# COLLECTIVE BARGAINING AGREEMENT

# between

# PRAIRIE-HILLS ELEMENTARY SCHOOL DISTRICT 144

and

**DISTRICT 144 EDUCATION ASSOCIATION** 

2012-2013

2013-2014

2014-2015

# **TABLE OF CONTENTS**

	<u> </u>	<u>Page</u>
ARTICLE I	RECOGNITION	1
A.	Association Representation	
B.	Definitions	1
ARTICLE II	DEFINITION OF RESPONSIBILITIES AND RIGHTS	1
A.	Mutual Responsibilities	1
B.	Association Rights	2
	1. Use of Bulletin Boards	2
	2. Use of Mailboxes	2
	3. Use of Buildings	3
	4. Use of District Equipment	3
	5. No Personnel Discussion with Students	3
	6. Access to District Data	3
	7. Access to Union Data	3
	Bargaining Unit Roster	
	Board Minutes to Union	
	10. Fair Share	
	11. District Policy	
C.	Certified staff member Rights	
	1. Files	
	2. Placement of Materials	
	Parent and Student Complaints	
	4. Representation/Discipline	
	5. Rules and Regulations	
	6. Vacancies and Transfers	
_	7. Committees	
D.	Discipline of Students	
<u>E</u> .	Assault on Certified Staff – Procedures	
F.	Board Rights	11
ARTICLE III	EFFECT OF AGREEMENT	11
A.	Complete Agreement	11
л. В.	Savings	
C.	Approved Agreement Waiver	11
ARTICLE IV	NO STRIKE	12

ARTICLE V	GRIEVANCE PROCEDURE	12
A.	Definition	
B.	Principles	
C.	Procedures	13
ARTICLE VI	ASSOCIATION BUSINESS	14
ARTICLE VII	CERTIFIED STAFF MEMBER EVALUATION	15
ARTICLE VIII	LEAVES	15
A.	Sick/Personal Leave	15
B.	Jury Duty	
C.	Funeral Leave	
D.	Family and Medical Leave	17
E.	Sick Leave Day Donations	
F.	Unpaid Leaves of Absence	18
G.	Temporary Disability Leave	19
H.	Emergency Leave	
ARTICLE IX	PAYROLL PRACTICES	19
A.	Pay Dates	19
B.	Alternate Pay Dates	
C.	Gross Salary	
D.	Payroll Deductions	
E.	Issuance of Contracts	
F.	Payroll Practices	
G.	Salespersons	
H.	Expense Reimbursement	21
ARTICLE X	CERTIFIED STAFF RETIREMENT BENEFITS; RESIGNATIONS	21
ARTICLE XI	CERTIFIED STAFF MEMBER WORK YEAR	24
A.	Certified Staff Member Work Year	24
B.	Certified Staff Member Workday	
C.	Planning Time	25
D.	Attendance Beyond the Normal School Day	
E.	Certified Staff Member Record Day	25
F.	Non-Classroom Related Activities - Junior High Only	
G.	Traveling Certified Staff Member Time	
H.	Notification of Assignments	
l.	Staff Meetings	
J.	Student Information	

K.	Periodic Early Release/Delayed Start Schedule	27
L.	Class Size	
M.	Emergency/Snow Days	27
N.	Standard of Dress	28
ARTICLE XII	INSURANCE	28
A.	Health Insurance	28
B.	Tax Sheltered Annuity and 403(B) Savings Plan	
C.	Life Insurance	
D.	Optical Insurance	
ARTICLE XIII	CERTIFIED STAFF MEMBER COMPENSATION SCHEDULE	30
ARTICLE XIV	ADDITIONAL COMPENSATION	31
A.	Extra Duty and Extracurricular Schedule	31
B.	Travel Pay	32
C.	Second-in-Command	32
D.	Workers' Compensation	
E.	Internal Substitution	
F.	Workshops	
G.	Summer School	33
ARTICLE XV	REDUCING AND REMOVING STAFF	34
A.	Definition of Seniority	34
B.	Seniority List	
C.	Notice to Association	
D.	Recall/Layoff	34
ARTICLE XVI	ECONOMIC REOPENER	34
ARTICLE XVII	LENGTH OF AGREEMENT	35
ARTICLE XVIII	ACCEPTANCE	35
APPENDIX A	SALARY SCHEDULE 2012-2013	36
<b>-</b>	SALARY SCHEDULE 2013-2014	
	SALARY SCHEDULE 2014-2015	
APPENDIX B	EXTRA DUTY ASSIGNMENTS COMPENSATION	39

### PROFESSIONAL NEGOTIATIONS AGREEMENT

### **ARTICLE I - RECOGNITION**

# A. ASSOCIATION REPRESENTATION

The Board of Prairie Hills Elementary School District No. 144, Cook County, Illinois, hereinafter referred to as the "Board" hereby recognizes the District No. 144 Education Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association" as the exclusive negotiations agent for all full-time certificated personnel, excluding the superintendent, assistant superintendents, principals, assistant principals, and any other supervisory or administrative, non-teaching personnel having the authority to hire, transfer, assign, promote, discharge, or discipline other certified staff or who may effectively recommend such action.

# B. DEFINITIONS

- 1. <u>Employee.</u> The term "certified staff" as used throughout this Agreement refers to teachers, speech-language pathologists, social workers, school psychologists, school counselors, nurses, librarians and deans. Certified Staff as used throughout this Agreement is defined as full-time certificated personnel as described above.
- 2. <u>Employer.</u> The terms "District", "Employer", and "Board" as used throughout this Agreement refer to the Board of Education of Prairie Hills Elementary School District No. 144, Cook County, Illinois or its agents.
- 3. <u>Day.</u> The term "day", as used throughout this Agreement is defined as a calendar day except that days during winter and spring breaks shall not be counted. Additionally, calendar days during the summer shall refer to days that the District office is open for business.

# ARTICLE II - DEFINITION OF RESPONSIBILITIES AND RIGHTS

# A. MUTUAL RESPONSIBILITIES

- Good Faith Bargaining. "Good Faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly, and to endeavor sincerely to reach agreement on those items being negotiated.
- 2. <u>Authority to Bargain.</u> It is the mutual responsibility of the Board and the Association to confer upon their respective negotiating teams the necessary power and authority to make proposals, consider proposals,

- and make counter proposals in the course of negotiations, and to reach tentative agreements which shall then be presented to the Board and the Association, respectively, for ratification.
- 3. Non-Discrimination: Union Activity. As a duly elected body exercising governmental power under the laws of the State of Illinois and subject to the Constitutions of Illinois and the United States, the Board undertakes and agrees not to discriminate against any certified staff member by reason of his/her membership in the Association, his/her participation in any activities of the Association, or his/her institution of any grievance, complaint, or proceeding under this Agreement. The Association agrees not to discriminate against any certified staff member by reason of his/her non-membership in the Association or his/her participation in activities of other educationally-oriented organizations.
- 4. <u>Non-Discrimination: Protected Classes.</u> The District and the Association agree that neither shall discriminate in employment or practice by reason of the following as these terms are defined in the Illinois Human Rights Act, [755 ILCS 5/1-101 et seq.]: race, color, religion, national origin, ancestry, political belief, or activity, age, sex, marital status, disability, military status, sexual orientation, unfavorable discharge from military service. The District or Association will not discriminate in employment or practice based on activity, or non-activity on behalf of the Association. Grievances under this provision may be processed up to Step Two of the grievance procedures of Article V but not through Step Three binding arbitration.

