

AMENDMENT OF COLLECTIVE BARGAINING AGREEMENT 2019-2021

This Amendment to the Collective Bargaining Agreement 2016-2021 (hereinafter "the CBA") is entered into between the CASE Board of Directors (hereinafter "the Board") and the CASE Education Association, IEA-NEA (hereinafter "the Association"). The Board and the Association agree as follows:

1. The CBA is hereby amended effective July 1, 2019 through August 15, 2021. It is agreed that all other terms and conditions of the CBA shall remain in effect until August 15, 2021 except as provided herein.
2. Section 10.6 Sick Leave Bank is amended as follows.
 - A. The Association shall be responsible for the administration of a Sick Leave Bank. Participation of bargaining unit employees shall be on a voluntary basis.
 - B. Each new sick leave bank member will donate one day of his/her sick leave to the Bank no later than October 1 of that school year or upon signing a contract of employment with the Board, whichever shall be the later. After October 1, staff wishing to join will be required to donate 2 sick days, and be unable to access benefits until a six month waiting period has elapsed.
 - C. Additions will be made to the Bank at the beginning of each fiscal year according to the above procedures. In the event that the balance of days remaining in the Bank falls below fifty (50) days during a school year, all employees with one (1) or more accumulated sick leave days shall contribute an additional day to the Bank. If an employee has no remaining days to contribute, he/she shall not be penalized or precluded from participation in the Bank.
 - D. An employee withdrawing from the bargaining unit will not be allowed to withdraw the contributed days.
 - E. The intent of this plan is to provide extended sick leave to those employees who incur a personal period of prolonged illness, who have utilized all of their personal accumulated sick leave, and have incurred a loss of pay for at least three (3) days as a result of the condition for which Sick Leave Bank days are sought. The employee applying for leave from the Sick Leave Bank shall submit his/her request and physician's statement to the Association. The Association shall advise the Business Office in writing of authorized withdrawals from the Sick Leave Bank.

- F. An employee will not be able to withdraw days from the Bank until after his/her own accrued sick leave days have been depleted.
- G. The maximum number of days that an employee may draw from the Bank shall be determined by the number of years of continuous employment by the Board as provided below or until the end of the illness, whichever shall be less.

<u>Years of Employment</u>	<u>Maximum Draw from Bank</u>
1 – 4	10 days
5 – 9	20 days
10 – 14	30 days
15 – 19	40 days
20 or more	50 days

- H. Employees withdrawing sick leave days from the Bank will not be required to replace those days except as a regular contributing member of the Bank.
- I. An employee shall not be eligible to utilize the Sick Leave Bank in two (2) successive years unless the duration of the previous illness or hospitalization is continuous and the employee has not exhausted his/her entitlement, in which event the employee shall be eligible to utilize said remaining days of his/her entitlement not already exhausted. In all other situations, the employee shall be employed and working full-time for at least sixty (60) days prior to the drawing from the Bank in a subsequent year.
- J. The Bank shall only be applicable to the personal illness of the employee and not the serious illness or death of any other person.
- K. The Bank shall not be applicable to surgical or other procedures which may be safely deferred until a vacation or recess period.
- L. Nothing in this Section shall be construed as placing any obligation on the Board to advance or loan additional sick leave days to the Bank should all days be used up in any period or periods of its operation.
- M. In the event an employee is otherwise eligible for benefits from the Bank but is also eligible for disability payments from the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund, the employee shall be entitled to draw benefits from the Bank.
- N. Limits of Liability - The Association will protect and save harmless the Board from any and all reasonable claims, demands, suits, and other

forms of liability by reason of action taken or not taken for the purpose of complying with this Article.

- O. The Association and the Board shall confirm with the other the number of days in the Bank by August 1 of each school year.

3. Section 13.4 Twelve-Month Coverage is amended as follows.

For Full-time employees completing each school year of this Agreement who are not in the final year of their retirements, all insurance coverage provided by the Board shall remain in effect until September 1 of that calendar year.

For employees who retire in 2020 or thereafter, all insurance coverage provided by the Board shall remain in effect through June 30 of the year of retirement.

4. Section 14.5. Salary is hereby amended as follows. (Additions are double-underlined, and deletions are stricken-through.)

The 2015-16 salary of each employee shall be established as that employee's base salary. Salaries for part-time employees will be prorated.

