

**C O N T R A C T**

**Between**

**PEKIN COMMUNITY HIGH SCHOOL DISTRICT NO. 303**

**And**

**PEKIN EDUCATION ALLIANCE**

**2010-2012**

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## Article I

### RECOGNITION

- 1.1 The Board of Education of School District No. 303, Tazewell County, Pekin, Illinois hereinafter referred to as the “Board,” recognizes the Pekin Education Alliance, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as the “Alliance,” as the sole and exclusive negotiating agent for the following employees:
  - A. All regularly employed full-time certificated personnel, and part-time regularly employed certificated personnel with a 50% or greater assignment, hereinafter referred to as employees, except for the Superintendent, Assistant to Superintendent for Business Operations, Assistant Superintendent for Instruction and Personnel, principals, assistant principals, athletic director, department chairpersons, deans, network administrator, RtI coordinator and any other employee whose primary responsibility is administrative or supervisory. Counselors and certificated school nurses shall be considered part of the bargaining unit. Bargaining unit members identified herein are hereafter referred to as “employee(s)” or “teacher(s).”
  - B. All regular part-time and full-time noncertified clerical, secretarial, custodial, maintenance, PCHS cafeteria employees, accompanists, home school coordinator, student development coordinator, district liaison, computer technician, teacher aides, nurses, student supervisors, job coaches, personal assistants, security guards and video clerical, excluding teachers, supervisors, managerial employees, confidential employees, short term employees and students as defined in the IELRA. “Part-time” as used herein means an employee working three (3) hours or more per day, but less than full time. Bargaining unit members identified herein are hereby referred to as “employee(s)” or “ESP employee(s).”
- 1.2 The Board agrees not to negotiate with any other employees’ organization or group of employees with regard to terms and conditions of employment affecting those certificated personnel identified above.
- 1.3 This Agreement is negotiated pursuant to Illinois Educational Labor Relations Act to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

Article II

EMPLOYEE AND ALLIANCE RIGHTS

2.1 Teacher Discipline and Right of Representation

Dismissal of tenured teachers shall be pursuant to the School Code. Disciplinary action short of dismissal taken against any teacher shall be for cause and exercised in a fair and reasonable manner. Assignment or reassignment from teaching or extracurricular duties shall not be deemed disciplinary action. Further, failure to renew a contract of a non-tenured teacher shall not be deemed disciplinary action. When a teacher appears before the Board or the Administration concerning any matter which could adversely affect the teacher's position or the teacher's salary any disciplinary action or placement on remediation, the teacher shall be entitled to Alliance representation or an attorney of the teacher's choice. If there is no Alliance representation, the Alliance shall be promptly notified of any resulting disciplinary action.

2.2 Discipline and Right of Representation of Educational Support Personnel ("ESP")

The Administration shall inform an ESP employee of deficiencies in said employee's performance of assigned work. For serious or repeated infractions, the Administration shall inform the ESP employee in writing and shall forward a copy of such record to the Director of Business Operations for placement in the employee's personnel file. No ESP employee shall be disciplined, discharged, or issued a written reprimand without just cause. An ESP employee shall be entitled to Alliance representation when being disciplined. Disciplinary action shall be progressive, as follows:

- (1) Verbal warning (documented as stated above).
- (2) Written reprimand/warning.
- (3) Suspension.
- (4) Discharge.

However, the sequence and necessity for the above will be appropriate for the circumstances of each case. For instance, proof of the following conduct is conclusively determined to constitute just cause for discharge when committed on school property:

- (1) Theft.
- (2) Physical violence toward another (assault).

- (3) Possession or use of alcoholic beverages or controlled substances (unless prescribed by a medical doctor) including hashish and its derivatives.

Tardiness and absenteeism, including absence without notice or authorized leave, and maintenance of an unacceptable pattern of regular, on time attendance may result in the imposition of discipline, up to and including discharge.

When an ESP employee is required to appear before the Board concerning the employee's discharge or reduction of salary, the employee shall be entitled to have a representative present and/or an Alliance representative may be present to establish the Alliance's position. In any event, ESP employees shall always be advised of the conduct for which they have been disciplined. In all cases in which the Administration concludes that an ESP employee's conduct may justify suspension or discharge, the Alliance shall be promptly notified of the suspension or pending discharge and afforded an opportunity for consultation.

### 2.3 Personnel File

Each employee shall have the right, upon reasonable request to review the content of his/her personnel file and to place therein, written reactions to any of its contents. An employee shall receive a copy of any unfavorable entry at the time of inclusion.

### 2.4 Right to Organize

Employees shall have the right to organize, join and assist the Alliance or other employee organization and to participate in professional negotiations through the recognized employee organization. The Board shall not discriminate against any employee with respect to hours, wages, terms, and conditions of employment for reasons of membership or non-membership in the Alliance, or other employee organization, participating in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement. No employee shall be required to join the Alliance or other employee organization as a condition of employment and no employee shall be terminated because of the employee's decision not to join the Alliance or other employee organization.

### 2.5 Dues Deduction

The Board shall deduct from each employee's pay the current dues of the Alliance and other employee organizations, provided that the Board has an employee-executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Alliance or other employee organizations. The authorization shall remain in effect from year to year, except that the employee may revoke it between September 1 and September 15 of any year. Upon receipt of any revocation, the Board shall notify the Alliance or other employee organizations in writing of same. All dues deducted by the Board shall be remitted to the Alliance or other employee organizations no later than ten (10) days after such deductions are made.

2.6 Jury Duty/Compulsory Appearances

An employee shall suffer no loss of pay if summoned to serve on a jury except that any remuneration for such service except mileage shall be returned to the district. An employee shall return to work if released from jury service in time to complete at least one-half (1/2) of his/her work shift/day.

Employees who are required by summons or subpoena to appear for court or other judicial proceedings, including depositions, shall receive their regular salary and continuation of benefits providing the required appearance is related to or arises out of the employee's duties and responsibilities as an employee of the District. Employees qualifying under this provision shall suffer no loss of sick leave or personal leave and the absence shall not count against perfect attendance for the purpose of the "attendance incentive." Employees shall submit to the District any funds received by reason of such appearance, exclusive of any mileage or meal allowance.

2.7 Meetings, Notices, and General Information

The Alliance or other employee organization shall not be denied the following:

- A. The use of school buildings for meetings;
- B. The use of employee mailboxes, inter-school mail, and school bulletin boards for the purpose of internal communication;
- C. The use of school equipment, e.g., computers, typewriters and duplicating machines subject to reasonable regulation and the Board's right to reimbursement for any costs;
- D. The president of the Alliance or his designee shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meetings at the same time that this notice is given to the members of the Board;
- E. Eight (8) copies of all Board minutes, agenda and support data, excepting that designated in the following sentence, shall be mailed or placed in the mailbox of the president of the Alliance as soon as practical. Any material dealing with subjects which are appropriate for closed sessions under the Open Meetings Act., including, but not by way of limitation, matters relating to employment, appointment or dismissal of personnel, need not be furnished to the Alliance.

2.8 Contracts

Within 30 days of ratification of this Agreement, the Board shall have sufficient copies prepared and delivered to the Alliance for distribution to the employees. In addition, the Administration shall provide all employees with a current copy of the negotiated master contract and the health benefit booklet within five (5) days of hire date. A copy of the contract will be posted on the PCHS intranet.

The Board shall not issue individual teacher contracts or employment agreements during negotiations before a salary schedule has been adopted, except that the Board may issue individual contracts to newly appointed teachers. All current certificated staff members shall be provided annually two (2) copies of a written contract stating terms of employment for the upcoming year. One (1) copy of the contract is to be signed and returned to the Superintendent's office within the first week of the new school year.

2.9 New Employees

Names and addresses of newly employed employees shall be made available to the Alliance not later than ten (10) days before the start of the semester.

2.10 Non-Discrimination

The Board shall not discriminate against any employee based upon residency.

