitute teachers cannot be obtained, members of the certified regular staff may be used on a per period basis. The administration shall maintain a list of teachers who have volunteered for internal substitution. Involuntary assignments may be made if volunteers are not available. The rate of pay for certified staff internal substitution is listed in Appendix A.

#### 4.15 Overload Compensation

When a teacher is assigned to teach an additional academic class or resource period in lieu of an individual planning period for the entire school year or for a full semester, the teacher shall be compensated for the loss of the individual planning period on a prorated basis of the teacher's base salary, based upon the total teacher workday (i.e. one ninth of base salary at the middle school level; prorated based upon instructional minutes taught at the elementary level). However, the additional responsibilities which serve as the basis for compensation under this clause shall not be used as the basis for compensation under any other clause of this agreement (e.g. Section 4.2, etc.), and provided that the administration shall seek volunteers for such assignments to the extent possible before making an involuntary assignment. Involuntary assignments may be made if qualified volunteers are not available from the staff.

#### 4.16 Class Size

The Board and the Union recognize the importance of and the educational desirability of maintaining class sizes as small as possible. The parties recognize that fluctuations in class size are an unavoidable feature of school conditions in an area of population growth, and the Board shall use its best efforts to take practical measures to ameliorate the stresses on working conditions caused by growth, and to reduce class size when and to the extent practical in consideration of financial and space limitations and the best interests of the District. In determining class sizes, special consideration shall be given to the number of special needs students (i.e. special education, gifted, Title I, and English Language Learners) assigned to a class or team.

### **ARTICLE V** **LEAVES**

#### 5.1 Bereavement Leave

All teachers shall be allowed up to five (5) paid workdays for each incidence of death of a member of the immediate family or household.

The term "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. Those days should be taken within reasonable proximity following the death. However, more flexibility in scheduling the use of such days may be available with the approval of the Superintendent after explanation by the teacher.

#### 5.2 Personal Leave

Except as noted below, each teacher shall be allowed to use two paid days per year for personal leave, with the approval of the Building Principal. Personal leave days for part-time teachers are limited to the length of their normal workday. Personal leave days shall be used for emergencies, religious holidays, or for purposes of attending to personal business beyond the control of the teacher which cannot be conducted during non-school hours or non-school days. Personal leave may not be used to extend a school holiday or vacation period.

A teacher may request permission from the Superintendent to use or schedule personal leave outside of the restrictions noted above after providing an explanation for the request.

Personal leave may not be used in increments of less than one half day at a time. Unused personal leave days shall be added to the teacher's accumulated Sick Leave at the end of the school year.

A teacher may request approval from the Superintendent to use a sick leave day as a third personal leave day. Such request shall include the reason for the need for the third personal leave day. The decision of the Superintendent to grant or deny any such request shall not be precedential or subject to the grievance procedure.

### 5.3 Sick Leave

Each teacher shall be entitled to annual sick leave based upon the teacher's accumulated sick leave as follows:

No. of Accumulated Sick Leave Days	Annual Sick Leave Allocation
Less than 50	10
50 – 74	12
75 and more	15

The determination of the annual sick leave allocation shall be based on the teacher's accumulated sick leave as of the last teacher work day of the previous year. Sick leave may accumulate without limitation. If a teacher does not serve the full term of a work year, the absence allowance shall be prorated in proportion to time served.

The School Board may require a physician's certificate in accordance with the provisions of Section 24-6 of the Illinois School Code.

There shall be paid to each teacher who resigns or retires, in accordance with School Code, from District 113A after ten (10) years, \$20 per day for each unused sick leave day (not used for TRS credit) accumulated in the District, less any sick leave days donated to the Sick Leave Bank.

### 5.4 FMLA (\*SEE CHART)

Eligible Teachers are entitled to leave according to the terms of the Family and Medical Leave Act ("FMLA") subject to the following provisions:

- A. "Eligible Teacher" means a teacher who has been employed by the District for at least twelve (12) months and who has worked at least 1,250 hours during the twelve months preceding the period of the requested leave.
- B. Eligible teachers will be granted FMLA leave up to a total of twelve (12) weeks for one or more of the following conditions:
  - 1. The birth of a child, and to care for the newborn child.
  - 2. The placement with the teacher of a child for adoption or foster care, and to care

for the newly placed child.

3. To care for the teacher's spouse, child, parent or member of the teacher's household with a serious health condition.
4. A serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.
5. For certain qualifying exigencies, as defined by FMLA, arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation.

