

ECHO Employee Association IEA-NEA Comprehensive and Final Settlement Offer to The ECHO Joint Agreement February 13, 2013

The teacher-members of the “Exceptional Children Have Opportunities (ECHO) Joint Agreement” are committed to providing excellent services and the highest-quality care to the children and students to whom we devote our professional lives. That is our goal and our commitment.

With an understanding of the financial challenges facing the State of Illinois as well as the limits of member district finances, the teacher/professional staff of our association have developed the proposals listed below in a good-faith effort to meet the needs of the students, the joint agreement, parents, community members and the teachers/professional staff. We are proud to be part of a Special Education Cooperative that is recognized for its dedicated staff and commitment to the special needs of students from our surrounding south suburban communities.

ECHO is a special education joint agreement serving students in 17 school districts in the south suburbs of Chicago. The member districts consist of two high school districts (Thornton Township and Thornton Fractional) and 15 elementary districts in the communities of East Hazel Crest, Burnham, Harvey, Riverdale, Dolton, South Holland, Thornton, Lansing, and Calumet City. ECHO also provides services to students with low-incidence disabilities residing in the communities of Homewood, Flossmoor, Matteson, Park Forest, Glenwood, Sauk Village, Ford Heights, Chicago Heights, Steger, and Olympia Fields. The Executive Board of Directors consists of the Superintendents from each of the 17 member districts.

The ECHO Employee Association consists of 250 professional staff including teachers, speech/language pathologists, vocational counselors, social workers, psychologists, nurses, and occupational/physical therapists serving over 1200 special education students. Additionally there are 210 support professionals.

ECHO operates programs for students with disabilities, ages birth to twenty-two, for the following disability areas:

- Cognitive Disabilities
- Orthopedic Impairment
- Visual Impairment
- Hearing Impairment

- Deaf
- Speech/Language Impairment
- Emotional Disturbance
- Other Health Impairment
- Developmental Delay
- Autism
- Traumatic Brain Injury
- Multiple Disabilities

ECHO operates the following programs for students, ages birth to twenty-one, who are at-risk or require an alternative educational environment:

- Birth – Three Prevention Programs
- Regular Education Alternative Programs

ECHO provides the following services:

- Assistive Technology
- Behavior Management Consultation
- Diagnostic Evaluation
- Functional Vision Assessment
- Technical Assistance & Support
- Intervention Strategies Team
- Low-Incidence Itinerant Consultation

Negotiations began in March of 2012. Unfortunately, no Board members have been a part of the negotiating team for ECHO. It has consisted of the Executive Director, Assistant Director, business manager and school board attorney.

This has proved frustrating when at times we were told that their team could not make decisions in bargaining without speaking to the “board” first. We were stymied and delayed on many occasions due to this occurrence.

Fair compromise is all we have been seeking in order to settle this contract. The association has made concession after concession in an effort to settle this contract, however, without success, as you will see in the attached individual tentative agreements.

There have been 10 negotiations sessions with an additional 5 sessions with a Federal Mediator from the Federal Mediation and Conciliation Service over the past 11 months. The teachers/professional staff of ECHO EA has been working without a contract since July 1, of 2012.

SUMMARY OF UNRESOLVED ISSUES AND PROPOSALS

Issue: Health Insurance

Rationale:

The health insurance plan was modified during the summer of 2012 without the contractual input of the Association. Employee meetings were held where incorrect information was provided and questions of the employees went unanswered. When the Executive Director was asked directly during bargaining if she made the decisions that altered the plan, she answered, yes; she did, and verified that this was without the agreement of the contractual insurance committee.

A cost comparison of the insurance plan is as follows:

	Medical Insurance (prior to July 1, 2012)	Medical Insurance (as of July 1, 2012)
Deductible		
Individual	250.00	500.00
Family	500.00	1000.00
Coinsurance	0	90% of all hospital/surgery/office visits after deductible is met
Out of Pocket Limit		
Individual	500.00	1200.00
Family	1000.00	2400.00
Lifetime Maximum	Unlimited	Unlimited
Hospital		
Inpatient Services	100%	90% *
Outpatient Surgery	100%	90% *
Emergency Room	100%	100% after 100.00 co-pay (waived if admitted)
Physician		
Inpatient Surgery	90%	90% *
Outpatient Surgery	100%	90% *
Office Visits	90%	90% *
Other		
X-rays and Labs	100%	90% *
Diagnostic Tests	100%	90% *
Prescription Drugs		
Retail Pharmacy	80%	80%
Mail Order 90 day supply	\$5 generic/\$10 brand	\$15 generic/\$30 brand

*Some things count toward both deductible and out of pocket, some count just for deductible and some count just for out of pocket.

