

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**PRAIRIE-HILLS SUPPORT PERSONNEL  
ASSOCIATION, IEA/NEA**

**AND**

**BOARD OF EDUCATION**

**OF**

**PRAIRIE-HILLS ELEMENTARY SCHOOL  
DISTRICT NO. 144**

**July 1, 2019 - June 30, 2023**

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**ARTICLE I**  
**RECOGNITION**

**A. Representation**

The Board of Education of Prairie-Hills Elementary School District No. 144, Cook County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Prairie-Hills Support Personnel Association, IEA/NEA, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as "SPA," as the exclusive negotiating agent for all full-time and part-time support personnel employed by Prairie-Hills Elementary School District No. 144, hereinafter referred to as the "District," and all other non-certificated positions created hereafter, excluding the District Superintendent, hereinafter called "Superintendent," Assistant Superintendents, Principals, Assistant Principals, Nurses and any other supervisory, managerial or confidential non-teaching personnel.

**B. Employees**

The term "employees," when used hereinafter in this Agreement, shall refer to all full-time support personnel, defined as those persons working thirty (30) hours per week, and to all part-time support personnel, defined as those persons working a minimum of twenty (20) hours per week.

**C. Temporary Employees**

Temporary employees are those hired for positions which are expected to last for a period of time of less than twelve (12) months or an individual hired to replace an employee on an approved leave of absence. The District shall not hire temporary employees for the purpose of avoiding benefits, wages, or inclusion in the SPA.

**D. Management Rights**

The SPA recognizes that the Board has the full authority and responsibility to direct the District's operations and determine policy except as limited by this Agreement and applicable statutes. The Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the state of Illinois except as provided herein.

**ARTICLE II**  
**SPA RIGHTS**

**A. Board Minutes**

The District will send copies of approved Board minutes to the SPA president. The District will also provide the SPA president with a copy of scheduled Board meeting materials which are distributed to the principals, excluding unapproved Board minutes, confidential student and personnel matters, and other items which are exempt from disclosure under the Freedom of Information Act, or which are related to matters which may appropriately be discussed in executive session under the Open Meetings Act. The District shall forward the SPA president a copy of all notices of regularly scheduled and special Board meetings as soon as they are distributed to the Board members. The District will call the SPA president or his or her designee to inform the SPA of special meetings.

**B. Posting of Notices - SPA**

The SPA shall have the right to post notices of its activities and matters of SPA concern on bulletin boards located in the staff lounge at each location covered by this Agreement.

**C. Use of Mailboxes - SPA**

The SPA may use the District's employee mailboxes for dissemination of information pertaining to the SPA's routine business matters. Such might include local, state and national newsletters and information pieces, notices of meetings, notices of recreational and social activities, surveys, elections and election results, or other routine matters. Distribution of materials other than as described above will first be cleared through the Superintendent or designee consistent with the District's practice concerning use of mailboxes for distribution of material generally.

**D. Access to Public Information**

The District shall grant SPA's requests for public information pursuant to the Freedom of Information Act.

**E. Nondiscrimination - Retaliation**

The Board shall not discriminate against any employee by reason of membership in the SPA, participation in any activities of the SPA or institution of any grievance, complaint or proceeding under this Agreement.

**F. Job Description**

The District will provide each new employee during his/her first week of employment a job description which includes at a minimum, the employee's job title and description, the employee's job requirements and a description of the employee's routine tasks and responsibilities. Prior to the School Year 2014-15, all job descriptions shall be reviewed and updated, through a joint effort with members of SPA and administration, and issued to each existing and new member of the SPA. After the job descriptions have been updated, the SPA will be notified of additions or revisions of job descriptions and such changes may be implemented after bargaining any impact issues with the SPA.

**G. List of Employees**

The Board will provide the SPA with a list of names, dates of hire, and job titles of all employees holding positions certified within the bargaining unit by September 30th of each year. The Board will give the SPA a list of new employees and their work sites by September 15th of each year and will apprise the SPA of any new support personnel employees within 10 working days of approval by the Board.

**H. Use of Facilities**

The SPA may use school facilities for meetings upon approval of the appropriate building principal. Approval shall not be unreasonably withheld.

**I. Use of Equipment**

The SPA may use District equipment at reasonable times when such equipment is not in use. The SPA shall reimburse the District for the cost of supplies used.

**J. Changes in Policy or Procedures**

The Board will give reasonable advance notice to the SPA of any change in existing policy or procedures or of any new policy or procedures which affect wages, hours, terms or conditions of employment.

**K. Flex Scheduling: SPA Meetings**

Evening custodians shall be allowed up to four (4) hours of flex-time scheduling annually, upon prior approval of the employee's supervisor, for the purpose of attending SPA meetings.



**L. Committee Representation**

The SPA will have at least one representative on the District Insurance Committee, as well as on any committee which the District and the SPA agree has relevance to the work of support staff.

**M. Labor Management Committee**

The Superintendent and the SPA will meet at least twice annually for the purpose of discussing matters of mutual concern. The Board will be notified at the time a meeting is scheduled. Additional meetings may be scheduled at the request of either party. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering matters they wish discussed.

**ARTICLE III**  
**EVALUATION**

**A. Evaluation**

Purpose: The primary purpose of employee evaluations shall be to evaluate the employee's performance of his or her job skills during the evaluation period. All evaluations shall be conducted in good faith to this end and in accordance with the provisions of this Agreement.

Each employee shall be formally evaluated in writing by his or her immediate supervisor at least twice in the first year of employment and at least once per year thereafter. All formal written evaluations shall indicate employee strengths and weaknesses. If weaknesses are noted and the evaluator has suggestions for improvement, specific suggestions for improvement shall be provided. Nothing herein shall prevent formal evaluations in addition to the above by other District administrators or informal evaluations as necessary.

**B. Observation**

Each formal evaluation shall be preceded by direct observation of the employee's work or work product by the employee's immediate supervisor.

**C. Conference**

Within five (5) working days of the completion of a formal evaluation, the immediate supervisor shall arrange a conference with the employee within the employee's workday to discuss the evaluation. The employee shall be provided a written copy of the evaluation at the conference.

**D. Comments**

The employee shall have the right to attach written comments to his or her evaluation provided that the employee submits the comments to the District within ten (10) calendar days after receiving his or her evaluation, unless otherwise agreed to by the District. Any formal remediation period resulting from an evaluation shall not commence until the response from the employee has been received and reviewed.

**E. Remediation**

Any non-probationary employee whose job performance is unsatisfactory but remediable shall be given a written warning that specifically identifies the behavior(s) which, if not remedied, may result in termination. A formal re-evaluation of such employee shall be completed within a reasonable period of time after the written

warning and the remediation period may be extended if concerns persist. No non-probationary employee shall be dismissed because of job performance which is unsatisfactory but remediable without being provided a reasonable time for remediation.

**F. Personnel File**

Each employee shall have the right to examine, upon 48 hours' notice and request to the personnel department, the contents of his/her personnel file in accordance with the Illinois Personnel Records Review Act. The request shall be granted within two (2) working days. There shall be only one (1) District personnel file maintained on each employee. An employee may obtain a copy of any item in his/her personnel file upon request. Written rebuttal may be made by an employee to items in his/her file that have been, or may be used for evaluation or discipline. It shall be the responsibility of each employee to review his/her file once a year. A representative of the SPA may accompany the employee in this examination. No material used for evaluation or discipline purposes shall be placed in an employee's file without that person's knowledge. The Board shall consider, upon the request of the employee through the Superintendent, the removal of disciplinary material from the employee's file after a sufficient passage of time following remediation of the offense.

**G. Improvement Conferences**

Personal conferences shall be held with the employee by the appropriate administrator(s) or designee in which the employee's problems and the administrator's suggestions for eliminating the problems are presented in writing and discussed.

## **ARTICLE IV**

### **DISCIPLINE**

#### **A. Complaints Against Employees**

Support employees shall be advised of any complaints coming from parents, students or teachers as soon as practical but no later than five (5) working days after receipt of such complaint, provided that the employee is not on a leave at that time. The employee and his or her immediate supervisor shall cooperate in the resolution of such complaints by scheduling and participating in such meetings as may be requested by the supervisor or the employee.

#### **B. Right to Representation Notice of Charges**

Any employee who is required to appear before the Board or administration in a disciplinary context which may reasonably result in written reprimand, suspension or termination shall be entitled to SPA representation upon request. The employee shall be provided reasonable notice of such meeting.

In advance of any discipline, an employee shall be made aware of any charges which form the basis of the discipline and shall be given an opportunity to respond to the charges. Discipline for minor offenses shall be progressive.

#### **C. Notification and Application of Rules and Regulations**

The Board and administration shall apply rules and regulations consistently and shall notify all employees of appropriate rules and regulations.