FMLA leave shall be extended for up to a total twenty-six (26) weeks per twelve (12) month period to care for a spouse, son, daughter, parent or next of kin who is a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty.

- C. The twelve (12) month period in which the twelve (12) weeks of leave may be taken will be calculated under a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. Under this method, each time a teacher takes FMLA leave the remaining leave entitlement would be any balance of the twelve (12) weeks that has not been used during the immediately preceding twelve (12) months.
- D. Teachers taking FMLA leave to care for a child, spouse, parent, member of the teacher's household or the teacher's own serious health condition may use accrued paid sick leave days concurrently with the running of the period of FMLA leave. For that period of FMLA leave for the birth and care of a newborn child during which the teacher is unable to perform one or more of the functions of his or her job, the teacher may use accrued paid sick leave days (for conditions for which sick leave is applicable) concurrently with the running of the period of FMLA leave.
- E. In any case in which the necessity for FMLA leave is based upon an expected birth or placement for adoption, or planned medical treatment for a serious health condition of the teacher, family member, or member of the teacher's household, a teacher will provide the Superintendent with at least thirty (30) calendar days advance written notice of the date the leave is to begin. When the need for FMLA leave is due to unforeseen circumstances and advance notice is not practicable, the teacher will provide notice of the need for such leave as soon as practicable. Whenever feasible, the teacher will provide the Superintendent with at least thirty (30) calendar days advance written notice of intent to return from the leave.
- F. FMLA leaves will be governed by the terms of the Act and the regulations issued by the U.S. Department of Labor, subject to the terms of this Agreement. In the event the Family and Medical Leave Act is repealed, then this Section of this Article will no longer be in force and effect.

## 5.5 Parental Leave (\*SEE CHART)

A teacher shall be permitted a parental leave without compensation and shall be permitted to return as a teacher with the District, subject to the following:

- A. Application for such leave shall be made in writing to the Superintendent at least sixty (60) calendar days prior to the expected start of the leave. This parental leave shall begin on the date agreed upon by the teacher and Superintendent or designee.
- B. The teacher and the Superintendent or designee shall discuss a plan for the commencement and termination of such leave, taking into consideration the continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors relative thereto. The leave shall not exceed the balance of the school year in which it commences plus one additional school year. Only for the purposes of this section, the school year is defined as one year from the first official workday of the school calendar.

The following procedures will be implemented for teachers who are approved for parental leave:

- 1. Parental Leave of Four to Five Months:
  - a. If possible, a substitute teacher will be hired to cover the leave period on a partial year contract at the salary step and lane recommended by the hiring administrator and approved by the Superintendent. The substitute's benefits will be pro-rated based on full-time equivalency.
  - b. An attempt will be made to assign the teacher returning from leave to the position last held at the start of the leave. However, there are no guarantees of a particular assignment upon return from a leave.
  - c. To ensure continuity of instruction for the students, a maximum of two transition days (the substitute and the teacher working together) may be scheduled at the beginning and end of the leave period, as determined by the principal or immediate supervisor. The transition period may be extended by one day under extenuating circumstances as defined by the principal or immediate supervisor.
- 2. Parental Leave of Six Months or Longer:
  - a. If possible, a substitute teacher will be hired for the duration of such leave at the salary step and lane recommended by the hiring administrator and approved by the Superintendent. Benefits will be provided.
  - b. For the school days that the teacher works during the leave year, the teacher will be assigned to one or more of the following positions, as needed by current circumstances and as leave schedules allow:
    - 1) Teach a class or classes to cover a leave taken by another teacher;
    - 2) Provide instructional interventions for individuals, small groups or classes;

- 3) Act as a substitute teacher in the building to which the teacher was most recently assigned; or
- 4) Act in another capacity as mutually agreed between the teacher and her immediate supervisor and as approved by the superintendent/designee.

Such assignments will be at the discretion of the building principal, in consultation with the Superintendent or designee.