Insurance scenario 1 Single Premium

An employee with single premium coverage has to be hospitalized. She/he has to meet the \$500.00 deductible (previously \$250.00) and meets the out of pocket expenses of \$1200.00 (previously \$0) before BC/BS coverage will begin coverage at 100%.

Previous cost to employee- \$250.00

Current cost to employee- \$1700.00

Insurance Scenario 2 Family Premium

An employee with family coverage needs to be hospitalized. She/he has to meet the \$500.00 deductible per family member (previously \$250.00) and meets the out of pocket expenses of \$1200.00 per person (previously \$0) before BC/BS coverage will begin coverage at 100%.

This employee also pays a family premium contribution of \$8293.73 per year.

Previous cost to employee- \$250.00 per family member

Current cost to employee- \$1700.00 per family member until deductible and \$2400.00 out of pocket are met.

As can be seen from these scenarios, employees are paying more in all categories of the insurance plan. Deductibles have doubled and out of pocket expenses have more than doubled. Prescriptions have tripled in price and what was covered previously at 100% is now reduced to 90%.

Not only do the members have significant monetary increases for use of the health care plan, they are being asked to pay a portion of the actual premium. The Joint Agreement is also proposing that those members who need family health care, no longer have any portion of the family plan paid for.

PROPOSAL:

The ECHO EA has proposed an increasing set dollar amount that they are willing to pay toward the insurance plan for each year of the contract. We have also proposed that the Board paid family coverage be reduced from a minimum of 30% to 20%. These are significant concessions. They represent a significant savings to the Joint Agreement and are offered in the spirit of sharing the increasing costs of health insurance.

ISSUE: RETIREMENT INCENTIVE

The ECHO school board – like most school boards – has recognized the long term financial value in giving their most senior, and often higher-paid, employees an incentive to retire from the district earlier than they might have otherwise anticipated. While representing an initial cost in the beginning, these retirement incentives result in long-term savings for school districts. Consistent with retirement incentives offered in many other school districts as well as with the regulations of the Illinois teachers' pension system, the current contractual benefit involves increases of 6% in up to four years prior to an eligible teacher's retirement. This expenditure has benefited teachers by ultimately increasing their retirement annuities, and has benefited ECHO by lowering its long-term salary costs; it has been a win-win arrangement.

The Board has proposed a reduction from the 6% increase to a 5% increase and from a four (4) year notice to three (3) year notice for retirement.

Currently there is language that allows for severance bonus of \$1500 for year of notice provided for retirement. This language was bargained in previous contracts to help offset the initial cost of purchasing insurance prior to eligibility for Medicare. The Board had proposed that this benefit be reduced to three years.

PROPOSAL:

The ECHO EA has offered to reduce the retirement incentive over the course of the contract while providing an opportunity for those within four years of retirement to still benefit from the 6% increase for up to four years should they provide notice to retire by May 1 of 2013. Those providing notice by May 1 of 2014 would receive an incentive at 5.5% for up to four years. Those providing notice by May 1 of 2015 would receive an incentive of 5% for up to four years, retiring no later than June 30 of 2019.

RATIONALE: Our goal is to maintain a significant incentive for employees to retire earlier than otherwise anticipated, in an attempt to save money for the cooperating schools and provide a benefit to retiring employees. The school districts' proposal is unnecessary and represents too harsh a cut to the employees.

ISSUE: Duration of Agreement

RATIONALE:

The Board has continually proposed language that represents "bargaining for what might happen" and not the reality of a good faith negotiated agreement. The Board wants to terminate the contract if pension reform requires additional funding by the Districts or a PTELL tax cap extension of 0% if placed on any one of the 17 member districts. We do not understand why every other article in the contract would need to be terminated based on the possibility of two "hypothetical situations."

We have offered to bargain the impact when and if pension reform occurs. We are not willing to put all other contract provisions in jeopardy to the whim of the General Assembly.

Our Counter **PROPOSAL** to the Board has been:

This Agreement shall be effective as of July 1, ~~2007~~ **2012** and shall continue in effect until June 30, ~~2012~~ **2015**. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a successor Agreement.

The Board and the Association will bargain the impact of either or both of the possible occurrences listed below. ~~may elect to terminate this Agreement on June 30 of any school year upon the occurrence of either of the following events:~~

- A. The Pension Code is amended and the costs to the Board related to the Illinois Teachers' Retirement System are thereby increased; or
- B. The *Property Tax Extension Limitation Law ("PTELL")* is amended to make an ECHO member school district's extension limitation 0% if the school district's total equalized assessed valuation (EAV) is lower than the prior year (e.g., see SB 2073), and such extension limitation applies to any ECHO member district.

