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

August 16, 2000 - August 16, 2004

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AGREEMENT

This Agreement made and entered into this August 16, 2000 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.

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 certified 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. All faculty members shall have at least one preparation period to equal the duration of a regular class period of 45 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.

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 will be scheduled during the educators' regularly scheduled teaching day. In instances where IEPs 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 is scheduled or continues beyond 3:00 p.m. the educator will be paid the appropriate hourly rate.

ARTICLE V

Maintenance of Specified Existing Conditions

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

A. Elementary Educators shall receive one 15 minute coffee break in the morning of each workday to be scheduled subject to the operating needs of the Employer. For junior high and high school, Educators shall receive one 15 minute coffee break in the morning of each workday to be scheduled from 8:05a.m.-8:20a.m.

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 Deaf and Hard of Hearing 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.

ARTICLE VI

Assignment to Extracurricular Activities

6.1 Extra Curricular Activities (ECA) shall be governed by the following procedures:

A. The Employer will provide to Educators the approved list of available extra curricular activities for the next academic year.

B. Educators with the proper qualifications who want to participate in the approved extra curricular 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.

2. 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.

C. After the incumbents have indicated their intent to retain the position, the unfilled positions will be offered to the educators in March. In doing so, the Employer will offer the positions to qualified educators in seniority order. Qualified educators who indicate a willingness to have a second ECA will be awarded such activity based on seniority order.

D. In April, all unfilled positions will be offered to individuals outside the bargaining unit.

E. If positions are not filled two months prior to the commencement of the activity, the ECA will be assigned based on reverse seniority of educators.

F. 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.

G. 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 opened to all current educators for bid. Selection by the Employer will based on qualification, prior experience in that activity and seniority.

When more than one qualified educator indicates the same preference for a particular activity, the educator with the most prior experience in that activity shall receive the assignment, otherwise seniority shall govern. The educator may have two (2) ECA activities for the remainder of that academic year.

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 Superintendent 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 Superintendent 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 shall be governed by the Mentor Program for ISD's Sports Program

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. 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, the date on which the Educator notifies the Employer in writing/fax of his/her acceptance of the proposed appointment shall determine seniority placement. Subsequent ties will be broken by 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, it shall be posted on the bulletin board of each building no later than ten (10) school days after it has been determined that such vacancy shall be filled. The position shall remain on the board 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 semester 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 mail or phone. Educators interested in the vacant position shall express such interest by certified mail or phone 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.

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 without providing notice.

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.

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.

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 effect 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.

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.

Classroom Keys

12.7 Educators at the school shall be provided keys, free of charge, to their individual buildings and classrooms, should they desire. Educators are responsible for the safekeeping of keys to their individual buildings and classrooms, failure to ensure safekeeping will result in disciplinary action.

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.

ARTICLE XIV

Evaluation

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

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 Superintendent 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.

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.

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. Three (3) 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 <u>Disability Leave</u>:

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 Union Leaves: An Educator who is a member of the Union and who has been selected as delegate, or alternate delegate, to attend the Annual Union convention, shall be allowed a leave of absence without pay to attend said convention. Personal time may be used if the Educator so desires. Such leave shall be subject to the Employer's operating needs and provided the Educator gives reasonable advance notice, shall only be denied in the event of an emergency operating need.

20.6 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.

20.7 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 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.

20.8 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.

20.9 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.

20.10 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.

20.11 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.

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:

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.

D. Superior Performance Increase - The Secretary of Human Services may grant a Superior Performance Increase to an Educator who characteristically carries out his/her work activities in such a way that the results are substantially above a satisfactory level of performance.

An Educator shall be eligible for a Superior Performance Increase after nine (9) months continuous service. A minimum of eighteen (18) months

must elapse between Superior Performance Increases. A Superior Performance Increase shall be for one step in the appropriate salary lane.

A Superior Performance Increase does not affect the creditable service anniversary date. A performance record supporting a Superior Performance Increase award shall be retained by the agency head, and shall be available to the Director of Central Management Services upon request.

During the fiscal year, the number of Superior Performance Increases should not exceed one out of five (5) Educators.

21.3 Wage Increases

A. On August 16, 2000, the pay rates for all bargaining unit lanes and steps shall be increased by 3.5% per month, which rates are set out in Schedule A.

B. On August 16, 2001, the pay rates for all bargaining unit lanes and steps shall be increased by 3.75% per month, which rates are set out in Schedule A.

C. On August 16, 2002, the pay rates for all bargaining unit lanes and steps shall be increased by 3.75% per month which rates are set out in Schedule A.

D. On August 16, 2003, the pay rates for all bargaining unit lanes and steps shall be increased by 4.0% per month 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.