2.11 Fair Share Agreement

Each bargaining unit member, who on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, fails to join the Alliance, shall be obligated to pay a fair share fee to the Alliance, in an amount which shall not be greater than the amount of dues uniformly required of members of the Alliance.

In the event that the bargaining unit member does not make arrangements to pay his/her fair share fee directly to the Alliance, upon notice by the Alliance, the Board of Education shall deduct the fair share fee from the wages of the nonmember in accordance with the Illinois Educational Labor Relations Act, provided the Alliance has previously certified to the Board the fair share fee as required by law.

Such fees as are deducted by the Employer shall be paid to the Alliance by the Board of Education no later than ten (10) days following deduction.

In the event of any legal action against the Employer brought in a court or administrative agency because of its agreement to or compliance with this Article, the Alliance agrees to defend such action, at its own expense and through its own counsel provided:

- (a) The Employer gives notice of such action in writing to the Alliance and does not oppose the Alliance's intervention as a party in such proceedings if the Association so desires; and
- (b) The Employer gives full and complete cooperation to the Alliance and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and on appeal.

The Alliance further agrees that it will indemnify and hold harmless the Employer from any liability, including any damages or costs imposed by a final judgment of a court or administrative agency as a consequence of the Employer's agreement to or compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board of Education not imposed upon it, or required by this Article.

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Alliance. Such employee shall, in lieu of payment to the Association, contribute said fair share fee to a mutually agreed upon non-religious charitable organization in accordance with the Illinois Educational Labor Relations Act, and the Rules and Regulations of the Illinois Educational Labor Relations Board.

The Alliance shall accord every bargaining unit member subject to this fair share fee requirement proper notice, and all rights provided by federal law and the Illinois Educational Labor Relations Act.

#### 2.12 Labor/Management Relations Committee

In a continuing effort to improve labor management relations, Pekin community High School District No. 303 Board of Education and Pekin Education Alliance, IEA-NEA has established a Labor/Management Relations Committee ("LMRC") that shall meet monthly throughout the school year. The purpose of the LMRC shall be to improve communications and to make PCHS an even better place for students to learn and staff to work. The Pekin Education Alliance shall appoint three to five bargaining unit members to attend all LMRC meetings as employee representatives. The Superintendent shall appoint three to four administrators as administrative representatives to attend all LMRC meetings as administrative representatives. Additional employees and additional administrators shall attend LMRC meetings when they have information that would help the parties address issues before the

LMRC. Members of the Board of Education may attend LMRC meetings, generally one at a time on a rotating basis.

The LMRC shall discuss matters of mutual concern. The LMRC shall not be a forum for collective negotiations, but may attempt to resolve concerns that might at some point in time become bargaining issues. Agenda items shall be presented to the Superintendent's secretary one week before the scheduled meeting and the agenda shall be made available to committee members at least 72 hours before a meeting. By mutual consent of representatives and employee representatives, non-agenda items may be discussed. An administrative representative and an employee representative shall chair LMRC meetings on a rotating basis.

Whenever it may appear to the parties that it might be helpful, the parties shall utilize the services of a trained facilitator. In particular, no later than January of the year preceding the expiration of the collective bargaining agreement, the parties shall discuss the format for bargaining and give consideration to the use of a facilitator to improve the bargaining process.

#### 2.13 Student Achievement Committee

In a continuing effort to streamline the School Improvement Planning process, Pekin Community High School District No. 303 Board of Education and the Pekin Education Alliance, IEA-NEA has established a Student Achievement Committee (SAC) that shall meet monthly throughout the course of the school year. The purpose of this committee is to address issues related to student achievement and the learning community. The Pekin Education Alliance shall appoint a minimum of 3-4 bargaining unit members to attend all SAC meetings. The Superintendent shall appoint two administrators and one department chairperson as representatives to attend all SAC meetings. In addition, the Superintendent will serve on the SAC. Additional employees and administrators or department chairpersons shall attend SAC meetings when they have information that would help the parties address issues before SAC. At least one member of the Board of Education would generally be expected to attend SAC meetings.

The SAC will discuss issues related to student achievement which may include but not be limited to curricular alignment with state standards, student performance, grading issues, curricular and extracurricular concerns, school day schedule and structure, graduation/drop-out rates, etc. The SAC will not be a forum for collective bargaining, capital improvements or financial/budgetary matters. Agenda items shall be presented by committee members to the Superintendent's Secretary one week before the scheduled meeting and the agenda shall be made available to committee members at least 72 hours before a meeting. It is recognized that some issues might need to be discussed by the Superintendent and Alliance President to determine whether they are more appropriate for the LMRC or the SAC. By mutual consent of employee representatives and administrative representatives, non-agenda items may

be discussed. An administrative representative and an employee representative shall chair SAC meetings on a rotating basis.

Whenever it may appear to the parties that it might be helpful, the parties shall utilize the services of a trained facilitator. It is expected that the SAC will develop operating guidelines similar to those developed by LMRC.

## Article III

### EMPLOYMENT CONDITIONS OF CERTIFIED STAFF

#### 3.1 School Calendar

The Board shall establish a school calendar. The calendar shall contain no more than 180 regular work days, which may include four (4) institute days.

#### 3.2 Teacher Work Day

The teacher work day for most certified personnel shall be from forty (40) minutes prior to the first regularly scheduled class period until ten minutes following the last regularly scheduled class period. In no event shall the normal work day exceed eight (8) hours. These hours may be varied for some teachers such as media personnel, social worker, counselors, and psychologists, or in case of emergencies such as heavy snow, energy crises or extreme heat. The intent of the foregoing sentence is to provide flexible beginning and ending hours for exceptions, not to significantly extend or contract the teacher work day. Teachers may be required to remain or return for faculty meetings, departmental meetings, special committee meetings, student conferences, open house, or other duties not inconsistent with the teacher's professional standing. During each work day, the teacher shall be entitled to a duty-free lunch period equal to that of the students, but in no case less than 35 minutes. Teachers with a 4<sup>th</sup> hour Prep may be asked to perform work to advance district goals including but not limited to student tutoring, curriculum development work, emergency supervision, and core enrichment. This work would take place during the study hall portion of their 4<sup>th</sup> hour prep.

#### 3.3 Teaching Assignments, Load and Class Size

The Administration shall determine teaching assignment, teaching load, and class size.

Should class size within a department become a concern to teachers within the department, the teachers, with Alliance participation, if requested, shall discuss the concern with the Administration in an effort to alleviate the problem. Teachers with an unusually large number of students, teachers who teach a sixth (6<sup>th</sup>) instructional class, or teachers with a high percentage (greater than 30% of the class with IEP's) of students with learning difficulties in a class any of which result in abnormal paper work and/or instructional difficulties, shall be provided with clerical or instruction assistance as appropriate. The Board may, in its sole discretion, hire additional non-certified staff if it so desires.

The normal teaching load for each of the two semesters of the school year for a teacher shall not exceed five (5) teaching periods per semester.

Assignment of a sixth (6<sup>th</sup>) instructional period in any year shall result in a twenty percent (20%) overload (ten percent of annual salary per semester) in the teacher's scheduled annual pay.

Under no circumstances shall the scheduling provisions above be used, either directly or indirectly, to increase class size or to reduce the number of instructional teachers nor any teacher's hours. (Reduce from full time to part time status.)

3.4 Notification of Assignments

All teachers shall be notified of their tentative teaching assignments by the building principal or designee before the final day of school. If there is any change in teaching assignments, the teacher will be immediately notified. "Assignments" as referred to in this paragraph are defined as classes to be taught, not scheduling of time. All teachers shall be notified of their teaching schedule, classes taught and scheduling of time, by the building principal or designee as soon as practical but no later than thirty (30) days before commencement of the first semester and ten (10) days before commencement of the second semester. If there is any change in teaching assignment, the teacher will be immediately notified.

