

# **Agreement**

by and between the

**Illinois Federation of Teachers, AFL-CIO  
Local #919**

and the

**State of Illinois  
Department of Central Management Services  
and the Department of Human Services,  
Office of Rehabilitation Services**

**July 1, 2015 – June 30, 2019**

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## **AGREEMENT**

This Agreement made and entered into this July 1, 2015 by and between the Departments of Central Management Services and Department of Human Services (hereinafter called the "Employer") and Local #919, Illinois Federation of Teachers, AFT, AFL-CIO (hereinafter called the "Union") and their successors and assigns on behalf of Educators in the collective bargaining unit set forth in Section 2.1 hereof.

### **ARTICLE I**

#### **Purpose**

**1.1** It is the intent and purpose of the parties hereto to set forth the agreement between them for the term hereof concerning rates of pay, wages, hours of employment, and other working conditions to be observed by them and the Educators covered hereby.

### **ARTICLE II**

#### **Recognition**

**2.1** The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for the position classification of Educator at the Illinois School for the Deaf, Jacksonville, Illinois.

#### **Fair Share Agreement**

**2.2** Pursuant to Section 3(g) of the Illinois Public Labor Relations Act effective July 1, 1984, the parties agree that effective August 22, 1984, if the IFT Local 919 has a majority of union members, as verified by the Comptroller's Office through the calculation of Educators making dues deductions or other mutually agreed-upon method of verification, non-union members in the unit shall be required to pay their proportionate share of the costs of the collective bargaining process, contract administration, and/or pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. Such proportionate share, once certified by the exclusive bargaining agent, shall be deducted from the Educator's paycheck. Such fair share provision shall remain in effect for the duration of the labor agreement or until it can be demonstrated to the Employer that fewer than a majority of Educators are union members, or either the Illinois Supreme Court or the United States Supreme Court declares that the fair share fees are unconstitutional.

The Employer asserts that compulsory fair share fees of non-union members are unconstitutional. The Union disagrees. The parties agree however, that by agreeing to this provision, that neither the Union nor the Employer has waived the right to continue to challenge the enforceability or constitutionality of this provision or provisions like it.

If the IFT Local 919 does not have a majority of Educators as union members, the exclusive bargaining agent may request an election of the bargaining unit Educators to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by the Illinois State Department of Labor, or some other neutral third party upon which the parties can mutually agree. Such election shall

be conducted by security mail ballot and any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit Educators who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results, and shall remain in effect for the duration of the labor agreement. If the majority of Educators in the bargaining unit who vote do not favor the fair share provision, such provision shall not be implemented and the exclusive representative is precluded from requesting another election within one year of the certification of election results.

If at any time during the duration of the agreement the exclusive representative, through certification of the Comptroller's Office or other mutually agreed-upon method of verification, can show that a majority of bargaining unit Educators are union members, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the agreement or until it can be demonstrated to the Employer a majority of Educators in the bargaining unit are not union members.

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, or liability arising from any actions taken by the Employer in complying with this Article.

### **Certification**

**2.3** All Educators shall be licensed in accordance with the Illinois State Board of Education.

## **ARTICLE III**

### **Management Rights**

**3.1** Subject to the provisions of this Agreement, P.A. 83-1012, and Rules and Regulations of the Department of Central Management Services, the management of the operations of the Employer, the determination of its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to, the right to hire, promote, demote, transfer, allocate, assign, evaluate and direct Educators; to discipline, suspend and discharge for cause; to relieve Educators from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed herein; to determine quality; to determine the number of hours of work and shifts per workweek, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the department is vested exclusively in the Employer.

## **ARTICLE IV**

### **Hours of Work**

**4.1** The regular teaching day shall commence at 8:05 a.m. and shall terminate at 3:00 p.m. On six home going days, Educators will attend School Improvement Days that will

terminate at 2:09 p.m. On two home going days Educators will attend staff development activities that will terminate at 3:00 p.m. On Friday home going days, Educators will have professional development activities from 2:15 p.m. to 3:00 p.m. All faculty members shall have at least one preparation period to equal the duration of a regular class period of 40 minutes. On early dismissal days the employer may adjust the school wide schedule so that classes and prep periods are of equal duration.

Positions that require specialized hours shall be negotiated prior to the opening of school.

- a) Zero-3/Hearing and Vision Early Intervention Outreach (HVEIO) educators will use an open schedule for the parent infant program to accommodate working parents.
- b) Learning Resource Educators (LREs) will use a flexible schedule, which will be submitted to the supervising Principal for approval, and which may be adjusted by mutual agreement prior to the beginning of each semester. On home going days, the LREs will work the same schedule as all other Educators.
- c) The work hours for the position assigned to the Driver's Education classroom are 9:00 a.m. to 3:55 p.m. On home going days, the Educator will work the same schedule as all other Educators.

**4.2** The practice concerning holding school days on weekend days or holidays will continue as in the past. The parties agree that a Joint Committee composed of representatives from the Department of Human Services and IFT Local #919 shall meet to discuss the feasibility of scheduling going home days in conjunction with holidays and subject matter for in-service training, aligning ISD's school calendar with that of Jacksonville School District 117. Any changes shall be implemented the following academic year.

**4.3** Educators will work a normal academic year teaching schedule of 180 days within a 185 day minimum term which will insure at least 176 days of actual pupil attendance as enumerated on form IOE-33-03 (Rev. January 1, 1996) and as approved by the Director of Central Management Services.

**4.4** Educators shall be at their designated work places, ready for work at their scheduled starting time above and shall remain at their work places until their scheduled quitting times as set forth in Section 4.1, except for designated or authorized relief breaks, including a minimum forty (40) minutes lunch period for those Educators accepting cafeteria assignments during the lunch period.

**4.5** Instruction or duty performed by Educators beyond the 185 day school calendar shall be by seniority from among those Educators employed during the regular academic year providing they are qualified.

**4.6** Once each month, Educators will attend a staff meeting beginning at 3:10 p.m. and ending no later than 3:55 p.m. Compensation for attendance shall be in an amount equal to one hour's pay at the employee's hourly rate. The date of the meeting shall be announced to the employees no later than 15 calendar days prior to the day of the meeting.

**4.7** As much as possible, IEPs and ERs will be scheduled during the educators' regularly scheduled teaching day. In instances where IEPs and ERs can not be scheduled from 8:05 a.m. – 3:00 p.m. because of scheduling problems, special requests

made by parents and/or Local Education Associations (LEAs), IEPs will be scheduled after regular work hours.

If an IEP or ER is scheduled or continues beyond 3:00 p.m. the educator will be paid the appropriate hourly rate.

**4.8** The Illinois School for the Deaf and the Union shall meet annually to discuss the school calendar for the subsequent school year.

**4.9** An educator shall, whenever possible, provide advance notice of absence from work. Absence of an employee for five (5) consecutive work days without reporting to the Employer or the person designated by the Employer to receive such notification may be cause for discharge. The above provision shall not apply so long as the employee then notifies as soon as it is physically possible.

**4.10** In addition to the regularly scheduled staff meetings as provided for in Article IV, Section 4.6, The Union agrees that it will, through its building representatives, encourage voluntary attendance at meetings that the administration feels are important to the educational mission of I.S.D.

An agenda will be given to the building representatives during the workday prior to the day of the meeting.

## **ARTICLE V**

### **Maintenance of Specified Existing Conditions**

**5.1** The Employer agrees to maintain the existing conditions with respect to the following:

- A. Educators shall receive one 15 minute break in the morning of each workday to be scheduled subject to the operating needs of the Employer.
- B. Educators shall receive one 40 minute duty free lunch period without a lunch provided unless prior to the beginning of each semester Educators notify the Superintendent in writing of their desire to take their lunch with the students in the cafeteria. Such a lunch shall be provided without cost.

For Educators receiving free lunch the Superintendent will at his/her discretion assign Educators to cafeteria duty. Educators will remain at their designated cafeteria assignments until students have fully completed the lunch meal.

In the event that circumstances occur which preclude providing lunch to Educators without cost, the Educators shall receive one 40-minute duty free lunch period.

- C. With prior written approval of the Superintendent, Educators shall be allowed time away from work with pay to attend the following professional meetings:
  - i. Illinois Teachers of Hard of Hearing / Deaf Individuals

- ii. IFT sponsored workshops for Educators and other professional meetings where appropriate and beneficial to the school's program.
- iii. The Employer shall not be responsible for any travel or subsistent expenses incurred by the Educator(s) unless mutually agreed otherwise.