#### **D. Probationary Period**

New employees will serve a probationary period of 120 work days which may be extended by the District for an additional 60 work days if the District so notifies the Union in writing before the initial 120 work days has lapsed. If such notice is not given the employee will become a non-probationary employee on her or his 121<sup>st</sup> work day. One hundred eighty (180) work days is the longest possible probationary period.

#### **E. Just Cause Discipline**

No non-probationary employee shall be suspended without pay or terminated for disciplinary reasons without just cause. At the time any such action is taken, written notice of the specific grounds forming the basis for disciplinary action shall be delivered to the employee.

## **F. Termination**

No employee shall be terminated without being provided a due process hearing which shall include right to representation and the right to present and offer a defense. Employees may appeal a notice of suspension without pay before the Board in executive session at a regularly scheduled meeting, unless the parties agree otherwise. Nothing shall preclude the Superintendent from immediately suspending an employee with pay pending the investigation or resolution of the incident.

## **ARTICLE V**

### **STUDENT DISCIPLINE**

#### **A. Supervision of Students**

When an employee is required to assist in supervision of students in his/her assigned work area, the Board or its designated representatives shall take reasonable steps to relieve the employee of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations.

#### **B. Use of Force**

Employees may use such physical force with a student as is necessary to protect the student, themselves, a fellow employee or any other person from attack, physical abuse or injury or to prevent damage to District property.

#### **C. Reports**

Any case of assault, battery, or intimidation of an employee shall be promptly reported in writing to the building administration. The administration shall report the assault to the Board/Designee and will also inform the employee at the time it is being reported. The employee will be told whenever the District has made a report pursuant to 105 ILCS 5/10-21.7 "Attacks on School Personnel."

The central office shall keep accurate and detailed records of each reported and substantiated case of students' assault, battery, serious threat or intimidation of any employee. The Superintendent or designee shall share a statistical summary of such records, exclusive of student identities, at the same time and in the same manner that the summary is shared with the teachers.

Employees may pursue law enforcement or other legal remedies available to him/her as a result of an assault, battery, or intimidation. The Board shall render all reasonable assistance to the employee in handling the incident by law enforcement and judicial authorities.

## ARTICLE VI

### VACANCIES AND TRANSFERS

#### A. Posting of Vacancies

Except during summer vacation, the District shall post notices in the buildings and the District office of all vacancies in positions that have been certified to be included in the bargaining unit and other support personnel vacancies. A "vacancy" shall be defined as a position which the District has determined to fill on a full-time or part-time basis which was created as a result of the 1) resignation, 2) death, 3) retirement, or 4) termination of a current employee holding the position, 5) leave of absence of specified duration with or without pay, or which is a new position created by the employer.

The notice shall specify qualifications, salary range, work site if known, person to whom application should be made, the deadline for application and the start date. A copy of the notice shall be mailed to the SPA president at the time of the announcement of the vacancy. The notice shall be posted on employee bulletin boards for a minimum of ten (10) calendar days before the vacancy is permanently filled. During summer vacation, notices of vacancy shall be posted at the District office and mailed to the SPA president.

During the posting period, SPA employees may apply for the vacancy by submitting a written application as provided for in the notice. Any SPA employee applying for a vacancy shall be interviewed for the position provided that they possess qualifications that the District considers appropriate for the vacancy. Within ten (10) working days after any vacancy has been filled, unsuccessful SPA applicants shall be notified that the vacancy has been filled. Nothing herein shall prevent the District from assigning personnel to fill any vacancy temporarily during the posting.

#### B. Posting of Vacancies for Transfer

All vacancies as defined herein shall be posted internally, prior to recall, for the purpose of voluntary transfers.

#### C. Transfer – Definition

Transfer shall be defined as either a voluntary or involuntary move from one (1) position to another within the SPA, including changes in classification, buildings and shifts, as well as changes of position within the same building with a different job description or supervisor.

**D. Transfer – Voluntary**

Any SPA employee who seeks to transfer from his or her current position into a vacancy may apply for the vacancy pursuant to the procedure established in Article VI, Section A. In the event that SPA employees and other District employees apply for the position, all candidates with what the District considers to be substantially comparable qualifications from within the District will be considered equally by the District. In the event that applicants for any vacancy include only SPA employees and outside applicants, the District will give preference to SPA employees, provided that all other qualifications are substantially comparable in the eyes of the District. In the event that applicants for any vacancy include only SPA employees, the District will consider seniority in determining which applicant will be selected.

**E. Transfer – Involuntary**

When it is necessary to involuntarily transfer or reassign employees within a building or classification, the District shall first seek and consider all employee volunteers. Seniority and qualifications shall be considered in any transfer/assignment. An employee subject to involuntary transfer shall have the opportunity for a formal conference with all the employee's immediate supervisors (pre-transfer supervisor and post-transfer supervisor). Upon request of the employee, the employee shall be entitled to know the reason for the transfer and such alternatives as the employer may have considered in making the transfer. If the employee is dissatisfied with the outcome of the conference with immediate supervisors, the employee may request a meeting with the Superintendent to discuss the transfer. If the employee is dissatisfied with the outcome of this meeting, the employee shall have option of resigning without prejudice.

**F. Notice of Assignment**

Employees who have not received notice of any change in work assignment before July 1 of each year may assume their work assignments and sites will be substantially the same for the following year. Neither the Board nor administration shall arbitrarily or capriciously change any employee's work assignment or site.



## **ARTICLE VII**

### **REDUCTION IN FORCE**

#### **A. Seniority Definition**

A year of seniority within a category of position shall be granted to each employee who works over one thousand (1,000) hours per year; a half (1/2) a year's seniority within a category of position shall be granted to each employee who works seven hundred twenty (720) to one thousand (1,000) hours per year; and a quarter (1/4) year of seniority within a category of position shall be granted to each regularly employed, non-temporary employee who works under seven hundred twenty (720) hours per year. A year, for purposes of this Article shall be July 1 - June 30. Overtime hours shall be computed for seniority purposes at straight time.

#### **B. Seniority - Loss of**

All seniority shall be lost upon resignation, retirement, dismissal for cause or upon layoff when recall rights expire.

#### **C. Seniority - Categories of Positions**

For purposes of determining seniority among the support staff in the bargaining unit, the following categories of positions shall exist within the meaning of School Code Section 10-23.5:

1. Building Food Service Coordinator; Food Service Assistant;
2. Custodian; Maintenance;
3. Instructional Paraprofessional;
4. Media Specialist; Instructional Material Coordinator
5. Health Clerk,
6. Secretary; Clerk; Receptionist.
7. Data Administrator; Network Administrator; Personal Computer Technician;
8. Dean's Assistant; and
9. Porter.

No employee shall assert a right to bump into, be assigned to or be recalled to any position unless the employee is fully qualified and certified to fill the position.

**D. Seniority - Beginning of**

Starting with newly hired employees beginning July 1, 2010, upon satisfactory completion of the employee's probationary period, employees shall be granted seniority. Such seniority shall be measured from the first day of continuous employment, regardless of whether the employee is temporary or permanent.

**E. Seniority Accrual During Paid or Unpaid Absence**

Hours for purposes of seniority computations shall not accrue during any unpaid absence. Hours for purposes of seniority computations shall accrue during any paid absence, including an absence paid by worker compensation.

**F. Seniority List**

The Board shall prepare and maintain seniority lists by classifications and hiring dates of all support employees and shall forward a copy of such lists to the SPA President no later than January 15 each year. The SPA and its members shall inform the Board of alleged errors in said lists by no later than February 1 each year. Corrected lists will be provided to the SPA by February 15.

**G. Seniority List - Placement**

Each employee shall appear on the seniority list for each position to which said employee is currently assigned.

**H. Seniority - Order of**

The seniority list developed pursuant to the above shall list the employee with the greatest seniority in each category of position first, followed by the other employees in each category of position in order of seniority.

**I. Reduction in Force**

In the event of a reduction of staff, work year, wages or work hours, the following procedure shall be utilized.

1. Written notice shall be given to the employee by certified mail at least thirty (30) days before the effective date of the lay off.

2. Employees shall be laid off in reverse seniority order within job classifications. Ties in seniority, as herein defined, shall be broken by lost.
3. While on lay off, the acceptance of a temporary or part-time position shall not affect recall rights.

**J. Seniority Transfer When an Employee Assignment Changes**

If an employee is removed from a particular category of position, the employee shall be removed from the seniority list in said category of position as of date of removal. If an employee is assigned to a new category of position, the employee shall carry all said employee's seniority to such new category of position.

**K. Recall**

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from that category or position, so far as they are qualified to hold such positions on the date of recall. Employees on recall shall have the right of first refusal to vacancies for which they are qualified and certified in other categories. The District will make an effort to return employees to the positions and work sites they held immediately prior to their layoffs.