In the event that the Board elects to terminate this Agreement upon the occurrence of either of the above events, the Board shall notify the Association in writing of such election by not later than June 1 that the Agreement shall terminate on June 30 of the school year. In the event that the Board provides such notice, the Board and the Association shall commence negotiations for a new Agreement for the following school year.

ISSUE: Payroll Procedures

PROPOSAL:

That teacher/professional staff receive their first pay check of the school year at the end of the first week of the start of the school year and that the Association be provided a copy of the payroll dates not later than August 1 of each year.

RATIONALE:

When school began in August of 2012, teachers/professional staff had to wait over three weeks before receiving their first pay check of the school year. This created financial issues for the members as this had not occurred in the last 10 years and the members were not notified. So while bargaining began in March, a proposal to resolve the issue was placed on the bargaining table in September.

ISSUE: SALARY SCHEDULE

PROPOSAL: A 2% increase in each cell with no step movement. Reduce 25 steps to 22 steps. A 2% increase for those off the schedule for each of the three years.

RATIONALE:

While the teacher/professional staff of ECHO has enjoyed raises and step movement over the course of its contracts, the ECHO EA understands the financial concerns of the State of Illinois and the Department of Education. Therefore we have proposed a “soft step freeze” for the duration of the contract and have conceded to reduce the salary schedule by three steps. Additionally we have agreed to keep constant the summer school pay and provide a minimal increase to extra duty pay for the duration of the contract. We have agreed to remove any monetary reimbursement for certification or licensure. This increase of 2% does not offset the increased cost of the new insurance plan.

Our proposals have been made with an understanding that finances are challenging for the school district as well as for employees. No one is immune to economics. With that said, ECHO employees are specialized and talented professionals. It is vitally important that ECHO be able to attract and retain quality professionals to serve its diverse and special student body. Fairness in compensation and benefits is all we seek.

ECHO EA Comprehensive Package Proposal

ECHO Employee Association IEA-NEA

**Comprehensive Settlement proposal
(In addition to all items tentatively agreed to by the parties)**

**Presented to ECHO Joint Agreement Bargaining Team
And the Illinois Educational Labor Relations Board**

February 13, 2013

ECHO EA Comprehensive Package Proposal

5-1 EXTENDED SCHOOL YEAR PROGRAMS

- A. Participation in these programs shall be voluntary.
- B. All positions in these programs shall be published annually by June 1. Preference shall be given to present, properly certified, qualified ECHO employees before non-employees outside of the bargaining unit are hired. If a non-employee outside of the bargaining unit is hired instead of a bargaining unit member, the bargaining unit member and Association shall be given an explanation in writing for the hiring decision within ten (10) school days.
- C. In the event travel from one worksite to another is required, the employee shall be entitled to mileage pay at the rate set forth in this Agreement.
- D. Salary for the extended school year and supervision of summer work programs shall be as follows **\$35.00 per hour for each year of this Agreement.**

Summer 2008	\$30.50/hour
Summer 2009	\$31.50/hour
Summer 2010	\$32.50/hour
Summer 2011	\$33.50/hour
Summer 2012	\$34.50/hour

Employees shall be paid according to the schedule provided at the time the extended school year contract is signed by the employee.

ARTICLE VI

SALARY AND BENEFITS

6-1 SALARY

- A. Salary schedules for each year of this Agreement are attached as Appendix A.
 - 1. **When advancing a lane on the salary schedule, an employee may advance no more than one vertical step (i.e., an employee may not make up steps lost when frozen at the bottom of his/her prior lane).**
 - 2. **This subsection 2 applies only to employees who are eligible to retire or within four (4) years of retirement eligibility under the Illinois Teacher Retirement System (TRS) or the Illinois Municipal Retirement Fund (IMRF). Eligible to retire id defined as a school year during which an employee reaches age 51, including by December 31**

following the end of the school year Any such employee whose lane and /or step movement on the salary schedule, including extra duty pay, generates and increase in creditable earning from a prior year in excess of 6% shall be moved off the salary schedule and from the stated extra duty and shall receive an increase in total creditable earning of 6%. If the employee's lane and/or step movement on the salary schedule, including extra duty pay, in a subsequent year results in an increase of 6% or less, the employee will return to his/her appropriate step and lane placement on the schedule and extra duty pay. The Association accepts equal responsibility for the inclusion of this subsection 2 in the Agreement.

3. No payment to any employee will result in any employer contribution or penalty to the Board, and if any contribution or penalty is or may be assessed by TRS or IMRF against the Board, the Board may adjust the employee's salary or extra duty retroactively to avoid the contribution or penalty (i.e., limit the increase to a maximum of 6%).

B A. Bargaining unit members shall move horizontally on the salary schedule for course work completed provided that:

1. Course work is at the graduate level.
2. Course work is earned at an accredited institution.
3. Course work is earned subsequent to the highest degree earned.