**5.2** The parties agree that threats and/or acts of violence committed in the workplace or directed at employees shall not be tolerated.

**5.3** Employees shall not be allowed to smoke in State owned or leased buildings/space and vehicles.

**5.4** The Employer shall endeavor to assign bargaining unit work to bargaining unit employees.

## **ARTICLE VI**

### **Assignment to Extracurricular Activities**

**6.1** Extracurricular Activities (ECA) shall be governed by the following procedures:

- A. The Employer will provide to Educators the approved list of available extracurricular activities for the next academic year.
- B. Educators with the proper qualifications who want to participate in the approved extracurricular activities will indicate their intent in writing to the athletic director.
  - 1. Educators who currently hold an ECA position will be able to retain that position by indicating in writing their intent in February to do so unless the Employer has extenuating circumstances to prevent their re-hiring.

Individuals outside the bargaining unit who currently hold an ECA position will be able to retain that position by indicating in writing their intent in February to do so unless the employer has extenuating circumstances to prevent their re-hiring.

- 2. After the incumbents have indicated their intent to retain the position, the unfilled positions will be offered to the educators in March in seniority order by seniority in the ECA first, and then by seniority within the bargaining unit.
- 3. In April, all unfilled fall ECA positions will be offered to individuals outside the bargaining unit or assigned in reverse seniority within the bargaining unit. In September, unfilled winter/spring ECA positions will be offered outside the bargaining unit or assigned in reverse seniority within the bargaining unit.
- 4. Only educators will have the right to sign up for junior/senior class sponsors. This is a two-year commitment unless the Employer has extenuating circumstances to prevent their re-hiring. If there are no junior/senior class sponsors by April, assignment will be by reverse seniority from educators not holding an approved ECA.

5. If an ECA position is vacated due to retirement, resignation, change in position, or any termination of services after the completion of the ECA process, that position will be offered according to the provisions of Article VI, 6.1 B.

**6.2** Grant proposals for quarter, semester, or full year activities shall be governed by the "Criteria for Grant Proposals". Participation in the grant program does not preclude the educator from having reverse seniority enforced.

**6.3** Educators assigned to the activities of Timer or Scorekeeper, as listed in Schedule B, shall be responsible for all home games within that assignment and shall be responsible for obtaining a replacement when necessary. Except in cases of emergency, the Educator must notify the Athletic Director or his/her designee not less than 24 hours prior to the scheduled event of his/her inability to attend and inability to find a replacement. In such cases the Athletic Director or his/her designee shall assign a replacement.

Pay for any replacements shall be the responsibility of the Educator regularly assigned to the activity.

**6.4** If the Employer establishes any new activities or changes the duties and/or working conditions of any existing activity, the Union and the Administration shall negotiate the working conditions and compensation of the new activity.

**6.5** A mentoring program that enables non-coaches to gain experience in coaching shall be initiated during the 2000-2001 academic year and continued annually after implementation. The program shall be governed by the Mentor Program for ISD's Sports Program. The program shall be led by the Athletic Director.

## **ARTICLE VII**

### **Seniority**

**7.1** Seniority standing shall be determined by the length of service in the bargaining unit with the Illinois School for the Deaf in Jacksonville, Illinois and shall be school-wide. Educators shall be regarded as probationary Educators for the first nine months of their employment and shall have no seniority until after completion of such nine months period. Those employees serving an original nine month probationary period shall have no right to recall/re-employment as defined in this Article. When the probationary period is completed, seniority shall be retroactive to the first day of employment. Should an Educator become employed in another classification at the Illinois School for the Deaf and subsequently return to an Educator position at that school, the Educator shall retain their bargaining unit seniority. Educators who return to the bargaining unit may not utilize their previously accrued bargaining unit seniority to bid on ECA positions.

**7.2** The Administration shall keep, in accordance with the provisions of this Article, a list of its Educators covered by this Agreement indicating the seniority date of every such Educator of the School for the Deaf in Jacksonville, Illinois. The seniority roster shall be given to the Union at the start of the school year with new Educators and those on leave of absence listed thereon and all names of discharged or resigned Educators removed. No change in teaching assignment shall affect the seniority of the Educator.

**7.3** When conditions require Educators to be laid off in the succeeding school year, the Employer shall give said Educators sixty (60) days notice before school ends. In extraordinary cases regarding budgetary reductions or other unforeseen circumstances beyond the Employer's control, the Administration will notify the Educator of a layoff within fourteen (14) days following the legislative budgetary action or unforeseen circumstances.

**7.4** Provided the Educators to be retained or recalled possess proper certification in the subject to be taught, the Educator having the least school seniority shall be the first laid off and the laid off Educator having the greatest school seniority shall be the first recalled.

**7.5** Notice to return to work from layoff shall be by registered mail and the Educator so recalled shall have fourteen (14) calendar days after receipt of the recall notice in which to notify the Employer of his/her intent to return to work on the date stated in the recall notice.

**7.6** Laid off Educators shall keep the Employer informed in writing of their current mailing address.

**7.7** Temporary layoff of five (5) days or less shall be in accordance with Personnel Rule 302.510 and seniority as defined in Article 7.1. Educators affected by temporary layoff shall not suffer any reduction in fringe benefits for the term of the temporary layoff.

**7.8** Educators shall lose reemployment rights for the following reasons:

- (a) If an Educator quits or retires.
- (b) If an Educator is discharged for just cause.
- (c) Absence from the school's employ for a period of two (2) years or more because of layoff.

**7.9** In cases of ties in seniority, ties will be broken by lottery to determine seniority. The Chief Steward, President or their designee(s) and educators impacted will be present for the lottery.

## **ARTICLE VIII**

### **Transfers**

**8.1** Educators shall not be transferred during the course of an academic year without their consent unless a circumstance beyond the control of the Employer, such as the sudden major illness or death of a faculty member or other unforeseen circumstances requiring such transfer arises.

**8.2** Such transfer shall be in accordance with inverse seniority from among those Educators affected, providing they are qualified.

**8.3** The length of this temporary transfer shall terminate when the need ceases to exist or no later than the end of the academic school year.

## **ARTICLE IX**

### **Job Posting**

**9.1** When a permanent position becomes vacant during the academic year, the Superintendent or his/her designee shall notify all Educators of the vacant position by email and post the position on the computerized central listing of available job openings maintained by the Department of Central Management Services no later than ten (10) school days after it has been determined that such vacancy shall be filled. The position shall remain posted for five (5) school days. An Educator who wishes to apply for the announced vacancy shall do so by indicating his/her desire to be considered for such vacancy in writing to the Employer within that period. Job postings will list specific job qualifications pertinent to the position or duty.

Any educator who accepts a vacancy pursuant to Article 9.1 shall be prohibited from again exercising those rights for vacancies in a school year for which he or she is the successful bidder.

**9.2** During the summer session when a permanent position becomes vacant, the Superintendent or his/her designee shall notify all Educators, who possess certification in the subject to be taught based on individual employee transcripts, of the vacant position. The Superintendent or his/her designee shall notify all Educators of the vacant position either by email or skylert. Educators interested in the vacant position shall express such interest in writing within five (5) days after receipt of the Superintendent's offer. If an Educator is unavailable for contact or does not respond, such Educator shall be deemed to have declined the position.

**9.3** Such requests shall be given consideration by the Employer based on qualifications, seniority and other merit factors which the Employer deems relevant. If there are no Educators who qualify for the position, the foregoing shall not preclude the Employer from selecting a candidate from outside the bargaining unit, provided that the selected candidate meets all of the necessary qualifications as identified in the CMS Class Specification for Educators.

When filling permanent positions, where there exists an underutilization of a minority class in a given geographical region and/or job category, within the bargaining unit, the Agency may in accordance with applicable law, fill the position at its discretion to address the underutilization.

**9.4** Any opening which occurs 14 calendar days or less prior to the opening of school will be filled by the Superintendent or his/her designee by providing notice of the vacant position to all Educators either by email or skylert. Educators interested in the vacant position shall express such interest by email within twenty-four (24) hours after receipt of the Superintendent's offer. If an educator is unavailable for contact or does not respond, such Educator shall be deemed to have declined the position.

## **ARTICLE X**

### **Grievance Procedure**

**10.1 Definition:** A grievance is any difference arising between the Employer and the Union or any member of the bargaining unit with respect to the interpretation or application of this Agreement, Personnel Rules of the Department of Central Management Services, agency administrative Rule or Regulation or term or condition of employment which directly affects the grievant in the performance of his official duties. Subject matters which, by specific provision of the Illinois Personnel Code, are exclusively within the jurisdiction of the Civil Service Commission shall not be subject to the grievance procedure.