- C. Available sick leave may be used for an illness prior to the start of a parental leave. Any accumulated sick leave available at the commencement of the parental leave shall be available to the teacher upon return to employment in the District.
- D. A teacher on leave may continue insurance coverage at his/her own expense if allowed by the District insurance carrier, provided, however, that premiums may be paid per FMLA leave.
- E. No advancement of salary step or addition to years of continuous service will be granted unless the teacher has worked at least one hundred twenty (120) days within the school term. A physician's certification that the teacher is capable of performing his/her duties may be required.
- F. In all instances where a teacher is granted a parental leave as a condition thereof, the teacher shall advise the Superintendent in writing by March 1<sup>st</sup>, prior to termination of such leave, that the teacher intends to return to employment in the next school year.
- G. A teacher who has been granted a parental leave of absence shall not become eligible for a subsequent parental leave under this section unless and until such teacher has returned to full-time service for at least one (1) complete school year, provided, however, that under exceptional circumstances the Board may grant such a leave in its sole, absolute and non-reviewable discretion. The granting or withholding of such leave shall be without precedential effect. Nothing in this section shall prohibit an employee from utilizing the leave provisions of the Family and Medical Leave Act.
- H. Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent in writing upon the initiation of such adoption proceeding. Leave shall be granted upon satisfactory written notification to the Superintendent of the date the child is expected to be received. It is the responsibility of the applicant to keep the Superintendent informed of the proceeding and, as soon as known, the expected date of the delivery to the adoptive parent(s) of the child.
- I. A parental leave shall be granted to a non-tenured teacher by action of the Board, subject to all of the foregoing and to further agreement of the teacher that the period of time of the leave and of any year of employment which shall be less than an entire school term, shall not constitute any of the time necessary for employment prior to achieving tenure and shall constitute a break in service as related to the acquisition of tenure. As a result, upon return from the leave the teacher will assume the status of first year, probationary teacher.

5.6 Coordination of Leaves (\*SEE CHART)

When a teacher contemplates leave in connection with the birth or adoption of a child, the following provisions will apply:

- A. For that portion of the pregnancy and recovery period where the teacher is physically unable to perform the functions of his or her job, the teacher may use paid accumulated sick and personal leave. During this time of disability, the leave will also be considered qualifying FMLA leave.
- B. Beginning with the period of disability preceding the birth of the child, or when the adopted child is received, the teacher may elect to take leave of up to twelve (12) weeks pursuant to the Family and Medical Leave Act, depending upon how much FMLA leave the teacher has used in the twelve months preceding the start of the requested leave. During the period of FMLA leave in which the teacher is unable to perform the functions of his/her job, the teacher may use any accumulated sick and personal leave (for conditions for which sick and/or personal leave is applicable). Upon exhaustion of sick and personal leave, the remainder of the leave shall be unpaid. The teacher will be allowed to continue in the District's health insurance program provided the teacher pays his/her required share of the monthly premium.
- C. A teacher may elect to take parental leave pursuant to Article 5.3 in connection with the birth or adoption of a child. Such leave will be unpaid and will be subject to the terms and conditions of Article 5.3. While sick leave is not available for use during the period of parental leave, any portion of the leave that qualifies for FMLA leave will be deducted from the employee's remaining allotment of FMLA leave. Subject to the approval of the District's insurance provider, a teacher on parental leave may continue to participate in the District's health insurance plan by paying all of the required premiums.

**\* SHORT TERM AND PARENTAL LEAVE OPTIONS**

	<b>Sick Leave (5.3)</b>	<b>Family and Medical Leave Act (5.4)</b>	<b>Parental Leave (5.5)</b>
Eligibility	All teachers	All teachers employed at least one year and who have worked at least 1250 hours during the 12 months preceding the start of the leave	All teachers
Maximum Length	Until sick leave is exhausted	12 weeks during any 12-month rolling period	Remainder of school year plus one additional school year
Application Date	As soon as need for sick leave is known	Foreseeable: 30 days prior to start of leave Unforeseeable: as soon as practicable	No later than 60 calendar days before the expected start of the leave
Return to Work	When sick leave is exhausted or need for leave is removed	Notify District in writing of intent to return 30 calendar days prior to end of leave	Notify District in writing by March 1 <sup>st</sup> of final school years of leave of intent to return to work
Insurance	Premiums paid as though teacher was working	Premiums paid as though teacher was working	Premiums paid by teacher unless part of an FMLA leave
Paid/Unpaid	Paid	Paid if teacher has sick leave available and leave would qualify for sick leave use. Otherwise, unpaid	Unpaid

### 5.7 Sabbatical Leave

Sabbatical leave may be granted only in accordance with the applicable provisions of the Illinois School Code Section 24-6.1.

### 5.8 Jury Duty

A leave of absence with pay shall be granted to any teacher who serves jury duty. Days served on jury duty shall not be subtracted from sick leave or personal leave. Any jury duty pay received shall be retained by the teacher.