**L. Recall Notification**

Employees shall be notified by certified mail, at their last known addresses of vacancies for which they are eligible. Employees shall have twenty (20) days from the mailing of the notice to notify the Board of Education of their intentions. The response requirements shall be clearly indicated on the recall notice. Failure to respond within the time limit shall result in termination of all employment rights. All employees must leave a summer address with the Board of Education.

## ARTICLE VIII

### WORKING DAY AND YEAR

For twelve month employees, it is understood that the normal school year is 260 days or 2,080 hours. For those years in which the calendar is 261 days, the twelve month employee shall be paid his or her hourly rate for 261 days or 2,088 hours. For those years in which the calendar is 262 days, the twelve month employee shall be paid his or her hourly rate for 262 days or 2,096 hours.

#### **A. Working Day and Year - Central Office and Technology**

The normal workday is eight and one-half (8 1/2) hours including a one-half (1/2) hour duty-free unpaid lunch period.

The normal workweek is eight (8) paid hours per day for five (5) days.

The work year is a fifty-two (52) week work year.

#### **B. Working Day and Year – Maintenance, Custodian and Porter**

The normal workday is eight and one-half (8 1/2) hours including a one-half (1/2) hour duty-free unpaid lunch period.

The normal workweek is eight (8) paid hours per day for five (5) days.

The work year is a fifty-two (52) week work year.

#### **C. Working Day and Year - Part-Time Custodian**

Hours for part-time custodians shall be determined by the Supervisor of Building and Grounds and approved by the Assistant Superintendent or his designee.

#### **D. Working Day and Year - Building Secretary**

The normal workday is eight and one-half (8 1/2) hours including a one-half (1/2) hour duty-free unpaid lunch period.

The normal workweek is eight (8) paid hours per day for five (5) days.

Secretaries will work eleven (11) days before the first day of student attendance and eleven (11) days after the last day of student attendance in addition to all days during the normal teacher school year. These days will be scheduled during the months of June and August at the discretion of the District based on the school calendar. Generally, the building secretary will report to work eleven days prior to the student school year and work eleven days after the student school year.

By March 1 of each year, the District will inform the secretaries and the SPA of the work schedule for the next year. It includes all student attendance days, parent conference days and full workshop days. During the summer, administration may choose to work a different work week. In the event of an alternate summer schedule, the schedule will be put to a vote to all impacted parties prior to implementation.

In addition to the days identified above, employees will attend and work:

- Designated parent-teacher conferences;
- Meet the Teacher/Staff Nights (Open House);
- Designated weekly staff meetings.

Staff will be notified at the start of the school year of the dates and times of such events, conferences, and meetings which are known at that time. Staff will be given reasonable advanced notice of events, conferences, and meetings which arise and are scheduled throughout the school year.

For purposes of negotiating this Agreement, the hours the parties used in determining the work year for building secretaries was 1,712 hours for full-time employees and 985 hours for part-time employees.

#### **E. Working Day and Year - Media Specialist**

The normal workday is eight and one-half (8 1/2) hours including a one-half (1/2) hour duty-free unpaid lunch period.

The normal workweek is eight (8) paid hours per day for five (5) days.

Generally, the work year begins five (5) working days immediately prior to the first day of pupil attendance. The work year ends on the sixth working day after the last day of pupil attendance. It includes all student attendance days, parent conference days and full workshop days. .

In addition to the days identified above, employees will attend and work:

- Designated parent-teacher conferences;
- Meet the Teacher/Staff Nights (Open House);
- Designated weekly staff meetings.

Staff will be notified at the start of the school year of the dates and times of such events, conferences, and meetings which are known at that time. Staff will be given reasonable advanced notice of events, conferences, and meetings which arise and are scheduled throughout the school year.

For purposes of negotiating this Agreement, the hours the parties used in determining the work year for media specialists was 1,624 hours for full-time employees.

**F. Working Day and Year - Building Food Service Coordinator**

The workday is determined on an individual basis for each building.

The workweek is all student full day attendance days and three (3) hours on partial student attendance days when breakfast is served.

The work year consists of two (2) school student registration days prior to the start of school, if so designated and required by District, three (3) days prior to the first full day of student attendance, a portion of one of which may include a workshop, all full-day student attendance days, three (3) hours on days when only breakfast is served, and the last day of student attendance.

For purposes of negotiating this Agreement, the hours the parties used in determining the work year for food service coordinators was 1,146 hours (contract pay) plus eight (8) hours computer (time card).

The parties agree that this section is subject to the terms of the Memorandum of Agreement between the parties regarding the possible reorganization of the Food Service Department.

**G. Working Day and Year - Food Service Assistant**

The workday is determined on an individual basis for each assistant hostess and each building. Generally, Food Service Assistants work five (5) hour days.

The workweek is all student full day attendance days.

The work year consists of three-(3) days prior to the first full day of student attendance, a portion of one of which may include a workshop, and all full-day student attendance days. The work year does not include days when only breakfast is served.

For purposes of negotiating this Agreement, the hours the parties used in determining the work year for food service assistants was 865 hours for five-hour food service assistants.

The parties agree that this section is subject to the terms of the Memorandum of Agreement between the parties regarding the possible reorganization of the Food Service Department.

## **H. Working Day and Year – Paraprofessional and Health Clerk**

The normal workday is seven (7) hours including a one-half (1/2) hour duty-free unpaid lunch period.

The normal workweek is six and one-half (6 1/2) paid hours per day for five (5) days.

The work year shall consist of all pupil attendance days, full-day workshop days and parent conference days. Health clerks are strongly encouraged to assist the district with collecting and processing student physical information during the summer registration days. .

In addition to the days identified above, employees will attend and work:

- Designated parent-teacher conferences;
- Meet the Teacher/Staff Nights (Open House);
- Designated weekly staff meetings.

Staff will be notified at the start of the school year of the dates and times of such events, conferences, and meetings which are known at that time. Staff will be given reasonable advanced notice of events, conferences, and meetings which arise and are scheduled throughout the school year.

For purposes of negotiating this Agreement, the hours the parties used in determining the work year for instructional aides and necessary noncertified degreed personnel was 1,248 hours.

## **I. Working Day and Year – Deans' Assistants**

The normal workday is eight (8) hours including a one-half (1/2) hour duty-free unpaid lunch period.

The normal workweek is eight (8) paid hours per day for five (5) days.

The work year shall consist of all pupil attendance days, full-day workshop days and parent conference days. Dean's Assistants are strongly encouraged to assist in building security, monitoring the flow of activity and crowd control.

For purposes of negotiating this Agreement, the hours the parties used in determining the work year for instructional aides and necessary noncertified degreed personnel was 1,440 hours.

**J. Breaks**

Any employee who works six (6) or more hours in a workday shall be entitled to two (2) fifteen (15) minute paid breaks (within the regular workday) per workday. Any employee who works at least four (4) hours but less than six (6) hours in a workday shall be entitled to one (1) fifteen (15) minute paid break (within the regular workday) per workday.

**K. Request for Additional Hours**

The Board recognizes that workloads have increased due to the attempts by the District to improve its overall program. To this end, opportunities for additional work during the winter, spring, and summer recesses may be offered by the District on a building-by-building basis. Any employee who is interested in such work shall indicate his or her interest to the building administrator, who shall secure approval from the Board. Where one or more employees express interest in the same work, the District will award the work to the employee that it feels best qualified to perform the work. In making this evaluation, the District will consider seniority. Acceptance of any additional work during the winter, spring, and summer recesses is voluntary.

**L. Annual Statement**

Prior to the commencement of each school year, employees will be provided with a statement of their hourly rate, step placement, longevity (if applicable), accumulated leave days, and vacation time.



## ARTICLE IX

### GRIEVANCE PROCEDURES

#### A. Grievance Definition

A grievance shall be defined as a complaint by a bargaining unit member or the SPA on behalf of a bargaining unit member(s) that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

#### B. Right to Grieve

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation of the SPA. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it resolved without intervention or representation by the SPA.

#### C. No Reprisals - Grievance

An employee who participates in the grievance procedure shall not be subjected to discipline or reprisal because of such participation.

#### D. Right to Appeal

The failure of an employee or the SPA to act on any grievance within the prescribed time limits shall act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

#### E. Right to Representation

Any employee has a right to be represented by the SPA in the grievance procedure. The employee shall be present at any grievance discussion when the administration, SPA or Board deems it necessary. Illness or other incapacity of the employee shall be grounds for an extension of grievance procedure time limits.

#### F. Hearing Dates and Times

Hearings and conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons to attend, including witnesses entitled to be present. Such hearings and conferences, insofar as possible, shall be held after regular school hours or during workdays of the employee(s) involved. When such hearings and conferences are held at the option

of the administration during school days, all employees whose presence is required shall be excused with pay in order to attend.

**G. Step One**

An attempt shall be made to resolve any concern in informal, verbal discussion between the employee and his/her immediate supervisor.