A written grievance shall contain a statement of grievant's complaint, the section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Improper grievance form, date or section citation shall not be grounds for denial of the grievance.

Educators participating in the grievance procedure shall not be subjected to discipline or reprisal because of such participation.

If the Educator or the Union fails to pursue the grievance to the next step within the prescribed time limits the grievance shall be dropped.

If the Administration fails to respond within the prescribed time limits, the grievance will automatically proceed to the next step.

The prescribed time limits may be extended by mutual consent of the Union and the Employer.

Any grievance alleging a violation of any provision contained in this agreement must seek remedy in the grievance procedure provided in this agreement.

An employee who files an appeal to the Civil Service Commission under the provisions of the Personnel Code and Rules of the Department of Central Management Services, the Department of Human Rights, or the Equal Opportunity Commission over a same or similar subject matter shall waive any and all rights provided in this Article.

**10.2 Procedure: Step 1** - An attempt shall be made to resolve any grievance by means of an informal, verbal discussion between the grievant and the immediate supervisor within ten (10) school days from the date upon which the incident occurs or the grievant could reasonably have had knowledge of the incident giving rise to the grievance.

**Step 2** - If the grievance cannot be resolved at the first step, it shall be reduced to writing and presented within five (5) school days of the discussion to the Superintendent or his/her designee. The written grievance shall contain a brief statement of the nature of the grievance, shall identify the section or sections of the agreement, Personnel Rules of the Department of Central Management Services, agency administrative Rule or Regulation or term or condition of employment allegedly violated and shall state the relief sought. The Superintendent or his/her designees shall make an effort to adjust the matter and shall respond in writing to the grievant within five (5) school days of receipt of the written grievance.

Grievances concerning disciplinary suspension of an Educator for less than 30 days may be taken up initially at Step 3 of the grievance procedure.

**Step 3** - If the grievance is not resolved at Step 2, the grievant may appeal the decision of the Superintendent to the Agency Head or his/her designee in writing within five (5) school days after the date upon which the Superintendent's reply is due.

The Agency Head or his/her designee shall have ten (10) school days after receipt of the grievance to meet or hold other discussions with the grievant, the Union representative and such other representatives as either party deems necessary to discuss the grievance.

The Agency Head or his/her designee shall respond in writing within ten (10) school days following the meeting with the grievant.

**Step 4** - If the grievance is not resolved in Step 3 or an answer is not given within the specified time limit, the Union may appeal the grievance to Step 4 of the grievance procedure within twenty (20) working days after receipt of the Step 3 answer or when such answer was due. Within twenty (20) days of receipt of the grievance by the Illinois Department of Central Management Services, representatives of the Union and the Division of Employee and Labor Relations will select a reasonable and mutually convenient time and place to meet at Step 4. Representatives of the I.F.T., a representative of the Division of Employee and Labor Relations, and a representative of the Agency shall then meet in an effort to affect a resolution prior to proceeding to arbitration.

**Step 5** - If the grievance is not resolved at Step 4, the Union may refer the grievance to the Director of Central Management Services, requesting arbitration, within ten (10) school days following the date upon which the Step 4 meeting was held. If a meeting is not scheduled within the twenty (20) day period, the Union may appeal the grievance directly to arbitration within ten (10) working days of the conclusion of the twenty (20) day period.

Upon receipt of the request for arbitration, the representative of the Employer and the Union shall meet in an effort to select an arbitrator. If the parties are unable to agree on an arbitrator, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by joint letter from the Employer and the Union requesting that he set a time and place for the hearing, subject to the availability of the Employer and Union representatives, and shall be notified of the issue involved. The arbitrator shall have no right or authority to amend, modify, nullify, ignore or add to the provisions of this agreement. The award of the arbitrator shall be final and binding on the Employer, the Union and the Educator(s) involved. The expenses and fees of the arbitration shall be shared equally by the parties.

Either of the parties shall bear the cost of their own witnesses including any lost wages that may be incurred. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator.

The above provisions shall not preclude the selection, by mutual agreement of the parties, of a permanent arbitrator to hear all cases occurring under this contract. The

arbitrator shall then remain the single arbitrator to hear these cases as long as he/she remains mutually acceptable to both parties. Either party may terminate the services of the permanent arbitrator by so notifying him/her at least thirty (30) days prior to the effective date.

**10.3 Advanced Grievance Step Filing:** Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

**10.4 Paid Time Off for Union Business**

A. General Provisions

Employees, Business Agent and Local Union Representatives shall be allowed reasonable time with pay during work hours, except during periods of student contact time, to file, investigate, and process grievances, provided that such activity does not substantially interfere with the employer's operation.

Employees shall, after giving appropriate notice to their supervisors, be allowed reasonable time off with pay during working hours to attend grievance hearings or meetings called or agreed to by the Employer, if such Educators are entitled or required to attend such meetings by virtue of being Union representatives, Business Agent, witnesses, or grievants.

B. Limitations on Time Off for Grievances

No Educator/Union representative shall leave work without first receiving the supervisor's permission. The supervisor will not unreasonably withhold permission to leave work for the purpose of filing, investigating or processing grievances or for the purpose of attendance at grievance hearings.

C. Time Off for Labor/Management Meetings

For the purpose of maintaining communications between Labor and Management and to cooperatively discuss and solve problems of mutual concern, meetings shall be held between the union representatives and management.

An Educator who by virtue of his/her status as a Union representative, Business Agent, or witness, is entitled or required to attend labor/management meetings or other meetings called or agreed to by the employer, shall be paid for work time so used, provided the Educator has received permission from the supervisor for such attendance. The supervisor will not withhold permission unless the Educator's absence would substantially interfere with operations.

D. Limitations on Paid Time Off for Labor/Management Meetings

Time off with pay does not include time spent by the Educator or Union representative during non-scheduled work hours.

E. Time Off for Union Meetings, Caucuses, or Conventions

Employees, Business Agent, and Union representatives may be called to scheduled or unscheduled sessions to conduct Union business.

Time off work with pay is not allowed an Educator for purposes of participating in sessions called by a Union. Earned paid time off, such as vacation, holiday, or personal leave, may be used for such purposes provided the constraints and procedures related to these types of time off are observed.

F. Union Representation at Employee Orientation Meeting

The Union Business Agent or other Local 919 representative shall be allowed one hour of paid time to participate in new employee orientation conducted for new bargaining unit members.

## **ARTICLE XI**

### **Nondiscrimination**

**11.1** Both the Employer and the Union agree not to discriminate against any Educator on the basis of race, sex, creed, religion, color, national origin, age, physical handicap or political affiliations and/or belief.

**11.2** The Employer shall not discriminate against, interfere with, restrain or coerce Educators because of lawful activities on behalf of the Union, or because of the exercise of any rights granted by the Rules and Regulations of the Department of Central Management Services under P.A. 83-1012 or by this Agreement.

**11.3** The parties recognize the Employer's obligation to comply with Federal and State Equal Employment and Affirmative Action laws.

**11.4** Educators shall have the right, freely and without threat of reprisal to voluntarily join any professional organization. Further, no Educator organization shall discriminate against any individual on the basis of that individual's race, color, religion, sex, age, national origin, or physical handicap in connection with the acquisition, retention or termination of membership or with respect to any of the functions and activities of the organization.

## **ARTICLE XII**

### **Academic Freedom**

**12.1** In accord with the Illinois Office of Education and the Code Department of Human Services, the parties to this Agreement seek to educate students in the democratic tradition, to foster a recognition of individual freedom and social responsibility and to instill appreciation of values of individual personality.

**12.2** It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning.

**12.3** The Educators are free to use appropriate innovative techniques and materials and to structure learning activities according to their professional judgment in pursuance of course objectives as long as the Illinois School for the Deaf's curricula, philosophy and course of study are adhered to.

**12.4** The Educators may expect to help evaluate, initiate change in, and develop curricula, especially in their area of competence. They may, without fear of recrimination, participate in faculty and administrative committees.

### **Class Size**

**12.5** Both parties recognize that class size may vary and agree that good faith efforts should be made to avoid excessive class size. In no case shall class size be used as a punitive measure.

In cases of significant, permanent class size changes, the parties recognize the obligation to negotiate over the impact on wages, hours and conditions of employment.

### **Substitute Teachers**

**12.6** The Superintendent or his/her designee shall endeavor to provide a certified and qualified substitute teacher for any class or classes in which the regular Educator(s) will not be in attendance for the entire day.