Any bargaining unit member who will be eligible for a horizontal lane change shall provide written notice to the Human Resource Department no later than August 15th.

C B. Employees employed in the following positions shall be paid at 100% of the salary schedule in effect: registered physical therapist, occupational therapist registered/licensed, and speech/language pathology paraprofessional **(for the 2012-2013 school year only as the SLPP position will no longer exist for the 2013-14.)**.

The position of dean, diagnostician, and transition/rehabilitation facilitator will be paid at 100% of his/her respective lane and step position on the salary schedule plus \$2,600. These employees will be required to work additional house as directed by administration.

Employees employed in the position of Academy for Learning in-school reassignment teacher will be paid at 100% of his or her respective lane and step position on the salary schedule plus \$1,050. These employees will be required to work daily until the end of student after-school detention responsibilities are fulfilled.

Employees employed in the following positions shall be paid at 95% of the salary schedule in effect: registered nurse holding bachelor's degree.

Employees employed in the following positions shall be paid at 80% of the salary schedule in effect: certified occupational therapy assistant, licensed physical therapist assistant, registered nurse without bachelor's degree, and educational interpreters holding a statement of approval from the State Superintendent of Education as issued under 23 Illinois Administrative Code, Section 25.550.

Employees employed in the following positions shall be paid at 70% of the salary schedule in effect: licensed practical nurse.

- D G. Employees employed on a less than full-time basis shall be paid at the applicable percentage rate of the salary schedule in effect, with a pro rata reduction consistent with percentage of full-time equivalency worked.

6-2 EXTRA DUTY PAY

- A. All newly created and vacant extra duty positions will be posted at each ECHO site where one (1) or more employees are based and will be posted in the ECHO Joint Agreement Office. The posting will contain requirements for the position, compensation information and the name of the person to contact regarding the position. Any employee may apply for these duties in writing. Employees shall not be required to accept an extra-duty position.

Bargaining unit members accepting assignments to the extra duty positions listed below shall be paid extra duty pay for specific work performed beyond the work day over and above their regularly assigned duties. Each bargaining unit member receiving extra duty pay shall receive a contract defining duties and a payment schedule for his or her extra duty position. In the event no qualified bargaining unit member applies for a specific extra-duty position, the Board may subcontract such position for a period of one (1) year or less to a person not a member of the bargaining unit. As used herein whether a bargaining unit member is "qualified" or not shall be determined by the Director or designee.

POSITION	ANNUAL EXTRA DUTY PAY	ANNUAL EXTRA DUTY PAY ²
	School Years:	<u>All School Years:</u>
	2007-2008, 2008- 2009,	2010-2011, 2011-2012
	2009-2010	
Transportation Coordinator	\$1,000	\$1,050
SLPP Supervisor	\$5,000	\$5,250
Site Coordinator	\$1,675	\$1,759
Curriculum Coordinator	\$1,675	\$1,759
PTA/COTA Supervisor	\$1,000	\$1,050
Team Leader	\$900	\$945
Personal & Social Responsibility Coordinator	\$850	\$893
Mentor Program Coordinator	\$3,500	\$3,675
Mentor (1 Protégé)	\$1,000	\$1,050
Mentor (2 Protégés)	\$1,500	\$1,575
Head Basketball Coach	\$1,730	\$1,817
Assistant Basketball Coach	\$870	\$914
Other Head Coaches	\$870	\$914

Other Assistant
Coaches

\$430

\$452

- B. The Board retains the right to offer or not offer any activity listed or any position not listed herein. New positions may be recommended with duties and pay as determined by the Board subject to Section E. below.
- C. At any time between contracts for a particular extra-duty position, the Board is entitled to discontinue such position and/or activity. The effect of such action will be to remove such position and/or activity from this Agreement as of July 1. The Board will provide the Association with written notice of a decision to discontinue an extra-duty position within ten (10) days of the decision.
- D. Extra-duty assignments are made for one (1) year.
- E. The Board will notify the Association in the event of a new extra duty position. The Association may serve written notice on the Board of its desire to negotiate the terms and conditions of the same. Negotiations, pursuant to such request, shall commence within a reasonable time. However, nothing shall be deemed to prohibit the Board from instituting such new position or pay activity, pending the outcome of such negotiations. Failure to issue such demand to negotiate within thirty (30) days of notification of such extra duty position will constitute Association acceptance of terms and conditions of such new position and negotiated or not, the new position will become a part of the Agreement and be subject to its provisions.
- ~~F. As determined by the Board, certain employees may be required to work additional days beyond the employee work year to operate school, enroll and register students. Such additional work shall be compensated at the rate of \$150/day through the 2009-2010 school year and \$175/day beginning with the 2010-2011 school year, pro-rated.~~
- ~~FG.~~ Certain employees may be requested to work additional hours beyond the school day for staff development, curriculum development, special projects or student activities as determined by administration. Such additional hours shall be compensated at a rate of ~~\$20/hour through the 2009-2010 school year and \$25/hour beginning with the 2010-2011 school year~~ **for the 2012-2013 school year, \$30/hour for the 2013-2014 school year and \$35/hour for the 2014-2015 school year.** If bargaining unit members are not available or suitable to the assignment, as determined by the Director/designee, or if the Board's needs

exceed those services provided by available employees, the Board may subcontract at market rate such services from individuals who are not members of the bargaining unit.