# B. ASSOCIATION RIGHTS

- 1. <u>Use of Bulletin Boards.</u> The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards, at least one of which shall be provided by the Board for each school building in the faculty work room. The Association's use of bulletin boards shall be consistent with the Association's use of District mailboxes as described in Section B.2. below.
- 2. <u>Use of Mailboxes.</u> The Association may use the District's certified staff mailboxes for dissemination of information pertaining to the Association's routine business matters. Such matters 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 shall first be cleared through the Superintendent or his/her designee consistent with the District's practice concerning use of mailboxes for distribution of material generally.

- 3. <u>Use of Buildings.</u> The Association and its advisors shall have the right to use the school building for meetings upon approval of the building principal. Approval shall not be unreasonably withheld. When special custodial service is required, the Board may make a reasonable charge according to the District rental policy.
- 4. <u>Use of District Equipment.</u> The Association and its advisors shall have the right to use the school equipment at reasonable times on school premises when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- 5. <u>No Personnel Discussion with Students.</u> No Association's or individual's views on matters relating to supervisor-certified staff member or Board-certified staff member relationships will be discussed under any circumstances in the presence of students. Matters pertaining to Association—certified staff member/Board-administration relationships should not be discussed by anyone in the presence of students.
- 6. Access to District Data. On request, the Association shall be furnished for review at central office all regularly and routinely prepared information concerning the financial condition of the school district, including the annual financial statement and adopted budget. In addition, the Board and the Administration will grant reasonable requests for any other readily available information which may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information.
- 7. <u>Access to Union Data.</u> The Association will furnish copies of any pertinent information as reasonably requested by the Board or its representative.
- 8. <u>Bargaining Unit Roster.</u> The Board will provide the Association with a list of names, school assignments, job titles and, if newly hired, date of hire of all certified staff holding positions certified within the bargaining unit by September 15 of each year. Thereafter, the same will be provided for new certified staff within fifteen (15) days of their commencement of duties for the District, and for certified staff who resign or are terminated.
- 9. <u>Board Minutes to Union.</u> The District will send copies of approved Board minutes to the Association president and to each faculty room, through administrative channels. The District shall also provide the Association 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 may be exempt from disclosure under the Freedom of Information Act, or which are related to matters which may be appropriately discussed in executive session under the Open Meetings Act. The District shall notify the

Association president of all regularly scheduled and special Board meetings as soon as notices of such meetings are prepared.

# 10. Fair Share.

- (a) Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association including local, state, and national dues. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a date established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- (b) Certified staff who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Association dues to a non-religious charitable organization agreed upon by the Association and the affected certified staff. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the certified staff member to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- (c) In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided that the Employer cooperates with the Association and its counsel.

The Association shall indemnify and hold the District harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the District for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Association shall refund any such amount directly to the affected certified staff member. 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 from any type of willful misconduct by the Board.

11. <u>District Policy.</u> The Board shall give reasonable advance notice to the Association of any change in existing policy or procedures, or of any new

policy or procedures, which affect wages, hours, terms or conditions of employment. Notification of such changes will be made in accordance with the policy adoption procedure of the Board.

# C. CERTIFIED STAFF MEMBER RIGHTS

# 1. Files

- Personnel Files. Upon 48 hours' prior notice and request to the a. Superintendent for Personnel or his/her designee, each certified staff member shall have the right to examine the contents of his/her personnel file in accordance with the provisions of the Illinois Personnel Records Review Act, 820 ILCS 40/1 et seg. There will be only one District personnel file maintained on each certified staff member except as otherwise required by law. These files shall be housed in the central office. Accessibility to these files will be managed by the Superintendent or designee. The confidentiality of these files shall be maintained to the extent permissible by law. This statement shall not be construed to hold the Board liable for any events not within their direct control. A certified staff member may obtain a copy of any item in his/her personnel file upon Written rebuttal may be made by any certified staff request. member to items in his/her file that have been, or may be used to evaluate him/her. A representative of the Association may, at the teacher's request, accompany the certified staff member in this examination. If an Association representative is present, then a District administrator shall also be present. It will be the responsibility of each certified staff member to review his/her file once each year.
- b. <u>Electronic Files</u>. Personnel files that are electronically stored will be accessible at central office. Accessibility to these files will be managed by the Superintendent or designee. The confidentiality of these files shall be maintained to the extent permissible by law. This statement shall not be construed to hold the Board liable for any events not within their direct control.
- 2. <u>Placement of Materials.</u> Material used for evaluation or discipline purposes shall be placed in a teacher's file only after providing a copy to the certified staff member and within thirty (30) days of discovery of the event which prompted the creation of the document.

# 3. Parent and Student Complaints.

The procedure outlined herein shall be reviewed with staff during the first academic quarter of school. A complaint first received by central office staff or the Board which is appropriate for collaborative resolution shall be referred to the procedure below.

- (a) As soon as possible and no later than three (3) days after receipt thereof, a certified staff member shall be informed of all complaints from parents or students.
  - (1) The District shall first ask the complaining parent to set up an appointment for a conference with the certified staff member. Such conference may be conducted by telephone or in a meeting.
  - (2) If the parent is unwilling to meet with the certified staff member, the principal will ask the complaining parent to put the complaint and requested remedy in writing. A copy shall be provided to the certified staff member.
  - (3) If a parent, during an open meeting at the Board of Education, begins to criticize the performance of a particular certified staff member, the parent will be directed to first discuss the matter with the certified staff member and building administrator.
  - (4) The certified staff member may also request a conference to be held with the complaining parent and the principal to seek resolution of the problem. Conference times shall be arranged in consultation with the certified staff member and the complaining parent to the extent possible. If the parent is unavailable during regular working hours, the certified staff member and principal will attempt to make themselves reasonably available to accommodate the parents' schedule in arranging the meeting.
  - (5) If the complainant cannot or will not attend the conference within five (5) days after the conference request, the principal and the certified staff member shall discuss the complaint to determine its validity and seek a resolution to the problem.
  - (6) Whenever possible, certified staff will be advised of any resolution of a parent complaint prior to it being communicated to the parent by the principal, provided such resolution requires the certified staff member's involvement to implement. If a satisfactory resolution is reached at this time, the matter is deemed closed.

- (b) Either party may request the presence of a member of the administrative staff or representative of the Association or both at the conference between the complainant and the teacher. If either party is not satisfied with the results of this conference, the following sequence of conferences shall be employed as deemed necessary:
  - 1) Complainant-Certified Staff Member-Superintendent or his/her Designee,
  - 2) Complainant- Certified Staff Member-Board.

Either party has three (3) days to request a conference at the next level. The certified staff member shall have the right to Association representation at any of the above conferences referenced in this Section.