If a substitute teacher from the substitute list cannot be provided, a teacher who has a preparation period and wants to act as the substitute teacher, may be used as a substitute teacher and be reimbursed at his/her hourly rate of pay in addition to his/her contractual rate of pay.

This language does not prohibit management from doubling up classes in an emergency situation (i.e. the roof leaking) during non-preparation periods. Additionally, this language does not pertain to assigning additional students in Flex classes.

Substitute assignments would be made to teachers who signed up to serve as a substitute during preparation time on a rotation basis based on seniority when the need arose.

### **Classroom Keys**

**12.7** Educators at the school shall be provided an ID card and/or keys, free of charge, to their individual buildings and classrooms. Educators are responsible for the safekeeping of the ID card and/or keys to their individual buildings and classrooms. Failure to ensure safekeeping will result in disciplinary action unless the employer determines that there were extenuating circumstances leading to the loss of the ID card and/or keys that were outside the Educator's control. An ID card or key will also be utilized as the signing in and out documentation needed for time audits.

## **Development of Individual Education Plans (IEPs)**

**12.8** All educational minutes incorporated into a student's Individualized Education Plan (IEP) shall be provided by licensed Educators or other ISD personnel who are properly licensed in their professional field.

## **ARTICLE XIII**

### **Personnel Files**

**13.1** Only one personnel file will be maintained at the Illinois School for the Deaf for each Educator and the agency shall have the right to maintain a personnel file at their central office. The Department of Central Management Services shall keep and maintain an official personnel file for each Educator.

**13.2** Educators shall have the right, upon request, to review the contents of his/her official and work files. Approval shall be given within 5 working days after receiving such request.

**13.3** Materials related to Educator performance and/or discipline may not be placed in the above mentioned files without the Educator receiving a copy of such material and having an opportunity to respond in writing. Such response, after receipt by the Superintendent or his/her official designee, shall be attached thereto and become part of the file.

**13.4** This Article shall not alter current practice nor preclude maintaining such records as may be necessary in processing routine personnel transactions. However, only materials contained in personnel files specified in paragraph 1 of this Article shall be used in any disciplinary action or grievance procedure.

### **13.5 Removal of Discipline**

Any written reprimand or discipline imposed for tardiness or absenteeism shall be removed from an employee's record if, from the date of the last reprimand or discipline, two (2) years pass without the employee receiving an additional reprimand or discipline for such offense. The two (2) year period shall be extended by any leave of absence or disciplinary suspension. Any reprimand for other causes shall be removed from the employee's record based on the above criteria. Such removal shall be at the request of the employee but in any case shall not be used against the employee.

### **13.6 Employer Notification**

It is the obligation of each employee to provide the Employer with his/her current address and phone number.

## **ARTICLE XIV**

### **Evaluation**

**14.1** Article 24A Evaluation of Certified Employees of The School Code of Illinois will be followed for evaluation of educators.

#### **14.2 Fitness for Duty**

When the Employer has requested a fitness for duty evaluation which determines the employee is unfit for duty and the employee's physician certifies the employee is fit for duty, the Employer may rely upon the decision of the impartial physician as to the employee's fitness for duty. Such examination shall be paid for by the employer.

### **ARTICLE XV**

#### **Visitations**

15.1 Nothing in the contract about teacher evaluations shall preclude the right of the Administration to visit classrooms unannounced for purposes of observation leading to the improvement and/or maintenance of existing standards, provided that all monitoring, and observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of public address and audio systems, observation windows, or other devices for surveillance of teacher observance shall not be used without the full knowledge and consent of the teacher.

### **ARTICLE XVI**

#### **Travel**

16.1 Educators shall not be required to use their personal automobile to transport students, Educators, or other State Educators to or from teaching related activities as part of their employment responsibilities. Educators who elect to do so should understand that liability coverage for any injuries incurred by such person is not provided by the Department of Human Services or the State of Illinois.

### **ARTICLE XVII**

#### **Union Meetings**

17.1 Meetings of the Union membership may be held in school facilities. Requests for permission to use school facilities will be made to the Building Administrator and must have his/her prior approval. Such meetings must be held outside working hours. The use of the State facilities shall not interfere with the regular functioning of the school. The use of the facilities shall not involve any additional expense to the State. Such use of State facilities, equipment, and/or property shall not include union sponsored political action.

### **ARTICLE XVIII**

#### **Utilization of Bulletin Boards**

18.1 The Union shall be permitted the use of the bulletin board space available in faculty lounges for the posting of notices and other materials relating to the activities of the Union. Such material may not relate to partisan political matters or be defamatory in nature. The Union shall assume any cost incidental to the preparation, production, reproduction and/or distribution of materials. The Union shall further have the right to

place copies of posted materials in the mailboxes of its members. The Union shall be readily identified in any such material.

## **ARTICLE XIX**

### **Information Provided to Union**

**19.1** The Employer shall notify the Union's Business Agent in writing of changes in personnel transactions regarding bargaining unit Educators at I.S.D. These changes include new hires, terminations, suspensions, leaves and returns from leaves, revocation of checkoff, promotions, superior performance increases, transfers, and suspensions or other disciplinary action.

**19.2** The parties agree that the Employer will post this agreement on its website.

## **ARTICLE XX**

### **Leaves**

**20.1 General Leave of Absence:** The Employer may grant leaves of absence without pay to Educators for periods not to exceed six (6) months, and such leaves may be extended for good cause by the Employer for additional periods not to exceed six months per extension.

**20.1(a)** No emergency or temporary Educator shall be granted a leave of absence.

**20.1(b)** Failure to return from a leave within five (5) days after the expiration date may be cause for discharge.

**20.1(c)** When an educator returns from a leave of absence of six (6) months or less, the Employer shall return the Educator to the same or similar position at the same level for which they are certified and in which the Educator was incumbent prior to the commencement of such leave.

**20.1(d)** When an Educator returns from a general leave exceeding six (6) months and there is no vacant position available to him/her in the same class in which the Educator was incumbent prior to such leave or leaves commencing, the Educator may be laid off without consideration of seniority and if laid off, the Educator's name shall be placed on the reemployment list.

**20.2 Personal Leave and Sick Leave:** Educators will be granted sick leave at the rate of twelve (12) days per academic year. Four (4) of these days may be used each academic year as personal business days. Educators shall be allowed to accumulate any unused sick leave. Sick leave may be used in increments of one (1) hour. Personal business days may be used in increments of two (2) hours.

Effective the beginning of the 1997 academic year, an educator who does not use any sick leave during the school year shall receive an additional Personal Business day. The compensation will be received in the first pay period in the month of June.

**20.3 Disability Leave:**

**20.3(a)** An employee who is unable to perform a substantial portion of his/her regularly assigned duties due to temporary physical or mental disability shall upon request be granted a leave for the duration of such disability.

**20.3(b)** In granting such leave or use of sick leave as provided in 20.2, the agency shall apply the following standards:

A substantial portion of regularly assigned duties shall be those duties or responsibilities normally performed by the employee which constitute a significant portion of the employee's time or which constitute the differentiating factors which identify that particular position from other positions, provided the balance of duties can be reassigned by the agency;

A request for disability leave shall be in writing except when the Agency is advised by other appropriate means of the employee's disability in which event the employee's signature is not required;

Except for service-connected disability as provided in 20.4 the employee shall have exhausted available sick leave provided under 20.2 prior to the commencement of a disability leave.

**20.3(c)** Failure of an employee to provide verification of continued disability upon reasonable request shall on due notice cause termination of such leave.

**20.3(d)** An employee's disability leave shall terminate when said employee is no longer temporarily disabled from performing his/her regularly assigned duties.

An employee is no longer temporarily disabled when he/she is able to perform his/her regularly assigned duties upon advice of the appropriate authority, or in the absence of such authority, the attending physician.

An employee is no longer temporarily disabled when he/she is found to be permanently disabled and unable to perform a substantial or significant portion of his/her regularly assigned duties by the appropriate authority, or in the absence of such authority, by the attending physician.

In determining whether to approve a requested discharge of an employee for failure to return from a disability leave or for physical inability to perform the duties of a position, the Director may seek and rely upon the advice of the Teachers' Retirement System or other appropriate authority, including an impartial physician selected in accordance with 20.3(b) above.

**20.3(e)** An employee who returns from a disability leave of six (6) months or less shall be returned by the Agency to the same or similar position in the same class in which the Employee was incumbent at the time the leave commenced.