- A. All staff employed during the 2015-2016 school year will receive a pay increase of 4% for the 2016-2017 school year.
- B. All staff employed during the 2016-2017 school year will receive a pay increase of 3% for the 2017-2018 school year.
- C. All staff employed during the 2017-2018 school year will receive a pay increase of 3% for the 2018-2019 school year.
- D. All staff employed during the 2019-2020 school year will receive a pay increase of 3% for the 2019-2020 school year.
- E. All staff employed during the 2020-2021 school year will receive a pay increase of 2.75% for the 2020-2021 school year.

Educational Advancement Categories are BA+15, Master's, Master's+15, Master's+30, Master's+45, and Master's+60/Doctorate. For every movement from one category to another the employee will receive a salary increase of \$2,000, to be added to the employee's base salary after the percentage increase noted above is applied. Hours and degree(s) for movement must be in an area that will improve the employee's ability to fulfill the responsibilities of his/her assigned position and be pre-approved by the Executive Director or his/her designee. Any increase in salary as a result of approved coursework

will become effective after the transcripts are received indicating that the coursework was completed with a grade of "B" or better. Transcripts must be received by September 15 to result in a salary adjustment.

- A. New employees will be assigned a salary at the discretion of the Executive Director but will not be compensated at a higher rate than a current employee with the same education and experience.
- B. The Board shall deduct and remit the required amounts for each employee to the State of Illinois Teachers' Retirement System, the Illinois Municipal Retirement Fund, and the Teachers' Health Insurance Security Fund (as applicable) to be applied for the retirement and health insurance accounts of such employee. The employee shall have no right or claim to the funds so remitted, except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System and Illinois Municipal Retirement Fund.

The Association President shall receive a list of employees and their salaries prior to the beginning of each school year.

5. Section 14.7 Teachers' Health Insurance System (T.H.I.S.) is amended as follows.

The Board shall pay a portion of the licensed employees' contributions to the Teachers' Health Insurance System, in the amount of 0.5% of the licensed employees' compensation.

6. Section 14.8 Retirement Incentive Program (TRS and IMRF) is hereby amended as follows.

- A. Eligibility for employees whose retirement is approved within the first three years of this contract: An employee will be eligible to receive his/her first retirement incentive benefits in the sixth (6th) year of continuous CASE employment (i.e., after completing at least five (5) years of full-time continuous employment by the Board, or the equivalent of at least five (5) years of full-time employment through continuous part-time employment).
- B. Eligibility for employees whose retirement is approved within the last two years of this contract (2019-2020 or 2020-2021): An employee will be eligible to receive his/her first retirement incentive benefits in the eleventh (11th) year of continuous CASE employment (i.e., after completing at least ten (10) years of full-time continuous employment by the Board, or the equivalent of at least ten (10) years of full-time employment through continuous part-time employment).
- C. Process: The employee shall submit his/her written request to the Board not later than February 1 prior to the first year for which the employee is

requesting the payment of a retirement incentive.

- D. Incentive: Employees whose retirement is approved within the first **three** years of this contract are eligible for the retirement incentive program as outlined below.

Notification Year for Employees with 5 or More Years of CASE Service	Base Salary	Annual Increase	Post-Retirement: Insurance Benefit	Post-Retirement: Lump Sum severance
2016-2017	2016-2017	6% each year for up to 4 years	\$2,700 for 6 years	Up to 50 unused sick days paid at \$30 per day
2017-2018	2017-2018	6% each year for up to 4 years	\$2,700 for 6 years	Up to 50 unused sick days paid at \$30 per day
2018-2019	2018-2019	No additional increase beyond the annual increase negotiated for all staff.	\$2,700 for 6 years	Up to 50 unused sick days paid at \$30 per day

- E. Incentive: Employees whose retirement is approved within the last two years of this contract (2019-2020 or 2020-2021) are eligible for the retirement incentive program as outlined below.