3.5 Change of Duties or Responsibilities

The hours, salaries, or other negotiated terms and conditions of employment shall not be altered unless agreed upon by the Alliance.

3.6 Vacancies

The Superintendent shall cause to be posted in the district administrative office, principal's office and the Holman Center a notice of vacancies in sufficient time for application to be submitted by those members who wish to be considered. Additionally the Administration shall make good faith efforts to have vacancies noted in written daily announcements when they occur and during the summer mailed out with employee checks.

In all appointments the Board shall consider the present faculty applicants equally with other applicants.

3.7 Desk and File Cabinet

All teachers shall be provided a separate desk and a locking file cabinet. If a teacher is assigned to teach in more than one classroom, he/she shall have a desk and a file cabinet that can be accessed at all times without interrupting another class.

3.8 Resignation With Notice

A tenured teacher may resign at any time, except in order to accept another teaching assignment, with the concurrence of the Board or by serving thirty days' written notice.

3.9 Curriculum

Teacher input into curriculum matters shall be welcomed by the Administration at Department Chairperson and Student Achievement Committee meetings and in conjunction with the Superintendent's goals and the district's Mission Statement as approved by the Board.

## Article IV

### EMPLOYMENT OF CONDITIONS OF EDUCATIONAL SUPPORT PERSONNEL

#### 4.1 Custodians and Maintenance

- A. There shall be a 12 month work year. The employer retains the right to determine the number of ESP employees on the work force.
- B. The work day shall be 8 hours inclusive of a 30 minute paid meal period.
- C. Except in the case of an emergency an ESP employee shall be given a 48 hour notice before a temporary change in work shift or hours is implemented. An ESP employee shall be given a 3 week notice before a permanent change in work shift or hours is implemented. Although the employer has the absolute right to make such changes, the employer shall, when possible, consult with the ESP employee. No ESP employee shall be required to work a split shift with a gap of unpaid time more than twice a year.
- D. Any ESP employee called to return to work following the completion of his/her regular shift and before the start of his/her next regular shift shall receive a minimum of three (3) hours pay at one and one half the ESP employee's regular straight time rate. Notwithstanding the foregoing, if an ESP employee who is called in works 60 minutes or less, the ESP employee shall be paid a total of \$25.
- E. Building checks shall be paid at 1 ½ times the individual's daily rate of pay for a minimum of 2 hours per occurrence.
- F. Incidental tasks, of a few minutes duration, traditionally performed by bargaining unit members, may, on occasion, be performed by other ESP employees, in the interest of efficiency and such performance shall not significantly reduce overtime or call in opportunities for ESP employees.

#### 4.2 Secretarial and Clerical

- A. The work year for 9 month ESP employees shall correspond with the teachers' school year.
- B. The work year for 10 month ESP employees shall be 10 months. The work year will correspond with the teachers' school year. The additional month work schedule will be set by the Administration and based on the specific needs of the position.
- C. The work year for 12 month ESP employees shall be 12 months.

- D. Exclusive of lunch periods, the normal work day shall be 7.5 hours.
- E. Whenever a bargaining unit ESP employee is compelled to work, that ESP employee shall not be paid less than that ESP employee's regular rate of pay.

4.3 Overtime

Overtime shall be paid at one and one-half (1½) times the ESP employee's regular rate of pay unless the ESP employee and the supervisor agree to compensatory time on a one and one-half hour for one hour basis in lieu of any pay. Employees whose duties are affected by any event or occurrence will be asked to work any overtime necessary to provide for the safe and orderly operation of the school. In the event the affected employee(s) are not able to work the required overtime, it will be offered to full time bargaining unit members. If no bargaining unit member is willing to work the overtime when the supervisor determines it shall be worked, the work may be offered to non-bargaining unit ESP employees or substitutes. As a last resort, the Director or designee will assign a bargaining unit member or members to provide for the necessary coverage of the event or occurrence. Whenever practicable the employee(s) who have worked the least amount of overtime in the previous 12 months will be required to work the overtime.

4.4 Probationary Period

During the first 60 work days of employment actually worked by an ESP employee, an ESP employee shall be deemed a probationary ESP employee and may be discharged without notice or cause.

4.5 Unsafe or Hazardous Conditions

Hazardous or unsafe conditions will be promptly reported, investigated and within reason corrected.

4.6 Vacancies

All job vacancies or newly created positions within the District shall be posted with job description, classification, shift and wage rate for a minimum of five (5) work days in each facility and shall be filled within 60 days of the position becoming vacant if qualified applicants exist. During the school year, notice of vacancies shall be included on the daily announcements. The Administration shall make a good faith effort to send notices of vacancies during the summer months to nine month bargaining unit members who request such notice in writing through summer paycheck or separate mailings. All current ESP employee applicants shall be given an opportunity for an interview. Among qualified current ESP employee applicants, seniority will be considered. The Board has an absolute right to eliminate positions, but a reduction in force of ESP employees shall be subject to the provisions of Article 4.8. The 60 day time line shall not apply to 9 month positions during the time between school years.

4.7 Short Term Employees

From time to time due to sickness, injury, personal workloads or other causes it is necessary to employ additional personnel. These are designated as short term employees and as such are paid the beginning rate on the wage scale and do not accrue any fringe benefits. However, if a short term employee is placed on a permanent status, the employee's service shall be figured from the employee's first day of continuous employment by the Board.

Short term employees may be hired by the Board due to the temporary absence of bargaining unit members.

This section shall be interpreted in conjunction with 4.6, "Vacancies." This section shall not be interpreted as prohibiting the Board from hiring seasonal help or utilizing "township" ESP employees as long as such does not result in a reduction in normal work hours or the number of positions within the unit. Such ESP employees may be paid less than the beginning rate on the wage scale. Further, this section shall not be interpreted as prohibiting the Board from paying a skilled person hired as a short term ESP employee at a rate in excess of the beginning rate on the wage scale, but in no event greater than the highest rate.

4.8 Reduction in Force

A. All ESP Employees other than Custodial and Maintenance

Prior to action to reduce bargaining unit positions, the Alliance and the affected ESP employee(s) shall be given written notice at least sixty (60) days prior to the end of the school year. Layoffs shall be in inverse order of seniority within classification, providing the more senior ESP employee is qualified for the position remaining. For purposes of this Section 4.8, "Classification" shall refer to the following.

Secretary/Clerk/Bookkeeper  
PCHS Cafeteria Workers  
Personal Assistants  
Job Coaches  
Educational Aides  
Security Guards  
Nurses  
Student Supervisors  
Home/School Coordinator  
Accompanist  
Student Development Coordinator  
District Liaison

Recall rights to positions shall extend for twenty-four (24) months following the effective date of layoff. Recall within each classification shall be in order of seniority for those qualified. Recalled ESP employees shall suffer no loss of pay or benefits in effect at the time of layoff unless altered through collective negotiations between the Alliance and the employer. Seniority shall not be lost nor shall it be earned while on layoff.

Uninterrupted part-time service shall be calculated on a pro rata basis.

If there is a tie in seniority, the ESP employee with the greater total service to the District in any capacity shall be retained if qualified.

Within the classification of secretary/clerk/bookkeeper, all continuous services in any of the positions shall be credited and transferable within the overall classification. In no case, however, may an ESP employee exercise seniority to bump into another classification. Notwithstanding any other provision hereunder, in exercising seniority rights hereunder, an ESP employee within the secretary/clerk/bookkeeper classification whose position has been eliminated shall be entitled only to the position of the least senior ESP employee within the classification holding a position that the ESP employee whose position has been eliminated is qualified to fill. The more senior ESP employee thus assuming the position of a less senior ESP employee shall suffer no loss of pay.

The less senior ESP employee whose position is thus being assumed, shall not be entitled to bump into any other position and shall be separated.