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.

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 or letter from the dean of the department.

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.

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

Years Completed	Vacation Days Paid
1 - 5	4
6 - 9	5
10 - 14	7
15 - 19	10
20 - 25	13
26 +	16

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.

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 a rate to be determined at the local level. 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.

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.

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.

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 in fringe benefits to every and all non-IFT Local 919 bargaining unit Educators subject to the Personnel Code, such increase shall be made applicable to the Educators covered by this Agreement. Reduction in benefits, however, shall not be made applicable, and the provisions of this Agreement shall apply.

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.

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 2000-2004, DHS shall establish a fund for the purpose of tuition reimbursement.

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

2000-2004

Period 1 -- **$3000** Fall Semester (September 2 - January 1) Pay out in February

Period 2 -- **$3000** Spring Semester (January 3 - June 30) Pay out in August

Period 3 -- **$3000** Summer (July 1 - September 1) Pay out in October

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 $100.00 per hour for the 2000-2004 school year for a maximum of six (6) 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 $100.00 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 $100.00 per hour or six hour per period limitations.

27.4 A passing grade 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.

ARTICLE XXIX

Term of Agreement

29.1 This Agreement shall be effective as of August 16, 2000 and shall remain in full force and effect from said date until midnight August 16, 2004, 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 August 16, 2004, 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.

_____	_____
For the State of Illinois	For the Union Local #919
_____	_____
Date	Date

MEMORANDUM OF UNDERSTANDING

In order to provide for the orderly filling of vacancies as provided by Article IX of the HR-10 Agreement, the officers of IFT Local #919 agree to strongly encourage each Educator to give as much advance notice as possible to the Superintendent or his/her designee in the event he/she intends to resign.

_____	_____
For the State of Illinois	For the Union Local #919
_____	_____
Date	Date

SIDE LETTER

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 representative during the work day prior to the day of the meeting.

_____	_____
For the State of Illinois	For the Union Local #919
_____	_____
Date	Date

SIDE LETTER

Tuition Reimbursement

The parties agree that a passing grade, as provided for in Article XXVII, Section 27.4, shall be as follows:

Undergraduate	C
Graduate	B

_____	_____
For the State of Illinois	For the Union Local #919
_____	_____
Date	Date

MEMORANDUM OF UNDERSTANDING

The parties agree that the current practice of modular scheduling shall not warrant any additional compensation other than that which is provided for in Schedule A of the master collective bargaining agreement.

Should the administration wish to change the current practice of modular scheduling the parties agree to negotiate the impact of such change prior to implementation.

The Employer recognizes the Union's intent to appeal the Sol Elkin award, Case No. IFT-4-80, back to the arbitrator. Any subsequent modification or award made pursuant to such appeal shall apply exclusively to the 1980-81 academic year.

_____	_____
For the State of Illinois	For the Union Local #919
_____	_____
Date	Date

MEMORANDUM OF UNDERSTANDING

The Department of Human Services, Illinois School for the Deaf (ISD), and the Illinois Federation of Teachers, Local #919, agree that Educators' evaluations which are due during the summer vacation (June, July and August) shall be completed in the months of March and April prior to the end of the school year. These evaluations will be signed by the employee and submitted during the last week of the school year. This procedure will not change the employee's continuous service date or the date of their annual increase. This agreement is entered into without precedent or prejudice.

_____	_____
For the State of Illinois	For the Union Local #919
_____	_____
Date	Date

MEMORANDUM OF UNDERSTANDING

The parties agree that the Employer will provide copies of this agreement to the employees covered under the collective bargaining agreement.

_____	_____
For the State of Illinois	For the Union Local #919
_____	_____
Date	Date

SIDE LETTER

The following represents the parties agreement concerning the interpretation and administration of Article 21.6, vacation pay and resolution to any and all grievances pertaining to said Article.

Subject to audit verification, the parties agree that any discrepancy in the administration of Article 21.6 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 Article 21.6, completion of year(s) of service shall mean completion of a full academic year, including an educator's first academic year.

This agreement applies to employees on the active payroll as of August 1, 1997.

_____	_____
For the State of Illinois	For the Union Local #919
_____	_____
Date	Date

SIDE LETTER

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.

_____	_____
For the State of Illinois	For the Union Local #919
_____	_____
Date	Date

SIDE LETTER

School Improvement Pay 21.6

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.