**H. Step Two**

If a concern cannot be resolved informally, the employee shall file a grievance in writing, and at a mutually agreeable time within five (5) working days, discuss the matter with the immediate supervisor. The written grievance shall state the nature of the grievance, note the specific clause or clauses of the Agreement allegedly violated and state the remedy requested. The filing of the grievance at the second step must be within twenty-five (25) working days from the date of the occurrence of the event giving rise to the grievance. The Principal or other administrator, who has authority to make a decision on the grievance, shall make such decision and communicate it in writing to the employee and the Superintendent within ten (10) working days of the second step conference.

**I. Step Three**

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within seven (7) working days of the administrator's written decision or answer at the second step, a copy of the grievance with the Superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved, a representative of the aggrieved as desired, the Principal and the Superintendent or designee shall meet to resolve the grievance. The Superintendent, or designee, shall file an answer within ten (10) working days of the third step grievance meeting and communicate it in writing to the employee, the Principal/administrator and the SPA.

**J. Step Four**

If the grievance is not resolved at the third step, the SPA may submit the grievance to final and binding arbitration within thirty (30) working days of receipt of the third step response in accordance with the American Arbitration Association Voluntary Labor Arbitration Rules.

**K. Power of Arbitrator**

The arbitrator shall have no power to alter or amend the express terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

**L. Withdrawal**

A grievance may be withdrawn at any level without establishing a precedent.

**M. Grievance Filed or Advanced**

A grievance may be filed at any step or advanced to any step upon mutual agreement of the parties.

**N. Expenses**

The expenses of an arbitrator and/or a court reporter shall be divided equally between the parties.

**O. Time Bar**

No grievance shall be filed more than twenty-five (25) days after the event giving rise to the grievance or the grievant's first knowledge of the event, whichever is later.

**P. Right to Representation - Grievance**

In any instance where the SPA is not represented in the grievance procedure after Step One, the SPA shall be notified of and given the opportunity to be present for the final disposition of the grievance. No final disposition of any grievance shall be in conflict with this Agreement.

## ARTICLE X

### LEAVES

#### A. Sick Leave - Definition

Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family shall mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. At the discretion of the Superintendent or designee, sick leave may be granted on a case-by-case basis for the serious illness of other individuals not specifically mentioned in this section.

Employees who are unable to report for work shall report their absence and their anticipated date of return to their supervisor in accordance with published District procedure, except for good cause shown. In cases of suspected abuse of sick leave, the District may require a detailed explanation from the employee, and/or evidence supporting the use of sick leave. In cases of absences of five (5) or more consecutive workdays due to illness or injury, the District may require a physician's statement certifying that the employee's condition prevented him or her from appearing for work, and that the employee is fit to return to full duty.

#### B. Sick Leave - Full-Time Employees

Each full-time employee shall receive ten (10) sick leave days or one (1) sick leave day for each month of employment in each work year, whichever is greater, except that full-time building secretaries and media specialists shall receive eleven (11) sick leave days per year. Unused sick leave shall accumulate without limit. Three (3) days of paid sick leave per year may be used at the employee's discretion for personal reasons upon three (3) days' notice to the Building Principal/ administrator.

#### C. Sick Leave - Part-Time Employees

Ten (10) days of paid sick leave shall be given to all part-time support employees eligible to participate in the Illinois Municipal Retirement Fund (IMRF) under the "Six Hundred (600) Hour Standard." Sick leave shall accumulate without limit. Two (2) days of paid sick leave per year may be used at the part-time employee's discretion for personal reasons upon three (3) days' notice to the Building Principal/administrator.

#### D. Sick Leave - Deductions

Employees arriving late for work because of illness or becoming ill and leaving work shall be charged sick leave in half (1/2) day increments.

**E. Jury Duty**

The employee shall suffer no loss of pay for performing jury duty provided the employee submits evidence of such jury duty, such as jury duty wage payments stubs to the District within five (5) workdays.

**F. Funeral Leave**

Each employee shall be provided up to three (3) days (per occurrence) leave for a death in the immediate family upon approval of the Superintendent. Immediate family shall be defined as parent, spouse, brother, sister, child, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law and/or legal guardian. Upon request to the Superintendent or designee, additional days may be granted on a case-by-case on such terms as may be agreed to by the employee and the Superintendent. At the discretion of the Superintendent or designee, funeral leave may be granted on a case-by-case basis for the death of other individuals not specifically mentioned in this section. An employee may be required to provide the District with proof of the death.

**G. Emergency Leave**

Upon written application to the Superintendent by the support staff member, or upon return to work from an emergency absence if prior application is not possible, a support staff member may request paid emergency leave. The Superintendent will consider applications for emergency leave on a case-by-case basis. The Superintendent/designee may grant paid emergency leave for the amount of time, or a portion of the amount of time, requested by the support staff member as an advance or debit against sick leave.

**H. Leaves of Absence without Pay**

Leaves of absence may be granted without pay to employees who desire to return to employment in a similar capacity at a time mutually agreed upon.

Each leave of absence shall be of the shortest possible duration to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) year may be granted according to the following conditions:

1. Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board;
2. Dates of departure and return must be mutually acceptable to the employee and administration and determined prior to any final action on the request;

3. Leaves may be granted for:
  - a. military service;
  - b. childcare;
  - c. medical; or
  - d. other reasons acceptable to the Board;
4. Employees on such leave may continue insurance benefits if they reimburse pro rata costs of benefits for which they apply, provided the carrier permits same (except as otherwise required by the Family and Medical Leave Act);
5. Employees will not advance on the salary schedule while on the approved leave of without pay unless working more than half the number of days in the employee's work year during the school year in which the leave was taken; and
6. The Board may waive the above restrictions at its discretion.

**I. School Closing - Leave Days**

When a school and/or offices is officially closed by the Superintendent or designee, leave days previously arranged by an employee for the affected school and/or office shall not be deducted for such emergency days.

**J. SPA Leave**

The SPA shall be provided eight (8) days District-wide (i.e., 1 employee, 8 days; 2 employees, 4 days each) to conduct SPA business. SPA leave shall require five (5) days' advance request to the building administrator who shall have authority to approve or deny the request. Approval shall not be unreasonably withheld.

**K. Family and Medical Leave**

For purposes of this section, a "rolling" 12-month period measured backward from the date an employee uses FMLA leave shall be used to determine eligibility. Requests for unpaid leave under the Family and Medical Leave Act shall be designated as such by the member in his/her request for leave. The Board shall address such requests within the boundaries provided in the Family and Medical Leave Act. Accrued personal and sick leave days must be substituted to the extent they are available during leave granted under this section, including leaves for the purpose of child care, adoption or foster care or for a serious health condition of the employee or the employee's child, spouse, or parent. The maximum amount of FMLA leave, paid and unpaid combined, in any rolling 12-month year shall be twelve (12) weeks.

## **L. Temporary Disability Leave**

Employees who have exhausted their paid sick leave and Family and Medical Leave, if eligible, due to extended absence resulting from a disabling illness or injury shall be granted an unpaid leave under Section H above under the following circumstances:

1. The request for such unpaid leave is for the same medical condition which caused the absence in the first instance, which medical condition shall be certified by the employee's physician.
2. There has been no determination that the employee's disabling condition is permanent, and
3. The total length of the disability leave (paid and unpaid combined) shall not exceed nine (9) calendar months or the length of the employee's accumulated sick leave, whichever is longer, provided the Board in its discretion, and upon the employee's request, may extend such leave to the end of the semester in which such nine (9) month period terminates.

Employees who meet the above conditions shall receive unpaid leave in accordance with paragraph H above. The district retains the right to obtain a medical assessment of the employee's condition during such leave.

## **M. Emergency Closings**

Twelve-month employees shall report to work on days when classes are canceled and they are not notified to remain at home. All other employees shall not report to work on days when classes are canceled, unless they have been notified to report by the building principal or district office administrator.

Twelve-month employees shall not lose pay in the event that a building is closed due to an emergency, inclement weather, act of God, or any other reason and the employees assigned to that building are notified that they do not have to report to work that day. If an employee who works less than twelve months is required to report to work on a day that the building is closed, he or she will receive either an extra day's pay or an extra day off at the discretion of the Superintendent or designee.

## **N. Sick Leave - Day Donations**

In cases of prolonged or exceptional cases of absence due to catastrophic illness, the Board, at its discretion, may allow the voluntary donation of a maximum of two accumulated sick leave days by each unit employee to be credited to the absent employee up to a maximum of sixty (60) total days. To qualify for such donation, the absent employee must first exhaust all sick leave and vacation days.

This benefit may not be used in conjunction with any other leave, such as family and medical leave, disability leave, etc. SPA will first report the request for additional sick leave time to the Superintendent and will coordinate the request for donations. Donations made pursuant to this section shall not be counted as a day of non-attendance against the donor.