Seniority shall be defined as the length of an ESP employee's continuous employment with the District within the classification. Service shall be computed from the first day of uninterrupted employment. Service shall not be interrupted due to utilization of approved leaves of absence, vacations, layoff, or normal breaks in the contractual year for a particular position. A full year of service shall be earned if an ESP employee works at least one-half (1/2) of the ESP employee's work year. A seniority list shall be developed and posted each year prior to March 1 reflecting the length of service of each ESP employee in each classification, including those on layoff.

#### B. Custodial and Maintenance

Seniority shall be defined as the length of an ESP employee's continuous employment with the District within the bargaining unit. Service shall be computed from the first day of uninterrupted employment. Service shall not be interrupted due

to utilization of approved leaves of absence, vacation, layoff, or normal breaks in the contractual year for that particular position.

A seniority list shall be developed and posted by March 1 of each year. Layoffs, if necessary, shall be in inverse order of seniority within classification. Notwithstanding the foregoing, a senior ESP employee in a higher paying custodial/maintenance classification may, in the event of a reduction in force, bump into a custodial position for which no differential-other than a shift differential is paid, providing the ESP employee is qualified to perform the work.

4.9 Subcontracting

During the term of this Agreement, no current custodial/maintenance ESP employee shall be terminated or offered less than forty (40) hours of work a week as a result of subcontracting. Further, differential work shall be performed by custodial/maintenance bargaining unit members assigned responsibility, except for the rare and incidental occurrences where it is not practical to do so, work which is of a project nature or work which is supplemental in nature. The foregoing shall not be a guarantee of differential work, but rather, the differential work will be performed by assigned bargaining unit members at the appropriate pay for the time worked.

During the term of this Agreement, no current cafeteria ESP employee shall be terminated or face a reduction in force as a result of subcontracting.

This paragraph 4.9 shall not be interpreted as prohibiting the District from contracting for services that had been performed by a former ESP employee whose separation from the employment with the District was not a result of subcontracting.

4.10 Teacher Aides

The District will allow teacher aides to be released the same time as teachers on days that have less than normal work hours—with no loss of pay.

## Article V

### CERTIFIED EMPLOYEE EVALUATION

- 5.1 The primary focus of teacher evaluation is to improve instruction. Teacher evaluation requires teachers to meet established performance expectations. This process must be continuous and constructive, and must take place in an atmosphere of mutual trust and respect. The process is designed to encourage productive dialogue between staff and supervisors and to promote professional growth and development.
- 5.2 The building principal and/or a qualified designee shall evaluate each non-tenured teacher in writing. This evaluation shall follow directly a period of observing the teacher at his/her work for, at least, a majority of a class period. In the case of a classroom teacher, the observation shall be made from within the classroom. No formal observation of a teacher shall take place during the first five days of student attendance or the last five days of student attendance of the school year.

The building principal and/or a qualified designee shall evaluate each tenured teacher in writing either through the process outlined in section 5.2 or through the alternative evaluation process. A tenured teacher who has received three consecutive excellent evaluations (non-tenured evaluations may be included), in a collaborative effort with his/her evaluator, may choose to participate in an alternative evaluation process. This process will follow the same goal-setting process as the formal observation. At the conclusion of the alternative evaluation, a product will be submitted by the teacher as evidence of continued professional growth. During the alternative evaluation process, the teacher will be given a progress report indicating satisfactory/not satisfactory development of the alternative evaluation no later than January 31<sup>st</sup>. After the progress report is issued, the teacher has the option of requesting a formal classroom observation. However, a formal classroom observation is not required in the alternative evaluation process.

The evaluation process is subject to approval by the Illinois State Board of Education and must be consistent with Illinois law.

- 5.3 The evaluation shall be followed by an interview and discussion of the evaluation with the teacher. Normally, the interview shall be held within five (5) school days after the preparation of the written evaluation. The deadline for the final appraisal conference for tenured staff shall be the last day of the spring semester of the year during which the evaluation is conducted.
- 5.4 Prior to its inclusion in the teacher's personnel folder, the teacher shall sign the summative evaluation form acknowledging receipt. If the teacher chooses, an explanation may be attached to the evaluation form.

- 5.5 Non-tenured teachers will usually be evaluated each school year and tenured teachers once (1) every other school year unless additional evaluations are, for legitimate educational reasons, deemed desirable by the Administration. Teachers for whom additional evaluations are deemed necessary shall be notified in writing by the Administration of the reasons for such evaluations. Said notification may be accomplished through the evaluation instrument itself. Written notification shall not limit the scope of subsequent evaluations.
- 5.6 An annual incremental pay increase may be withheld from a teacher as a method of progressive discipline for failure to remediate deficiencies.
- 5.7 Consulting Teacher  
Should a need arise for a consulting teacher, the Board will notify the Alliance and if a consulting teacher within the bargaining unit is selected, the parties shall bargain the compensation and working conditions for the consulting teacher.
- 5.8 A teacher to be evaluated shall be notified of his/her evaluator.
- 5.9 The same evaluation instrument shall be used with all certificated teachers. A copy of this instrument shall be included in the Teacher's Manual.

## Article VI

### REDUCTIONS IN TEACHERS

- 6.1 Seniority for the purposes of this provision shall be determined by the length of continuing service within the District.
- 6.2 If reductions in teachers or teaching position occur, teachers shall be laid off in inverse seniority order; i.e., shortest in length of service first, provided the remaining teachers have the necessary qualifications and certifications (as set forth in State Board of Education Document Number 1 as amended or superseded) to properly fill the remaining positions.
- 6.3 If the Board increases the number of teachers or if a teacher resigns after the layoffs, the Board shall first offer re-employment to the laid-off teachers in seniority order; i.e., oldest in length of seniority first, provided the recalled teacher has the necessary qualifications and certifications to properly fill the full or part-time opening(s).
- 6.4 The right to recall shall be in effect for twenty-four (24) months from the date of layoff, however, a teacher's failure to respond to recall affirmatively within thirty (30) calendar days after mailing or within fifteen (15) calendar days after receipt (which ever shall first occur) of the Board's letter, sent registered mail to the teacher's address on file with the Board shall result in termination of the teacher's rights of recall hereunder. The teacher shall have the right to accept or reject a position of lesser terms and still retain recall rights to be made whole. Such reassignment to a greater position shall occur no later than at the beginning of the next semester.
- 6.5 Where two or more teachers have the same seniority, the following criteria shall apply. Further, when two or more teachers have the same qualifications at one of the following steps, the next step shall be used to determine where the reduction shall be made.
  - A. Education – meaning the horizontal position on the salary schedule.
  - B. Subject area – meaning years of teaching in a particular subject area.
  - C. Recommendation of the Administration.
- 6.6 Years of continual service with the District shall include service prior to and subsequent to Board-approved leave, except for the purpose of sabbatical leave. Sabbatical leave shall not be construed as an interruption of seniority rights but shall be construed as continuance of service.

- 6.7 No later than the first school day in December of each year the Board shall post an updated seniority list for all departments in the principal's outer office and at the Holman Center. For purposes of this Article VI, "departments" shall be defined to include: Agriculture, Art, Business, Driver's Education, English, Foreign Language, Guidance, Health, Home Economics, Industrial Arts, Mathematics, Music, Physical Education, Science, Social Studies, Special Education and speech and Drama. The posting shall be conspicuous and readily available. A teacher teaching part time shall accumulate seniority at the fractional part of a year as determined by the fractional part of the teaching day. In the case of the teacher who resigns and then returns to the District, seniority will run only from the date of the latest employment.
- 6.8 The ranking of seniority for the seniority list(s) shall be from the teacher with the highest number of years of service in the school district to the teacher with the lowest; with the teacher of the highest amount of service having the greatest seniority and the teacher with the lowest number of years of service having the least seniority. The Board shall update the seniority list(s) to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new teachers. Such list(s) shall govern the status of years of service with the District.
- 6.9 Any teacher who disagrees with his/her placement on the seniority list(s) shall have sixty (60) days after the posting to initiate a challenge through the grievance procedure. If no challenge is initiated, the placement and specified years of service found on the list shall be conclusive if the District has relied upon such information.
- 6.10 Each teacher's name shall appear on every seniority list for which the teacher is qualified and certified. A teacher who has been honorably dismissed in his/her current teaching field shall replace a teacher with less seniority on any other list on which the teacher's name appears.
- 6.11 The provisions of this Article VI, "Reduction in Teachers," shall not apply to non-tenured teachers.