_____	_____
For the State of Illinois	For the Union Local #919
_____	_____
Date	Date

MEMORANDUM OF UNDERSTANDING

1. The Department of Human Services (DHS), the Illinois School for the Deaf (ISD), and the Illinois Federation of Teachers (IFT), Local #919 agree that 0-3/Hearing and Vision Connections (HVC) educators may use flexible hours for the parent infant program to accommodate working parents. The monthly calendar of hours worked by 0-3/Hearing and Vision Connections (HVC) educators will be submitted to the Elementary School Principal for approval. These calendars will document hours of work.

2. The Department of Human Services (DHS), the Illinois School for the Deaf (ISD), and the Illinois Federation of Teachers (IFT), Local #919 agree that the Behavior Analyst Educator will work from 2:00 p.m. – 9:00 p.m. The Behavior Analyst Educator is exempt from Extra Curricular Activities.

3. The Department of Human Services (DHS), the Illinois School for the Deaf (ISD), and the Illinois Federation of Teachers (IFT), Local #919 agree that the work hours for the Learning Resource Educator in the High School are 8:45 a.m. to 3:45 p.m.

4. The Department of Human Services (DHS), the Illinois School for the Deaf (ISD), and the Illinois Federation of Teachers (IFT), Local #919 agree that the work hours for Learning Resource Educators in the Elementary and Junior High School are 9:00 a.m. to 4:00 p.m.

_____	_____
For the State of Illinois	For the Union Local #919
_____	_____
Date	Date

SIDE LETTER

ROE Local Professional Development Committee

The parties agree to the formation of a committee for the purpose of reviewing options and establishing ground rules to be used in developing the ROE Professional Development Committee regarding teacher re-certification. The committee shall be comprised of two union representatives and two representatives of the employer.

Procedures governing payment for cost incurred by Educators, and policies related to paid time off, shall be determined by the local professional development committees. Local professional development committees shall be established in accordance with Public Act 91-0102 for each agency that employs Educators.

_____	_____
For the State of Illinois	For the Union Local #919
_____	_____
Date	Date

MEMORANDUM OF UNDERSTANDING

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 work days from the sick leave bank per calendar year.

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 and #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) work days 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

_____	_____
For the State of Illinois	For the Union Local #919
_____	_____
Date	Date

Appendix A. Effective July 1, 2000 through June 30, 2004

Section 1. QUALITY CARE HEALTH PLAN

A. Self-Insured Plan

The State shall maintain the self-insured Quality Care Health Plan established July 1, 1986, for the duration of this agreement. The Quality Care Health Plan will cover routine annual physical examinations and required immunizations for children through age six, according to the recommendations by the U. S. Preventive Services Task Force.

Annual pap smears, including associated office visit charges, for women over age 18 (or younger if medically appropriate) will be covered by the QCHP.

Routine physical exams for adults over age 18 will be covered according to the U. S. Preventive Services Task Force recommended schedules, up to a limit of $175 per exam. Effective July 1, 2001, this limit is raised to $250 per exam. Exams will be covered once every three years for adults under age 50, and annually for adults age 50 and over.

Required school physicals for children entering both the fifth and ninth grade will be covered.

For all of the routine physical exams discussed in this section, physician office charges, except as provided in Section M, or other professional fees will be covered at 80%. All laboratory, immunization, x-ray, screening tests, etc. associated with these routine physical examinations will be covered at 100%. The annual QCHP deductible shall not apply to any charges associated with these routine physical examinations. All preventive services are subject to usual and customary charge review and adjustment.

B. Pre-Admission Review

1) Under the Quality Care Health Plan, all non-emergency hospital, partial program and extended care facility admissions, as well as all surgical procedures except those that are performed in a physician's office, will require pre-authorization from the State's utilization management vendor. The vendor will have the responsibility for determination of those medical services which require second surgical opinions as well as certifications of the necessity for hospital, partial program and extended care facility admissions and continued stays.

2) For emergency admissions, certification must be obtained within 48 hours after admission. Services incurred after the initial 48 hours without authorization will not be reimbursed unless medically necessary.

3) If the patient fails to notify the utilization management vendor, reimbursement for the related medically necessary covered expenses will be reduced by $400. Benefits are limited to those covered services that are determined by the vendor to be medically necessary.

4) Effective July 1, 2000, covered female members who precertify their pregnancy within the first trimester will be eligible for three weeks (15 days) paid maternity leave. Covered members who precertify their spouse's pregnancy within the first trimester will be eligible for two weeks (10 days) paid paternity leave. Employees must submit evidence of notification to the health plan signed by either their physician or health plan to the agency personnel office no later than the 14th week of pregnancy. The utilized form shall advise the employee that the agency personnel office must be notified. The State will require proof of the birth and marriage for a non-covered spouse.

A covered member will be eligible for two weeks (10 days) 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.

Leaves under this section are limited to one leave per family per year.