### 5.9 Teacher Incapacity

Tenured teachers who fail to perform their assigned duties due to physical or mental incapacity after exhaustion of available sick leave or who are reasonably suspected by the Superintendent of being permanently incapacitated may be considered for an incapacity review by the Superintendent and subject to dismissal or other appropriate action by the Board. This section does not, however, limit the Board or the Superintendent from exercising their authority under Sections 24-5 and 24-6 of the School Code. The following procedures shall apply to incapacity reviews:

- A. Consultation among the teacher, the Superintendent, and the Administrator directly involved with the teacher must take place, if the teacher is reasonably available, to discuss the review. If the Superintendent decides to continue with the review after the conference, the teacher shall be notified in writing with an explanation of the reasons for the review.
- B. At the expense of the District, the Superintendent shall arrange for examination(s) of the teacher with qualified physician(s) of the Superintendent's choice. At his/her own expense, the teacher may arrange for a similar examination. Such examinations must take place within a reasonable period of time after notification of the review to the teacher is made.
- C. If, in the opinion of the two physicians, the teacher's condition is not of an incapacitating nature and will not adversely affect the teacher's ability to perform assigned duties, notification of such shall be given to the teacher and no further steps shall be taken. No documentation pertaining to this procedure shall be placed in the teacher's file.
- D. If, after review by the Administration, any action is to be recommended by the Superintendent to the Board, notice of the recommendation shall be sent to the teacher.
- E. Before any action is taken by the Board, the teacher shall be offered a reasonable opportunity to present facts and pertinent information to the Board in closed session.
- F. The decision of the Board after the review shall be reduced to writing. A copy, including the action of the Board, shall be sent to the teacher. If the Board determines that the teacher is incapacitated, the teacher shall be granted up to one year's leave of absence, with the agreement of the teacher and the Board. Sixty (60) days before the leave terminates, another review under steps B, C, and D above shall be held. If, at that time, new medical documentation shows that the teacher is not incapacitated and is capable of full performance, the teacher shall be reinstated at the termination of the leave in a position of which the teacher is qualified. The leave shall be without pay or other benefits after

available sick leave has been exhausted. A teacher on a leave of absence after exhaustion of sick leave may continue to participate, at the teacher's expense, in the group health insurance plan, as allowed by the insurance company. If the new medical documentation indicates that the teacher is still incapacitated and not capable of full performance, the teacher shall be deemed permanently incapacitated and shall be dismissed.

#### 5.10 Injury on the Job

A teacher absent due to injury on the job shall be entitled to keep any workers' compensation check to which he is entitled under the Workers' Compensation law and shall not be required to use sick leave days for the period of absence.

#### 5.11 Sick Leave Bank

After two full years of employment in the District, any teacher who has accumulated at least twenty (20) Sick Days shall be eligible to participate voluntarily in a "Sick Leave Bank." Any teacher who desires to participate in the Sick Leave Bank shall submit to the Union President written notice of intent to participate on a form provided. Such notice shall be forwarded to the Administration within the first full week of school each year.

Participating teachers shall have deducted from accumulated sick leave two (2) days of credited sick leave as their principal contribution to the Sick Leave Bank. In addition, participating teachers have thereby approved one additional sick leave day to be deducted from accumulated sick leave and contributed to the Sick Leave Bank at a time when the Sick Leave Bank Committee shall deem it necessary to replenish the Bank.

Authorized withdrawals by participating teachers from the Sick Leave Bank shall be made only upon approval of the majority of the members of the Sick Leave Bank Committee. Their decision shall be final, and it shall only occur when the participating teacher's application for such withdrawal has, in fact, depleted his/her sick leave credit and the teacher has been absent without pay for two days. Maximum sick leave credit withdrawals from the bank for any continuing illness shall not exceed the difference between the accumulated sick leave of the applicant as of the date of such illness and a total of 180 working days. Under no circumstances shall withdrawals from the Sick Leave Bank be used to extend a teacher's sick leave beyond the school year in which the illness first commenced.

The Sick Leave Bank Committee shall be composed of eleven (11) members. The members shall include two members of the Teacher's Bargaining Unit from each school, one member of the Support Staff Bargaining Unit, and one non-affiliated or administrative staff member, and the Lemont-Bromberek Council of Local 604 President.

Operating rules and regulations not outlined in this contract for the Sick Leave Bank shall be developed, implemented, and altered when necessary by the Committee. In the event that a majority decision cannot be reached by the Committee, the Board of Education shall make the final determination.