- 4. Representation/Discipline. Discipline and discharge of certified staff shall be for just cause provided, however, that this provision shall not in any way restrict the Board's authority under Sections 10-22.4, 24-11, 24-12, or 24A-5 of the Illinois School Code of 1996, and actions taken by the Board pursuant to the Code, other than procedural defects in 24 A-5 remediation plans, shall not be subject to arbitration under this Agreement. Reprimands, whether verbal or written, and discipline shall be issued in a discreet manner and not in the presence of students, community members, or other staff members not involved in the related incident or the grievance procedure related to that specific incident, unless the health, safety, or welfare of a student or staff member is at risk.
- 5. <u>Rules and Regulations</u>. The administration will make every attempt to apply rules and regulations consistently and to notify all certified staff of important and appropriate rules and regulations.
- 6. <u>Vacancies and Transfers</u>.
  - (a) POSTING OF VACANCIES Notices of all vacancies as they are anticipated, or any newly created position, shall be posted in all school buildings and on-line and a copy sent to the Association. No vacancies shall be filled, except in case of emergency, until such notice has been posted for at least ten (10) days. Both written and on-line notices shall be kept current and up-to-date. Such notice(s) shall be accompanied by a position description, a statement of minimum qualifications, building location (if known) and minimum salary. During the summer, notices of all vacancies, teaching or administrative, shall be mailed to the Association president within fifteen (15) days prior to the closing date for application for such vacancy or vacancies. Certified staff interested in receiving

summer district vacancy notices shall submit a written request and three (3) stamped, self-addressed envelopes to the Personnel office by the close of the school year.

(b) VOLUNTARY TRANSFER - Any certified staff member may apply for transfer to another grade level, department, or building where a vacancy exists or may submit a notification of interest in reassignment if a vacancy should arise. Such application shall be in writing to the Superintendent or designee. In their request for transfer, certified staff shall make known their interest, aspirations, and competence. If the Superintendent or his/her designee denies the request for transfer to a current vacancy, he/she shall set forth the denial in writing. Unsuccessful candidates will be notified within one (1) week of the position being filled.

# (c) EXTRA CURRICULAR VACANCIES

Any vacancies in existing or newly created extracurricular positions shall be announced in writing in all buildings and a copy sent to the Association. No vacancies shall be filled, except in case of emergency, until such notice has been posted for at least five (5) days. During summer, notice of extracurricular vacancies shall be mailed to the Association president and shall be available at the district office.

- 7. <u>Committees.</u> The Association president and all buildings will be notified annually in writing of any committee whose membership in whole or in part will be comprised of District certified staff. The certified staff in each building shall elect their own representatives to the District Committees. The Association and administration may invite additional interested committee members as needed.
  - (a) NCLB There shall be created a NCLB Committee which will deal with all aspects of the teaching-learning situation either in the school or under the sponsorship of the district. The Committee shall consist of Administration, Board members, parents and two (up to three from the Junior High) certified staff from each building. The purposes and function of the Committee shall be to engage in planning the continuous improvement of curriculum and instruction within our district, to provide an additional means of communication among the Board, Administration, and certified staff on matters relating to curriculum and instruction, and to study and make recommendations on changes in the curriculum or instruction or the use of technology as it relates to curriculum and instruction.
  - (b) DRESS REGULATION An advisory committee consisting of four (4) certified staff (representatives from primary, intermediate, Junior

High and Specials) appointed by the Association and equal representation appointed by the Administration will meet after regular school hours to study and make recommendations, if any, regarding the possibility of setting specific standards of professional dress for teachers. The committee will present its written recommendations including minority reports, if any, to the Board of Education and the Association on an annual basis.

- (c) LABOR-MANAGEMENT The Superintendent or his/her designee and the Association 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 shall submit to the other, on or before the Friday prior to the meeting, an agenda covering matters they wish to discuss.
- (d) INSURANCE The Board and the Education Association agree that they shall continue to maintain a committee comprised of the Superintendent or designee and the Association President or designee, representatives from each school building, up to three administrators, and up to two board members, to study, analyze, and recommend a comprehensive health insurance program with certified staff member options, including recommendations relating to benefit levels to off-set increasing insurance costs.
- (e) STUDENT DISCIPLINE the Committee shall consist of Administrative and certified staff from each building and parents. The Committee shall be established pursuant to the provisions of 105 ILCS 5/10-20.14 of the Illinois School Code and shall review and make recommendations for revising the Student Discipline Code as necessary, the implementation of the Student Discipline Code, and any other factors related to the safety of the schools, students and staff.
- (f) DISTRICT LEADERSHIP TEAM The committee shall consist of the Association President or designee, one certified staff member from each building (up to two from the Junior High), the Superintendent or designee, up to three administrators, up to two Board members and up to two parents to discuss District issues, initiatives, concerns, etc. and integrate information into the District Improvement Plan.
- (g) DISCRETIONARY COMMITTEES These committees may be formed on an "as needed" basis to discuss pending legislation, current events, emerging education trends, etc. Representation will be determined based upon the need as identified by the

Superintendent and Association President; an example of this type of committee would be the Joint Committee.

# D. DISCIPLINE OF STUDENTS

Certified staff and other certificated personnel shall maintain discipline in the schools, including school grounds which are owned or leased by the Board of Education and used for school purposes and activities.

The Administration and Board of Education of School District 144 as well as the Association recognize the seriousness of pupil discipline and the problems surrounding it. The District will continue its efforts to provide a productive and safe learning environment for its students and teachers.

The Employer shall support and assist certified staff with respect to the maintenance of control and discipline of students. With respect to students who are disruptive or who repeatedly violate rules and regulations, the Employer or its designated representative shall take steps to assist the certified staff member in a timely fashion. The affected certified staff member will be notified of the disposition of the referral as soon as practical.

The safety of students and certified staff of the District will be considered in all decisions involving student disciplinary matters. The District will keep an open dialogue with certified staff on issues involving student discipline. The District agrees that it will follow the reporting requirements set forth in the Illinois School Code, 105 ILCS 5/10-21.7 "Attacks on School Personnel."

# E. ASSAULT ON CERTIFIED STAFF - PROCEDURES

- 1. Reporting. Any case of assault, battery, and/or intimidation upon a certified staff member shall be promptly reported in writing by the certified staff member to the building principal/designee. (See Appendix E.) The principal shall report the assault to the Board/Designee and will also inform the certified staff member at the time it is reported. The certified staff member will be told whenever the District has made a report pursuant to 105 ILCS 5/10-21.7 "Attacks on School Personnel." Upon the affected certified staff member's request, the Board/Designee will reasonably assist the certified staff member in cooperating with law enforcement and judicial authorities.
- 2. Maintaining Records. 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 certified staff member. The Superintendent or his/her designee shall share a statistical summary of such records, exclusive of student identities, with the Association quarterly, upon the Association's request.

3. In any case of assault upon a certified staff member, the appropriate District administrator shall advise the certified staff member of his or her rights and obligations and render assistance as to handling the incident by law enforcement and judicial authorities.

# F. BOARD RIGHTS

The Association 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 III - EFFECT OF AGREEMENT

# A. COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which was known to the parties at the time this Agreement was negotiated. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed and ratified by both parties to this Agreement.

# B. SAVINGS

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 the 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.

# C. APPROVED AGREEMENT WAIVER

Any provisions of this Agreement may be waived or modified, in writing, by mutual agreement of the administration, certified staff member(s), and Association. If the waiver is approved, all parties shall sign the waiver; Superintendent, Association President, and certified staff member(s). If the waiver concerns a change that affects all of the certified staff in a particular building, at least 80% must sign the waiver

agreement. The approved waiver automatically terminates at the conclusion of the school year, and shall not be considered precedential, unless otherwise agreed.

### ARTICLE IV - NO STRIKE

The Association hereby agrees not to strike, participate in any concerted refusal to render full and complete services, or participate in any activity that would unlawfully disrupt the operation of the schools.