C. Medical Case Management (MCM) Program

1) The utilization management vendor shall provide case management services for members or dependents with catastrophic or chronic high cost illnesses. These cases shall be identified and referred to case management by the utilization management vendor, claims administration contractor, a provider, a group insurance representative in an agency, or a family member.

2) The utilization management vendor shall evaluate the member or dependent's treatment location and intensity of service. The member shall be contacted by the case management professional who will describe the program and make recommendations for settings and/or providers of care. The member will have the option of following or not following the recommendation.

3) In skilled nursing cases, however, the Department will be responsible only for paying equal to the amount the Department would have paid for the recommended treatment plan/providers. Charges for skilled nursing care will be limited to the lesser of the amount of charges for home health care or the amount of charges for an extended care facility in the same geographic region.

4) Those refusing MCM will be notified that coverage may be terminated under the plan for treatment of the illness for which they were referred to MCM.

D. Hospital Charges/Preferred Provider Hospital Program

The preferred provider hospital program will continue to be offered for the duration of this agreement. Employees, retirees, and their covered dependents who receive inpatient services at a preferred hospital will have the $200 per admission deductible waived and will have a copayment of 10% of the hospital's negotiated State rate.

Employees who live less than 25 miles from a preferred provider hospital qualified to perform the required medical services who choose not to utilize that hospital will be responsible for a $200 admission deductible and a copayment of 35% of the hospital charges.

The $200 admission deductible and 35% copayment level will be applied dollar-for-dollar toward a separate annual out-of-pocket maximum for non-PPO hospitals of $3,000 per year per individual, $7,000 per year per family.

Employees who do not live within 25 miles of a PPO hospital qualified to perform the medical services, or who are admitted to a non-PPO hospital in an emergency, will be responsible for a 20% copayment and a $200 admission deductible.

E. Quality Care Health Plan Benefits

Except as noted below, covered medical expenses are subject to the following deductible, and copayments:

1) Effective July 1, 2000 the annual employee deductible will be $200 per fiscal year for employees with annual salaries of $51,000 or less; $300 per fiscal year for employees with salaries from $51,001 to $63,800; and $350 per fiscal year for employees with salaries of $63,801 or more. The annual deductible for all dependents will be $200 per dependent per fiscal year.

Deductibles for a family will be limited to $300 per fiscal year for employees with annual salaries of $51,000 or less; $400 per fiscal year for employees with salaries from $51,001 to $63,800; and $450 per fiscal year for employees with salaries of $63,801 or more.

The $51,000 and $63,801 thresholds, effective July 1, 2000 will be indexed at the beginning of each future fiscal year to the Consumer Price Index, using the most recent annual figures available prior to the annual Benefit Choice period. The employee's salary on April 1 shall govern the deductible category for the next fiscal year.

2) The inpatient hospital deductible is $200 per admission to a non-preferred hospital. There is no deductible for admission to a preferred hospital.

3) There is a deductible of $200 for each visit to any hospital emergency room.

4) Except for hospital charges as explained in Section D above, and physician fees as explained in Section M, the plan will pay 80% of all allowable charges. The employee will pay 20% of the allowable charges for covered expenses up to the out-of-pocket maximum. The plan will pay 100% of the allowable charges in excess of the out-of-pocket maximum or covered expense level.

5) The following out-of-pocket maximums for eligible expenses (including all deductibles and copayments, but excluding any penalties for failure to consult or follow the advice of the State's utilization management vendor), will be maintained for the duration of this agreement:

$800 per person
$2,000 per family

6) The member will pay the appropriate dependent premium for the plan that is selected. The member and all dependents enrolled under that member must be in the same health and dental plans.

7) Other Provisions

a. Hospital charges, emergency room visits, diagnostic lab and x-ray charges, and outpatient surgery charges will be subject to the annual QCHP deductible. The deductible will not apply for mammograms, second surgical opinions, or professional fees or lab/x-ray/diagnostic tests/immunizations associated with the routine physical examination or well-baby care benefits.

b. All expenses related to all outpatient surgery will be covered at the normal coinsurance rate for each medical provider: professional fees at 80% except as provided in Section M, PPO hospital and licensed free-standing surgical centers at 90%, and non-PPO hospitals at 65%. Outpatient surgery in locations other than a physician's office requires a call to the pre-admission review vendor in order to avoid the $400 penalty.

c. Charges for allowable services made by a preferred hospital will be paid at 90% of the negotiated rate.

d. The plan will pay 100% of the charges for a second surgical opinion, if required by the utilization management vendor. If the second opinion does not confirm the need for surgery, the plan will pay for a third opinion.

e. The patient auditor program for hospital bills will continue for the duration of the agreement. The Hospital Bill Audit Benefit provides that if the employee should discover an error or an overcharge in the hospital bill and obtain a corrected bill from the hospital, the employee will be paid 50% of the resulting savings up to a maximum of $1,000 per admission. This provision does not apply to PPO hospitals with discounted per diem charges, unless the number of days of treatment is in error.

f. Reimbursement for participation in a smoking cessation program will be 100% of the cost, up to an annual maximum of $50. Effective July 1, 2001, the annual maximum reimbursement will be $200.

g. Medically necessary services for physical and language therapy will be covered expenses under the plan either as inpatient or outpatient care, when provided by licensed or certified therapist or physician.

