



**AMENDMENT AND EXTENSION
OF
COLLECTIVE BARGAINING AGREEMENT**

SASED EDUCATION ASSOCIATION, IEA-NEA

AND

SASED BOARD OF CONTROL

2018 – 2019

2019 - 2020

2020 - 2021

AMENDMENT AND EXTENSION OF COLLECTIVE BARGAINING AGREEMENT

2018-2019, 2019-2020 and 2020-2021

This Amendment and Extension of Collective Bargaining Agreement 2018–2019, 2019–2020 and 2020-2021 (hereinafter “the AECBA”) is entered into between the SASED Board of Control (hereinafter “the Board”) and the SASED Education Association, IEA-NEA (hereinafter “The Association”) to amend and extend the current Collective Bargaining Agreement for FY 2014 through FY 2018 (hereinafter “the CBA”). The Board and the Association agree as follows:

1. The CBA is hereby amended and extended through the 2020-2021 school year. It is agreed that all terms and conditions of the current CBA shall be extended through the 2020-2021 school year except as provided herein.
2. Section 5.1 Compensation, subsection D, is hereby amended as follows:

2018-2019

The 2017-2018 Compensation Schedules shall be used. Employees will move a step on their applicable Compensation Schedule, provided a step is available in their Lane.

2019-2020

For the 2019-2020 Compensation Schedules, determine the rate of increase in the CPI-U for calendar year ending December 31, 2017. If the calendar year 2017 CPI-U is less than or equal to the cost of the Step increase, then the Compensation Schedule used for 2018-2019 shall be used for 2019-2020 and employees will move a step on their applicable Compensation Schedule, provided a step is available in their Lane. To determine the cost of the step, SASED will calculate step based upon the employees covered by this Agreement on February 1, 2018. If the CPI-U exceeds the calculated step, the excess above the calculated step will be added to the base on the Compensation Schedules. If the calendar year 2017 CPI-U change is more than 3.5%, then 3.5% will be used for the CPI-U rate of increase.

The Compensation Schedule for the 2019-2020 school year will be prepared by the Board and provided to the Association President within sixty (60) calendar days after publication by the BLS of the December, 2017, CPI-U data.

2020-2021

For the 2020-2021 Compensation Schedules, determine the rate of increase in the CPI-U for calendar year ending December 31, 2018. If the calendar year 2018 CPI-U is less than or equal to the cost of the Step increase, then the Compensation Schedule used for 2019-2020 shall be used and employees will move a step on their applicable Compensation Schedule, provided a step is available in their Lane. To determine the cost of the step SASED will calculate step based upon the employees covered by this Agreement on February 1, 2019. If the CPI-U exceeds the calculated step, the excess above the calculated step will be added to

the base on the Compensation Schedules. If the calendar year 2018 CPI-U change is more than 3.5%, then 3.5% will be used for the CPI-U rate of increase.

The Compensation Schedule for the 2020-2021 school year will be prepared by the Board and provided to the Association President within sixty (60) calendar days after publication by the BLS of the December, 2018, CPI-U data.

- 2.1 Under no circumstances may an employee who receives a step and lane change receive a creditable earnings increase of more than 6% over the employee's prior year's creditable earnings unless the increase in excess of 6% is not subject to an additional employer contribution to TRS. If an employee's step and lane change for the 2018-2019, 2019-2020 or 2020-2021 school year increases the employee's creditable earnings by more than 6%, the annual increase will be limited to 6%. In the following school year, the employee's creditable earnings will be paid from the scheduled amount unless the creditable earnings exceeds 6%. If placing an employee on the annual schedule increases the employee's creditable earnings by more than 6% then the annual increase will be limited to 6%.
3. Subsection 5.7.2 Medical Insurance is hereby amended as follows:

5.7.2 Medical Insurance

Single Health Insurance Coverage

The Board will make health insurance available to employees as indicated in the medical plan document. Effective January 1, 2014 the Board will pay 80% of the cost of the individual medical insurance premium for full time employees, enrolled in SASSED's medical insurance plan. Effective January 1, 2015 and for each annual open enrollment of this Agreement thereafter and except as provided for FY 18 below, the prior year's actual cost of insurance will be allowed to increase up to a maximum of 10% without changing the 20% contribution level required for full time employees. However, once the cost of insurance increases by more than 10% for a fiscal year the additional cost in excess of 10% for that year will be allocated 50% to employees and 50% to the Board.