**O. Absence Notification - Evening Custodians**

Evening custodians are encouraged to notify the appropriate supervisor of the need for absence as such need has been ascertained.



## ARTICLE XI

### BENEFITS

#### A. Holidays - Definition

Paid holidays are those days when employees are not required to work but for which they are paid regular rate of pay. Any holiday in the following list that falls on a weekend shall be observed as determined by the Superintendent.

#### B. Holidays - Central Office, Custodians/Maintenance

New Year's Day and the day before or after New Year's Day  
Dr. Martin Luther King's birthday  
President's Day  
Casimir Pulaski's birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day and the day after Thanksgiving Day  
Winter Break (2 Days) Spring Day (generally falls on the Friday before the students' Spring Break)

#### C. Holidays - Building Secretaries, Media Specialists, Building Food Service Coordinators, and Paraprofessionals

New Year's Day  
Dr. Martin Luther King's Birthday  
President's Day  
Casimir Pulaski's Birthday  
Memorial Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day and the day after Thanksgiving Day  
Winter Break (2 Days)  
Spring Day (generally falls on the Friday before the students' Spring Break)

#### D. Vacation

Paid vacations are granted to central office, custodial and maintenance employees for each fiscal year on the basis of:

10 workdays for persons employed from 0 through 7 years

15 workdays for persons employed from 8 through 14 years

20 workdays for persons employed more than 15 years

Eligibility for fifteen (15) or twenty (20) days of vacation will be based on the employee having completed seven (7) or fourteen (14) full years of employment before June 30 of the prior fiscal year in a position or combination of positions for which paid vacations are granted.

A new employee, who is employed during the fiscal year, will receive a prorated number of vacation days during his/her first vacation year based on the portion of the fiscal year to be worked. New employees will earn vacation at the rate of one (1) day per month, up to ten (10) days in their first year of employment.

Terminated employees' vacation days will be prorated on the basis of the portion of the fiscal year the employee was employed. Such employees will be paid for unused vacation days based on the current salary rate.

Vacation days are not cumulative from one year to the next. All vacation days for the current fiscal year must be taken prior to June 30.

Dates when vacation may be scheduled shall be mutually agreed upon by the employee and the District.

## **E. Health Insurance**

1. **EMPLOYEE COVERAGE** – The Board will offer members a choice of health insurance plans. Members may choose coverage under either a PPO, HMO or Blue Advantage HMO. The Board agrees not to unilaterally reduce benefit levels. Employees will contribute the following amounts toward the premiums for single coverage each year:
  - 19.5% for PPO coverage
  - 22.5% for HMO coverage
  - 23.6% for Blue Advantage coverage
  
2. **DEPENDENT COVERAGE** – Members may extend their health insurance option of a PPO or an HMO to cover dependents. Members may not choose a health insurance option for dependent coverage different from their own health insurance. Employees will contribute the following amounts toward the premiums for dependent coverage each year:

- 48.2% for PPO coverage
- 26.2% for HMO coverage
- 27.8% for Blue Advantage coverage

Employee contributions for insurance coverage will be made through regular payroll deductions.

In unusual circumstances in which the employee demonstrates the loss of public benefits due to the changes associated with salary and health costs, the District will assist the individual employee to adjust the gross income and health costs to the individual employee's benefit.

#### **F. Life Insurance**

Effective August 1, 2014 the District at its expense shall provide a \$35,000 yearly term life insurance policy for all employees covered by this Agreement.

#### **G. Optical Insurance**

The Board will provide optical insurance and will pay the cost of the single premium.

#### **H. Continuation of Benefits**

The benefits of a twelve (12) month employee who retires or resigns shall continue through the last day of the month in which the retirement or resignation becomes effective or through the last day of the month in which all accrued vacation or salary has been paid, whichever is later.

The Board shall continue to pay for the health insurance benefits of employees laid off at the end of the school year until June 30<sup>th</sup> of that year.

#### **I. Professional Growth**

Employees may request release time to attend conferences, workshops, and training seminars that are beneficial to the District. Such requests shall be made through the principal to the Assistant Superintendent for Personnel. In determining whether or not such request shall be granted, the assistant superintendent will consider whether the requested event is related to the employee's job responsibilities, whether it would be beneficial to the District, whether money is budgeted to cover the costs for registration fees and materials and any other costs attributable to the employee's absence (i.e., for substitutes), the employee's rationale for desiring to attend the event and the disruption to the District that could result from the employee's release. The District will reimburse the cost of registration fees and necessary materials where applicable.

**J. Tax Sheltered Annuities and 403(b) Savings Plan**

Employees may elect to defer a portion of their income to a tax sheltered annuity or other 403(b) savings option, as provided by the Internal Revenue Code. Employees who wish to make such election, must follow the District's procedures for electing this option and for selecting the company to provide the annuity or 403(b) savings option. A list of approved companies will be made available.

## ARTICLE XII

### RETIREMENT

#### A. Employee Retirement Notification

To qualify for local retirement benefits the retiring employee shall:

1. Notify the Superintendent, in writing at the earliest date feasible, but not later than 90 days prior to the date of anticipated retirement, of his/her intent to retire from the District; and
2. Complete "Application for Retirement Annuity" (Illinois Municipal Retirement Fund) which shall be provided to the employee by the District office.
3. Have completed no less than twenty (20) consecutive years of service at the time of retirement.

Thereafter, the employee shall receive verification of number of years of service in Prairie-Hills Elementary School District from the District office. The completed form "Application for Retirement Annuity" shall be submitted by the School District to the Illinois Municipal Retirement Fund.

#### B. Local Retirement Benefit

Employees who have served at least twenty (20) consecutive years of service in the District as verified by the seniority list and who retire from the District shall receive a one (1) time lump sum local retirement benefit payment of Two Hundred Fifty and 00/100 Dollars (\$250.00) per year for each year of service in the District. The lump sum will be paid between thirty (30) and sixty (60) days after the employee's last day of work or last paycheck, whichever is later.

#### C. Notice of Resignation

Employees must give two (2) weeks notice of their intention to resign.

## ARTICLE XIII

### PAYROLL PROCEDURES

#### **A. Pay Dates**

Regular pay dates for all employee shall be the fifteenth (15th) day and the last day of each calendar month.

#### **B. Alternate Pay Dates**

Paychecks shall be distributed on the preceding Friday when the regular pay date falls on a weekend, or the day prior to a holiday when the pay date falls on a holiday.

#### **C. Pay Periods**

Effective July 1, 1995, employees shall be paid the wage due them in substantially equal semi-monthly installments, overtime and salary deductions excluded, during the employee's work year. Employees who work less than twelve (12) months shall also have the option of 24 pays. Employees will be given the option at the beginning of the school year or at the beginning of their employment and will not be able to change their choice for that school year.

#### **D. Payroll Deductions**

From each employee's gross pay there shall be deducted:

1. Income taxes as authorized by each employee on the "W-4" form;
2. NEA, IEA and SPA dues, if authorized by the employee;
3. Employee's voluntary contributions to tax-sheltered annuities, if authorized by the employee;
4. Credit union deductions authorized by the employee; and
5. The employee's contribution to the Illinois Municipal Retirement Fund, which shall be transmitted by the District directly to IMRF.

#### **E. Placement on Schedule**

A new employee may be granted up to 5 years of experience and placed up to Step 6 of the Salary Schedule attached to be incorporated in and hereby made a part of this Agreement for comparable work experience as determined by the

construed to include employees who have been reassigned, transferred or reclassified.

**F. Step Advancement**

Any step advancement, if there is step advancement, shall occur on July 1, except that probationary status employees shall not be advanced to the next higher salary schedule step before July 1 following the year of hiring.

**G. Longevity Bonus**

At the start of a full-time Employee's fifth year of continuous full-time employment, the employee shall receive a one-time, non-recurring payment of \$200. At the start of each of the following years of continuous full-time employment, an Employee shall receive the following one-time, non-recurring payments:

<u>Start of</u>	<u>Amount</u>
10 <sup>th</sup> Year	\$500
15 <sup>th</sup> Year	\$750
20 <sup>th</sup> Year	\$1,000
25 <sup>th</sup> Year	\$1,250
30 <sup>th</sup> Year	\$1,500
35 <sup>th</sup> Year	\$2,000

**H. Workers' Compensation**

An employee injured on the job must immediately report the injury to his/her immediate supervisor.

Disabled employees may collect wages from the School District in one (1) of the following ways when and only if they have sick leave available during the period of disability. Disabled employees who do not have any available sick leave will receive no compensation from the School District.

1. Employees who are disabled less than four (4) working days will receive full pay from the School District and be charged for the number of sick leave days equivalent to the number of days the employee was disabled. If an employee sustains an injury while restraining a student, while attempting to restore order to fighting students, or if battered by a student, the Superintendent will determine whether any sick leave deduction should be made under the circumstances.