# **ARTICLE V - GRIEVANCE PROCEDURE**

# A. DEFINITION

- Grievance. A grievance is defined as a complaint of an alleged violation, misinterpretation, or inequitable application of any provision of this Agreement.
- 2. <u>Grievant.</u> A "grievant" is defined as a)a certified staff member; b) group of certified staff; or c) the Association on behalf of: (i) a specific, named certified staff member, (ii) certified staff in a specific, named building, or (iii) a specific, identifiable class of certified staff.

# B. PRINCIPLES

- 1. <u>Right to Grieve.</u> Every certified staff member covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation of the Association. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual certified staff member from discussing a problem with the administration and having it resolved without intervention of representation by the Association.
- 2. <u>No Retaliation.</u> A certified staff member who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- 3. <u>Failure to Meet Time Limits.</u> The failure of a certified staff member or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and 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.
- 4. <u>Right to Representation.</u> Any certified staff member has a right to be represented by the Association at any step in the grievance procedure.

The certified staff member shall be present at any grievance discussion when the administration, Association, or Board deems it necessary. When the presence of a certified staff member at a grievance hearing is requested by either party, illness or other incapacity of the certified staff member shall be grounds for any necessary extension of grievance procedure time limits.

- 5. <u>Union's Right to Grieve.</u> In any instance where the Association is not represented in the grievance procedure after step one; the Association will be notified of the final disposition of the grievance. Any final disposition of grievance in conflict with the Agreement shall be grievable by the Association.
- 6. <u>Time and Place of Hearing.</u> Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend; and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the administration during school days, all certified staff whose presence is required shall be excused with pay for that purpose.
- 7. <u>No Interference with Work.</u> It is agreed that any investigation or other handling or processing of any grievance by the grieving certified staff member or Association representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.
- 8. <u>Calculation of Time Limits.</u> All time limits in this article shall be calculated in calendar days. These calendar days shall be calculated in accordance with the definition of "days" contained in Article I of this Agreement.
- 9. <u>Acceleration of Procedures.</u> Any step of the Grievance Procedure may be bypassed by written mutual agreement of the parties.

# C. PROCEDURES

- 1. *Informal Step.* The certified staff member, Association Representative, if requested by the certified staff member, and supervisor shall attempt to resolve the problem through discussion in an informal manner.
- 2. First Step. If the problem cannot be resolved informally, the grievant shall file a grievance in writing. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the Agreement allegedly violated, and should state the remedy requested. The filing of the grievance at the second step must be within twenty-five (25) days from

the date of the occurrence giving rise to the grievance or within twenty-five (25) days from the date the certified staff member reasonably should have become aware of the occurrence giving rise to the grievance. Not later than five (5) days following receipt of the written grievance, the grievant and the appropriate supervisor will set a meeting date at a mutually agreeable time. 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 certified staff member and the superintendent within ten (10) days.

- 3. Second Step. In the event a grievance has not been satisfactorily resolved at the first step the grievant shall file, within seven (7) days of the appropriate supervisor's written decision or answer at the second step, a copy of the grievance with the superintendent and the Board. Within ten (10) days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the appropriate supervisor, and the superintendent or his designee shall meet to resolve the grievance. The superintendent, or his designee, shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the certified staff member, the appropriate supervisor, the Board, and the Association.
- 4. Third Step If the grievance is not resolved at the second step, the Association may submit the grievance to final and binding arbitration within thirty (30) days of the third step response by filing a demand for arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. 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. Arbitration fees and other mutually incurred expenses shall be divided equally between the parties.

# **ARTICLE VI - ASSOCIATION BUSINESS**

In the event that the Association desires to send representatives on business pertinent to Association affairs, said requests shall be considered for approval, provided:

- 1. Written request for leave has been approved by the superintendent upon request of the Association president;
- Such requests shall not exceed eight (8) days total; and
- 3. the frequency does not impair the quality of classroom instruction; and

4. No individual certified staff member shall be granted more than one-half (½) of the total.

The District will pay for the substitutes, not to exceed eight (8) days.

### ARTICLE VII - CERTIFIED STAFF MEMBER EVALUATION

- A. An Evaluation Committee shall be established. The Evaluation Committee shall consist of not more than five members appointed by the Employer and not more than five members appointed by the Association. Meetings shall be held not less than once annually, upon request of either party. The Evaluation Committee shall fully discuss proposed changes and/or alterations to the current "Certified staff member Evaluation Plan" which involve the procedures and mechanics of the Plan that have been construed by the Illinois Educational Labor Relations Board to be mandatory subjects of bargaining. Regarding all other portions of the Plan, including any and all substantive issues, the Superintendent shall have sole discretion in deciding whether to implement changes or alterations to the Plan. The Superintendent will notify the Association prior to making any such changes in the Plan.
- B. Changes to the Certified staff member Evaluation Plan, as required by *The School Code of Illinois*. The Illinois Educational Labor Relations Act, and/or the State Board of Education, will be made by the Superintendent of Schools after consultation with the Education Association Committee.
- C. All certified staff will be guaranteed their due process rights as otherwise regarding evaluation, discipline, or dismissal.
- D. The certified staff member Evaluation Plan is attached as Appendix C. However, only allegations of procedural violations of the Plan are subject to the Grievance Procedure.
- E. PDA walk-throughs will not take the place of formal observations.
- F. Forms for evaluating non-teaching certified staff will be included in the evaluation plan.

# **ARTICLE VIII - LEAVES**

# A. SICK/PERSONAL LEAVE

1. All certified staff shall receive thirteen (13) days of sick leave per year with unlimited accumulation. Certified staff shall be advised at least quarterly of their accumulated sick leave. Sick leave shall be prorated for certified staff beginning their employment after the opening of the school term.

- Three (3) days of sick leave per year may be used at the certified staff member's discretion for personal reasons upon three (3) days notice to the building principal, except in cases of emergency when notice will be given as soon as practicable.
- Sick leave shall be interpreted to mean personal illness, a quarantine at home, or serious illness in the immediate family or household. The immediate family, for purpose of this policy, shall include 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 his/her designee, sick leave may be granted for the serious illness of other individuals not specifically mentioned in this section, on a case by case basis.
- 3. Certified staff becoming ill and leaving work will be charged sick leave time as follows:
  - a. Certified staff completing less than 50 percent of a work day will be charged with a full day of sick leave.
  - b. Certified staff completing 50 percent or more of a work day will be charged with a half-day of sick leave.
  - c. Definitions of a" half-day" will be as follows:
    - (1) Elementary Schools: 8:15 a.m. to 11: 45 a.m. or 11:45 a.m. to 3:15 p.m.;
    - (2) Junior High: 7:40 a.m. to 11:00 a.m. or 11:00 a.m. to 2:45 p.m.
    - (3) If an employee's lunch or plan should be adjacent to the times above, the employee is expected to adhere to the half-day times as listed
- 4. Abuse of the sick leave benefit may result in discipline. Abuse of sick leave may be evidenced by patterns of sick leave use, excessive numbers of occurrences of sick leave use, or use of sick leave for inappropriate purposes.
- 5. Certified staff that 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. In cases of suspected abuse of sick leave, the District may require a detailed explanation from the certified staff member, 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 certified staff member's condition prevented him/her from appearing for work, and that the certified staff member is fit to return to full duty.

# B. JURY DUTY

The certified staff member shall suffer no loss of pay for performing jury duty provided the certified staff member submits evidence of such jury duty, such as jury duty wage payments stubs to the district within five (5) workdays after the completion of jury duty service.

