

**Memorandum of Understanding (MOU)
Between the Board of Education of
Prospect Heights School District 23 and
the Local No. 73, Service Employees International Union, AFL-CIO**

Implementation of Article 11 – Early Retirement Incentive

WHEREAS, the Board of Education of Prospect Heights School District 23 (the “District” or “Board”) and the Local No. 73 of the Service Employees International Union, AFL-CIO (the “Union”) are parties to a collective bargaining agreement for the bargaining unit comprised of custodial employees; and

WHEREAS, the collective bargaining agreement provides for an early retirement incentive, which states as follows:

ARTICLE 11 - EARLY RETIREMENT INCENTIVE

Prior to reaching the mandatory age (70), a District 23 service employee, SEIU Local 73, may elect to participate in the I.M.R.F. Early Retirement Program if adopted by Board resolution.

1. To be eligible, the service employee must have completed at least twenty (20) years of full-time employment in District 23, must be at least fifty-five (55) years of age. The employee must notify the business administrator, in writing, of his /her intention to participate in the E.R.I Program in accordance with the I.M.R.F. early retirement regulations.

2. Participants will be allowed to enroll in hospitalization insurance coverage and life insurance coverage for which they are eligible until age 65 or the retiree becomes Medicare eligible. The retiree will be responsible for the full amount of the premium applicable to the particular coverage.

; and

WHEREAS, the Parties desire to clarify that the reference to and application of the language in Article 11.

NOW, THEREFORE, the Board of Education and the Union agree as follows regarding application of Article 11 of the collective bargaining agreement:

1. The language “the mandatory age (70)” contained in Article 11 shall not be construed to require an employee to retire from employment with the District or to otherwise restrict participation in the I.M.R.F. Early Retirement Program, if adopted by Board Resolution and the employee is otherwise eligible for participation.

2. This Memorandum of Understanding will not be construed as a guarantee of employment by the Board; and, the employee’s continued employment remains subject to the requirements of law, Board policy, and the collective bargaining agreement.

3. The terms and provisions of this Memorandum of Understanding shall not be deemed a violation or misapplication of the terms of any collective bargaining agreement, past, present, or future, between the Parties and shall not serve as grounds to revive any prior grievance that was not timely filed.

4. To the extent of any conflict or inconsistency between this Memorandum of Agreement and the collective bargaining agreement or any successor collective bargaining agreement, the provisions of this Memorandum of Understanding shall control.

WHEREFORE, the Parties have caused their duly authorized representatives to execute this Memorandum of Understanding on the dates set forth below.

Local No. 73 of the Service Employees
International Union, AFL-CIO

Board of Education of Prospect Heights
School District 23, Cook County, Illinois

By: _____

By: _____
President

President

Attest: _____

Secretary

Date: _____

Date: _____