Part time employees who work twenty (20) hours or more may enroll in the health insurance program with the percentage of the premium paid by the Board, based upon the percentage of the employee's employment. The employee is responsible for payment of the remainder of the premium.

Dependent Health Insurance Coverage

Dependent health insurance coverage is available to employees as indicated in the medical plan document. The Board will pay 60% of the cost of dependent coverage for full time employees in FY14. Effective January 1, 2015 and for each annual open enrollment of this Agreement thereafter and except as provided for FY 18 below, the prior year's actual cost of insurance will be allowed to increase up to a maximum of 10% without changing the 40% employee contribution level required for full time employees. However, once the Board contribution increases by more than 10% for a fiscal year the additional cost in excess of 10% for that year will be allocated 50% to employees and 50% to the Board.

Part time employees who work twenty (20) hours or more may participate in the dependent health insurance coverage with the percentage of the premium paid by the Board, based upon the percentage of the employee's employment. The employee is responsible for payment of the remainder of the premium.

FY 20

By no later than October 1, 2019, the SASSED insurance committee will present its recommendation to the Board and the Association regarding plan design or other insurance plan changes that may be necessary prior to January 1, 2020 in order to avoid the imposition of an excise tax or penalty upon SASSED under the *Patient Protection and Affordable Care Act* ("PPACA"). The Board and the Association shall thereafter consider such recommendation and may enter into further negotiations thereon.

If the Board and the Association fail to come to agreement that permits SASSED to avoid an excise tax or penalty, SASSED's contribution towards medical insurance premiums will be reduced on a pro-rated, per employee basis, beginning with the month of January 2020, by the amount of the excise tax or penalty that SASSED will be required to pay in order to maintain the affected coverage (i.e., single, family, or both).

Example: Annual excise tax = \$36,000 for single coverage / 12 months = \$3,000
reduction in Board monthly contribution towards single coverage / 100 employees
with single coverage = \$30/per employee per month reduction in Board contribution.

4. Section 5.10 Retirement Enhancement Program, is hereby amended, effective on the first day of the 2018-2019 school term based on the SASSED school calendar, as follows:

5.10 Retirement Enhancement Program

A. Eligibility

A SASSED retirement enhancement program shall be available for an employee with a retirement date no later than June 30, 2025 who meets all of the following eligibility criteria:

1. On the date of retirement must be eligible and have applied to retire under Illinois Teachers' Retirement System ("TRS") requirements;
2. On the date of retirement must have been employed:
 - a. full-time in the Cooperative for fifteen (15) years preceding his/her retirement;
 - b. part-time in the Cooperative for thirty (30) years preceding his/her retirement; or
 - c. at least twelve (12) years full-time plus such additional part-time employment that totals fifteen (15) years full-time equivalency.

For the above purposes, an absence from work due to the following circumstances will be considered employment (full-time or part-time, based on

the employee's then-current status): FMLA leave; work-related injury; or unpaid leave during a school year where the employee works at least one-hundred (100) days;

3. On the date of retirement be at least fifty-five (55) years of age or attain fifty-five (55) years of age within six (6) months thereafter as required by TRS for retirement eligibility.
4. Submits a service credit report obtained from TRS. The report must indicate the employee's total years of service as of the retirement date and projected creditable earnings for the highest four years of creditable earnings over the past ten years of service.
5. Submits a Letter of Intent to Retire as required below by April 1 prior to the school year that SASED retirement enhancement program benefits begin; and
6. Must not have received an increase in creditable earnings exceeding 6% during any school year that TRS will use to calculate the employee's pension. However, the portion of an increase exceeding 6% that is not subject to an additional employer contribution to TRS shall not render the employee ineligible.