8) The Plan will cover 90% of the reasonable and customary fee for outpatient surgery facility charges at PPO hospital and free-standing surgical centers. Such facilities must be licensed by the Illinois Department of Public Health and meet guidelines established by the Quality Care Health Plan administrator.

F. Alcohol and Substance Abuse(ASA) and Psychiatric Coverage

1) Those members under the Quality Care Health Plan participating in the State's Member Assistance Program (MAP) may receive enhanced outpatient benefits as follows:

a. Outpatient mental health and substance abuse coverage shall be covered at 100%, subject to a member copayment of $15 per outpatient visit, when the member and/or eligible dependent is referred to network providers for treatment by MAP or PSP.
b. In addition to the usual outpatient mental health and substance abuse benefits provided by the Quality Care Health Plan, the following services will be reimbursed at levels described above: Stress Management and Personal/Family Counseling.

2) The enhanced outpatient benefit available through referral by MAP or PSP shall be implemented as follows:

a. Members using either MAP or PSP shall receive the benefits described in F (1) above.

b. The member shall contact MAP or PSP. MAP or PSP will then make the appropriate referral for the member to an approved mental health or substance abuse professional.

3) Under the Quality Care Health Plan, outpatient psychiatric and substance abuse coverage for those members and dependents not referred through MAP or PSP shall be provided under the standard benefit as follows:

a. 50% copayment per visit, with the State payment not to exceed $35 per visit and no more than 50 visits per year. Treatment must be provided by a licensed provider, including
psychiatrists, psychologists, Licensed Clinical Social Workers (LCSWs), Licensed Marriage and Family Therapists (LMFT) and Licensed Clinical Professional Counselors (LCPC).

4) All inpatient, partial hospitalization, and intensive outpatient Psychiatric or ASA services must be precertified through the MAP.

Inpatient Psychiatric and ASA services are provided at 100% at approved PPO facilities, subject only to a $50/day copayment, limited to $275 per admission. Services at non-PPO facilities are covered at 60% coinsurance, with the member responsible for the $50/day copayment, $250 per admission.

Intensive Outpatient/Partial Hospitalization services for psychiatric or ASA services are provided at 100% at approved PPO facilities, subject only to a $25/day copayment, limited to $125 per admission. Services at non-PPO facilities are covered at 60% coinsurance, with the member also responsible for the $25/day copayment, $125 per admission.

G. Transplant Coverage

1) Subject to the benefit provisions of the plan, organ and bone marrow transplants will be covered by the Department at $100 deductible and 20% coinsurance for covered services, when determined to be non-experimental and when performed at a Quality Care Health Plan designated organ transplant facility. No coverage for organ transplants performed at non-designated facilities will be available. This does not apply to corneal transplants.

2) To be eligible for transplant benefits, the member must contact the State's precertification vendor for transplant approval. The State will pay for the evaluation of the member and/or eligible dependent at a specific PPO Transplant facility. The transplant will be approved or denied as a result of this evaluation on the basis of whether it is viable and non-experimental. The member may seek a second opinion from another PPO transplant facility, if available.

3) The following transplants will be included in this benefit:
kidney
liver
heart
heart/lung
lung
kidney/pancreas
bone marrow
pancreas

4) In some cases, transplants included on this list may be considered non-viable or experimental for some patients, or classes of patients, and will not be covered.

H. Hospice Care

Hospice care benefits are available as described in the State of Illinois Benefits Handbook. There shall be no maximum benefit applied to the covered Hospice charges, and there shall be no daily amount maximum for Hospice care. All charges continue to be limited to reasonable and customary amount as determined by the claims administrator for the State of Illinois Quality Care Health Plan.

I. Skilled Nursing Care

1) Skilled nursing care will be covered only for those members who precertify their nursing care, including skilled nursing care to be provided in the home. Medicare primary members and dependents are required to precertify for hospital stays and admission to extended care facilities. A $400 penalty will apply to members/dependents who do not precertify skilled nursing care and/or hospital stays, per type.