6-3 PAYROLL PROCEDURES

- A. All employees shall be paid in person (**pay check or pay check stub**) at their designated site unless on an extended leave with pay. The employee may request in writing that his/her paychecks be mailed to the employee's address. Any employee who: (1) desires paychecks to be mailed on a regular basis, ~~or (2) desires paychecks 23, 24, 25, and 26 to be mailed on a bi-weekly basis during the summer, or (3) who is on leave lasting longer than one pay period and wishes to have paychecks mailed, shall provide to the ECHO payroll clerk a self-addressed, stamped envelope for such purpose.~~
- B. All staff members shall be placed on a twenty-six (26) pay period bi-weekly schedule. ECHO shall provide a copy of the upcoming school year's payroll schedule to the Association President by August 1 of that school year. **All employees shall be placed on a twenty-three (23) pay period bi-weekly schedule. All employees shall have their yearly salary divide into 26 equal parts and receive their paychecks on a bi-weekly schedule. The first paycheck of the school year shall be receive one (1) week after the start of the school year for the majority of Association members regardless of the paycheck schedule for twelve (12) month ECHO employees.**
- C. Except as noted in section 6-3D, if the regular pay dates during the school year, which shall be bi-weekly, do not fall on a regular work day, employees shall receive their pay on the last workday preceding the regular pay date based on the Board approved ~~ECHO Employee~~ **EEA Association employee payroll calendar.**
- D. ~~Employees will receive June paychecks (21st and 22nd paychecks) on a bi-weekly schedule that follows the school year's pay schedule regardless of the final staff attendance day. On the 21st payday the Board will pay all employees his/her compensation that would otherwise be paid on the 23rd, 24th, 25th and 26th pay dates; however, for employees whose work year is subject to an early school calendar, the Board may pay compensation for the 23rd, 24th, 25th, and 26th pay dates at the time of the 21st paycheck for other employees.~~ **Employees shall receive paychecks #21 and #22 on a bi-weekly schedule that follows the**

school year's pay schedule regardless of the final staff attendance day. On the 21st payday, the Board will pay all employees paycheck #21 and his/her compensation equivalent to paychecks 23, 24, 25, and 26 in the form of one (1) paycheck now #23.

However, for employees whose work year is subject to an early school calendar, the Board may pay compensation for the equivalent of paychecks 23, 24, 25, and 26 at the time of the 21st paycheck for other employees.

- E. Each school year, bargaining unit members receiving extra duty pay shall sign a contract defining the duties of the position for which he/she is receiving the extra duty pay and the amount of the extra duty pay to be received. Extra duty pay will be paid in two equal payments; the first payday in December and the first payday in May. Extra duty pay of \$5000 and above will be paid on a bi-weekly basis starting with the first payday in December and continuing through the 22nd pay.
- F. If an employee chooses, ECHO shall compensate employees placed on the salary schedule by direct deposit of paycheck funds into the banking facility of the employee's choice. The employee shall be responsible for providing the name of the banking institution and account information to the payroll clerk.
- G. ECHO shall compensate twice annually for internal substitution for those employees who submit authorized timesheets by December 1st to be paid on the final payday in December; and by the last attendance day of the employee's school year to be paid on the 22nd paycheck.

6-5 TUITION REIMBURSEMENT

- A. ~~Tuition reimbursement shall be available to bargaining unit members for semester hours of graduate credit earned from an accredited institution and only after receipt of the Bachelor Degree.~~ **Tuition Reimbursement shall be available to bargaining unit members for graduate level or higher credit earned from an accredited institution and after receipt of a Bachelor Degree. Courses offered through third party providers will not be accepted.** ~~The~~ **Tuition reimbursement shall be paid for coursework necessary for the completion of a graduate degree or certificate program in an education related field provided it maintains and/or improves job skills.**

~~education which maintains or improves job related skills and for coursework necessary for the completion of a graduate degree or additional certification.~~

It shall not be paid for graduate course work needed to obtain initial certification, licensure or registration necessary to meet minimum requirements of the job assignment presently held by the employee, nor shall it be paid for qualifying an employee for a new trade or business. ~~It shall not be paid for graduate coursework addressed in the ECHO Professional Development Program as long as the ECHO Professional Development Program class is equivalent to the college catalog description.~~

B. Additional criteria per tuition reimbursement are as follows:

1. The graduate course work must be ~~recommended for approval by the Human Resources Manager~~ and approved by the Joint Agreement **Executive** Director.
2. Reimbursement for tuition shall be limited to a maximum of nine (9) semester hours in one fiscal year, July 1 through June 30.
3. A course grade of A or B is necessary for reimbursement to be provided.
4. For each school year of this Agreement, tuition will be reimbursed at the following rates rate of \$250 per semester hour.