# C. FUNERAL LEAVE

- 1. Reasonable time at full pay (not to exceed three (3) days unless by special arrangement with the superintendent /designee) shall be granted for funeral leave.
- 2. Funeral leave will be granted to certified staff who have a death in the immediate family. Immediate family refers specifically to 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, funeral leave may be granted for the death of other individuals not specifically mentioned in this section, on a case by case basis.

# D. FAMILY AND MEDICAL LEAVE

The District will apply and run concurrently FMLA leave with the appropriate paid leave until exhausted and unpaid leave thereafter. Accrued personal and sick leave days will be utilized concurrently with FMLA leave 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 certified staff member or the certified staff member's child, spouse, or parent. The maximum amount of FMLA leave, paid and unpaid combined, in any fiscal year shall be twelve (12) weeks. For purposes of this section, a "fiscal" 12-month period (July 1 to June 30), shall be used to determine eligibility.

# E. 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 certified staff member to be credited to the absent certified staff member up to a maximum of sixty (60) total days. To qualify for such donation, the absent certified staff member must first exhaust all sick leave. This benefit may not be used in conjunction with any other leave, such as family and medical leave, disability leave, etc. The Association will first report the request for additional sick leave time to the Superintendent and will coordinate the request for donations. Other unusual situations may be brought to the Superintendent for consideration under this section. Donations made pursuant to this section shall not be counted as a day of non-attendance against the donor.

# F. UNPAID LEAVES OF ABSENCE

- 1. This section does not apply to leaves requested under the Family and Medical Leave Act.
- 2. The Board may grant a certified staff member a leave of absence without pay. The certified staff member may return to employment in a similar capacity upon expiration of the unpaid leave of absence. The Board will consider the starting and ending dates of the leave as requested by the certified staff member. The duration of the unpaid leave, including dates of departure and return, shall be determined by the Board.
- 3. The Board will not approve an unpaid leave of absence for more than one (1) year. At the end of a one (1) year leave of absence, a certified staff member may apply for another unpaid leave. The Board, in its sole discretion, shall determine whether to grant such leave.
- 4. Requests for an unpaid leave of absence must be made, in writing, at least three (3) months before the certified staff member desires to take the leave.
- 5. Unpaid leave may be granted for:
  - (a) military service;
  - (b) child care;
  - (c) medical reasons;
  - (d) other reasons acceptable to the Board.

No leave will be granted so that a certified staff member may pursue other employment.

- 6. Certified staff on unpaid leave may continue insurance benefits. The Board will continue to pay its portion of the insurance benefits during the unpaid leave for the first sixty (60) calendar days of the leave. However, if the unpaid leave extends beyond sixty (60) calendar days, the certified staff member may continue the insurance benefits by paying one hundred percent (100%) of the health insurance premium.
- 7. Certified staff will be allowed to advance on the salary schedule if they have worked more than 90 days of the school year in which unpaid leave was taken.
- 8. The Board, in its sole discretion, may waive any of the above restrictions.

9. Time spent on unpaid leave does not break continuous service for the purpose of retirement/resignation bonus calculations as referred to in Article X.

# G. TEMPORARY DISABILITY LEAVE

Certified staff 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 E 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 certified staff member's physician;
- 2. There has been no determination that the certified staff member's disabling condition is permanent; and
- 3. The total length of the disability leave (paid and unpaid combined) from the first day of absence shall not exceed nine (9) calendar months or the length of the certified staff member's accumulated sick leave, whichever is longer, provided the Board in its discretion, and upon the certified staff member's request, may extend such leave to the end of the semester in which such nine (9) month period terminates.

Certified staff who meet the above conditions shall receive unpaid leave in accordance with Section E. above. The District retains the right to obtain a medical assessment of the certified staff member's condition during such leave.

# H. EMERGENCY LEAVE

Upon written application to the Superintendent by the certified staff member, or upon return to work from an emergency absence if prior application is not possible, a certified 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 certified staff member.

# **ARTICLE IX - PAYROLL PRACTICES**

# A. PAY DATES

Regular pay dates for all certified staff (certificated instructional personnel) will be the fifteenth (15) and the last day of each of the calendar months of September through August. New certified staff who are appointed provisionally by the Superintendent will be paid at the anticipated step and lane of the salary schedule pending Board approval of the individual's hire.

# B. ALTERNATE PAY DATES

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

# C. GROSS SALARY

Each certified staff member will, if employed for the full school year, receive one twenty-fourth (1/24) of the yearly gross salary each pay date.

# D. PAYROLL DEDUCTIONS

From each certified staff member's gross pay there will be deducted:

- A sum equal to the certified staff member's full TRS and THIS member contributions, with these contributions to be tendered to the Illinois Teacher Retirement System as required by law.
- 2. Income taxes as authorized by each certified staff member on the "W-4" form.
- 3. Single and/or dependent medical/dental insurance premiums, if authorized by the certified staff member. The Board will take such action as is necessary to allow for the payment of certified staff member contributions toward health insurance to be made by salary reductions so that those contributions may be exempt from federal income tax.
- 4. Tax sheltered annuities, if authorized by the certified staff member.
- 5. Credit Union deductions authorized by the certified staff member.
- 6. NEA, IEA, and 144 E.A. dues, as authorized by the certified staff member.

# E. ISSUANCE OF CONTRACTS

The Board may issue individual contracts to existing certified staff and new certified staff before a negotiated agreement has been reached between the Board and the Association. However, these individual contracts shall be adjusted to conform with the terms and conditions of employment agreed to by the Board and the Association.

# F. PAYROLL PRACTICES

The District will respond promptly to requests for employment and wage verification and will immediately notify the certified staff member of the same. If the outside request is for release of any other information not already covered by law, the certified staff member will be asked to approve prior to its release.

# G. SALESPERSONS

Salespersons are not to be present in school buildings without the prior approval of the Superintendent or designee. Salespersons will not be permitted to conduct or transact business in the certified staff lounges during the certified staff member workday, nor will announcements be made during staff meetings regarding the same.

# H. EXPENSE REIMBURSEMENT

Expense reimbursement requests received by the Business Office more than five (5) work days before the regular Board Finance Committee meeting, if held, will be processed and paid to the Certified staff member no later than five (5) work days after the Board meeting which follows the Finance Committee meeting.

# ARTICLE X - CERTIFIED STAFF RETIREMENT BENEFITS; RESIGNATIONS

A. For certified staff who are eligible to retire into the Illinois Teacher Retirement System (TRS) and with at least eighteen (18) years of continuous full-time service to the District, the Board agrees to increase such certified staff member's final year or final two or three years' full-time salary as described below. The manner of payment will be determined by the District, but full payment will be made no later than the last regular paycheck due such certified staff member.