2) For all skilled care cases, the member may choose to receive care at home or in an extended care facility. However, the Department will pay the lesser of home health care treatment or care in a licensed extended care facility within the same geographic region.

J. Infertility Benefits

Benefits are provided for the diagnosis and treatment of infertility pursuant to the State of Illinois Benefits Handbook.

K. Prescription Drugs

The State shall provide a managed pharmaceutical care program for all employees. Such program may be "carved out" from Quality Care Health Plan. PPO network pharmacies, both retail and mail order, shall take assignment of benefits.

Effective July 1, 2000, employees will be responsible for a $7.00 copayment for each covered generic prescription (30 day supply), $14.00 for each formulary brand name prescription (30 day supply) and $28 for each non-formulary brand prescription (30 day supply). The prescribing physician may request a medical exception review from the pharmacy benefit manager for non-formulary brand prescriptions. These copayments shall not apply to the out-of-pocket maximums.

The Quality Care Health Plan will cover only the cost of a generic equivalent where a suitable quality generic equivalent is available. If a member elects a brand name drug where a suitable generic is available, the member will be responsible for the $7.00 copayment plus the difference in cost between the brand name drug and the generic equivalent.

There are several brand name drugs for which the generic equivalents have not proven to be effective clinical substitutions based on generally accepted clinical literature and/or medical research. Such brand name drugs shall be treated as generics under the Quality Care Health Plan. A list of such drugs shall be compiled by the Administrator of the prescription drug plan, subject to review by the Labor/Management Committee.

Effective July 1, 2000, the employer will implement a prior authorization program through the pharmacy benefit manager.

L. Employer and Employee Contributions for the Quality Care Health Plan

1) Effective July 1, 2000, employees enrolled in the Quality Care Health Plan with salaries of $25,400 or less per year will pay $27 per month for health plan coverage, unless the employee is on leave of absence as enumerated in the State of Illinois Benefits Handbook. Employees with salaries of more than $25,400 but not more than $38,300 will pay $32.00 per month for such coverage. Employees with salaries of more than $38,300 but not more than $51,000 will pay $34.50 per month for such coverage. Employees with salaries of more than $51,000 but not more than $63,800 will pay $37.00 per month for such coverage. Employees with salaries of more than $63,800 per year will pay $39.50 per month for such coverage.

For Fiscal Years 2002, 2003, and 2004, monthly premiums for each of the above-defined brackets will be increased by $3 each year.

The salary thresholds will be adjusted annually prior to the benefit choice period to reflect the annual increase in the Consumer Price Index from the most recent monthly report available. The employees' salary on April 1 shall govern for the next fiscal year.

2) Effective July 1, 2000, member contributions for dependent coverage will be $120.00 per month for one non-Medicare dependent, $150.00 per month for two or more non-Medicare dependents, $66.00 per month for one Medicare primary dependent, and $127.00 per month for two or more Medicare primary dependents. Effective July 1, 2001, member contributions for dependent coverage will increase $9 for each of the above categories. Effective July 1, 2002, member contributions for dependent coverage will increase $l0 for each of the above categories. Effective July 1, 2003, member contributions for dependent coverage will increase $l1 for each of the above categories.

M. Physician Preferred Provider Network

The State shall pursue the development of a Preferred Provider Network of physicians for the Quality Care Health Plan. Professional fees for those physicians participating in the Physician PPO Network will be paid at 90%.

Section 2. HEALTH MAINTENANCE ORGANIZATIONS (HMOs)

A. The State will continue to offer enrollment in Health Maintenance Organizations (HMOs). Transfers among HMOs and between HMOs and the Quality Care Health Plan may be made once a year during the State-designated benefits choice period. Transfers will be permitted without regard to the employee's age or number of previous transfers.

B. For the duration of this agreement, the major benefits provided by State contracted HMOs will be as follows:

1) Copayments
   $150 per hospital admission
   $100 per emergency room use
2) Physician Copayment: HMOs may require as much as a $10 copayment per physician visit.
3) Inpatient Services: 100% coverage after deductible
4) Extended Care Facility, Home Health Care and Hospice Care: 100% coverage, with specific limitations imposed by each HMO.
5) Emergency Room Services: 100% coverage after deductible
6) Professional Charges: 100%
7) Physicals and Well Baby Care: 100%
8) Psychiatric Care*
   Inpatient: Full coverage subject to hospital and emergency room deductibles specified above to 30 days per year.
   Outpatient: 20% copayment per visit with maximum of 20 visits per year.
9) Prescription Drugs: $5**
10) Durable Medical Equipment: 20% copayment
11) Prosthetic Devices: Full Coverage
12) Clinical Treatments; Diagnostic Lab and X-ray: 100% coverage
13) Infertility Treatments as required by State Law

14) Effective July 1, 2000, covered female members who precertify their pregnancy within the first trimester will be eligible for three weeks (15 days) paid maternity leave. Covered members who precertify their spouse's pregnancy within the first trimester will be eligible for two weeks (10 days) paid paternity leave. Employees must submit evidence of notification to the health plan signed by either their physician or health plan to the agency personnel office no later than the 14th week of pregnancy. The utilized form shall advise the employee that the agency personnel office must be notified. The State will require proof of the birth and marriage for a non-covered spouse.