Membership in the Bank shall be voluntary. The Union agrees to indemnify and hold harmless the Board, individual members thereof and its agents and employees from any and all claims, including but not limited to the cost of the defense thereof, resulting from any action taken to effect compliance with this section, provided the Union is served promptly with notice of any such claim and that defense thereof is surrendered to the Union and to Counsel of its choosing.

Any member who is receiving benefits from the Teachers' Retirement System or who is absent for illness due to work-related injuries (which are compensable under the Illinois Workers' Compensation Act) may not avail himself/herself of any benefits of the Bank. Any costs and labor necessary for the operation of the Bank shall be the exclusive responsibility of the Union.

Once a deposit is made by a teacher into the Sick Leave Bank, it cannot be returned except as provided above, and the maximum cumulative number of days shall be reduced permanently by the initial and all subsequent deposits.

A teacher who desires not to voluntarily participate in the Sick Leave Bank will not be eligible to participate until the next school year. Once a teacher has voluntarily agreed to participate, he/she cannot withdraw participation until the beginning of the next school year. If a teacher does not voluntarily participate in the Sick Leave Bank, he/she cannot make withdrawals from the Bank.

## **ARTICLE VI**

### **FRINGE BENEFITS/FULL TIME TEACHERS**

#### **6.1 Health Insurance**

The Board shall maintain a major medical group health insurance plan. The Board shall contribute toward the cost of major medical health insurance up to the maximum amount stated below:

##### **6.1.1 Single Coverage**

The Board will pay the cost of single coverage except that each teacher who elects single coverage shall contribute forty dollars (\$40.00) per month toward the cost of single coverage.

##### **6.1.2 Dependent Coverage**

The Board will pay the cost of dependent (family) coverage except that each teacher who elects dependent coverage shall contribute one hundred ten dollars (\$110.00) per month toward the cost of dependent coverage.

The features of the health insurance plan, the coverage provided, or the employee contribution obligation, shall not be changed for the life of this contract, unless approved by the Board and Local 604 Council.

##### **6.1.3 Cost Sharing**

If the benefit cost as calculated in these negotiations (that is, the total of the fixed cost rates and maximum claims liability rates for single and dependent coverage) increases by a factor of 10% or less in either 2011-12 or 2012-13, the Board will pay such cost increase.

If the benefit cost to the Board as calculated in these negotiations (that is, the total of the fixed cost rates and maximum claims liability rate for single and dependent coverage) increases by a factor of more than 10% in either 2011-12 or 2012-13, the Board and employee shall share the cost of the increase above 10% equally (i.e. 50-50) for the cost of the plan chosen by the employee (i.e. single or dependent).

## 6.2 Insurance Committee

The Board and the Union shall convene a joint, on-going insurance committee consisting of the Council President/designee, Superintendent/designee, District Business Manager, Board member, up to three teachers selected by the Council President, one representative of Council Support Staff and one representative of bus driver/custodian bargaining unit. The parties may include, as needed, resource persons necessary for the committee to complete its task.

The purpose of the committee will be to review the District employee health insurance program and make recommendations, if any, to the Board and the Union relative to changes in plan design, cost containment, cost reduction, or expanded/enhanced coverage. Recommendations from the committee must be approved by the Board and the Union prior to implementation.

The Superintendent and the Union President will cooperate in setting committee meeting agendas, determining the frequency and date of committee meetings and facilitating the committee process, if necessary.

## 6.3 Dental Insurance

The Board shall maintain a group dental insurance plan. The Board shall pay the full cost of single and dependent coverage under the District's dental plan.

## 6.4 Life Insurance

The Board shall provide \$35,000 of group term life insurance to each teacher.

## 6.5 Teacher Retirement

There shall be available for the duration of this Agreement a teacher retirement plan as follows:

### 1. Eligibility:

In order to be eligible to participate in this District retirement plan the teacher must meet each of the following eligibility criteria:

- a. attain the age of 55 upon date of retirement or will attain age 55 within six (6) months of date of retirement; and
- b. provided at least fifteen (15) years of full-time teaching service in District 113A; and
- c. is eligible for and has filed for participation in a retirement plan offered by the Teacher Retirement System of Illinois; and
- d. retires at the end of a school year but no later than June 30, 2014, provided the required notice (below) is given during the life of this Agreement.

### 2. Process:

Eligible teachers wishing to receive the benefits of this section must submit an irrevocable written notice of intent to retire to the Superintendent no later than February 28 of any year of this Agreement.