An employee who returns from a disability leave exceeding six (6) months and there is no vacant position available in the same class held by the employee at the commencement of such leave may be laid off in accordance with the Rules on Voluntary Reduction and Layoff, unless such leave resulted from service-connected disability, in which case the employee shall be returned to employment as in (e) above.

**20.3(f)** An employee who is on disability leave while in temporary or emergency status, except if such status results from a leave of absence to accept such position, shall be

eligible for balance of such appointment and shall earn or accrue no other benefit arising from these rules.

**20.4 On-the-Job Injury:** An Educator who suffers an on-the-job injury or contracts a service-connected disease shall be allowed full pay during the first five (5) calendar days of absence without utilization of any accumulated sick leave or other benefits. Thereafter, the Educator shall be permitted to utilize accumulated sick leave. In the event such service-connected injury or illness becomes a subject of an award by the Industrial Commission, the Educator shall restore to the Employer the dollar equivalent which duplicates payment received as sick leave days, and the Educator's sick leave account shall be credited with sick leave day equivalents.

**20.5 Peace Corps Leave:** Any Educator who volunteers and is accepted for service in the overseas or domestic peace or job corps will be given a leave of absence for duration of his/her initial period of service and restored to the same or similar position provided that the Educator returns to his/her employment within ninety (90) days of the termination of his/her service or release from hospitalization from service-connected disability.

**20.6 Military and Reserve Leave:**

A. Leaves of absence shall be granted to Educators, except temporary or emergency Educators, who leave their positions and enter military service for four (4) years or less (exclusive of any additional service imposed pursuant to law). An Educator shall be restored to the same or a similar position on making an application to the Employer within ninety (90) days after separation from active duty or from hospitalization continuing after discharge for not more than one year. The Educator must provide evidence of satisfactory completion of training and military service when making application and be qualified to perform the duties of the position.

A veteran who returns to service with the Employer after having been granted a leave of absence from provisional status shall be permitted and required to pass the same or similar examination from his/her position within ninety (90) days.

B. Military Reserve Training and Emergency Call-up

1. Any full-time Educator who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay for one full pay period and such additions or extensions to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.

2. In the case of an emergency call-up (or order to State active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of seniority or other accrued benefit. Military earnings for the emergency call-up paid under the Illinois Military Code must be submitted and assigned to the employing agency, and the employing agency shall return it to the payroll fund from which the Educator's payroll check was drawn. If military pay exceeds the Educator's earnings for the period, the employing agency shall return the difference to the Educator.

3. To be eligible for military reserve leave or emergency call-up pay, the Educator must provide the employing agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.
4. Any full-time Educator who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia shall be granted leave from State employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State, and whether or not voluntary.
5. During such basic training and up to sixty (60) days of special or advanced training, if such Educator's compensation for military activities is less than his/her compensation as a State Educator, he/she shall receive his/her compensation as a State Educator, he/she shall receive his/her regular compensation as a State Educator minus the amount of his/her base pay for military activities. During such training, the Educator's seniority and other benefits shall continue to accrue.

**20.7 Leave for Military Physical Examinations:** Educators who are drafted into military service shall be allowed up to three (3) days leave with pay to take a physical examination required by such draft. Upon request, the Educator must provide the employing agency with certification by a responsible authority that the period of leave was actually used for such purpose.

**20.8 Court Appearances:** Any permanent Educator called for jury duty or subpoenaed by a legislative, judicial, or administrative tribunal, shall be allowed time away from work with pay, except in matters of non-work related personal litigation, for such purposes. Upon receiving the sum paid for jury service or witness fees, the Educator shall submit the warrant, or its equivalent, to the Employer to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. Provided, however, an Educator may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service. An Educator called for reasons contained herein shall have such days considered as days worked for the purpose of scheduling and shall be given commensurate days off from work on his/her next scheduled work day(s) for any days which he/she would otherwise not have worked.

**20.9 Educational Leave:** The Secretary of the Department of Human Services may grant an Educator a leave of absence for the purpose of engaging in postgraduate course work.

No educational leave may be granted unless, in the judgment of the Secretary of Human Services, the course work would benefit the State by improving the Educator's qualifications to perform the duties of his/her position or by qualifying the Educator for advancement in rank or grade to another position in the State service.

**20.10 Administrative Certification:** Effective September 1, 1995, educators with administrative certification shall be allowed one day each school year, without loss of pay, to attend administrators academy workshops needed to maintain certification.

**20.11 Maternity/Paternity Leave**

All female bargaining unit members who show proof that they have received prenatal care in the first 20 weeks will be eligible for four (4) weeks (20 work days) paid maternity leave. Such proof shall be provided to the Employer no later than the 24<sup>th</sup> week of pregnancy. All male bargaining unit members who show proof that their spouses have received prenatal care in the first twenty weeks, with notification to the Employer within 24 weeks, will be eligible for four (4) weeks (20 work days) of paid paternity leave. The State shall require proof of the birth and marriage for a non-covered spouse. Maternity and/or paternity leave shall be limited to one (1) leave per family for each birth. Leaves under this Section shall also be granted in cases of a full term still born child.

All bargaining unit members are eligible for four (4) weeks (20 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Adoption leave shall be limited to one (1) leave per family per year. Employees are not eligible for the above referenced leave in the event the adoption is for a child with whom the employee has previously established residency.

Individual bargaining unit members utilizing maternity/paternity leave may choose a voluntary reduction of the total number of days granted to them under Section 20.12 and may choose to substitute other accrued time up to the full four (4) weeks (20 work days) granted pursuant to this section.

#### **20.12 Sick Leave Bank**

- 1) The definition of immediate family shall be husband, wife and children or any person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed.
- 2) The definition of catastrophic illness or injury shall be as follows: Sick Leave Banks are intended to cover temporarily disabled or incapacitated employees or members of the immediate family as defined herein resulting from a life threatening illness or injury, or injury or illness of other catastrophic illness or injury shall be consistent with applicable rules and/or contractual provisions.
- 3) Employees may use up to 25 workdays from the sick leave bank per twelve month period.
- 4) A participating employee must be a full-time employee with a minimum of 6 months service and who has exhausted all available benefit time.
- 5) Employees must have a minimum of 5 days of accumulated sick time on the books to enroll in the Sick Leave Bank and must have donated at least 1 day of sick leave to become a member, however, an employee may donate additional days as desired at the time of enrollment or any time thereafter.

- 6) Employees may voluntarily enroll at any time pursuant to #4 or #5 above but must wait thirty (30) calendar days during the initiation of this program and sixty (60) calendar days thereafter before utilizing the sick leave bank.
- 7) Each agency shall establish a single bank for all agency employees. A review committee shall be established at Central Management Services to determine employee eligibility pursuant to the guidelines established herein. For claims from employees under a collective bargaining agreement the committee shall consist of one (1) agency representative, one (1) union representative and one (1) CMS representative. For claims from non-bargaining unit employees the committee shall consist of one (1) agency representative and two (2) CMS representatives. Any decision made herein shall be final and binding.
- 8) The Union shall be provided a copy of the forms used for determination for all claims within ten (10) workdays of the date that the determination is made.
- 9) Employee injuries and illnesses being compensated under the Workers' Compensation Act or Workers' Occupational Diseases Act shall not be eligible for sick leave bank use.
- 10) Participating employees who transfer from one agency to another shall thereby transfer their participation in the sick leave bank.
- 11) Any employee shall not be eligible to withdraw the sick leave time he or she has contributed to the pool.
- 12) Abuse of the uses of the sick leave bank should be investigated by the Agency and the Department and upon a finding of wrong doing on the part of a participating employee, that employee shall repay all sick leave days drawn from the sick leave bank and shall be subject to other disciplinary action. Information regarding the alleged misuse of the sick leave bank shall be provided to the Union members of the Committee prior to the initiation of any action against the employee.
- 13) Upon termination, retirement, or death, neither a participating employee or the participating employee's estate shall be entitled to payment for unused sick leave acquired from the sick leave bank.
- 14) Either party may request a review of this policy and any changes shall be subject to negotiations and mutual agreement of the parties.

## **ARTICLE XXI**

### **Wages and Other Pay Provisions**

**21.1** The rates of pay for Educators covered by this Agreement shall be determined by the following paragraphs of this Article and as set forth in Schedule A.

**21.2 Change in Steps:**

Effective July 1, 2015, step increases shall be frozen for the duration of the agreement. Step Scale Schedule A and paragraphs A, B and C will remain in the contract for reference.

- A. Satisfactory Performance Increase - An Educator who has not attained Step 7 of the appropriate pay lane and whose level of performance has been at a satisfactory level of competence, shall be successively advanced in pay to the next higher step in the salary lane after one year of creditable service in the same class.