A covered member will be eligible for two weeks (10 days) 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 process has been initiated.

Leaves under this section are limited to one leave per family per year.

*Alcohol and substance abuse program limitations vary among HMOs.
**HMOs may implement optional generic drug incentives.

Employees will be responsible for paying a portion of the HMO employee-only premiums. Effective July 1, 2000, employees with salaries of $25,400 or less per year will pay $21.00 per month for health plan coverage. Employees with salaries of more than $25,400 but not more than $38,300 will pay $26.00 per month for such coverage. Employees with salaries of more than $38,300 but not more than $51,000 will pay $28.50 per month for such coverage. Employees with salaries of more than $51,000 but not more than $63,800 will pay $31.00 per month for such coverage. Employees with salaries of more than $63,800 per year will pay $33.50 per month for such coverage.

For Fiscal Years 2002, 2003, and 2004, monthly premiums for each of the above-defined brackets will be increased by $2 each year.

Employees who reside in Illinois who do not have access to managed care will pay the managed care employee premium for Quality Care Health Plan coverage.

The salary thresholds will be adjusted annually prior to the benefit choice period to reflect the annual increase in the Consumer Price Index from the most recent monthly report available. The employees' salary on April 1 shall govern for the next fiscal year.

C. Effective July 1, 2000, employee contributions for managed care plan dependent premiums shall be frozen at the weighted average Fiscal Year 2000 dollar amounts for Fiscal Year 2001. However, the State's monthly dollar contribution toward dependent HMO coverage will not exceed its monthly dollar contribution toward Quality Care dependent coverage.

For Fiscal Years 2002, 2003, and 2004, the prior year weighted average employee contribution for managed care dependent premiums shall be increased by $5, $6, and $7 respectively.

Employees who reside in Illinois who do not have access to managed care and enroll dependents will pay the appropriate weighted average managed care dependent premium for Quality Care Health Plan coverage.

Section 3. DENTAL COVERAGE

Employees may opt for either the Quality Care Dental Plan or a Managed Care Dental Plan during the annual Benefit Choice Period.

A. Managed Care Dental Plan

1) The State will continue to contract for a managed care dental plan with dental care providers accessible to all employees. The managed care plan benefits will exceed those of the current Quality Care Dental Plan. Coverage percentages are equivalent to reasonable and customary charges statewide:

Procedure Type	Covered at:
Diagnostic	100%
Preventive	100%
Restorative	80%
Extractions	80%
Endodontics	80%
Complex Oral Surgery	
Removable Prosthetics	50%
Periodontics	80%
Fixed Prosthetics (crowns and bridges)	50%
Child Orthodontics (max./lifetime)	$1500/50%
Maximum Benefit	$2000/yr.

2) All dependents enrolled in the Managed Care Dental Plan must also be enrolled in one of the State health plans, and the State will pay the full cost of dependent dental plan coverage under the Managed Care Plan. The dental managed care program will provide 100% accessibility to dental managed care providers statewide. If, at anytime, a covered area becomes unserved by losing a sole provider, the member will be covered for emergency services at managed care benefit levels for the first 30 days at a dentist of his/her choice. If a replacement dentist has not been identified after 30 days, the member may go to a dentist of his/her choice and receive dental managed care benefits until a managed care dentist becomes available.

B. Quality Care Dental Plan

1) Employees for whom a Managed Dental Care Plan dentist is accessible and who elect to remain in the Quality Care Dental Plan will be required to pay $7.50 per month. In addition, employees who have one dependent enrolled in a Quality Care Health Plan or in a State-sponsored HMO or POS may elect to cover that dependent in the Quality Care Dental Plan, for a total premium of $12.50 per month. Employees who have two or more dependents enrolled in the Quality Care Health Plan or a State-

sponsored HMO or POS may elect to cover those dependents under the Quality Care Dental Plan for a total premium of $15.00 per month.