A teacher's notice of intent to retire may only be rescinded (and then, only if a replacement teacher has not been hired or the Board has not acted to reduce the number of teachers employed) for one or more of the following reasons:

- a. death of a spouse; or
- b. disability of the teacher or spouse; or
- c. loss of a bona fide employment of which was to be effective during retirement; or
- d. other reasons of compelling emergency as determined solely by the Board. The Board's decision in such situations shall be non-reviewable and non-precedential with respect to granting or denying subsequent revocation requests.

In the event the Board permits a revocation, any benefits paid to the teacher under this provision in anticipation of retirement must be repaid. Such repayment will be made pursuant to an agreement between the teacher and the Board or designee. In the event no such agreement is reached, the repayment must occur within two (2) years of the approval of the revocation by the Board.

3. Benefits:

The following benefits are available to all retirees, including participants in the modified early retirement option plan:

a. ALL RETIREES:

1) Sick Leave

Each eligible teacher shall be entitled to the payment for unused sick leave reflected in paragraph 5.3 of this Agreement. The payment of this amount will be made after the effective date of retirement and after the teacher receives his/her final paycheck; and

2) Health Insurance

The Board shall pay to the Teacher Retirement System the amount required to purchase TRIP Managed Care single coverage for the retiree until age 65 or Medicare eligibility, whichever is first.

3) Service Stipend

Each eligible teacher will receive a service recognition stipend of \$500 for each full year of teaching service in District 113A. This stipend will be paid after the effective date of retirement and after receipt by the teacher of his/her final paycheck.

b. NON-MERO RETIREES:

For those teachers who elect to retire without participating in the Modified Early Retirement Option (or any other option requiring a Board payment or penalty), a salary

enhancement will be paid in addition to all of the benefits paid as noted above in Section 3a. Each eligible teacher shall have his/her creditable earnings adjusted for the school year during which the notice is given by 6% over the prior year's creditable earnings. Thereafter, the teacher's creditable earnings will be increased by 6% in each of the remaining school years of employment, up to a maximum of four (4) years.

The increases will be part of the teacher's regular pay and shall be paid equally as part of the employee's regular paychecks. However, the Board and the Union agree that the payment of this retirement incentive, together with any other increase in creditable earnings, will be adjusted as necessary such that the sum of the increase shall not result in more than a 6% increase in the teacher's TRS creditable earnings for the previous year.

c. MERO RETIREES:

Teachers retiring under the Modified Early Retirement Option may use proceeds advanced from the Service Stipend found in Section A (c), above, to increase their annual creditable earnings to a total of 6% for the school year during which notice is given and in each of the remaining school years of employment, up to a maximum of four years. The remaining service stipend proceeds will be paid after the effective date of the teacher's retirement.

4. Miscellaneous

- a. For purposes of determining eligibility, a teacher's experience with the District shall include experience with the C.A.S.E. Co-op., provided co-op experience was immediately prior to employment with the District.
- b. The Board may limit the number of retirees annually to 10% of those who meet the eligibility requirements, but in no event less than 6.

**ARTICLE VII**  
**SALARY AND COMPENSATION**

7.1 Pay Periods/Direct Deposit

Teachers will receive 24 paychecks that shall be distributed twice monthly on the 1<sup>st</sup> and 15<sup>th</sup> of each month. If a pay date occurs on a weekend or a holiday, the pay date becomes the last day the District Office is open. The Business Office will inform staff of the payroll dates annually.

The Board shall allow up to twenty-five (25) teachers annually to elect to be paid on the basis of 22 pays. Vacancies in this program shall be filled by seniority among teachers making the election. Participation is subject to any restrictions imposed by TRS (such as on teachers enrolled to purchase the 2.2 upgrade).

The Board utilizes a direct deposit program and bargaining unit members are strongly encouraged to participate in the direct deposit program. The District will follow the same pay schedule as outlined above with direct deposit. Except in extenuating circumstances, teachers electing this option may not change this election prior to the start of the school year following initial election of direct deposit. Any change in the teacher's bank selected for direct deposit requires 30 calendar days notice prior to the effective date of the bank change.

## 7.2 Salary

For the duration of this Agreement, teachers will not receive an increase in salary over the amount received for the 2010-2011 school year. However, (1) teachers who have submitted an irrevocable letter of intent to retire in accordance with Section 6.5 above, which has been accepted by the Board, will receive the benefits set forth in Section 6.5; (2) teachers participating in a graduate school cohort program, which was approved by the Superintendent prior to July 1, 2011, may advance to the applicable horizontal lane upon successful completion of the cohort program, but will not advance a vertical step; and (3) teachers who receive a change in salary lane placement during the 2011-2012 school year in accordance Section 7.3 below will advance to the applicable horizontal lane, but will not advance a vertical step.