2007-2008	\$150.00/semester hour
2008-2009	\$160.00/semester hour
2009-2010	\$170.00/semester hour
2010-2011	\$180.00/semester hour
2011-2012	\$190.00/semester hour
<u>2012-2013</u>	<u>\$200.00/semester hour</u>
<u>2013-2014</u>	<u>\$210.00/semester hour</u>
<u>2014-2015</u>	<u>\$220.00/semester hour</u>

5. Reimbursement shall be paid the employee only upon his/her return to ECHO employment the following **school** year. Required paperwork must be submitted by October 15th and reimbursement shall be distributed by November 15th.
6. One official transcript **and certification of payment** shall be provided to the Human Resources ~~Manager~~ **Department** prior to any payment of reimbursement.

7. The **Executive** Director or his/her designee must provide written notification of approval or denial within five (5) working days of receipt of request. If the request is denied, the Director or his/her designee must provide a specific written reason for denial, also within five (5) working days.
- C. Course work should not interfere with the professional responsibilities and obligations that all staff have to students.
- D. ~~The following cap will be established to pay the tuition reimbursement claims. If the amount requested and approved exceeds the cap for that year, a proration procedure will be utilized.~~ **A \$31,000 maximum cap will be maintained for the duration of this Contract toward tuition reimbursement claims. If the total amount of approved requests exceeds the \$31,000 maximum in a year, a proration procedure will be utilized.**

2007-2008	\$31,000
2008-2009	\$31,000
2009-2010	\$31,000
2010-2011	\$31,000
2011-2012	\$31,000

6-8 CERTIFICATE OF RENEWAL FEE

~~The Board will pay/reimburse up to \$25.00 per renewal period per employee for renewal of certification and up to \$100.00 for licensure required to perform assigned duties. Employees not eligible for Illinois State Board of Education certification must submit proof of payment for reimbursement.~~

6-9 RETIREMENT

To recognize the contribution of those employees who have provided long and effective service to students with special needs, the Board provides the following retirement benefit plan.

A. Eligibility

To be eligible to participate in the ECHO Early Retirement Program, an employee must meet the following criteria:

1. Must apply and be eligible for a retirement annuity within six (6) months of the last day of duties;
2. Must have completed at least fifteen (15) consecutive years of full-time employment for ECHO, including final year;
3. ~~For retirement at the end of June 2008 (one year plan), June 2009 (two year plan), June 2010 (three year plan) or June 2011 (four year plan), the employee must submit in writing an irrevocable statement of intent to retire, and request to participate in the ECHO retirement program to the Director by May 23, 2008.~~ For all other retirements, **The** employee must submit in writing an irrevocable statement of intent to retire, and request to participate in the ECHO retirement program, to the **Executive** Director by May 1 prior to the school year in which benefits are to begin.

The employee's statement of intent shall identify the proposed date of retirement, ~~the retirement program requested,~~ and include the employee's resignation from employment by the Board, effective at the end of the school term consistent with the selected option.

The statement of intent to retire and request to participate in the retirement program shall be contingent upon the Board's approval; ~~and~~

4. Must not require the use of the Modified Early Retirement Option under P.A. 94-0004, or amendments thereto, to retire; ~~and~~
5. Must retire by June 30, 2012~~216~~. However, an employee may return under this retirement program after June 30, 2012~~216~~ if the employee submits his/her statement of intent to retire by May 1, 2012~~216~~ and retires by June 30, 2016 **2019** under this plan.