To be eligible to participate in this program, the certified staff member shall:

- 1. Have twenty (20) or more years of TRS service at the time of retirement and retire without any Board penalty due or owing to TRS;
- 2. Retire into the TRS upon the last day of teaching for which retirement contributions were made;
- 3. The certified staff member who intends to retire under this program must give written irrevocable notice of intent to retire between January 1 and March 1 of the school year before salary increases are to begin; except that eligible certified staff who wish to begin receiving four percent (4%) increases in the 2012-2013 school year must give written irrevocable notice by November 15, 2012. Specifically:

- individuals applying for a one (1) year four percent (4%) increase for the 2012-2013 school year (retirement effective at the end of the 2012-2013 school year) must give such notice by November 15, 2012;
- individuals applying for two (2) years of four percent (4%) salary increases starting in the 2012-2013 school year (retirement at the end of the 2013-2014 school year) must give such notice by November 15, 2012;
- individuals applying for three (3) years of four percent (4%) salary increases starting in the 2012-2013 school year (retirement at the end of the 2014-2015 school year) must give such notice by November 15, 2012.
- 4. Individuals receiving a one (1) year four percent (4%) salary increase will receive an increase in their final year's salary of four percent (4%) greater than their previous year's salary as shown on the previous year's certified staff member's salary schedule, excluding from these calculations any other compensation or creditable earnings such as extra-curricular stipends, longevity payments, or extra duty pay.
- 5. Individuals receiving two (2) four percent (4%) salary increases will receive the first year's increase as described above in Section 4. The second and final year's increase will be four percent (4%) greater than the first year's salary.
- 6. Individuals receiving three (3) four percent (4%) salary increases will receive the first and second year's increases as described in Sections 4 and 5. The third and final year's increase will be four percent (4%) greater than the second year's salary.
- 7. When a certified staff member begins receiving end-of-career salary increases, the certified staff member is removed from the salary schedule and may not thereafter or simultaneously begin to receive longevity payments.
- 8. If, as part of the prior year's compensation, the certified staff member earned a stipend or extra duty pay, the certified staff member may continue to earn it (or another of equal or lesser value) at the contractual rate. If the certified staff member ceases to participate in a stipend activity or extra duty or earns a stipend or extra duty of a lesser value, the certified staff member may not increase his/her extra duty or stipend earnings in subsequent years if it would cause the certified staff member's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than 4%.

A certified staff member also may not earn a stipend or extra duty pay of greater value if it would cause the certified staff member's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than 4%.

- 10. These retirement benefits are available only to eligible certified staff who gives the required notice during the 2012-2013 through 2014-2015 Collective Bargaining Agreement that is by March 1, 2015.
- 11. Certified staff receiving these retirement benefits and increases will not receive any other additional pay increases and will not receive step increases or move horizontally on the salary schedules. Certified staff who have submitted notices of intent to retire under any other collective bargaining agreement are not eligible for these four percent (4%) increases.
- 11. A certified staff member who has given his or her notice of intent to retire may, under exigent circumstances (such as the death of a spouse or death or disability of a spouse or dependent), request the Board to rescind his or her retirement notice. The Board, in its discretion, may grant such a request to rescind a retirement on a non-precedential basis if:
  - a. The certified staff repays, within sixty (60) days of the Board granting the rescission, any monies received under this retirement program, to the extent the 4% increases exceeded the amounts the certified staff member would have received on the salary schedule without the retirement benefits; and
  - b. To the extent that the Illinois Teacher Retirement Service will recognize the rescission of the certified staff member's retirement and will agree to adjust the certified staff member's past creditable earnings to eliminate the effects of the previously granted, and now rescinded, 4% increases.
- B. In addition to the benefits set forth in Section A above, certified staff who meet the eligibility criteria set forth in Section A and provide notice as described above will receive a one-time, lump sum severance bonus of \$360.00 per year for each full year of service in Prairie-Hills Elementary School District for the first ten (10) years of service and \$375.00 per year for each full year of service thereafter. This amount shall not be due and owing until between thirty (30) and sixty (60) days after the certified staff member's final paycheck or final work day, whichever is later, and it is intended by the parties to be a lump sum, severance payment and non-creditable earnings under the Teacher Retirement Service.

C. Certified staff in good standing who have at least twenty-five (25) full, consecutive years of employment in Prairie-Hills Elementary School District and who must resign from Prairie-Hills Elementary School District due to exigent circumstances beyond their control (such as relocation or reassignment of a spouse to another city or need to care for a close family member) shall receive a one-time lump sum, severance bonus of \$100.00 per year for each full year of service in Prairie-Hills Elementary School District, provided they give at least sixty (60) days' prior notice of their intention to resign. This amount shall not be due and owing until between thirty (30) and sixty (60) days after the certified staff member's final paycheck or final work day, whichever is later, and it is intended by the parties to be a lump sum, severance payment and non-creditable earnings under the Teachers' Retirement Service.

# ARTICLE XI - CERTIFIED STAFF MEMBER WORK YEAR

### A. CERTIFIED STAFF MEMBER WORK YEAR

- 1. The Board shall develop a school calendar in accordance with state statutes and other state requirements. The Association may submit its ideas and concerns for consideration by the Board, in writing, to the Board prior to final adoption of the school calendar.
- 2. The certified staff member work year will be one hundred eighty (180) days. Certified staff member on leave without pay shall be docked 1/180 of the certified staff member's annual pay rate. If a certified staff member resigns or terminates his/her employment prior to the end of the school year, the numerator shall be the number of days remaining in the certified staff member's 180-day contract.
- 3. Certified staff will not be required to work on the following holidays: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King's Birthday, Presidents' Day, Casimir Pulaski Day, and Memorial Day. If a holiday falls on a weekend, the Superintendent shall determine when the holiday will be observed and notify certified staff as soon as practicable.

# B. CERTIFIED STAFF MEMBER WORKDAY

Certified staff understand that their workday consists of the time required to complete their professional duties, which may include supervisory assignments. Principals shall make reasonable efforts to avoid scheduling supervisory assignments before and after school so that such time may be used for classroom preparation. The certified staff's normal workday will be seven (7) hours, including a thirty (30)-minute, duty-free lunch.

# C. PLANNING TIME

At the elementary level, the workday does not include a guaranteed daily planning period. However, during each normal school week, the certified staff will be guaranteed two and one-half (2 1/2) hours of planning time based on the individual building schedules. Any scheduled planning time shall not be less than thirty (30) minutes in length, unless necessitated by operational or academic program restrictions, in which case an amendment signed by both parties would need to be effected. The planning time will be during the normal student attendance day. The building administration will make an effort to avoid scheduling meetings during the planning time. If it becomes necessary to schedule a meeting during the planning time, the principal will consult with the certified staff member(s), if possible, to determine a mutually agreeable time.

# D. ATTENDANCE BEYOND THE NORMAL SCHOOL DAY

Attendance beyond the normal school day shall be mandatory for one (1) Meet-the-Certified staff member Night, Fall and Spring Parent-Certified staff member conference sessions, and any emergency meeting called by the principal, Superintendent, or Board. All other attendance beyond the normal school day will not be mandatory. However, certified staff's attendance at and participation in school functions shall be an appropriate consideration in yearly evaluations.

# E. CERTIFIED STAFF MEMBER RECORD DAY

One (1) certified staff member Record Day shall be held near the week following the close of the first, second, and third quarters. An additional records day will be held on or about five days prior to the last day of student attendance. On such days, students shall have early dismissal at whatever time fulfills the minimum daily attendance requirement as determined by the Illinois State Board of Education.

# F. NON-CLASSROOM RELATED ACTIVITIES

The Board of Education agrees to pay one certified staff member, per two regular education classrooms in the lunch room, extra duty compensation for working in the lunchroom. Certified staff will be paid during 2012-13: \$28.00; 2013-14: \$29 and 2014-15: \$30 an hour and will be required to work an additional one-half (1/2) hour workday beyond the normal seven (7) hour workday if the work is done other than during duty-free time. The certified staff must work the required one-half (1/2) hour on the same day as the lunchroom duty, or the payment is forfeited, unless other arrangements are approved by the building administrator or designee. Certified staff will not receive extraduty compensation for lunchroom duty when lunchroom duty is part of the certified staff member's regular assignment. The administration will seek to use volunteer certified staff in the lunchroom for supervisory purposes whenever possible but reserves the right to assign certified staff this paid responsibility, on a rotating basis, as needed.