## 7.3 Salary Adjustment

For the 2011-2012 school year, a teacher shall receive a change in salary lane placement upon submission to the District Business Office of an official transcript evidencing successful completion of coursework taken to support the lane change. Successful completion will be determined using the standards of the institution providing the official transcript.

In order for the lane change to be effective for the start of the 2011-2012 school year, the official transcript must be received by the District Business Office no later than October 1, 2011. In order for the lane change to be effective for the start of the second semester of the 2011-2012 school year, the official transcript must be received by the District Business Office no later than February 1, 2012.

For the 2012-2013 school year, no teachers will receive a change in salary lane placement, except for teachers participating in a graduate school cohort program as set forth in Section 7.2 above.

## 7.4 Teacher Retirement System Contribution

As reflected on the salary schedule and for all other creditable earnings, the Board shall pick up and pay for each teacher 9.4% of the teacher's salary, as salary is defined by the Teachers' Retirement System, to the Teacher Retirement System of the State of Illinois to be applied to the retirement account of each teacher. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the *Internal Revenue Code*. Teachers shall have no right or claims to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Teacher Retirement System. Any amounts due each teacher pursuant to this agreement shall be payable to the teacher as salary in installments as otherwise provided herein, provided the Board shall deduct there from all monies as required by law and as authorized by the teacher pursuant to this Agreement. Such withholding shall include any and all additional amounts required to be paid to the Teacher Retirement System for the account of such teacher.

The Union and each teacher will indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, suits or other liability by reason of the faithful payment of contributions to the Teacher Retirement System pursuant to the provisions of this Section. No claim, demand, action or suit shall be settled or compromised in any manner without the express written consent of both parties.

7.5 Professional Conference and Visitations

After written application to and with the prior written approval of the Building Principal, teachers shall be released with pay to attend conventions, professional meetings and workshops, or to visit exemplary programs. The Building Principal shall indicate which expenses shall be reimbursed by the District on the written approval.

7.6 Travel Compensation

Teachers who regularly travel between school buildings in the District using their personal vehicles for job-related purposes shall be compensated for that travel at the current IRS rate. This compensation shall be paid at the end of each trimester. Travel time that does not diminish the teacher's lunch time shall be provided.

7.7 Payroll Deductions

Upon written request from a teacher, the Board shall deduct from the teacher's regular pay checks up to four types of deductions and shall remit the designated amount to the payee designated by the teacher.

**ARTICLE VIII**  
**NEGOTIATIONS**

8.1 Successor Agreements

Negotiations for any successor agreement shall commence in the final year of this Agreement upon notification in writing by either party that it desires to modify, change, amend or terminate this Agreement. Such notification is to be given on or before March 1 of the year in which this Agreement is to expire. Upon receipt of such written notice, the parties shall agree upon a time and date for the first negotiations meeting, which shall occur no earlier than February 1 and no later than March 1.

8.2 Mid Term Bargaining

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under the law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter, except as otherwise specifically provided in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement; provided, however, any subject may be reopened for negotiations upon the agreement of both parties.

**ARTICLE IX**  
**DURATION**

This Agreement shall be effective as of July 1, 2011, and shall continue in full force and effect through June 30, 2013.

**EXECUTION OF AGREEMENT**

This Agreement is signed this 26<sup>th</sup> day of July 2011, and is in effect from July 1, 2011 through June 30, 2013.

FOR LEMONT-BROMBEREK COUNCIL  
OF LOCAL 604

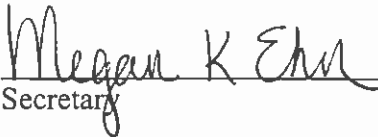
FOR THE BOARD OF EDUCATION OF  
LEMONT-BROMBEREK COMBINED  
SCHOOL DISTRICT NO. 113A



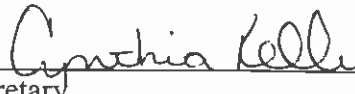
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**APPENDIX A**