Note: Workers' Compensation does not pay any salary benefits for absences of less than four (4) working days.

2. Employees who are disabled at least four (4) working days but less than fourteen (14) calendar days will receive from the School District:
  - a. Full pay for the first three (3) disability days and be charged for three (3) sick leave days, provided the employee has sufficient accumulated sick leave days; and
  - b. One-third (1/3) of their daily salary from the School District for any working days missed between the third working day and the fourteenth calendar day.

Sick leave will be charged as per the following schedule:

<u>Disability Day Number</u>	<u>Days Sick Leave Charged</u>
4	0
5	0
6	1
7	0
8	0
9	1
10	0
11	0
12	1
13	0

Note: Workers' Compensation benefits include two-thirds (2/3) of an employee's daily salary for any disability days missed between the third working day and the fourteenth calendar day.

3. Employees who are disabled for more than thirteen (13) calendar days will receive one-third (1/3) of their daily salary from the School District for any working days missed from the first day of disability until the employee is no longer disabled or the employee runs out of sick leave. Sick leave will be charged as per the following schedule:



<u>Disability Day Number</u>	<u>Days Sick Leave Charged</u>
1	0
2	0
3	1
4	0
5	0
6	1
7	0
8	0
9	1
10	0
11	0
12	1
13	0
14	0
15	1

This progression of disability days and sick leave days charged continues until the employee has exhausted all sick leave or is no longer disabled.

Note: Workers' Compensation benefits include two-thirds (2/3) of an employee's daily salary for the period of disability.

The Illinois Municipal Retirement Fund grants service credit for up to six (6) full calendar months after the month during which the employee last worked. After this time, no earnings are reported to IMRF, so no credit is granted. During those six (6) months, the amount which is reported to IMRF is the actual amount paid to the employee by the School District. If IMRF should recognize more than six (6) months of service credit, the District shall allow such service credit as IMRF shall recognize.

**I. Tax Sheltered Annuity**

The Board shall make such deductions for tax-sheltered annuity programs as may be authorized in writing by employees. Each employee shall designate the annuity from which withholdings will be made for such employee. The employee shall minimize changes to the annuity. Annuity payments will commence within a month following the submission of the appropriate paperwork and continue until such time as the employee provides a written request to change the annuity.

**J. Overtime**

Overtime work for an employee may be authorized by the Superintendent or the Assistant Superintendent for Business. If an immediate supervisor requests overtime without authorization, the employee will not be penalized. Immediate supervisors may only authorize overtime in the absence or unavailability of the

Superintendent or Assistant Superintendent for Business and must send immediate notice of authorized overtime to both the Superintendent and the Assistant Superintendent for Business.

The parties to this Agreement recognize that preparation for the opening and closing of school often requires additional work that reasonably may not be completed within employees' regularly assigned work hours. The Superintendent will authorize overtime work required for the timely completion of necessary secretarial, food service, custodial and maintenance work during these times for willing employees. It is further understood that the requirement for employees to attend meetings outside of their regularly scheduled work day will be compensated at their appropriate rate, unless adjustments in work time have been made.

When appropriate, the District will make reasonable efforts to rotate overtime assignments within specific positions and shifts for a particular building. In certain circumstances overtime assignments may result in uneven distribution from time to time; however, the District will attempt to rotate such overtime assignments evenly as much as possible.

Overtime shall be defined as hours in a work week (hours worked) in excess of forty (40). Overtime shall be paid at one and one-half (1 1/2) times the regular rate of pay. For example:

1. Employee works eight (8) hours each day during a five (5) day work week and a paid holiday falls on Saturday that week, and employee does not work on the Saturday holiday: Employee receives forty-eight (48) hours of straight time pay for that week, Monday through Sunday.
2. Employee works eight (8) hours each day during a five (5) day work week and a paid holiday falls on Saturday that week, and employee works eight (8) hours on the Saturday holiday: Employee receives forty-eight (48) hours of straight time pay and eight (8) hours of overtime pay at one and one-half (1 1/2) times the regular pay rate for that week, Monday through Sunday.
3. Employee works eight (8) hours each day during a four (4) day work week. A paid holiday falls on a weekday during the week and the employee does not work on the paid holiday: Employee receives forty (40) hours of straight time pay for that week, Monday through Sunday.
4. Employee works eight (8) hours each day during a four (4) day work week. A paid holiday falls on a weekday during the week and the employee also works eight (8) hours on the paid holiday: Employee receives forty-eight (48) hours of straight time pay for that week, Monday through Sunday.

Employees who work emergency call-in shall be paid a minimum of two (2) hours or time actually worked at the appropriate overtime rate. When emergency call-in is contiguous to the employee's regular work shift, no reduction of hours in that shift shall occur unless agreed to by the employee.

Terminating employees vacation days will be prorated on the basis of the portion of the fiscal year the employee was employed. Such employees will be paid for unused vacation days based on the current salary rate.

Vacation days are not cumulative from one year to the next. All vacation days for the current fiscal year must be taken prior to June 30.

Dates when vacation may be scheduled shall be mutually agreed upon by the employee and the District.

**K. Uniforms**

The Board shall pay the actual vouchered cost, not to exceed \$250 for the purchase or rental of a required uniform for maintenance and custodial personnel.

**L. Food Service License**

The Board will designate locations in the South Suburban area to obtain or renew the required sanitation license. The Board shall pay on behalf of the employee the cost of the required sanitation license, except that the employee will be responsible for any cancellation fees.

**M. Substitution**

If an employee who possesses a valid Illinois substitute or teaching certificate substitutes, the employee shall be paid his or her regular rate of pay or the substitute rate of pay then in effect, whichever is greater.

**N. Salary Placement: Transfers**

Employees who are transferred to a classification with a different rate of pay shall receive the same step placement held before the transfer at the different rate of pay.

**O. Substitute Caller Stipend**

An annual stipend of \$1,500 will be paid to the individual responsible for the coordination of substitute employees. This stipend will be paid quarterly.

## ARTICLE XIV

### STANDARD OF DRESS

#### A. General Standard of Dress

The purpose and intent of a standard of dress for the staff of Prairie-Hills School District 144 is to assure the projection of a professional image to students and the community at large. The support staff will not wear the following prohibited items of dress:

##### **Prohibited Clothing Items:**

Cut off, torn or frayed fabrics

Inappropriate logs, patches, with sayings that refer to or infer sex, alcohol, and drugs worn across the bust/chest, derriere, or on the back of the shirt

Pants with any wording across the derriere

Spandex or body clinging fabrics including leggings not worn with fingertip length covering

Biker pants, pajama pants

Midriff tops, sleeveless t-shirts, spaghetti straps or low cut/plunging tops revealing cleavage

Rubber flip-flop shoes

Doo rags on the head

Clothing that reveals undergarments

#### B. Food Service Staff

1. Employees must wear closed-toed, flat or low-heel shoes, to be purchased by the employee.
2. The District will provide food service employees with five (5) polo or tee shirts annually.
3. The District will provide food service employees with smocks to be kept at the work site which will be laundered and maintained by the District.

## **ARTICLE XV**

### **EFFECT OF AGREEMENT**

#### **A. Complete Understanding**

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto and that the terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written amendment executed and ratified by both parties to this Agreement.

#### **B. Savings Clause**

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, or by the Illinois Educational Labor Relations Board or future legislative action, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it is ruled in violation of law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the legally defective article, section or clause.

## ARTICLE XVI

### NEGOTIATION PROCEDURES

#### A. Good Faith

"Good Faith" is defined as the mutual responsibility of the Board and SPA to deal with each other openly and fairly and to endeavor sincerely to reach agreement on those items being negotiated.

#### B. Authority to Bargain

It is the mutual responsibility of the Board and the SPA to confer upon their respective negotiating teams the necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations and to reach tentative agreements which shall then be presented to the Board and the SPA, respectively, for ratification.

#### C. Beginning of Negotiations

Negotiations shall begin no later than March 1 of the last year of the Agreement. The parties agree to meet at reasonable times and places beginning with that date and continue such formal negotiations until such time that an agreement has been reached. The Agreement, with such amendments as have been tentatively agreed upon, shall be submitted within ten (10) working days to the membership of the SPA and the Board of Education for formal action. Ratification by both parties shall require a simple majority of votes cast.

#### D. Mediation

If the Agreement is not ratified by June 1, the parties agree to jointly request the services of the Federal Mediation and Conciliation Service (FMCS) to provide a mediator as a means of attempting resolution of the items or items not as yet agreed upon.

#### E. Time Line Change

Time lines for the beginning of bargaining, mediation and ratification may be altered only by the express written agreement of both parties.

#### F. No Strike

During the term of this Agreement, neither the SPA nor any employee will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the normal operations of the District.