## Article VII

### LEAVES

#### 7.1 Sick Leave

Sick leave shall be interpreted, according to Section 24-6, Illinois School Code, to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. For purposes of this policy, immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and step-children. The Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

Sick leave may also be used to attend funerals or memorial services of individuals not in the immediate family or household, but such use shall be limited to two (2) days unless the Superintendent approves use of additional days.

Sick leave with full pay will be granted as follows:

- A. Employees with 1 through 10 years of experience in District #303 will be granted 10 school days full pay per year, which may accumulate.
- B. Employees with 11 or more years of experience in District #303 will be granted 20 school days full pay per year, which may accumulate.
- C. Certified employees may accumulate sick leave up to 350 days. IMRF employees may accumulate sick leave up to 240 days.

Employees will start each school year with accumulated sick leave earned up to the maximum accumulation, plus those days allowed for the present year according to the categories above. Before any sick leave day is deducted from the accumulated sick leave, sick leave days allowed for the present year shall first be utilized. This category given above will be based on years of experience in the District including the present year.

The following provisions shall pertain to certified staff only:

- A. Should a qualifying illness continue without interruption, after a teacher has received the maximum benefits allowable as accumulated to his or her credit, he or she will receive regular pay less one (1) day's pay for a substitute for the next twenty (20) consecutive school days or until the teacher is able to return to duty or the close of the school year, whichever first occurs.

- B. All absences of the teacher under the sick leave policy must be reported to the business office through the division head. Absences which do not require a substitute will also be reported. The Administration shall provide each teacher the number of accumulated sick days at the beginning of each semester.
- C. At retirement, a teacher or the teacher's estate shall receive his/her per diem rate of pay for each unused sick leave day between those needed for additional TRS benefits and the 350 maximum accumulations (currently 10 days). In the event of death while still employed, a teacher's estate shall receive his/her per diem rate of pay for each unused sick leave day between those needed for additional TRS benefits and 350 days maximum accumulation (currently 10 days). In no event shall this payment exceed \$500.00.

7.2 Personal Leave

A. Certified Staff

Teachers shall be entitled to two (2) personal leave days per year. Under extraordinary circumstances the leave may be extended by the Superintendent. Personal leave days may be taken in portions of a day providing there is sufficient advance notice to the Administration.

A request for personal leave must be submitted to the employee's immediate supervisor at least 10 days in advance of the date of absence. Superintendent approval must be given prior to the leave to be classified as personal leave.

No reduction in salary shall be made, nor payment to a substitute made when this leave is granted. Personal leave days may not be taken immediately preceding or following a holiday or vacation period except in the event of an unavoidable emergency. Any unused personal days shall be added to the accumulated sick days at the end of the school year.

B. Educational Support Personnel

The Board shall grant each ESP employee 2 days of personal leave per year to conduct such personal business which cannot be completed during work hours. A request for personal leave must be given to the supervisor at least 10 days in advance of the date of absence. Superintendent approval must be given prior to the leave to be classified as personal leave, except in the case of an emergency. Personal leave days may not be taken immediately preceding or following a holiday or vacation period while school is in session except in the event of an unavoidable emergency. Any unused personal days shall be added to the accumulated sick leave at the end of the fiscal year.

7.3 Attendance Incentive

A. Certified Staff

Teachers who have perfect attendance for a semester shall receive an incentive payment of \$125.00, to be paid within thirty (30) days of the end of the semester. Teachers who fall short of perfect attendance by less than one full day, shall receive an incentive payment of \$100.00. For purposes of this section, less than one full day means missing any part of any single day. Approved professional leave shall not count against the perfect attendance.

B. Educational Support Personnel  
Custodial and Maintenance

For each eighty (80) hour pay period without “lost time” for any reason excepting Jury Duty and vacation, each employee shall be credited with an additional one hour to be added to the employee’s vacation time.

Secretarial and Clerical

Each nine month employee who completes a semester and each twelve month employee who completes six months without “lost time” for more than one day for any reason shall receive an incentive payment of \$75.00 per semester or per six month period respectively.

“Lost time” shall be interpreted as any period the employee is not present on the job, or does not work the full schedule shift, including tardiness, sickness or absence for any other reason covered by this Article excepting Jury Duty, vacation or comp time.

Reimbursement under the sick leave policy shall not constitute time worked.

7.4 Leave of Absence

An unpaid leave of absence of up to two (2) years without pay may be granted to any employee who in the judgment of the Board has reasonable need for such a leave. If the Alliance makes a timely request to be heard, Alliance viewpoints will be heard prior to final approval or disapproval. The employee shall have the option of continuing the employee insurance coverage by payment of the full premium cost to the Board. Further, in the case of a teacher, the Administration may in its absolute discretion allow a teacher to take paid leave of absence conditioned upon the teacher paying the cost of a substitute teacher.

7.5 Alliance Leave

The Alliance President or designee shall be released for the equivalent of four (4) days to conduct Alliance business each year without loss of pay. This leave may be taken in portions of days. After an aggregate of two days has been used, the Alliance will pay the employer for the cost of substitution, if necessary. Any additional time beyond four days will be agreed to by the Alliance President and the Superintendent or his designee. Time spent at meetings between Association leaders and the Administration Board on grievances, problem solving or negotiations shall not be

deducted from Association leave. Further the Alliance's two (2) delegate(s) to the IEA Representative Assembly shall be allowed two (2) days of leave in addition to those otherwise provided for in this section.

The Alliance President, if a teacher, shall be assigned 4<sup>th</sup> hour preparation.

#### 7.6 Family and Medical Leave

Per requirements as outlined in the Family and Medical Leave Act, 29 U.S.C. 2601 et seq., 29 C.F.R. Part 825, each employee who has been employed by the District for at least twelve (12) months and has performed at least 1,250 hours of service to the District shall be entitled to a family and/or medical leave of absence which shall be defined as an approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per twelve (12) month period under particular circumstances that are critical to the life of a family. Leave may be taken: upon the birth of the employee's child; upon the placement of a child with the employee for adoption or foster care; when the employee is needed to care for a child, spouse or parent who has a serious health condition; or when the employee is unable to perform the functions of his or her position because of a serious health condition.

The provisions of this section shall apply to all family and medical leaves of absence except to the extent that such leaves are covered under subsequent sections of this Article for any part of the twelve (12) weeks of leave to which the employee may be entitled under this section. In such case, if an employee is entitled to paid leave under another section, the employee must take the paid leave first; provided, if the paid leave available under subsequent sections of this Article is for less than a twelve (12) week period, the additional days of leave necessary to attain the twelve (12) weeks of leave required under this section shall be provided without compensation. Further provided the limitation placed on the length of the leave by this section shall not in any way affect the length of a leave under another section of this Article.

The Board of Education may require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Board of Education may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the Board of Education, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Board of Education and the employee. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the Board of Education may

require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part time schedule.

Spouses who are both employed by the Board of Education are entitled to a total of twelve (12) weeks of leave for the birth or adoption of a child or for the care of a sick parent.

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice not less than thirty (30) days prior to the leave, and make efforts to schedule leaves so as not to disrupt the District's operations. In cases of illness, the employee shall report periodically on his or her leave status and intention to return to work.