Notification Year for Employees with 10 or More Years of CASE Service	Base Salary	Annual Increase	Post-Retirement: Insurance Benefit	Post-Retirement: Lump Sum severance
2019-2020	2019-2020	No additional increase beyond the annual increase negotiated for all staff.	\$3,000 for 4 years w/4 year notice; 3,000 for 3 years w/3 year notice; 3,000 for 2 years w/2 year notice; 3,000 for 1 year w/1 year notice.	Up to 50 unused sick days paid at \$40 per day

2020-2021	2020-2021	No additional increase beyond the annual increase negotiated for all staff.	\$3,000 for 4 years w/4 year notice; 3,000 for 3 years w/3 year notice; 3,000 for 2 years w/2 year notice; 3,000 for 1 year w/1 year notice.	Up to 50 unused sick days paid at \$40 per day
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- F. For employees whose retirement is approved in 2016-2017 or 2017-2018 and who receive 6% annual increase(s) as a result (as set forth in Subsection D) the employee shall receive the 6% increase in lieu of the increase that would otherwise be provided under this Agreement for up to four (4) years.
- G. Employee Post-Retirement Insurance Benefit: A lump sum severance payment by August 15 for the number of consecutive years listed above, following the school year wherein the employee's retirement is effective; a lump sum contribution (in the amount identified above) per year toward non-CASE health insurance plan coverage.
- H. Employee Post-Retirement Lump Sum Severance: A lump sum severance payment by August 15 following the school year wherein the employee's retirement is effective; an amount computed by multiplying the number of unused sick leave days up to a maximum of 50 days that are not used towards retirement system creditable service by \$30 or \$40 per day, as applicable.
- I. Retirements may occur on single or multi-year plans up to four (4) years beyond the term of this Agreement but will be based upon the retirement benefits available when notice is given under this Agreement.
- J. Unless the Pension Code changes such that an employer contribution to TRS by CASE is required for such increases, an employee may receive retirement benefits under a single or multi-year plan up to four (4) years beyond the term of the Agreement. If the Pension Code changes such that there is an employer contribution to TRS required by CASE for employees retiring under a single or multi-year plan beyond the term of this agreement, the parties shall meet to discuss the development of a retirement program that will avoid an employer contribution by CASE related to the retiring employees. In the event that the legislature, TRS or IMRF reduces the maximum salary increase that may be considered creditable earnings, either the Association or the Board may request to re-open negotiations regarding such reduction.
- K. Except as otherwise provided herein, no employee providing notice of retirement and receiving a retirement incentive will receive an increase in

CASE creditable earnings exceeding 6% in the last four years for any reason.

- L. If an employee discontinues CASE extra-duty work performed in the prior year, the employee's compensation for the school year will be determined by increasing the prior year's CASE creditable earnings by 6% and subtracting the value (for the new school year) of work not performed.
- M. Notwithstanding the foregoing provisions of this Section, in no event shall the Board provide any retirement incentive to an employee who has received an increase in CASE creditable earnings in excess of six percent (6%) for any school year used to calculate the employee's pension. However, an employee who receives an increase in CASE creditable earnings exceeding 6% because the CASE Administration (Director, Assistant Director) assigns the employee additional extra duty or workday(s) in writing will not forfeit his/her retirement incentive.
- N. Retirement Process Meeting: The Association and the CASE Administration will hold an annual meeting with employees who have provided notice of retirement.
- O. Savings Clause: Should any retirement benefit in this Section 14.8 be declared illegal by a final decision (available appeals exhausted) of a court or regulatory agency of competent jurisdiction which considers this Agreement, or a similar provision of another collective bargaining agreement or agreements for public education employees in the State of Illinois, the like or similar provision(s) of this Section shall be considered by the Board and the Association as automatically deleted from this Agreement to the extent that such provision(s) violate(s) the law. In such event, the remaining provisions of this Section 14.8 shall remain in full force and effect for the duration of the Agreement if not affected by the deleted provision(s). In such event, the Board and the Association will bargain over the impact of the deleted benefit(s) and language.

7. Section 18.5 DURATION AND ACCEPTANCE OF AGREEMENT of the CBA is hereby amended as follows:

- A. The Agreement shall become effective on August 16, 2016, and shall continue in effect until August 15, 2021.
- B. The Amendment to the Agreement shall become effective on July 1, 2019, and shall continue in effect until August 15, 2021.

CASE EDUCATION ASSOCIATION,
IEA-NEA

By: Maureen E. Quirk
President

Date: 6-7-2019

CASE BOARD OF DIRECTORS

By: [Signature]
Chairperson

Attest: [Signature]
Secretary

Date: 6-7-2019

BOARD OF EDUCATION FOR
MARQUARDT SCHOOL DISTRICT 15,
DUPAGE COUNTY, ILLINOIS, solely
in its capacity as Administrative District
and legal and fiscal agent for CASE

By: [Signature]
President

Attest: [Signature]
Secretary

Date: 6/11/19