# G. TRAVELING CERTIFIED STAFF MEMBER TIME

The daily schedule of traveling certified staff shall include adequate time for traveling between sites in addition to normal preparation time.

# H. NOTIFICATION OF ASSIGNMENTS

Certified staff will be given tentative assignments within two (2) days of annual Board meeting at which staffing plan has been approved or by the end of the preceding year, whichever is earlier. However, the Board reserves the right to change certified staff's assignments thereafter if a vacancy occurs, enrollment figures necessitate a change, or the change is necessary to meet operational needs. If a reassignment is due to an operational need of the District, that need will be stated in writing, if requested by the certified staff member, within seven (7) days of the last student attendance day. If a change of assignment is made after June 30, the District shall determine reassignments and promptly notify the certified staff member not later than seven (7) days after the decision. A certified staff member so reassigned may resign if such assignment is not acceptable to him/her. To be effective, said resignation must be in writing and delivered by hand to the District Office, to the attention of the Superintendent, within seventy-two (72) hours of notification of the proposed The certified staff member must have a signed acknowledgment, specifying date and time received, executed by either the Superintendent or an office secretary acknowledging receipt of the resignation. Nothing in this paragraph abrogates the rights afforded to certified staff under Section 24-14 of the Illinois School Code. Staffing changes involving grade level assignments or room location changes within the building shall not be grievable, provided such changes have not been made in an arbitrary, capricious, or discriminating manner. Upon request, a certified staff member shall be provided the reasons for such change. The certified staff member will be provided an opportunity to meet with the Superintendent or designee to discuss such changes. To the extent possible, a materials and supply allowance will be made available during the first year of any grade level change. Assistance in relocating will be given the certified staff member.

# I. STAFF MEETINGS

The Association and the Board agree that staff meetings are necessary. Certified staff recognize that attendance at staff meetings is mandatory and part of their professional duties. Staff meetings not to exceed one (1) per week will generally be held immediately before or after the normal school day. The Employer shall endeavor to keep staff meetings within thirty (30) minutes or less in length. Reports from the committee representatives will be given at the beginning of the meeting. Whenever possible, at least two (2) days' notice of staff meetings will be given.

# J. STUDENT INFORMATION

Whenever possible, Certified staff will able to access tentative class lists prior to the first day of school. Lists will include student names and telephone numbers. Essential student medical information will be available in the building, as well as emergency information.

# K. PERIODIC EARLY RELEASE/DELAYED START SCHEDULE

When feasible, the Board of Education may develop a calendar that incorporates periodic early release/delayed start days for the purpose of curricular/instruction development, building-level planning, professional development programs, and/or district-wide planning. A committee consisting of at least two (2) representatives from the Association Executive Board, the Superintendent, or designee, and one building/administrator will review the calendar which includes such periodic early release/delayed start schedule before a recommendation is made for adoption by the Board of Education.

### L. CLASS SIZE

The Board will strive to maintain the following optimal class sizes and agrees to duly consider all reasonable options at its disposal to balance class sizes throughout the District, including, but not limited to the adjustment of school boundaries and enforcement of student residency requirements. If a class size exceeds the optimal (desired) size, the affected certified staff, unit leaders and administrators will promptly communicate and consider appropriate steps which may include such measures as deployment of paraprofessionals by grade level, transferring students or hiring additional certified staff.

OPTIMAL CLASS SIZE
21
24
26

Lab classes shall not exceed the number of workstations provided

By October 1 of each school year (and thereafter upon request), the Association will be provided a report on current class sizes by building and grade level.

# M. EMERGENCY/SNOW DAYS

The board and the Association are committed to the safety and well-being of all students and certified staff of the District. Therefore, the administration will endeavor to make decisions about the closing of school due to inclement weather, and to notify staff of its decision, as early as reasonably possible.

# N. STANDARD OF DRESS

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

# **Prohibited Clothing Items:**

Cut off, torn or frayed fabrics

Inappropriate logos, 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

### ARTICLE XII- INSURANCE

# A. HEALTH INSURANCE

- CERTIFIED STAFF COVERAGE The Board will offer certified staff a choice of health insurance plans. Certified staff may choose coverage under either a PPO or an HMO as described below. The Board agrees not to unilaterally reduce benefit levels. Certified staff will contribute the following amounts for single or family or dependent coverage each year:
  - . For HMO Blue Advantage coverage
    - Single 25%
    - Family or dependent 30%

- For HMO BCBS Illinois coverage
  - Single 24%
  - Family or dependent 28%
- For BCBS PPO coverage
  - Single 20%
  - Family or dependent 48%

Certified staff may not choose a health insurance option for dependent coverage different from their own health insurance.

- 2. Certified staff contributions for insurance coverage will be made through regular payroll deductions.
- 3. The parties agree to continue the current standing "Insurance Committee" established pursuant to Article II.C.7.(d). The Committee will regularly meet (in no event less than once each school year) to review and analyze the District's Major Medical Insurance Plan and to consider ways to reduce premiums and contain insurance costs. The Committee will work collaboratively with the District, the Business Manager and available human resources (such as the District's insurance consultants) to obtain information necessary to make decisions regarding possible changes and options to the Plan to contain premium costs. The Committee may, upon majority vote (and ensuing approval by the Board of Education and by the Unions) agree to change the Plan (including but not limited to changing Plan administrators, deductibles, co-pay levels, out-of-pocket limits, type of coverage, carriers) in order to reduce costs and premiums.

# B. TAX SHELTERED ANNUITY AND 403(B) SAVINGS PLAN

Certified staff 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. Certified staff 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 other 403(b) savings option. Certified staff who wishes to be enrolled in this plan must follow the District's procedures for choosing this option and for selecting the company to provide the annuity. Effective with the 2003-04 school year, the annuity company options for certified staff new to the District are limited to the following companies: ING, VALIC, AXA Equitable, Reliastar and Lincoln Investments. All other certified staff are encouraged to move their TSA's into one of these plans.

Annuity payments will commence within 20 days upon submitting all required paperwork to the bookkeeper. The annuity payment will continue until such time as the

certified staff member submits documentation to terminate the salary deferral or otherwise change the salary deferral amount. Certified staff who wish to be enrolled in this plan must follow the District's procedures for choosing this option and must select an investment provider identified in the District's 403(b) plan document.

# C. LIFE INSURANCE

The District, at its expense, shall provide a \$35,000 yearly term life insurance policy for all certified staff covered by this Agreement.

# D. OPTICAL INSURANCE

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

# ARTICLE XIII - CERTIFIED STAFF MEMBER COMPENSATION SCHEDULE

- A. The figures set forth in the attached schedules for school years 2012-2013, 2013-2014 and 2014-2015 (Appendix A) and all other monies to be paid by the Board to the certified staff member are the aggregate of (1) the basic sum the Board is to pay directly to the certified staff member, and (2) the nine percent (9%) Teachers' Retirement System "member contribution" applicable to the certified staff member which the Board is paying from its funds directly to the Teachers' Retirement System. Effective September 1, 1997, the District shall pay, on behalf of each certified staff member, an additional one-half percent (1/2%) of the certified staff member's salary directly to the Teachers' Retirement System, as payment for the certified staff member's required premium for retiree health care coverage under TRS.
  - 1. The above compensation schedule shall apply to the one hundred eighty (180) working days on the adopted school calendar.
  - 2. At the start of the 2012-13 school year the contract will contain BA, BA plus 15, MA, MA plus 15, and MA plus 30 lanes.
  - 3. All certified staff will be placed on the schedule at the appropriate column which reflects each certified staff member's educational experience.
  - 4. Any certified staff member who is "between lanes" at the start of the year, will continue to receive the \$30 or \$35 per credit hour stipend for the life of this agreement which he or she had earned by August 15, 2012 (see Article 13.A.2. of the 2009-12 Collective Bargaining Agreement) but will not earn any additional stipend monies for educational achievement until he or she earns enough credit hours to move to the next salary lane. Examples of being "between lanes" would be a certified staff member who

has earned her BA degree plus 9 additional credit hours, or a certified staff member who has earned his MA plus 22 additional credit hours beyond the MA.