For purposes of this family and medical leave section only, an employee who is granted an approved leave of absence shall continue to receive group insurance benefits for up to twelve (12) weeks at the level and under the conditions that the coverage would be provided if the employee had continued working and had taken leave. In the case, however, of an employee who qualifies for family and medical leave because the employee is unable to perform the functions of his or her position because of a serious health condition, such employee's right to continue to receive the insurance benefits under the conditions that the coverage would be provided if the employee had been able to continue working shall extend for a period of six (6) months following the exhaustion of any paid leave available to the employee. The extension of the employee's right to receive insurance benefits for a period of six (6) months shall not re-occur unless the employee has returned to active employment for at least two (2) years. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the employee must reimburse the Board of Education for the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.

When a certified employee performing teaching services requests leave that is foreseeable based on planned medical treatments and would last longer than 20% of the school term, the District may require the employee to choose either (1) to take leave for a period of particular duration, not to exceed the duration of the planned treatment, or (2) to transfer temporarily to an available alternative position for which the employee is qualified, that has equivalent pay and benefits, and that better accommodates recurring periods of leave than the employee's regular position. If a certified, teaching employee begins a leave less than five (5) weeks before the end of the school term, the Board of Education may require the employee to continue taking leave until the end of the term if the leave is longer than two (2) weeks or the employee would return during the last two week period of the school term. If the employee begins a leave within the last three (3) weeks before the end of the school

term, the Board of Education may require the employee to continue taking leave until the end of the school term.

7.7 Child Rearing Leave

Child rearing leave shall be granted without pay on the basis of individual arrangements made between the Superintendent and the employee with the following considerations:

1. The length of the leave shall not exceed one year. Termination of the leave shall coincide with the beginning of a semester unless the Administration finds it in the district's best interests to allow a different termination date.
2. Except as otherwise provided by Section 7.6 of this Article, the employee shall have the option of continuing insurance coverage by payment of the cost to the Board.
3. In the case of a teacher, if and only if the teacher teaches for one semester of the year in which the leave occurs, he/she shall advance on the salary schedule in accordance with the provisions outlined in §8.1 and §8.13 of this Agreement.
4. At the termination of the leave the employee shall so far as possible be assigned to a position similar to one held before the leave.

7.8 Leave for Adoption of a Child

Adoption leave shall be granted without pay on the basis of individual arrangements between the Superintendent and the employee with the following considerations:

1. The length of the leave shall not exceed one year. Termination of the leave shall coincide with the beginning of a semester unless the Administration finds it in the District's best interests to allow a different termination date.
2. Except as otherwise provided by Section 7.6 of this Article, the employee shall have the option of continuing the employee's insurance coverage by payment of the cost of the Board.
3. In the case of a teacher, if and only if the teacher teaches for one semester of the year in which the leave occurs, the teacher shall advance one step on the salary schedule for the following year.
4. At the termination of leave, the employee shall so far as possible be assigned to a position similar to one held before the leave.

5. Notice shall be given to the Superintendent of an impending leave as soon as possible after the employee is notified that the employee has been accepted as a possible recipient of a child.
6. In the event an employee does not receive sufficient advance notice of the arrival of an adopted child for the leave to coincide with the beginning of a semester, the leave shall commence the day the child arrives and will terminate with the end of the current or next subsequent semester.

7.9 Worker's Compensation

Absence due to injury or illness incurred in the course of the bargaining unit member's employment and qualifying the employee for worker's compensation benefits shall be charged against the bargaining unit member's sick leave for two days at full charge and at 1/3<sup>rd</sup> rate for the remaining time off work. The employee will retain all proceeds from worker's compensation and will be reimbursed the remainder by the District.

7.10 Professional Leave

Each certified employee may request to attend workshops, seminars, training, or courses to improve professional skills, without loss of pay. The District will support one day of professional leave for a staff member to attend a required NBPTS (National Board for Professional Teaching Standards) workshop or course. An Application to Attend a Professional Meeting form must be submitted to the immediate supervisor at least ten days in advance. The Assistant Superintendent for Instruction and Personnel must approve the application before the leave is granted.

## Article VIII

### TEACHER COMPENSATION

#### 8.1 School Year – Salary Schedule

The salary schedule for teachers shall be as set forth in Appendix A, which is attached to and incorporated in this Agreement. The schedule shall be based on 180 work days. Up to 14 hours workshop credit earned in participation in Board authorized courses shall count as credit earned on the salary schedule. At the discretion of the Superintendent, credit on the salary schedule may be granted for coursework taken to meet existing or new certification requirements in cases where the Administration encourages the teacher to take such course work. Except in a case of a serious shortage of qualified teachers in a specific discipline, no new teachers shall be hired at a higher slot than their actual years of teaching or actual number of hours earned. Teachers shall be paid one step for each year of experience recognized on the salary schedule.

#### 8.2 Method of Paying Salary

Teachers shall have the option of receiving their annual wage over either a ten (10) or twelve (12) month period, with no fewer than two checks monthly. Paychecks will consist of an electronic transfer to any banking institution of the teacher's choice.

#### 8.3 Pay Days – School Not in Session

If a regular pay date during the school term falls on a day when school is not in session, funds shall be deposited to the employee's respective bank account. During the summer, funds shall be deposited to the employee's respective bank account.

#### 8.4 Teacher Retirement Tax Shelter

The Board shall in addition to a teacher's salary, which appears as the first entry in each column on the salary schedule, pay to the Teacher Retirement System an additional amount of nine percent (9%) (compounded to approximately 9.8901) of such first entry, resulting in the total compensation which appears as the second entry in each column of the salary schedule. Should the teacher's required contribution to the Teacher Retirement System be increased, the teacher shall be solely responsible for any additional contribution required and the Board shall have no responsibility to pay more than the nine percent (9%) currently required.

Also, the Board will remit to the Teacher Retirement System nine percent (9%) of any compensation earned by the teacher beyond the scheduled salary. Such nine percent (9%) shall be diverted from the teacher's compensation and shall be sheltered for tax purposes.

The Board shall not be held responsible for and does not guarantee the tax consequences of following such procedures. The individual teacher shall hold and

save harmless the Board from any liability incurred as a result of following such procedures.

8.5 Teacher Contribution to Teachers' Retirement Health Plan

The Board shall pay toward the Teachers' Retirement Health Plan on behalf of each teacher an amount equal to .75% of the teacher's salary.

8.6 Commuter Pay

The building construction teacher shall receive commuter pay of \$125.00 per semester.

8.7 Tuition Reimbursement

The rate of compensation to teachers for approved credits earned shall be the lesser of actual cost per semester hour or the cost per semester hour at Illinois State University for a resident taking graduate courses. All hours of credit for advancement on the salary schedule must be part of an approved graduate program from an accredited institution that may lead to an advanced degree. Approval must be granted by the Administration before the course is taken. Approval shall not be unreasonably denied. For all other guidelines for salary schedule credit for coursework, refer to Administrative Procedure 5.115.

8.8 Summer School

The rate of pay for summer school instruction shall be 1/1100<sup>th</sup> of the base salary in effect for the preceding school term for each hour of classroom instruction.

8.9 Mileage Reimbursement

For all approved functions, mileage shall be paid in the amount authorized by the Internal Revenue Service. If during the term of this contract the IRS increases the non-taxable reimbursement for such mileage, then upon notice to the Administration the mileage reimbursement shall be raised immediately to the highest level allowed by the IRS for non-taxable reimbursement.

8.10 Differentials

Differentials shall be compensated pursuant to Appendix B.

8.11 Supervision

Teachers may be required to perform supervisory duty for one event each year as determined by the Administration. Teachers shall not be required to serve as club sponsors nor will club sponsors be paid, except for the Key Club, Best Buddies and GAPP sponsors. If a teacher, however, chooses, on a voluntary basis, to serve as a sponsor of an approved club that does not receive a differential, the teacher shall not be assigned an additional supervisory duty.