	Activity	Paid	2011-12 & 2012-13	Payout Dates
<b>MIDDLE SCHOOL</b>	Bus Duty A.M.	annually	\$426.05	Quarterly (Last pay Sept,Dec,March,June)
	Bus Duty P.M.	annually	\$426.05	Quarterly (Last pay Sept,Dec,March,June)
	Homework Club	hourly	\$30.15	Quarterly (Last pay Sept,Dec,March,June)
	Saturday Detention Supervision	hourly	\$30.15	Quarterly (Last pay Sept,Dec,March,June)
	Summer School teacher	hourly	\$30.15	Quarterly (Last pay Sept,Dec,March,June)
	Team Leaders	annually	\$721.00	Quarterly (Last pay Sept,Dec,March,June)
<b>ELEMENTARY</b>	(2) After School Athletes	annually	\$393.27	Quarterly (Last pay Sept,Dec,March,June)
	(11) Articulation Leaders	annually	\$524.36	Quarterly (Last pay Sept,Dec,March,June)
	(2) ASA Supervision	hourly	\$30.15	Quarterly (Last pay Sept,Dec,March,June)
	Bus Duty P. M.	annually	\$426.05	Quarterly (Last pay Sept,Dec,March,June)
	(4) GROWL/HOWL Coordinator	annually	\$524.36	Quarterly (Last pay Sept,Dec,March,June)
	GROWL/HOWL Supervision	hourly	\$30.15	Quarterly (Last pay Sept,Dec,March,June)
<b>DISTRICT</b>	(4) Service Club	annually	\$516.76	Quarterly (Last pay Sept,Dec,March,June)
	Curriculum Development	hourly	\$30.91	Quarterly (Last pay Sept,Dec,March,June)
	Internal Sub.	hourly	\$30.15	Quarterly (Last pay Sept,Dec,March,June)
	Jumpstart Teacher	hourly	\$30.15	Quarterly (Last pay Sept,Dec,March,June)
	Lunch Duty	hourly	\$30.15	Quarterly (Last pay Sept,Dec,March,June)
	Mentor - 1 Protégé	annually	\$655.46	Quarterly (Last pay Sept,Dec,March,June)
	Mentor - 1 Protégé & Council Leader	annually	\$917.64	Quarterly (Last pay Sept,Dec,March,June)
	Mentor - 2 Protégés	annually	\$917.64	Quarterly (Last pay Sept,Dec,March,June)
	Mentor Council Leader	annually	\$524.36	Quarterly (Last pay Sept,Dec,March,June)
	Scorekeeper	hourly	\$19.50	Quarterly (Last pay Sept,Dec,March,June)
	Supervisor	hourly	\$19.50	Quarterly (Last pay Sept,Dec,March,June)
	Timer	hourly	\$19.50	Quarterly (Last pay Sept,Dec,March,June)
	Trainee	hourly	\$19.66	Quarterly (Last pay Sept,Dec,March,June)
	Trainer	hourly	\$39.33	Quarterly (Last pay Sept, Dec, March, June)
Webmaster	annually	\$2,228.55	Quarterly (Last pay Sept,Dec,March,June)	

The amount listed also includes the 9.4% TRS (.103753 factor).

## MEMORANDUM OF UNDERSTANDING

### 1) PLANNING TIME

The Board and Union agree that District student enrollment and staffing levels are not constant and are subject to change, annually. In the event these factors require a reduction in the planning time goals found in Section 4.2 of this Agreement, special consideration will be given to teachers in grades 1 and 2 before planning time is reduced. The Union President and designees will meet with the Superintendent and designees to explore options to reducing planning time for teachers.

### 2) INSURANCE PLAN DESIGN CHANGES

The Board and the Union agree to implement the following insurance plan design changes on July 1, 2011:

- c. Increase the deductible to five-hundred dollars (\$500) for single coverage and one-thousand dollars (\$1,000) for family coverage;
- d. Increase the out-of-pocket maximum to one-thousand dollars (\$1,000) for single coverage and two-thousand dollars (\$2,000) for family coverage;
- e. Increase the emergency room co-pay to one-hundred and fifty dollars (\$150);
- f. Add an urgent care co-pay of seventy-five dollars (\$75);
- g. Increase the prescription co-pay to \$5/\$25/\$40 and add a mandatory mail order requirement;
- h. Add a spousal surcharge of one-hundred and fifty (\$150) per month, which applies when an employee's spouse has access to coverage through his/her employment, but receives coverage through the District plan;
- i. Eliminate the deductible rollover; and
- j. Implement a single open enrollment period.

### 3) TUITION REIMBURSEMENT

Teachers participating in a graduate school cohort program, which was approved by the Superintendent prior to July 1, 2011, shall be entitled to receive reimbursement for tuition costs pursuant to Section 7.5 of 2006-2011 Collective Bargaining Agreement between the Board and the Union.