

FINAL OFFICIAL COPY

MAXIMUM ACCUMULATION OF UNUSED SICK LEAVE

**SIDE LETTER OF UNDERSTANDING
between
the PREA and the BOARD OF EDUCATION
for the 2016-2020 COLLECTIVE BARGAINING AGREEMENT**

The purpose of this Side Letter of Understanding is to resolve a difference in opinion between the Parties to the 2016–2020 Collective Bargaining Agreement (“Agreement”), between the Park Ridge Education Association (“PREA”) and the Board of Education of Community Consolidated School District No. 64 (“Board”), regarding the interplay between the provision regarding the maximum accumulation of unused sick leave days and the provision regarding the payment of accumulated unused sick leave days upon retirement.

Article IX.A.4 of the Agreement, *Maximum Accumulation*, provides, “[a]ll unused leave days (sick leave and personal business leave days) shall accumulate as sick leave days to a maximum of 340; provided, however, the maximum accumulation shall be determined at the end of the school year. Example: A teacher with 340 accumulated sick leave days at the end of the 2016-17 school year shall be credited with an additional fifteen (15) sick leave days and three (3) personal business leave days at the start of the 2017-18 school year, with the understanding that the maximum number of accumulated sick leave days at the end of that school year, as provided above, shall not exceed 340, regardless of whether the teacher uses any of the credited fifteen (15) sick leave days or three (3) personal business days.”

Article XII.M of the Agreement, *Unused Sick Leave Upon Retirement*, provides, “[f]or the school years 2016-17, 2017-18, 2018-19, and 2019-20, the Board shall pay \$65.00 for each day of accumulated and unused sick leave which a teacher has in excess of the total number of such sick leave days that can be used for additional service credit under TRS. The maximum number of days which will be paid is limited to eighty (80). Said payment shall be made as a post-retirement severance benefit and is not intended to be added to compensation in the teacher’s final year of service. The payment shall be made after the retired teacher provides evidence from TRS of any accumulated and unused sick days that have not been used for service credit under the Teachers’ Retirement System.”

The above stated provision regarding the maximum accumulation of unused sick leave days in Article IX.A.4 applies to *both* sick leave days available for use during the course of employment *and* to the payment of accumulated unused sick leave days upon retirement as a post-retirement severance benefit. In other words, no employee shall be permitted for any reason to have more than 340 accumulated sick leave days accumulated at the end of any school year including at the end of an employee’s final school year prior to retirement. For example, if an employee possesses and submits to TRS 340 unused sick leave days accumulated while continuously employed with the District to attain 2 full years of TRS creditable service, then under no

circumstances will such employee be eligible for any payment under Article XII.M of the Agreement.

Because of the confusion that the Agreement created leading some PREA members to believe that the 340-day maximum established by Article IX.A.4 did not apply to the accumulation of unused sick leave days for the purpose of the post-retirement severance benefit provided in Article XII.M and in consideration of the PREA agreeing to the interpretation of Article IX.A.4 as set forth in the immediately above paragraph, the Board will agree this one time to provide the following listed former employees who retired in June of 2017 compensation at the rate of \$20.00 for each day of unused sick leave beyond the 340-day maximum:

Irene Kappos:	\$691.00 for 34.55 days
Jamie Knoblauch:	\$232.00 for 11.60 days
Faye Manzi:	\$155.40 for 7.77 days

The PREA agrees that no other former, current or future employees other than those listed above shall be eligible for payment for sick leave days beyond the 340-day maximum under the Agreement. Instead, all other employees shall be subject to the 340-day maximum for accumulated sick leave for the purposes of the benefits provided under Article XII.M.

The Parties agree that the terms of this Side Letter are non-precedential and no promise has been made by the Parties to provide the other any other or future consideration except as set forth in this Side Letter.

The PREA waives any objections, grievances, claims, actions, or unfair labor practice charges it may have, now or in the future, against the Board and its members, officers and agents related directly to the resolution agreed upon by the Parties in this Side Letter including, but not limited to, any claim related to the District strictly enforcing the 340-day maximum for accumulated sick leave set forth in provision Article IX.A.4 of the Agreement.

**PARK RIDGE EDUCATION
ASSOCIATION**

**BOARD OF EDUCATION OF
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 64**

By: Jeremiah W. Michael

By: [Signature]

Date: 2/26/18

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