8.12 Computer Program Development

When a teacher develops computer programs as a result of his/her duties with the District or utilizing the district's resources or facilities, the teacher shall receive a percentage of the profits derived from marketing or sale of any product that may result after deducting the expense of developing and marketing the product. The teacher's percentage shall be determined through negotiation between the Board and the teacher (with Alliance participation if desired), giving due consideration to the teacher's own time and resources involved. In no event shall the teacher's percentage be less than 10% nor greater than 90%.

8.13 Advancement on Salary Schedule

When a teacher at the highest paying step of any lane earns a lane change all years of credited service to the District shall be recognized for the purposes of step placement. This provision may result in more than one step advancement, but shall not mean that the teacher receives advancement for any year when there was generally no step movement. For the purpose of this article a minimum of ninety (90) days or one full semester (for those teaching less than a full school year) shall constitute a year. Time on sick leave shall count as service to the District. Advancement shall be on the first day of the contractual school year.

8.14 Part Time Teachers

Part time teachers shall be compensated on a pro rata amount of the salary schedule step and lane commensurate with experience and education of the teacher. Fractions of time shall be based upon the number of class periods employed compared to the total daily class schedule.

8.15 Extra Duty Employment

Current employees who are qualified applicants will be given serious consideration, including an interview, for extra duty job vacancies that are listed on Appendix B of this contract. Notice of vacancies in those jobs shall be posted in the District administrative office, principal's office and Holman Center in sufficient time for applications to be submitted by all faculty who wish to be considered.

8.16 Vocational Differentials

A differential of 8 percent of the salary schedule base will be paid to teachers assigned to 50 percent or more of their time as vocational teachers. A differential of 4 percent will be paid those with vocational assignments of least than 50 percent. (Exceptions: 1. Those teachers who were advanced two steps when they were hired. In these cases, an adjustment will be made to equal 8% or 4% respectively. 2. Teachers hired after the 1987-88 school year will receive no vocational differential.

8.17 In-house Substitute Pay

In-house certificated personnel who substitute for the District shall be compensated at the rate of Twenty Dollars (\$20.00) per class period.

8.18 Independent Study

The Board will not require bargaining unit members to provide independent study, but bargaining unit members may volunteer without pay to provide independent study.

Article IX

EDUCATIONAL SUPPORT PERSONNEL COMPENSATION

9.1 Compensation

A. Custodial and Maintenance

The salary schedule for Custodial and Maintenance shall be set forth in Appendix C, which is attached to and incorporated in this Agreement.

Longevity

The following longevity increments are informational only, demonstrating how pay was calculated for qualifying ESP employees as of 6/30/96. There shall be no new longevity increment recognized during the term of this contract.

After 5 years of service	\$ .08 per hour
After 10 years of service	\$ .05 per hour
Each 5 years thereafter	\$ .05 per hour

B. Secretarial, Clerical and Aides

The salary schedule for Secretarial, Clerical and Aides shall be set forth in Appendix D, which is attached to and incorporated in this Agreement.

The normal work year for 9 month ESP employees shall be 1,350 hours, 10 month ESP employees shall be 1500 hours, and for 12 month ESP employees shall be 1,807.5 hours per contract year.

C. Cafeteria

The salary schedule for Cafeteria shall be set forth in Appendix E, which is attached to and incorporated in this Agreement.

D. Other ESP Employees

The salary schedule for Other ESP Employees shall be set forth in Appendix F, which is attached to and incorporated in this Agreement.

E. Salary Schedule Placement

The Board and Administration reserve the discretion to hire new ESP employees at hourly rates up to, but not in excess of, the full scale paid to current ESP employees based on the applicable salary schedule whenever market conditions, or the District's needs make such action necessary or appropriate and the past experience in other employment justify the awarding of additional experience credit. For purposes of seniority, the awarding of additional experience for salary

purposes shall have no effect on an ESP employee's standing on the seniority schedule.

Current ESP employees applying for positions in a category higher than their current category may be placed at a "years of experience" level lower than the actual years of experience with the District if agreed upon between the employer and the Alliance. The adjustment to years of experience applies only to salary and shall have no effect on an ESP employee's seniority status.

9.2 IMRF Shelter and Contributions

According to the authority granted by the Pension Reform act of 1974 – section 414(h)(2) of the Internal Revenue Code and 40 ILCS 5/7-173.2, the Board of Education agrees to pay out of the salary schedule four and one-half (4 1/2) percent of each ESP employee's salary for the Illinois Municipal Retirement Fund (IMRF) on behalf of each ESP employee as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

9.3 Holiday Schedule

A. Custodial, Maintenance Holidays

Paid Holidays. The following shall be paid holidays for all custodial and maintenance employees:

New Year's Day – Legal Holiday  
Martin Luther King's Birthday – Legal Holiday  
President's Day – School Holiday  
Good Friday – Legal Holiday  
Memorial Day – Legal Holiday  
Independence Day – Legal Holiday  
Labor Day – Legal Holiday  
Veteran's Day – School Holiday  
Thanksgiving Day – Legal Holiday  
Friday After Thanksgiving – School Holiday  
Christmas Eve Day – Legal Holiday  
Christmas Day – Legal Holiday  
New Year's Eve Day – Legal Holiday  
Casimir Pulaski Day – Legal Holiday

For the purpose of this provision, eleven (11) days have been listed as "legal" holidays. In any "legal" holiday falls on a Saturday or Sunday, a day preceding or following will be observed. All other holidays have been designated as "school"

holidays and will be a paid holiday only if they fall during the school week and school is not in session.

Custodial and maintenance employees must work their last full scheduled shift before and their first full scheduled shift after a holiday to be paid for the holiday. The failure to work, however, shall be excused if the custodial and maintenance employee is hospitalized or ordered by a medical doctor to remain at home and not to work and provided further that the custodial and maintenance employee furnishes the Administration proof of such condition through a signed statement from a doctor.

Custodial and maintenance employees may elect to take a vacation day on Easter Thursday or Easter Monday in lieu of Dr. Martin Luther King's Birthday, providing that there is a skeleton crew working on such day at their regular rate of pay, consisting of the minimum number of custodial and maintenance employees necessary to accomplish those tasks which cannot be delayed.

**B. Nine and Tenth Month Secretarial/Clerical**

Nine and ten month secretarial/clerical employees shall have no paid holidays, however, they shall not be required to work when school is not in session.

**C. Twelve Month Secretarial/Clerical**

Twelve month secretarial/clerical employees shall not be required to work when school is not in session during the school year and shall have Independence Day as a paid holiday.

**9.4 Vacation**

Nine and ten month ESP employees shall have no paid vacation, however, they shall not be required to work when school is not in session. Vacation for full time 12 month ESP employees shall be granted according to schedules which follow. All vacations must be scheduled through, and approved by, the supervisor. Requests shall be submitted 14 calendar days prior to the vacation period except in the case of an emergency. Vacations are granted at the ESP employee's convenience contingent with the orderly operation of the school. If at any time there occurs a conflict in vacation periods between two or more ESP employees, an administrative decision will be based on the extenuating conditions and with due consideration being given to seniority. Vacations are earned, utilized and computed based upon the District's fiscal year (July 1 – June 30).

**Twelve Month Secretarial/Clerical Employees and Custodial and Maintenance:**

2 <sup>nd</sup> year through 8 <sup>th</sup> year of service	10 days
9 <sup>th</sup> year through 15 <sup>th</sup> year of service	15 days
16 <sup>th</sup> year or more of service	20 days

Custodial and maintenance employees may, at the absolute discretion of the Director of Buildings and Grounds and other twelve month secretarial/clerical employees may, at the absolute discretion of their supervisor, be allowed to carry forward vacation from one year and take it in July of the subsequent year, provided that such ESP employees must make a request to do so prior to May 1<sup>st</sup> for any vacation they seek to take in either of June or July.