A satisfactory performance increase shall become effective on the first day of the month within which the required period of creditable service is reached.

No satisfactory performance increase may be given after the effective date of separation.

- B. Withholding Satisfactory Performance Increase - As an inducement toward attainment of satisfactory level of competence, Satisfactory Performance Increase may be withheld from an Educator who has not achieved a satisfactory level of performance. Such action must be supported by:

- i. A performance record showing less than satisfactory performance. This must be prepared by the appropriate supervisor, discussed with the Educator and approved by the agency head prior to the date the increase would otherwise become effective.

The performance record will not be invalidated by refusal of an Educator to sign. In such cases an explanatory comment shall be made on the record by the supervisor. This record will be preserved by the agency.

- ii. Notice of withholding of Satisfactory Performance Increases to the Department of Central Management Services - It shall be reported upon completion of action required by (i) above, but not later than the submission of the payroll reflecting the denial of the increase.

- C. Redetermination - A Satisfactory Performance Increase previously withheld shall be granted when the cause for withholding has been eliminated. Redetermination must be made at least annually. In such cases the increases will be effective the first day of the month following date of approval and will be preceded by the preparation and filing of a performance record within the agency indicating the attainment of satisfactory level of competence.

### **21.3 Wage Increases**

Effective August 16, 2014, the pay rates for all bargaining unit classifications and steps shall be increased by 2.00%, which rates are set out in Schedule A.

**Longevity:**

Effective August 16, 2000, the Step 7 rate shall be increased by \$25.00 per month for those employees who attain ten (10) years of continuous service and have three (3) or more years of creditable service on Step 7 in the same pay grade.

Effective August 16, 2004, the Step 8 rate shall be increased by \$25.00 per month for those employees who attain ten (10) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same or higher pay grade. For those employees who attain fifteen (15) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same or higher pay grade the Step 8 rate shall be increased by \$50.00 per month. Longevity shall be paid each month per calendar year.

Effective August 16, 2010, the Step 8 rate shall be increased by \$50.00 per month for those employees who attain ten (10) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same or higher pay grade on or before August 16, 2010. For those employees who attain fifteen (15) years of continuous service and have three (3) or more years of creditable service on Step 7 in the same or higher pay grade on or before August 16, 2010, the Step 8 rate shall be increased by \$75.00 per month.

Effective August 16, 2013, the Step 8 rate shall be increased by \$25.00 per month to \$75.00 a month for those employees who attain ten (10) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same or higher pay grade on or before August 16, 2013. For those employees who attain fifteen (15) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same or higher pay grade on or before August 16, 2013, the Step 8 rate shall be increased by \$25.00 per month to \$100.00 a month.

**Step 8:**

- 1) Effective January 1, 2002, a Step 8 shall be established for each pay grade at a pay rate 1% higher than the Step 7 rate in each pay grade.
- 2) Effective January 1, 2003, the Step 8 rate for each pay grade shall be increased to a pay rate 2% higher than the Step 7 rate in each pay grade.
- 3) Effective January 1, 2004, the Step 8 rate shall be increased to a pay rate 3% higher than the Step 7 rate in each pay grade.
- 4) Effective January 1, 2002, employees with twelve (12) months or more of creditable service on Step 7 on or before that date shall be placed on Step 8.
- 5) Employees who are eligible for longevity pay on or before January 1, 2002, shall continue to receive longevity pay after being placed on Step 8 while they remain in the same or lower pay grade.
- 6) Employees not eligible for longevity pay on or before the date they are placed on Step 8 shall begin to receive longevity pay after three (3) years or more of creditable service on Step 8.

- 7) Effective August 16, 2007, the Step 8 rate shall be increased to a pay rate 4% higher than the Step 7 rate in each pay grade.

Steps 1a, 1b, and 1c shall be implemented for all employees hired on or after August 16, 2014, with a 3% step differential.

Effective July 1, 2012, the employees at the frozen agency will be placed on the appropriate step and/or lane change of the wage scale that they would have been placed but for the freeze.

**21.4 Change in Pay Rates**

- A. An Educator shall advance vertically on the salary schedule by obtaining additional college credits from accredited institutions of higher learning. The B.A. plus hours and M.A. plus hours must be earned in course work bearing previous written approval of the Superintendent.

Salary adjustments on the basis of earning additional professional training will be made upon presentation of an official notice from the institution granting the credit in the form of an official transcript.

The increase in salary will become effective with the pay period following the pay period in which work was performed with the additional professional training, provided that notice be given ten (10) days prior to the pay period.

**21.5 Holiday Pay**

- A. Full-time Educators shall receive double time cash payment for work performed on any holidays designated in the Rules of the Department of Central Management Services, which occur during the academic year. Such holidays shall be designated in the school calendar at the discretion of the Superintendent or his/her designee with the employees receiving a minimum four (4) holidays per academic year and five (5) holidays in an election year. Beginning in academic year 2005-2006 the employees shall receive, under the above provision, a minimum five (5) holidays per academic year and six (6) holidays in an election year.

**21.6 Vacation Pay:** Permanent, full-time Educators shall earn vacation in accordance with the following schedule:

<u>Years Completed</u>	<u>Vacation Days Paid</u>
1 - 5	5
6 - 9	6
10 - 14	10
15 - 19	13
20 - 25	16
26 +	19

Payment for such vacation shall be paid in cash at the end of each academic year in which it was earned unless the Superintendent at his/her discretion grants Educator requests for vacation time use during the school year.

Subject to audit verification, the parties agree that any discrepancy in the administration of this section shall be adjusted for each individual employee upon separation or retirement as it relates to the appropriate number of vacation days per years of service. For purposes of this section, completion of year(s) of service shall mean completion of a full academic year, including an educator's first academic year. This provision applies to employees on the active payroll as of August 1, 1997.

**21.7 Summer Employment:** Educators shall be in "non pay" status during the period between the ending of an academic year and the beginning of the subsequent academic year. However, when the school designates Educators to work during such period, the Educator shall be compensated for each full day worked at their daily rate of pay except for positions funded by grants. Educators during summer employment shall not accrue personal business or sick leave credits for such summer work.

**21.8 Payment for Specified Extracurricular Activities:** No additional compensation shall be paid to an Educator unless he/she is assigned extracurricular activities as listed in Schedule B. The current pay scale as set forth in Schedule B shall remain at the current rates for the duration of this Agreement. Schedule B shall remain in the contract for reference.

An Educator assigned to such extracurricular activities shall receive, in addition to the compensation provided in Schedule A, the appropriate compensation in Schedule B. The appropriate amount will be paid in one warrant at the end of the season or academic year.

Beginning with the 2000 school year and each subsequent year of this contract, compensation for each of the extracurricular activities, as listed in Schedule B, shall be increased by 3.5% - (2000), 3.75% - (2001), 3.75% - (2002), and 4% - (2003), effective the first day of school.

Beginning with the 2005 school year and each subsequent year of this contract, compensation for each of the extracurricular activities, as listed in Schedule B, shall be increased by 1%, effective the first day of school.

Schedule B shall be increased by 2.5% - (2009), 2% - (2010), and 4% - (2011) effective the first day of school.

**21.9 Educators shall be paid in 24 equal pay periods.**

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Section.

**21.10 Bilingual Pay:**

Effective the first day of the 1997 school year, the salary schedule shall be adjusted by either \$100.00 per month or 5% of their monthly salary whichever is greater for positions whose job descriptions require the use of sign language, or which require the employee to be bilingual.

Bilingual pay will be paid on a percentage scale based on the SCPI test. An employee would be paid the following percentages of the bilingual pay supplement based on the skill level on the SCPI test:

20%	Survival
40%	Survival Plus
60%	Intermediate
80%	Intermediate Plus
100%	Advanced

The above is not intended to adversely affect any current employees.

### **21.11 School Improvement Pay**

For the addition of 6 designated school improvement meetings, full time educators shall earn one day of comp time, to be paid at their daily rate of pay, in June of the academic year.

### **21.12 Direct Deposit**

Effective August 16, 2004, all paychecks will be delivered via direct deposit.

**21.13 180 Day Rate Pay Calculation:** The monthly salary multiplied by twelve and divided by 180 days shall equal the daily rate of pay. The daily rate of pay divided by 6.25 shall equal the hourly rate of pay.

If an educator separates from employment prior the completion of the 180-day school calendar year, he/she shall receive payment for the days utilizing the following formula.

The actual days worked will be multiplied by their daily rate of pay and then subtracting the salary already received from the Employer.