B. Retirement Benefits

Employees who participate in the ECHO Early Retirement Program shall be eligible for the following:

1. A severance bonus payment following the school year during which the employee's retirement becomes effective in the amount of \$1,500 per year for each year of notice of retirement given by the employee, not to exceed four (4) years **and this provision will sunset on June 30, 2017. The severance bonus will paid on the first regular pay day after retirement date.**

~~One-half of the severance payment shall be made between August 1 and~~

~~September 1 following the last school year of employment. The second half of the severance payment shall be made between January 1 and January 31 following the last school year of employment.~~

- ~~2 1. For each school year of the employee's plan until the employee's retirement (not later than the end of the 2015-2016 school year), the Board shall provide the employee with a 6% increase in creditable earnings paid under Sections 6.1 and 6.2 of the Agreement, in lieu of being compensated on the salary schedule **should the notice to retire be provided by May 1 of 2013 with retirement no later than 2017.**~~

~~**The Board shall provide the employee with a 5.5% increase in creditable earnings paid under Sections 6.1 and 6.2 of the Agreement, in lieu of being compensated on the salary schedule should the notice to retire be provide by May 1 of 2014 with retirement no later than 2018.**~~

~~**The Board shall provide the employee with a 5.0% increase in creditable earnings paid under Sections 6.1 and 6.2 of the Agreement, in lieu of being compensated on the salary schedule should the notice to retire be provide by May 1 of 2015 with retirement no later than 2019.**~~

However, in order for the annual increase to include an increase in creditable earnings paid under Sections 6.1 and 6.2, the employee must continue to perform all of such duties for each of the years following the written notice of the election to participate. If the employee does not continue to perform duties not compensated on the Salary Schedule, the amount paid for such duties in the previous school year shall be deducted from the total creditable earnings for that year before the 6% increase is applied.

Once the employee's statement of intent to retire and participation in the retirement program is approved by the Board, the employee shall not assume duties under Sections 6.1 and 6.2 that were not performed by the employee during the prior school year.

C. No Board-paid Penalty

The Board shall not be required to (1) pay any benefit under Section B that would subject the Board to any additional payment to TRS under P.A. 94-0004, or to IMRF, subsequent amendments to the Pension Code, TRS or IMRF rules; or (2) pay any benefit under Section B if the employee has received an increase in creditable earnings in excess of 6% for any school year used to calculate the employee's pension.

The Board may waive this Section C in its sole discretion, and any such waiver

will be nonprecedential in effect.

D. Limitation on Number of Retirees

The number of employees who may be awarded a retirement incentive in any year may be limited at the Board's option to thirty percent (30%) of those eligible, with the right to participate to be allocated among those applying on the basis of seniority in Board employment. In the event of a tie in seniority in Board employment, the order of seniority shall be determined in favor of the employee with the earliest birth date. If an employee is unable to retire in the first year s/he requests a retirement incentive and is ineligible due to the Board's exercise of the thirty percent (30%) option provided in this Section, the employee will have priority to retire at the end of the following school year without losing the retirement incentive.

E. Conditions for Withdrawal of Resignation and from Retirement Program

The employee's statement of intent to retire and request for the approval of a retirement incentive shall be deemed to constitute an irrevocable resignation from employment, effective on the date submitted by the employee once the request is approved by the Board. However, the employee may request to withdraw his/her statement of intent to retire for the following reasons that arise after the Board approval of same:

1. diagnosis of terminal illness of the retiree or his/her spouse, or death of the spouse;
2. total disability of the retiree's spouse;
3. serious illness of a medically and financially dependent child or parent; or
4. legal action for the dissolution of the employee's marriage or for legal separation is filed in court before the date of retirement specified in the teacher's request for retirement incentive.

In any of the above events, the employee will tender a written proposal for the withdrawal of his/her statement of intent to retire and request for retirement incentive. As a condition of the Board's consideration of the request, the employee will agree to a wage deduction that will repay the Board any retirement incentives paid to the teacher to date. Repayment by wage deduction shall be completed within 180 calendar days of the Board's approval of the withdrawal. The Board may accept or deny the request to withdraw the resignation in its discretion, and the Board's acceptance or denial of such request shall not be

reviewable under the grievance procedures or precedential in effect.

ARTICLE VII

EMPLOYEE GUARANTEES

7-1 DUTY-FREE LUNCH

Employees shall be entitled to a duty-free lunch period of at least thirty (30) minutes each work day.

When requested by a supervisor, or in case of an emergency that is cleared with the supervisor upon or immediately after its occurrence, whichever is feasible, an employee who agrees to surrender his/her duty-free lunch shall be paid at the rate of \$14.50 through the 2009-2010 school year and \$16.50/day beginning with the 2010-2011 school year **for the 2012-13 school year, \$17.00 per lunch period for the 2013-14 school year, and \$17.50 per lunch period for the 2014-15 school year per lunch period.** Emergencies are defined as, but not limited to, instances of staff shortages, student behavior/emergency, inexperienced substitute.

ARTICLE IX FRINGE BENEFITS

9-1 HEALTH INSURANCE

The Board shall provide hospital and major medical insurance, individual coverage. The Board shall pay up to the following amounts per employee per year for the costs of such insurance:—

~~2007 - 2008 \$10,000~~

~~2008 - 2009 \$10,000~~

~~2009 - 2010 \$10,000~~

~~2010 - 2011 \$10,000~~

~~2011 - 2012 \$10,000~~

The employee will pay \$5.00 per check for January 1, 2013 through June 30, 2013.