9.5 Mileage Reimbursement

For all approved functions, mileage shall be paid in the amount authorized by the Internal Revenue Service. If during the term of this contract the IRS increases the non-taxable reimbursement for such mileage, then upon notice to the Administration the mileage reimbursement shall be raised immediately to the highest level allowed by the IRS for non-taxable reimbursement.

9.6 Personal Vehicle Expense

When approved by the supervisor, an ESP employee shall be reimbursed reasonable and appropriate expenses for gas or wear and tear on a personal vehicle while performing maintenance/grounds work for the district which involves little or no actual travel. This payment is in addition to the mileage rate.

9.7 Paychecks

ESP employees shall continue to receive paychecks on the same pay schedule as currently exists. Custodial and Maintenance employees will be paid bi-weekly for work performed Monday through Sunday with paychecks being issued on Thursday.

9.8 Medical Exams

After initial employment, the Board shall reimburse the ESP employee for any medical examinations, X-rays, tests or inoculations required for continued employment.

9.9 Retirement

Upon death or retirement under IMRF after eight (8) years of service to Pekin Community High School District No. 303, the ESP employee or beneficiary shall receive Three Hundred Dollars (\$300.00) per year of service (pro rata for partial years) to the District.

9.10 Retiree Insurance

Upon retirement ESP employees may continue to participate in the District's group health insurance plan at the ESP employee's expense.

9.11 Service Incentive

The District will pay a service incentive for those ESP employees who reach their 10<sup>th</sup> year of service to the District and beyond as follows:

10 <sup>th</sup> -14 <sup>th</sup> Year of Service	\$200.00
15 <sup>th</sup> -19 <sup>th</sup> Year of Service	\$350.00
20 <sup>th</sup> Year and Beyond	\$500.00

One-half (1/2) of the incentive will be paid in December and the remainder paid in June.

Article X

INSURANCE AND RELATED BENEFITS

10.1 Hospitalization, Major Medical and Dental Insurance

The Board shall make available to each employee hospitalization, major medical and dental insurance. For the term of this Agreement, an employee choosing to participate shall choose one of the following options and contribute as indicated:

Thirty-two Dollars (\$32.00) per month toward individual coverage

One hundred and seventy-two Dollars (\$172.00) per month toward individual plus one dependent coverage

Two hundred twenty-five Dollars (\$225.00) per month toward individual plus dependents coverage.

An insurance review board will meet quarterly to make recommendations with respect to a third party administrator and how to maximize benefits for the premium amounts specified above, and to review disputed insurance claims. The board will consist of at least one representative from the Administration and representatives from the Alliance. Decisions, recommendations and opinions from the board shall be advisory.

It will also be the Insurance Review Board's responsibility to provide staff with a copy of Pekin Community High School's insurance plan and other pertinent information.

The annual deductible under the plan for each participant shall be Five Hundred Dollars (\$500.00).

A prescription drug card for eligible participants requires a \$10 deductible for generic drugs, a \$20 deductible for brand name drugs and a \$35 deductible for non-preferred drugs.

During the term of this Agreement, there shall be no change in the terms, coverages, nor deductibles of the insurance plans, except as the parties may mutually agree. For all other district benefits and requirements, refer to the P.C.H.S Health Care Plan booklet, effective 06/01/2010.

10.2 Flexible Spending Account

The Board shall administer a flexible spending account for employees at no cost to employees. The program shall if law and applicable regulations allow, incorporate the following concepts:

1. All insurance premiums which are deducted from the employee's salary shall be tax sheltered.
2. Employees shall be given the option to tax shelter qualifying out-of-pocket health care expenses.
3. Employees shall be given the option to tax shelter qualifying dependent care expenses.

10.3 Life Insurance

Each employee shall be provided term life insurance in an amount equal to the employee's annual salary, including, in the case of teachers, differentials known to the Administration at the beginning of the school year, rounded to the nearest \$1,000.00 but in no event less than \$15,000.00. Also, employees may purchase additional insurance in an amount approximating one (1) time their annual salaries rounded to the nearest \$1,000.00.

10.4 Accidental Death and Dismemberment

Each employee shall be provided Accidental Death and Dismemberment insurance in an amount equal to 100 percent (100%) of the employee's annual salary, including, in the case of teachers, differentials known to the Administration at the beginning of the school year rounded to the nearest \$1,000.00. The principal sum shall be payable for loss of life due to accident or for loss of sign of both eyes or the loss of both hands or feet. One-half (1/2) of this sum shall be payable for the loss of one foot, one hand, or the sight of one eye.

## Article XI

### GRIEVANCE PROCEDURE

#### 11.1 Definitions

- A. Any claim by an employee or by the Alliance in the case of a class grievance that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.
- B. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

#### 11.2 Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Alliance representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

- A. Within thirty (30) days of the incident prompting the grievance, the employee may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within fifteen (15) days after receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting. At the request of the grievant an Alliance representative shall be present. Within fifteen (15) days of the meeting, the grievant shall then be provided with the supervisor's written response, including the reasons for the decision.
- B. If the grievance is not resolved at step A, then the grievant or the Alliance on the grievant's behalf may refer the grievance to the Superintendent or the Superintendent's official designee within fifteen (15) days after receipt of the step A answer. The Superintendent shall arrange for a meeting to take place within fifteen (15) days of the Superintendent's receipt of the appeal. The grievant shall have the right to present such witnesses as the grievant deems necessary. Within fifteen (15) days of the meeting, the grievant shall be provided with the Superintendent's written response, including the reasons for the decision.
- C. If the Association is not satisfied with the disposition of the grievance at Step B, the Association may submit the grievance to final and binding arbitration within twenty (20) days through a request to the Federal Mediation and

Conciliation Service for a panel of arbitrators. The arbitrator shall be chosen by alternately striking arbitrators from the panel until one remains. The right to strike first shall be determined by coin toss. If a demand for arbitration is not filed within twenty (20) days of the date of the Step B answer then the grievance shall be deemed withdrawn.

11.3 Bypass to Superintendent

If the Alliance and the Superintendent agree, step A of the grievance procedure may be bypassed and the grievance brought directly to step B.

11.4 Bypass to Board

If the Superintendent and the Alliance agree, a grievance may be submitted directly to the Board.

11.5 Class Grievance

Class grievance involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Alliance at step B.

11.6 Alliance Participation – Employee Represented

The Board acknowledges the right of the Alliance's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Alliance's representative is not present.

11.7 Board – Administration Cooperation

The Board and the Administration shall co-operate with the Alliance in its investigation of any grievance.

11.8 No Reprisals Clause

No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in a grievance.

11.9 All time references in these procedures may be extended by mutual agreement of the Board and Association.

11.10 The fees and expenses of the arbitrator shall be shared equally by both parties. Each party shall bear the costs of its representation and witnesses.

11.11 Time spent during employee work hours for grievance meetings with the Administration or for other meetings with the Administration shall be without loss of pay nor deduction from Association leave.

Article XII

EFFECT OF AGREEMENT

12.1 Complete Understanding

The terms and conditions set forth in this Agreement including Memorandums of Understanding represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

12.2 No-Strike Clause

The Alliance agrees that under no circumstances will it authorize, sanction, condone or acquiesce in, nor will any member of the Alliance take part in any strike, withholding of services or work stoppage of any kind or nature for the duration of this Agreement.

The Board shall have the right to discipline any staff member for taking part in any illegal strike.

12.3 Savings Clause

Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, Section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, and clauses shall remain in full force and effect.

12.4 Duration

This Agreement shall be effective from the date of execution and shall continue to be in effect until August 1, 2012.

This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

In witness thereof:

For the Pekin Education Alliance:

For the Board of Education  
School District #303:

\_\_\_\_\_  
Colleen Kahl  
President

\_\_\_\_\_  
Joseph Alesandrini  
President

\_\_\_\_\_  
Barb Polson  
Secretary

\_\_\_\_\_  
Karen Hohimer  
Secretary

2010-2012