Educators completing the full 180 days of the school calendar year shall receive their full annual salary for the year.

## **ARTICLE XXII**

### **No Strike or Lockout**

**22.1** No lockout of Educators shall be instituted by the Employer or their agents during the term of this Agreement.

**22.2** During the term of this Agreement, the Union or its agents shall not cause or sanction a strike, work stoppage or slowdown.

**22.3** The Employer has the exclusive right to discipline its Educator for violating the provisions of this Article. The Educators retain the right to appeal to the Civil Service Commission, the grievance procedure and the Courts under the appropriate provisions of this Agreement.

## **ARTICLE XXIII**

### **Waiver Clause**

**23.1** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining as defined in P.A. 83-1012, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the rights and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE XXIV**

### **Increase or Decrease in Benefits**

**24.1** In the event the Director of Central Management Services unilaterally grants an increase or decrease in fringe benefits to every and all state employees subject to the Personnel Code, such increase or decrease shall be made applicable to the Educators covered by this Agreement. In the event of a decrease in benefits, the Employer shall provide notice to the Union and, upon timely request, shall discuss such decrease with the Union in an attempt to minimize the effect of any immediate financial impact upon the membership.

## **ARTICLE XXV**

### **Savings Clause**

**25.1** Should any provision of this Agreement, or any application thereof, be judicially determined to be contrary to law, all other provisions of this Agreement shall continue in full force and effect of the life thereof.

## **ARTICLE XXVI**

### **Health Insurance**

**26.1** During the term of this Agreement, the Employer shall continue in effect, and the Educators shall enjoy the benefits, rights and obligations of the Group Insurance Health and Life Plan applicable to all Illinois State Educators pursuant to the provisions of the State Employees Group Insurance Act of 1971 (Public Act 77-476) and as amended or superseded.

However. Employee Health Care Benefits shall be as set forth below:

- a) Beginning July 1, 2016, the Parties agree that the aggregate level of cost-sharing borne by employees covered by this Agreement will increase from 24% - 40%. Calculation of the aggregate share shall include the cost of the employee premium contribution share and/or other charges incurred at the time of treatment, such as co-pays, deductibles, and coinsurance as defined by subsections (b)-(e) below.

The State agrees to immediately initiate efforts to develop additional plan designs and premium contribution structure in cooperation with the Union.

- b) The State will offer, by July 1, 2016 or as soon thereafter as is practicable, multiple plan designs that will allow employees covered by this Agreement to select the plan richness based upon individual considerations, such as their need for family coverage, their individual and family medical history, and their ability to budget for increases in premium contributions and/or other charges incurred at the time of treatment, such as co-pays, deductibles and coinsurance. The State will conduct a Benefit Choice period following approval of these plan-designs.
- c) In accordance with the provisions of subsection (b), the State will offer, by July 1, 2016 or as soon thereafter as is practicable, a plan design that allows employees to obtain health insurance coverage at the same employee premium contribution amount, by salary tier, as those in place on June 30, 2015. This plan will achieve the same average level of cost-sharing in aggregate between the State and its Employees as the plan outlined in subsection (a) by increasing the amount of out-of-pocket costs, such as co-pays, deductibles, and coinsurance borne by the employee.
- d) In accordance with the provisions of subsection (b), the State will also offer, by July 1, 2016 or as soon thereafter as is practicable, a plan design that is a richer plan design than the plan referred to in subsection (c) and less rich than the plan design referenced in subsection (e). Such plan will, on average, evenly split the increase in employee costs between premium contributions and the amount of out-of-pocket costs, such as co-pays, deductibles and coinsurance borne by the employee. This plan will achieve the same aggregate level of cost-sharing between the State and its Employees as that contained in subsection (a).

- e) In accordance with the provisions of subsection (b), the State will also offer, by July 1, 2016 or as soon thereafter as is practicable, a plan design that is a richer plan design than the plan referred to in subsection (d). Such plan will increase the share of premium contributions borne by the employee, but the amount of out-of-pocket costs, such as co-pays, deductibles and coinsurance shall remain fixed based upon those amounts as are in place on June 30, 2015. This plan will achieve the same aggregate level of cost-sharing between the State and its Employees as that contained in subsections (a).
  
- f) On July 1, 2016, employees will also be offered the option to receive health insurance coverage at the same level of cost sharing between themselves and the State as that present on June 30, 2015, from July 1, 2016 through June 30, 2019. As consideration for this increase in coverage, employees who choose this option will be responsible for the premiums for their member and dependent health insurance coverage after retirement.

In some households, both the employee and their spouse or partner may hold jobs that qualify for state-funded health insurance. In such cases, an employee who selects this option may not place their spouse or partner on this plan as a dependent if their spouse has not also selected this option. Similarly, under such cases, employees who select this option agree to pay the full cost of their retiree premiums and may not be listed as a dependent on their spouse's retiree coverage upon retirement. The preceding exclusions also apply to any employees that select this option and subsequently marry an individual who qualifies for state-funded health insurance.

If, for any reason, the above provisions relating to consideration for retiree healthcare are subsequently invalidated or deemed to not be in compliance with state law, employees who choose this option will reimburse the State an amount equal to the difference in value of the coverage they received under this option instead of the other plans offered under this agreement. Decisions made to select this option are irrevocable.

- g) The State will also implement, as soon as is practicable, other initiatives designed to achieve \$150 million in combined annual savings for both the State and employees. These may include wellness and spouse opt-out incentives and network modifications that allow certain services to be offered at a lower cost to both the State and its employees.

- h) Notwithstanding (a) through (h), employee premium contribution amounts may be increased or decreased in proportion to net insurance liability changes. Such increases or decrease in employee contributions shall be no greater than ten percent in comparison to employee's contributions from the preceding year of this Agreement.

The Parties agree that the State will continue to explore cost containment initiatives to provide employees with greater choice and stimulate competition among carriers. As an alternative to the plans outlined under this Agreement the State may introduce a private medical exchange consistent with the conceptual framework of the Affordable Care Act. Within such an exchange, employees would have the ability to select amongst multiple plans of varying richness, including plans of comparable actuarial value to the three plans outlined under this agreement. The State would provide employees with a contribution amount, on average, that is equal in value to the State's projected contributions under the 3 plans set forth in this agreement. This contribution amount would be adjusted on July 1, 2017 and July 1, 2018 to reflect any projected increases or decreases in total liability while maintaining the same ratio of cost sharing between the State and employees. Full payment of such an amount would be contingent on employee's participation in wellness initiatives. Lack of participation in such initiatives would result in a reduction to the State's contribution in proportion to the estimated cost savings that such an initiative would achieve.

The State pledges to continue to strive for health insurance cost savings in order to minimize costs for state employees. The State has already undertaken initiatives in pharmacy benefits management, dependent audits, and re-negotiation of rates for HMO and vision plans. Savings from these initiatives have been factored into the State's current proposal to reduce the increase in employee costs.

The State has identified additional initiatives that may achieve cost savings. These include wellness incentives, network modifications, and incentives to encourage lower cost carriers. Any reductions in total liability from such initiatives will be shared between the State and employees in proportion to each party's contribution level under the plans outlined in this agreement.

## ARTICLE XXVII

### Tuition Reimbursement

**27.1** Each employee shall be entitled to, upon written application to and with the superintendent's advance written consent, reimbursement for course work beyond a degree as specifically limited by the following:

For each of the school years 2013-2015, DHS shall establish a fund for the purpose of tuition reimbursement. The current rates for the 2013-2015 school years shall remain in place for the duration of this Agreement.

The fund established shall be divided into sub-funds as follows:

#### **2013-2015**

Period 1 -- **\$4250** July 1- October 31

Period 2 -- **\$4250** November 1- February 28

Period 3 -- **\$4250** March 1- June 30

**27.2** Employees requesting reimbursement must submit official transcripts or a letter for the same no later than thirty (30) days following the conclusion of the period following completion of the graduate course work. Failure to be teaching at ISD at the time of submission of course work will result in the inability of the educator to receive reimbursement.

**27.3** From the fund designated by DHS if all requests for reimbursement do not exceed the sum set for each period, at \$150.00 per hour for the 2013-2015 school year for a maximum of six (6) semester hours (or the equivalent in quarter hours) per teacher per period then and only then shall each teacher receive the actual cost of tuition paid, or the maximum reimbursement per hour of cost, whichever sum is less.