**G. Duration**

This Agreement shall be effective beginning July 1, 2019 and shall continue in full force and effect until June 30, 2023.


This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**In Witness Whereof:**

For the Prairie-Hills Support  
Personnel Association, IEA/NEA

For the Board of Education  
Prairie-Hills Elementary School  
District No. 144, Cook County, Illinois

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Secretary

**MEMORANDUM OF AGREEMENT  
BETWEEN PRAIRIE-HILLS SUPPORT ASSOCIATION, IEA/NEA (SPA),  
PRAIRIE-HILLS DISTRICT NO. 144 EDUCATION ASSOCIATION, IEA/NEA (TEACHERS),  
AND THE BOARD OF EDUCATION OF PRAIRIE-HILLS ELEMENTARY  
SCHOOL DISTRICT NO. 144 REGARDING FILLING  
EXTRA DUTY AND EXTRA-CURRICULAR POSITIONS**

The Prairie-Hills Support Personnel Association (SPA) and Prairie-Hills District No. 144 Education Association, IEA/NEA have collective bargaining agreements with the Board of Education of Prairie-Hills Elementary School District No. 144. To help clarify the processes for appointing individuals to extra duty and extra-curricular positions the parties agree as follows:

1. The District will keep open extra-curricular and extra duty positions for a period of ten (10) calendar days to allow licensed employees (teachers) to express their interests in and apply for such positions. The District may, in its discretion, appoint a certificated employee (teacher) to the position within that ten (10) day time period.

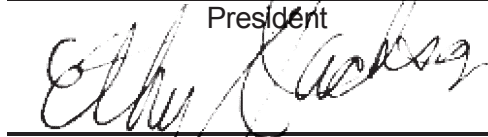
2. After ten (10) days, the District may, in its discretion, open the position to other individuals, including SPA employees.

The parties recognize that many considerations may be relevant to filling such positions, and that the decision by the District in making such appointments will be final.

For the Prairie-Hills Support  
Personnel Association, IEA/NEA

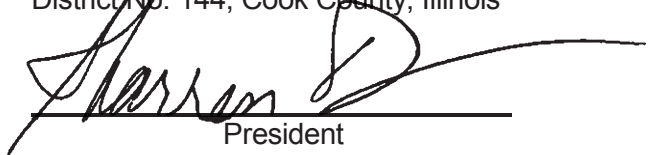


President



Secretary

For the Board of Education  
Prairie-Hills Elementary School  
District No. 144, Cook County, Illinois



President



Secretary

For the Prairie-Hills District No. 144  
Education Association, IEA/NEA



President



Secretary





**MEMORANDUM OF AGREEMENT  
BETWEEN PRAIRIE-HILLS SUPPORT ASSOCIATION, IEA/NEA (SPA),  
AND THE BOARD OF EDUCATION OF PRAIRIE-HILLS ELEMENTARY  
SCHOOL DISTRICT NO. 144 REGARDING  
FOOD SERVICE DEPARTMENT REORGANIZATION**

The Board of Education is currently studying possibly reorganizing the Food Service Department in order to improve the quality of food, service, and efficiency. This study is expected to be completed during the life of this Collective Bargaining Agreement. The parties anticipate that this study will result in recommendations to be made regarding the reorganization of the Food Service Department to be effective in the 2020-2021 or 2021-2022 school years and could affect two job classifications within the SPA bargaining unit - Food Service Coordinator and Food Service Assistant. In anticipation of this reorganization, the parties agree as follows:

1. The Board will seek input and feedback from the union regarding any recommendations for reorganizing the Food Service Department which would affect the terms and conditions of employment for SPA employees. The parties, however, recognize and agree that the Board retains the discretion and authority to reorganize the department.

2. If the Board undertakes reorganization of the Department, it will so notify the union and bargain the impact of any changes affecting the terms and conditions of SPA employees, including, but not limited to:

- A. The availability of (and assumption of the cost of) any retraining needed for Food Service Assistants to become qualified and be legally certified to become Food Service Coordinators (or other positions within the bargaining unit) under state or local laws;
- B. The time period within which affected employees are to obtain any requisite training and legal certifications to hold bargaining unit positions after the reorganization occurs;
- C. The daily work hours for bargaining unit employees after the reorganization. The parties specifically agree that Article VIII.F and VIII.G will become open after the Board determines that the department will be reorganized and that the parties will need to meet to negotiate the working day and working year for the affected employees during these mid-term negotiations;
- D. The separation of any employees who are unable or choose not to obtain the necessary training and qualifications to hold newly created positions after the reorganization or who choose not to work the revised scheduled hours.

The parties acknowledge that time is of the essence during the reorganization, and that the negotiations regarding the referenced matters will be completed within 45 calendar days after the board notifies the union that the Food Service Department will be reorganized. Any agreements reached by the parties in the negotiations will be reduced to writing and their terms will be enforceable pursuant to the terms of the 2019-2023 Collective Bargaining Agreement.

For the Prairie-Hills Support  
Personnel Association, IEA/NEA



President



Secretary

For the Board of Education  
Prairie-Hills Elementary School  
District No. 144, Cook County, Illinois



President



Secretary

**MEMORANDUM OF UNDERSTANDING  
BETWEEN BOARD OF EDUCATION OF  
PRAIRIE-HILLS ELEMENTARY SCHOOL DISTRICT NO. 144  
AND THE DISTRICT NO. 144 EDUCATION ASSOCIATION, IEA/NEA  
REGARDING EXCLUSION OF CONFIDENTIAL  
HUMAN RESOURCES/ACCOUNTS PAYABLE SPECIALIST**

Now Comes of the Board of Education of Prairie-Hills Elementary School District No. 144 (the "Board") and the District 144 Education Association, IEA/NEA (the "Union") and hereby agree as follows:

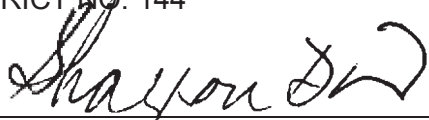
1. The Board has created the position of Confidential Human Resources/Accounts Payable Specialist. A copy of the job description for that position is attached as Exhibit "A" hereto and made a part of this Agreement.

2. The parties agree that as part of the essential responsibilities of the Accounts Payable/Human Resources Specialist, the employee, in the regular course of his or her duties, assists and acts in a confidential capacity to the Chief School Business Official and the Director of Human Resources who are individuals who formulate, determine, and effectuate management policies with regard to labor relations, and that in the regular course of his or her duties, the employee has access to information relating to the review and effectuation of the Board's collective bargaining negotiations, policies, and strategies.

3. The parties agree that among the position's functions, duties, and responsibilities are access to (and maintaining the confidentiality of) information and material relating to employee performance issues and evaluations, investigations into employee conduct, and analysis of, and responses to, Union proposals during the course of collective negotiations.


4. Because of these job responsibilities, functions, and duties, the parties agree that the position of Confidential Human Resources/Accounts Payable Specialist is not a part of the Union's bargaining unit and is to be excluded from that bargaining unit pursuant to Section 5/2(n) of the Illinois Educational Labor Relations Act (115 ILCS 5/2(n)).

BOARD OF EDUCATION OF PRAIRIE-  
HILLS ELEMENTARY SCHOOL  
DISTRICT NO. 144

By: 

Date: September 16, 2019

DISTRICT NO. 144 EDUCATION  
ASSOCIATION, IEA/NEA

By: 