The employee will pay \$10.00 per check for 22 pays for the 2013-14 school year.

The employee will pay \$20.00 per check for 22 pays for the 2014-15 school year.
~~Additional costs of such insurance shall be the sole responsibility of the employee.~~

9-2 DEPENDENT HEALTH INSURANCE

The Board shall contribute annually toward the cost of dependent hospital and major medical insurance at an amount equal to 100% of the average dollar amount paid by member districts for such coverage during the previous school year. The Board contribution will not be less than ~~30%~~ **20%** of the cost of dependent hospital and major medical insurance.

12-2 DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2007 **2012** and shall continue in effect until June 30, ~~2012~~ **2015**. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a successor Agreement.

The Board and the Association will bargain the impact of the Pension Code should it be amended and the costs to the Board related to the Illinois Teachers' Retirement System are increased.

EEA PROPOSAL OF 2% WITH NO STEP MOVEMENT

BA				BA +15				MA			
Salary	2013- 14	2014- 15	2015- 16	Salary	2013- 14	2014- 15	2015- 16	Salary	2013-14	2014-15	2015-16
2011-12				2011- 12				2011-12			
39885	40683	41496	42326	40882	41700	42534	43384	42478	43328	44194	45078
40699	41513	42343	43190	41716	42550	43401	44269	43344	44211	45095	45997
41530	42361	43208	44072	42568	43419	44288	45174	44229	45114	46016	46936
42377	43225	44089	44971	43437	44306	45192	46096	45132	46035	46955	47894
43242	44107	44989	45889	44323	45209	46114	47036	46053	46974	47914	48872
44107	44989	45889	46807	45404	46312	47238	48183	47566	48517	49488	50477
45404	46312	47238	48183	46701	47635	48588	49559	49080	50062	51063	52084
46918	47856	48813	49790	48215	49179	50163	51166	50809	51825	52862	53919
48431	49400	50388	51395	49728	50723	51737	52772	52539	53590	54662	55755
50161	51164	52188	53231	51458	52487	53537	54608	54269	55354	56461	57591
51674	52707	53762	54837	53080	54142	55224	56329	56215	57339	58486	59656
53404	54472	55562	56673	54701	55795	56911	58049	57944	59103	60285	61491
55134	56237	57361	58509	56431	57560	58711	59885	59890	61088	62310	63556
56863	58000	59160	60343	58160	59323	60510	61720	62052	63293	64559	65850
				59890	61088	62310	63556	64214	65498	66808	68144
				61620	62852	64109	65392	66376	67704	69058	70439
				63350	64617	65909	67228	68539	69910	71308	72734
				65079	66381	67708	69062	70701	72115	73557	75028
				66809	68145	69508	70898	72863	74320	75807	77323
				68539	69910	71308	72734	75025	76526	78056	79617
								77187	78731	80305	81911
								79349	80936	82555	84206
								81511			
								83673			
								85835			

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EEA PROPOSAL OF 2% WITH NO STEP MOVEMENT

MA +15				MA +30			
Salary	2013-14	2014-15	2015-16	Salary	2013-14	2014-15	2015-16
2011-12				2011-12			
44472	45361	46269	47194	45070	45971	46891	47829
45379	46287	47212	48157	45990	46910	47848	48805
46306	47232	48177	49140	46928	47867	48824	49800
47251	48196	49160	50143	47886	48844	49821	50817
48215	49179	50163	51166	48863	49840	50837	51854
49080	50062	51063	52084	50161	51164	52188	53231
50809	51825	52862	53919	51890	52928	53986	55066
52323	53369	54437	55526	53404	54472	55562	56673
54052	55133	56236	57360	55134	56237	57361	58509
55998	57118	58260	59426	57079	58221	59385	60573
57728	58883	60060	61261	58809	59985	61185	62409
59674	60867	62085	63327	60755	61970	63210	64474
61620	62852	64109	65392	62701	63955	65234	66539
63782	65058	66359	67686	64863	66160	67483	68833
65944	67263	68608	69980	67025	68366	69733	71127
68106	69468	70857	72275	69187	70571	71982	73422
70268	71673	73107	74569	71349	72776	74231	75716
72430	73879	75356	76863	73511	74981	76481	78010
74592	76084	77606	79158	75673	77186	78730	80305
76755	78290	79856	81453	77836	79393	80981	82600
78917	80495	82105	83747	79998	81598	83230	84895
81079	82701	84355	86042	82160	83803	85479	87189
83241				84322			
85403				86484			
87565				88646			

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Package Proposal