If, however, the sum total of reimbursement requests exceeds the sum set forth for each period at the rates of \$150.00 per hour, then all teachers will receive a proportionate share of their actual costs of tuition (not to exceed the maximum per hour costs of the year), provided such total reimbursement shall not exceed the maximum fund per period for the year.

At the end of the year, total tuition reimbursement requests will be added then subtracted from the total yearly fund. Any employee(s) prorated in any of the three (3) periods will receive a proration of the remaining sum, irrespective of \$150.00 per hour or six hour per period limitations.

**27.4** A passing grade ( "C" grade for undergraduate study/ "B" grade for graduate study) shall be required for all tuition reimbursement payments.

**27.5** A summary of tuition requests and reimbursements will be made available to the IFT Local 919 upon request.

**27.6** If because of changes in certification or accreditation Educators are required by the Employer to take courses on a part-time basis so as to retain their present position classification, such Educators shall be granted tuition reimbursements for such required courses.

## **ARTICLE XXVIII**

### **Pension**

Effective January 1, 1992, the Employer shall make the employee contribution to the appropriate Retirement System for all employees in an amount equal to 4%.

The employee contributions shall be treated for all purposes in the same manner and to the same extent as employee contributions made prior to January 1, 1992, consistent with Article 14 of the Illinois Pension Code.

In the event that pension benefits provided to employees covered under the Teachers Retirement System (TRS) are enhanced by state statute and paid for by the employer, either party may re-open the 2000-2004 collective bargaining agreement by giving the other party written notice of its intent to re-open within thirty (30) days of any such state statute becoming law. Such re-opener shall be for the sole purpose of negotiating economic issues for employees covered under the TRS.

Effective August 16, 2005, employees shall make half the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate 2% for covered employees.

Effective January 1, 2006, employees shall make the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate 4% for covered employees.

ARTICLE XXIX

Term of Agreement

29.1 This Agreement shall be effective as of July 1, 2015 and shall remain in full force and effect from said date until midnight June 30, 2019, and it shall be automatically renewed from year to year, thereafter, unless either party notifies the other, in writing, at least sixty (60) days prior to June 30, 2019, or the anniversary date of such yearly extension, of a desire to amend or terminate it.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and date below.

M. M. Hoffmann  
For the State of Illinois  
5/23/16  
Date

Renée Jumper  
For the Union Local #919  
5/31/16  
Date

Side Letter

Summer Employment Opportunities

For the 2015 academic year, at least ten (10) days prior to the posting of any summer employment opportunities, a labor-management meeting shall be held to discuss issues related to summer employment. Such labor-management meetings may be held for additional academic years covered under this agreement, if mutually agreed by the parties.

M. M. [Signature]  
For the State of Illinois  
5/23/16  
Date

Renee Jumper  
For the Union Local #919  
5/31/16  
Date

Memorandum of Understanding by and between  
the Illinois Federation of Teachers, Local 919, I FT/I FT, AFL-CIO,  
the Illinois Department of Central Management Services,  
and the Illinois Department of Human Services.

All bargaining unit employees who are in active employment status on June 30, 2016, and who have missed fewer than five (5) percent of their assigned work days between the effective date of this Agreement and June 30, 2016 shall receive a one (1) time, non-pensionable bonus of \$1,000. This bonus shall be paid no later than 30 days from the date upon which the contract is signed by the parties., subject to any Pay Plan change that is necessary to effectuate this provision.

The parties agree to develop and implement a merit incentive program which will begin in the Fiscal Year starting July 1, 2016, to reward and incentivize high-performing employees, or a group's/unit's performance. As a part of such efforts, the Employer shall create an annual bonus fund for payout to those individuals deemed high performers or for a group's/unit's level of performance for the specific group/unit. Payment from this bonus fund will be based on the satisfaction of performance standards to be developed by the Employer in consultation with the Union. Such merit compensation either for a group/unit or an individual shall be considered a one-time bonus and will be offered only as a non-pensionable incentive, and that any employee who accepts merit pay compensation does so voluntarily and with the knowledge and on the express condition that the merit pay compensation will not be included in any pension calculations.

Additionally, as a part of overall efforts to improve efficiency of state operations and align the incentives of the Employer with its employees, the Employer shall develop gain sharing programs. Under such programs, employees or agencies that achieve savings for the State will share in such savings. Savings shall be calculated based on achieved savings for the State and shall not include savings from other funds, such as Federal funds, if the State is forbidden from disbursing such monies as rewards. Such compensation, either for a group or an individual, shall be considered a one-time bonus and will be offered only as a non-pensionable incentive. Any employee who accepts gain-sharing compensation does so voluntarily and with the knowledge and on the express condition that the merit pay or gain-sharing compensation will not be included in any pension calculations.

In each contract year in which a merit incentive program is created, and subject to annual approval as a part of the State's overall budget, the Employer shall set aside for payments pursuant to this Section, a separate budgetary line item in an amount equal to

two (2) percent of the budgeted base payroll costs for a bargaining unit employees ("Bonus Pool"). Employee bonuses will then be distributed as follows:

- 1) One-half (.5) percent of the Bonus Pool will be distributed among all bargaining unit employees subject to this Agreement and who meet the conditions stated in subsections (a) and (b) of this Section in proportion to each employee's base salary. To be eligible to receive the first one-half (.5) percent of the bonus pool, an employee:
  - a) Must have missed no more than seven (7) of their assigned work days (or no more than 56 of their assigned work hours) in the fiscal year during which a bonus is distributed, and
  - b) Must have committed no work policy violations during the same fiscal year.
  
- 2) The remaining one and one-half (1.5) percent of the Bonus Pool will be distributed to no fewer than 25% of employees based on the satisfaction of performance standards to be developed by the Employer in consultation with the Union as part of a merit incentive program described in subsection B above, as well as meeting the criterion set out in subsection (1)(a) above.

The Employer shall form a joint committee with the Union comprised of at least three (3) representatives from the Union and a comparable number of Employer-representatives. The purpose of such committee will be to allow the Union the opportunity to consult on development of specific policies and criteria for both of these programs. Further, once developed, the Union will be given an opportunity to review and comment on such policies and criteria prior to their implementation. The Employer's intent is to develop policies that will reward employees or group of employees based on specific achievements and to prevent payouts that are influenced by favoritism, politics, or other purely subjective criteria. Compliance with the policies for both of these programs shall be subject to the grievance and arbitration procedure. Whenever the Employer pays an employee or group of employees as part of the merit incentive program or gain-sharing initiatives, the payments shall be funded by the employing Agency's operating funds. The Employer shall forward all requests for payment to the Comptroller, and payments shall be issued as required by the obligations of this Agreement.

This Memorandum of Agreement shall remain in effect until the expiration of the current collective bargaining agreement between the parties, or until there is a mutual agreement between the parties to terminate this memorandum of understanding prior to such expiration.

M M Hoffman  
For the State of Illinois

5/31/16  
Date

Renee Jumper  
For the Union Local #919

5/31/16  
Date

Side Letter

Filling of IFT Educator Vacancies

In accordance with Section 9.3 of this Agreement, the Employer shall make reasonable efforts to post and fill funded Educator vacancies in a timely manner, including posting available Educator vacancies within a timeframe which will allow well-qualified candidates, including those who are graduating from universities or colleges with a degree from an accredited Deaf Education program, to bid on available positions.

M. M. Hoffman  
For the State of Illinois By Hoffman

5/23/16  
Date

Renee Jumper  
For the Union Local #9/9

5/31/16  
Date

Side Letter

Illinois School for the Deaf Labor/Management Committee

The parties agree to establish a Labor-Management Committee that shall meet twice a year as part of collaborative effort to generate and discuss ideas to advance the mission of the ISD, which is "to educate students who are deaf or hard of hearing to be responsible self-supporting citizens."

Management representatives for the committee shall include the Secretary of Education, the Secretary of the Department of Human Services, and other applicable management representatives as deemed appropriate by management. Should unforeseen circumstances arise that prevent either Secretary from attending a scheduled meeting, they may appoint a designee who has the authority to speak on their behalf to attend in their absence or the meeting may rescheduled, whichever option the parties choose by mutual agreement. Labor representatives for the committee may include a reasonable number of IFT staff and representatives, as designated by the Union.

A tentative agenda for each meeting shall be worked out by mutual agreement at least five (5) work days in advance of the meeting.

Such meetings shall occur during non-scheduled work hours and scheduled at a mutually agreed upon time, place, and date. Less or more frequent meetings may occur by mutual agreement of the parties.

mm H. H. H. H.  
For the State of Illinois

5/23/16  
Date

Renee Jumper  
For the Union Local #910

5/31/16  
Date