Date: September 16, 2019



2019-2020

Nurse

	DataAd	TechAd	PCTech	CO-Sec	(Non-Type 73)	Mait	Cust	P2	BdSEC	MdSpe	FSC	FSA	Porter	DA
1	\$ 27.01	\$ 22.76	\$ 19.82	\$ 15.93	\$ 19.47	\$ 21.17	\$ 13.05	\$ 15.47	\$ 15.56	\$ 13.51	\$ 14.02	\$ 10.03	\$ 11.25	\$ 14.00
2	\$ 27.26	\$ 23.01	\$ 20.07	\$ 16.93	\$ 20.47	\$ 22.17	\$ 14.05	\$ 16.47	\$ 16.56	\$ 14.51	\$ 15.02	\$ 11.03	\$ 12.25	\$ 14.50
3	\$ 27.66	\$ 23.35	\$ 20.36	\$ 17.15	\$ 20.75	\$ 22.47	\$ 14.23	\$ 16.69	\$ 16.78	\$ 14.70	\$ 15.22	\$ 11.17	\$ 12.40	\$ 15.50
4	\$ 28.20	\$ 23.80	\$ 20.76	\$ 17.46	\$ 21.12	\$ 22.88	\$ 14.48	\$ 16.98	\$ 17.07	\$ 14.95	\$ 15.48	\$ 11.35	\$ 12.56	\$ 15.75
5	\$ 28.62	\$ 24.15	\$ 21.06	\$ 17.69	\$ 21.41	\$ 23.20	\$ 14.66	\$ 17.21	\$ 17.30	\$ 15.15	\$ 15.68	\$ 11.49	\$ 12.61	\$ 16.00
6	\$ 29.04	\$ 24.51	\$ 21.37	\$ 17.92	\$ 21.70	\$ 23.51	\$ 14.85	\$ 17.43	\$ 17.53	\$ 15.34	\$ 15.89	\$ 11.63	\$ 12.77	\$ 16.25
7	\$ 29.61	\$ 24.99	\$ 21.79	\$ 18.24	\$ 22.09	\$ 23.94	\$ 15.11	\$ 17.74	\$ 17.84	\$ 15.61	\$ 16.16	\$ 11.82	\$ 12.99	\$ 16.50
8	\$ 30.55	\$ 25.77	\$ 22.47	\$ 18.75	\$ 22.80	\$ 24.44	\$ 15.53	\$ 18.11	\$ 18.18	\$ 15.95	\$ 16.46	\$ 12.11	\$ 13.43	\$ 16.75
9	\$ 31.52	\$ 26.59	\$ 23.10	\$ 19.29	\$ 23.54	\$ 24.97	\$ 15.98	\$ 18.49	\$ 18.53	\$ 16.30	\$ 16.76	\$ 12.40	\$ 13.75	\$ 17.00
10	\$ 32.51	\$ 27.45	\$ 23.88	\$ 19.83	\$ 24.31	\$ 25.51	\$ 16.45	\$ 18.88	\$ 18.98	\$ 16.65	\$ 17.08	\$ 12.72	\$ 14.00	\$ 17.50
11	\$ 33.56	\$ 28.33	\$ 24.61	\$ 20.39	\$ 25.11	\$ 26.06	\$ 16.93	\$ 19.25	\$ 19.29	\$ 17.02	\$ 17.41	\$ 13.03	\$ 14.25	
12		\$ 29.23	\$ 25.38	\$ 20.96	\$ 25.96	\$ 26.65	\$ 17.46	\$ 19.64	\$ 19.70	\$ 17.41	\$ 17.74	\$ 13.37		
13		\$ 30.17	\$ 26.19	\$ 21.56	\$ 26.80	\$ 27.25	\$ 17.97	\$ 20.03	\$ 20.12	\$ 17.80	\$ 18.09	\$ 13.72		
14		\$ 30.73	\$ 26.77	\$ 22.16	\$ 27.73	\$ 27.88	\$ 18.54	\$ 20.45	\$ 20.59	\$ 18.20	\$ 18.45	\$ 14.08		
15		\$ 31.30	\$ 27.38	\$ 22.81	\$ 28.67		\$ 19.10	\$ 20.86	\$ 21.03	\$ 18.66	\$ 18.81	\$ 14.45		
16		\$ 31.90	\$ 28.41	\$ 23.46	\$ 29.60		\$ 19.75	\$ 21.45	\$ 21.48	\$ 19.07	\$ 19.18			
17		\$ 32.47	\$ 28.93	\$ 24.07	\$ 30.55		\$ 20.42	\$ 22.02	\$ 21.99	\$ 19.50	\$ 19.54			
18			\$ 29.46	\$ 24.72	\$ 31.05		\$ 21.13	\$ 22.54	\$ 22.43	\$ 20.02	\$ 19.90			
19			\$ 30.55	\$ 26.61	\$ 31.55		\$ 24.02	\$ 24.03	\$ 24.35	\$ 21.28	\$ 21.27			
20			\$ 30.80	\$ 27.11			\$ 24.52	\$ 24.34	\$ 24.59	\$ 21.78	\$ 21.77			
	2080	2080	2080	2080	1248	2080	2080	1248	1712	1624	1146	865	2080	1440







			Nurse		6 hour		5 hour		DA					
			(Non-Type 73)											
DataAd	TechAd	PCTech	CO-Sec	Mait	Cust	P2	BdSEC	MdSpe	FSC	FSA	Porter	DA		
1	\$ 27.81	\$ 23.47	\$ 20.47	\$ 16.76	\$ 20.37	\$ 22.11	\$ 13.82	\$ 16.29	\$ 16.38	\$ 14.29	\$ 14.81	\$ 10.74	\$ 11.99	\$ 14.79
2	\$ 28.08	\$ 23.70	\$ 20.68	\$ 16.93	\$ 20.57	\$ 22.32	\$ 13.96	\$ 16.45	\$ 16.55	\$ 14.43	\$ 14.96	\$ 10.85	\$ 12.10	\$ 14.94
3	\$ 28.36	\$ 23.94	\$ 20.88	\$ 17.09	\$ 20.78	\$ 22.55	\$ 14.10	\$ 16.62	\$ 16.71	\$ 14.58	\$ 15.11	\$ 10.96	\$ 12.22	\$ 15.09
4	\$ 28.62	\$ 24.20	\$ 21.14	\$ 17.61	\$ 21.30	\$ 23.07	\$ 14.62	\$ 17.14	\$ 17.23	\$ 15.10	\$ 15.63	\$ 11.48	\$ 12.74	\$ 15.61
5	\$ 28.88	\$ 24.46	\$ 21.40	\$ 18.65	\$ 22.34	\$ 24.11	\$ 15.66	\$ 18.18	\$ 18.27	\$ 16.14	\$ 16.67	\$ 12.52	\$ 13.79	\$ 16.13
6	\$ 29.30	\$ 24.81	\$ 21.70	\$ 18.88	\$ 22.63	\$ 24.42	\$ 15.85	\$ 18.40	\$ 18.50	\$ 16.33	\$ 16.88	\$ 12.66	\$ 13.94	\$ 17.17
7	\$ 29.86	\$ 25.28	\$ 22.12	\$ 19.21	\$ 23.01	\$ 24.84	\$ 16.11	\$ 18.71	\$ 18.80	\$ 16.59	\$ 17.15	\$ 12.85	\$ 14.11	\$ 17.43
8	\$ 30.30	\$ 25.65	\$ 22.43	\$ 19.45	\$ 23.32	\$ 25.18	\$ 16.29	\$ 18.95	\$ 19.04	\$ 16.80	\$ 17.35	\$ 12.99	\$ 14.16	\$ 17.69
9	\$ 30.73	\$ 26.02	\$ 22.75	\$ 19.68	\$ 23.62	\$ 25.50	\$ 16.49	\$ 19.17	\$ 19.28	\$ 17.00	\$ 17.57	\$ 13.14	\$ 14.33	\$ 17.95
10	\$ 31.33	\$ 26.52	\$ 23.19	\$ 20.02	\$ 24.02	\$ 25.95	\$ 16.76	\$ 19.50	\$ 19.60	\$ 17.28	\$ 17.85	\$ 13.34	\$ 14.56	\$ 18.21
11	\$ 32.30	\$ 27.33	\$ 23.90	\$ 20.55	\$ 24.76	\$ 26.47	\$ 17.20	\$ 19.88	\$ 19.95	\$ 17.63	\$ 18.17	\$ 13.64	\$ 15.01	
12		\$ 28.18	\$ 24.55	\$ 21.11	\$ 25.53	\$ 27.02	\$ 17.67	\$ 20.28	\$ 20.32	\$ 18.00	\$ 18.48	\$ 13.94		
13		\$ 29.08	\$ 25.36	\$ 21.67	\$ 26.33	\$ 27.58	\$ 18.15	\$ 20.68	\$ 20.79	\$ 18.36	\$ 18.81	\$ 14.27		
14		\$ 29.99	\$ 26.12	\$ 22.25	\$ 27.16	\$ 28.15	\$ 18.65	\$ 21.07	\$ 21.11	\$ 18.75	\$ 19.15	\$ 14.60		
15		\$ 30.93	\$ 26.93	\$ 22.85	\$ 28.05		\$ 19.21	\$ 21.47	\$ 21.54	\$ 19.15	\$ 19.50	\$ 14.95		
16		\$ 31.91	\$ 27.77	\$ 23.47	\$ 28.92		\$ 19.74	\$ 21.88	\$ 21.97	\$ 19.56	\$ 19.86			
17		\$ 32.49	\$ 28.37	\$ 24.10	\$ 29.89		\$ 20.33	\$ 22.32	\$ 22.46	\$ 19.98	\$ 20.24			
18			\$ 29.01	\$ 24.77	\$ 30.87		\$ 20.91	\$ 22.74	\$ 22.92	\$ 20.45	\$ 20.61			
19			\$ 30.08	\$ 25.45	\$ 31.84		\$ 21.59	\$ 23.36	\$ 23.39	\$ 20.88	\$ 21.00			
20			\$ 30.62	\$ 26.08	\$ 32.82		\$ 22.29	\$ 23.95	\$ 23.92	\$ 21.33	\$ 21.37			
2080	2080	2080	2080	2080	2080	2080	2080	1248	1712	1624	1146	865	2080	1440