B. Eligibility Exception

The SASED retirement enhancement program shall not be available to any employee whose retirement requires SASED to make an additional employer/Board contribution or payment of any kind to TRS due to the employee's retirement. For example, an employee may participate in the TRS Modified Early Retirement Option or this SASED retirement enhancement program, but not both.

C. Letter of Intent to Retire

In order to be eligible to participate in the SASED retirement enhancement program, an employee must submit an irrevocable letter of intent to retire to the Executive Director setting forth a retirement date at the end of a school year not later than June 30, 2025. The letter of intent to retire must be received by the Executive Director by April 1 of any year of this Agreement for retirement enhancement program salary increases to begin the following school term. An employee who submits a letter of intent to retire by April 1, 2021 will receive the benefits provided under this Agreement and shall not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

If the Board of Control determines that the employee is not eligible to participate in the SASED retirement enhancement program, the Board shall so notify the employee by June 1 of the school year that the employee submits his/her letter of intent.

D. Irrevocability

1. An employee's letter of intent to retire may only be rescinded by the employee for the following reasons:
 - a. Death in the retiree's immediate family; or
 - b. Other reasons of compelling emergency as determined solely by the Board. The Board's decision is not reviewable and said reasons shall be non-precedential with respect to granting or denying requested changes in retirement election.
2. If the retirement is rescinded, the employee will repay the retirement enhancement through a reduction of his/her pay over the next school year or sooner. The reduction in pay shall be the difference between the amount paid to the employee as retirement enhancements and the amount the employee would have received without the retirement enhancements.

E. Acceleration of Retirement Date

An employee may accelerate the retirement date stated in his/her letter of intent to retire without affecting his/her participation in the SASSED retirement enhancement program so long as the change in the retirement date does not require SASSED to make an additional employer/Board contribution or payment of any kind to TRS as a result of the change.

In the event that an employee accelerates the retirement date stated in his/her letter of intent to retire and the change will require the Board to make an additional employer/Board contribution or payment of any kind to TRS as a result of the change, the employee forfeits his/her participation in the SASSED retirement enhancement program. In addition, the Board shall reduce such employee's pay for the remainder of his/her employment by the amount necessary to recover retirement enhancements paid to the employee. The reduction in pay shall be difference between the amount paid to the employee as retirement enhancements and the amount the employee would have received without the retirement enhancements. If the employee retires before the Board recovers the retirement enhancements, such former employee shall repay any retirement enhancements to the Board within thirty (30) days of his/her retirement. In the event that the former employee fails to repay the Board within such time, the Board retains all rights and remedies against the former employee to recover the unpaid amount.

F. Retirement Enhancement Program Salary Increase(s)

An employee who is eligible and elects to participate in the SASSED retirement enhancement program is eligible to receive an increase of 4% over the employee's prior year's reported TRS creditable earnings for each of up to four (4) remaining years of the employee's employment in SASSED. The increase(s) shall be in lieu of any other raise, step, or other creditable earnings increase to which the employee may otherwise have been entitled under this Agreement.

A retiring employee may receive no more than four (4) years of 4% creditable earnings increases under this retirement enhancement program. It is the intent of the parties that the 4% increases will be paid in the employee's final years of employment. An employee for whom an extra-duty stipend was part of the employee's creditable earnings in the school year in which notice is given and who elects not to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. Under no circumstances may an employee participating in this program receive a creditable earnings increase for more than 6% over the employee's prior year's creditable earnings unless the increase in excess of 6% is not subject to an additional employer contribution to TRS.

G. Retirement Enhancement Program Health Insurance Benefit

An employee who submits a Letter of Intent to Retire and is eligible to participate in the SASSED retirement enhancement program as provided above shall be reimbursed by the Board up to \$2,400 per year, as set forth below, for the cost of the employee's post-retirement health insurance policy premium. This benefit shall cease upon the death of the retiree, at the end of a time period applicable to the employee set forth below, or when the employee reaches age sixty-five (65) years of age or otherwise is eligible for Medicare, whichever occurs first.