2) The benefit level for the Quality Care Dental Plan will be determined from a statewide fee schedule equivalent to reasonable and customary charges statewide for all services covered under this Section, with the exception of periodontia, orthodontia, surgical extractions, and fixed and removable prosthetics, which will have a benefit level equal to 50% of reasonable and customary charges statewide.

3) Covered services are shown below.

a) Diagnostic and Preventive Services:
- Initial oral exam
- Periodic oral exam
- X-rays
- Prophylaxis/Fluorides
- Pediatric Sealants

b) Restorative Services:
- Amalgam fillings, 1 to 4 surfaces
- Composite fillings, 1 to 3 surfaces

c) Oral Surgery:
- Simple extractions (non-surgical)
- Additional single extractions
- Surgical extractions
- General anesthesia, including intravenous sedation (where medically necessary)

d) Endodontal Services:
- Root canal, 1, 2, or 3 canals

e) Periodontal Services:
- Gingivectomy or gingivoplasty
- Root planing
- Mucogingival surgery
- Osseous surgery
- Pulp capping
- Pulpotomy
- Oral biopsy
- Alveoplasty
- Frenectomy

f) Fixed and Removable Prosthetics:
- Full dentures
- Partial dentures
- Crowns
- Bridges

g) Orthodontic Services:
- Comprehensive treatment
- Minor Treatment

4) The maximum benefit available is $1,200 per person per year. Effective July 1, 2001, the maximum benefit available is increased to $2,000 per year. A benefit year begins on each July 1 and ends on the following June 30.

5) Periodontia and prostodontia, including surgical extractions and crowns and bridges, are subject to a limit of $2,000 every five contract years. Effective July 1, 2001, this limit does not apply for these services.

6) Orthodontia is limited to $1,500 per course of treatment, and is only available to persons age 18 and under except that orthodontic treatment of deciduous teeth is not covered.

7) There is a $50 per person per year Quality Care Dental Plan deductible on all covered services except preventive and diagnostic services.

8) Effective July 1, 1998, the reimbursement schedule for dentures shall be increased by 20%.

Section 4. VISION COVERAGE

All employees and eligible dependents enrolled in either the Quality Care Health Plan or a State-sponsored HMO or POS will be provided with a State-paid Vision Benefit Plan.

Vision benefits will be available once every 24 months, with the exception of the eye exam, which is available once every 12 months. Member copayments will not exceed the following:

$10 for the exam
$10 for lenses
$10 for standard frames

In addition, there will be an allowance of $100 toward the cost of contact lenses.

Effective July 1, 2000, standard frames are defined as all frames with a $50.00 average wholesale cost.

Effective July 1, 2000, benefits at non-network providers shall be as follows:

$30 benefit for the exam
$40 benefit for single vision lenses
$60 benefit for bifocals and trifocals
$50 benefit for frames
$100 benefit for contact lenses

Section 5. DISPUTE RESOLUTION

Dispute over claims that are not resolved by the appropriate claims administrator, POS or HMO, with whom the Department has contractual authorization to resolve disputes, may be appealed to the Department of Central Management Services appeal committee, after remedies through the claims administrator, POS or HMO are exhausted. For any appeal by a bargaining unit employee, a designated union representative shall be a member of the committee. The union shall provide the employer with prior notification of the union representative who shall serve as a member of the committee. The employee shall have the right to refuse participation by the union.

Section 6. TERM LIFE INSURANCE

The State will provide basic term life insurance equal to 100% of the employee's salary, at premiums to be paid by the State.

Section 7. BENEFIT CHOICE PERIOD

For Fiscal Year 1999 and thereafter the annual Benefit Choice period will be held during the month of May.

Section 8. LAID OFF EMPLOYEES

Employees on layoff status shall retain health, dental, and vision insurance coverage for a period of six months following the effective date of the layoff with the Employer paying the full premium, single or family plan as appropriate.

Section 9. FURLOUGHED EMPLOYEES

Employees in furlough status at the Illinois School for the Deaf and Illinois School for the Visually Impaired shall retain health, dental, and vision coverage during scheduled summer breaks with the Employer paying the full premium, single or family plan as appropriate.

Section 10. PORTABILITY

The employer will comply with the health insurance portability provisions of the federal Health Insurance Portability and Accountability Act of 1996.

Section 11. TRANSIT BENEFIT PROGRAM

Effective July 1, 2001, the employer shall provide a pre-tax payroll deduction program for transportation expenses in accordance with and to the extent permitted by the Transportation Equity Act for the 21st Century (EA-21).

Section 12. PAID LEAVE FOR ORGAN TRANSPLANT DONORS

The employer shall grant up to six (6) weeks of leave with pay for living donors of organs including, but not limited to, kidneys, bone marrow, or any other organ that may be transplanted.