The conditions of this benefit are as follows:

4 Years Notice - Up to five (5) years premiums paid at an amount not to exceed a total Board contribution of \$12,000.

3 Years Notice –Up to three (3) years premiums paid at an amount not to exceed a total Board contribution of \$7,200.

2 Years Notice – Up to two (2) years premiums paid at an amount not to exceed a total Board contribution of \$4,800.

1 Year Notice – Up to one (1) year's premium paid at an amount not to exceed a total Board contribution of \$2,400.

The Board shall reimburse the retiree for the premium for the individual coverage upon proof of payment of the premium and within the time line provided in the *Illinois Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.*

The reimbursement provided above shall be paid to employees who retire under the terms of this Agreement and shall survive this Agreement. The reimbursement of employees who retire under this Agreement shall not be affected by a subsequent collective bargaining agreement.

5. Due to the expiration of the TRS Modified Early Retirement Option ("MERO"), the following Section 5.11 Notice and Retirement Under TRS Modified Early Retirement Option ("MERO") is deleted in full.

~~5.11 Notice and Retirement Under TRS Modified Early Retirement Option ("MERO") Employees who wish to participate in the TRS MERO shall notify the Director, or designee, in writing by April 1 prior to the school year that the retirement is to begin. The calculation on eligibility for participation in MERO will be established prior to the end of each fiscal year to align notice of retirement and eligibility to participate. The number of employees who may retire under MERO may be limited at the option of the Board to a specified percentage of those eligible, not less than 10%, with the right to participate to be allocated among those applying on the basis of seniority in the service of the Board. The Board may, in its sole and non-reviewable discretion, permit additional MERO retirees, provided, however, that such permission shall not be deemed to create a past practice, pattern or precedent.~~

6. Section 8.2 Effective Date and Duration, is hereby amended as follows:

This Agreement shall be effective, to the extent feasible on the first teacher employment day of the 2013-2014 school term. This Agreement shall expire at 11:59 p.m. on the day prior to the commencement of the 2021-2022 school term based on the SASSED school calendar.

IN WITNESS WHEREOF



Chairperson, SASSED Board of Control

Attest:


Secretary

Date:

8/23/17


President, SASSED Education Association,
IEA-NEA

Date:

8/23/17

MEMORANDUM OF AGREEMENT

RE: Hourly Use of Sick Leave

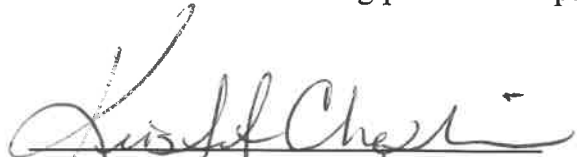
This Memorandum of Agreement (the "MOA") is entered into by and between the SASED Board of Control (the "Board") and the SASED Education Association, IEA-NEA (the "Association"), to address the use of sick leave on an hourly basis for the remainder of the Collective Bargaining Agreement FY2014-FY2018 (CBA) as amended and extended through FY2021. The Board and the Association agree as follows:

1. Effective March 1, 2019, and for the remainder of the CBA and its amendment and extension through FY2021, bargaining unit members will be permitted to use sick leave on an hourly basis, or in the current one half (1/2) day or full-day increments. For the remainder of the CBA, the past practice limiting use of sick leave to one half (1/2) day or full-day increments will be deemed modified. Unless extended by further written agreement, such modification shall expire upon termination of the CBA as amended and extended through FY2021 and past practice will resume.


2. This MOA shall not be deemed a violation of the Agreement for FY 2014-FY 2018, as amended and extended through FY2021, or any other Agreement between the Board and the Association. Except in the case of an alleged violation of this MOA, neither bargaining unit employees nor the Association shall present or raise, for any reason, this MOA or its terms or conditions in any subsequent grievance, arbitration or other proceeding regarding the interpretation, application or implementation of the CBA or its amendment and extension. The terms and provisions of this MOA shall not otherwise be considered as setting precedent or past practice, or serve as a basis for a grievance.



Chairperson, SASED Board of Control



President, SASED Education Association,
IEA-NEA

Attest: 

Secretary

Date: 1/23/19

Date: 1/14/19