- 5. For the first year of this Agreement, certified staff hired before August 15, 2012 will have until October 1, 2012 to provide transcripts and other evidence of course completion to the Superintendent's Office for horizontal movement on the schedule in the 2012-13 year. (Salary adjustments and retroactive pay increase to the start of the school year will be made for these certified staff members by November 15, 2012.) Thereafter, certified staff must submit transcripts and evidence of course completion on or before August 15<sup>th</sup> of each year for horizontal movement in that school year.
- 6. Certified staff must submit a completed "Coursework Approval Form" to the Superintendent's Office more than 30 school days (excluding holidays, breaks, and summer vacation) before the start of the course for the Superintendent to consider approving the coursework for horizontal movement on the salary schedule.
- 7. A one-time \$4,000 stipend will be awarded for completion of National Board Certification.
- B. No new certified staff member will be employed in this school district without proper certification.

# ARTICLE XIV- ADDITIONAL COMPENSATION

# A. EXTRA DUTY AND EXTRACURRICULAR SCHEDULE

All contractual extra duty pay shall be raised by 2.0%, 1.5% and 1.5% in the first, second and third years of this Agreement except that any mentoring stipends will not increase. The schedule of extra duty and extracurricular assignments, along with the respective rates of pay, is attached hereto as Appendix B. Payment for extra duties will be made twice annually, on March 15 for activities which are normally completed by that date, or June 15.

# B. TRAVEL PAY

A certified staff member who travels between two (2) or more buildings a day shall receive travel pay at the current IRS rate provided that the certified staff member provides documentation of such mileage. Payment for mileage will be made twice annually, in January and June.

# C. SECOND-IN-COMMAND

At schools which have no assistant (to the) administrator, a certified staff member who is appointed to act as principal-designee during a principal's absence from school shall receive an annual stipend of \$1,000.00. At schools which have a part-time assistant (to the) administrator, a certified staff member who is appointed to act as principal-designee during a principal's absence from school shall receive an annual stipend of \$500.00.

# D. WORKERS' COMPENSATION

A certified staff member injured on the job shall immediately report the injury to his/her supervisor. The injured certified staff member shall elect between the following two procedures in handling the Workers' Compensation payment, such election to be made within three (3) days of receipt of the first Workers' Compensation payment:

- 1. The certified staff member shall direct the Board to continue to pay the wages in full to the disabled certified staff member during any period Workers' Compensation makes payments to the certified staff member. In exchange, the certified staff member shall endorse any payments received for wages from Workers' Compensation to the District (aggregating two-thirds (2/3) of the regular wage), and shall have one-third (1/3) of a sick day deducted for each day of absence beyond the first three (3) days. Such procedure shall continue as long as unused sick days continue to be available.
- 2. In the alternative, the certified staff member may choose to forego wages from the District and receive only the Workers' Compensation with no deduction from sick leave.

# E. INTERNAL SUBSTITUTION

- 1. The Board shall endeavor to provide substitutes for absent certified staff. However, if a substitute cannot be obtained, District certified staff must cover classes for the absent certified staff member if required by the Administration. For purposes of this Agreement, "internal substitution" shall mean substitute coverage duties which meet the following:
  - (a) the certified staff member is required to cover a class of students who would normally be assigned to another certified staff member who is currently unavailable during such period, regardless of whether such coverage is in or out of the substitute certified staff member's classroom, and
  - (b) the substitution duties result in a loss of preparation time which is not made up within either the same school week, or the following

school week with the agreement of the substitute certified staff member.

Internal substitution duties shall be compensated at the rate during 2012-13: \$28.00; 2013-14: \$29 and 2014-15: \$30 per hour.

- 2. At the beginning of each school year, each building principal will compile an internal substitution list. Principals will inquire if there are any certified staff members that are willing to volunteer and acquire their times of availability. The internal substitution list will identify the certified staff volunteers for internal substitution first, followed by all other certified staff, and certified staff will be called upon on a rotating basis should no substitute or volunteer certified staff be available. The internal substitution list will be provided to the certified staff members each year by September 15<sup>th</sup>.
- 3. The District will no longer assign students of absent certified staff into other certified staff's classrooms.

# F. WORKSHOPS

Attendance beyond the normal workday to attend District sponsored workshops shall be compensated at the rate during 2012-13: \$28; 2013-14: \$29; 2014-15: \$30 per hour.

# G. SUMMER SCHOOL

Regularly appointed tenured Certified staff interested in teaching summer school will be given due consideration for summer school appointments. The parties recognize that while experience with the District is a relevant factor in making summer school appointments, other consideration are also relevant and the decision by the District in making such appointments will be final.

### AFTER SCHOOL

Regularly appointed Certified Staff interesting in teaching after-school will be give due consideration for after-school appointments. The parties recognize that will experience with the District is a relevant factor in making after-school appointments, other considerations are also relevant and the decision by the District in making such appointments will be final.

# ARTICLE XV - REDUCING AND REMOVING STAFF

# A. DEFINITION OF SENIORITY

Seniority is the length of the certified staff member's service within the bargaining unit starting with the first day on which duties are performed. Part-time service will be counted pro rata. The number of hours of college credit completed beyond the Bachelor's degree shall be used as a tie-breaker.

# B. SENIORITY LIST

On or before February 1 of each year, the District shall furnish to the Association President and post in each building, a seniority list categorized by positions, showing the seniority of each certified staff member who is qualified to hold any such positions. A certified staff member who disagrees with his/her placement on the list shall notify the Superintendent in writing within 30 days of posting of the list.

# C. NOTICE TO ASSOCIATION

If the Board decides that a reduction in the number of positions may be necessary, the Association shall be given written notice in a timely manner. Whenever reasonably possible, notices of non-renewal, layoff, transfer, or reassignment shall be issued in a discreet manner and not in the presence of students.

# D. RECALL /LAYOFF

Reduction in force and removal of certified staff shall be done in accordance with the *Illinois School Code*.

# ARTICLE XVI - ECONOMIC REOPENER

Upon not less than fifteen (15) days' written notice to the District, the Union may reopen the salary and insurance provisions of this Agreement for further negotiations only under the following limited circumstances:

- (a) the statutory tax cap limitation number (CPI-U) applicable to the District's property tax levy for any calendar year which, in whole or in part, runs concurrently with any year of this Agreement exceeds 4.5%; or
- (b) the Illinois legislature revises the current statutory structure for school funding, and said revision results in an increase in the aggregate revenues (state and local sources combined) of more than five percent (5%) to the District's Education Fund.

If legislation is enacted which increases the District's financial responsibilities in any way or which decreases its ability to generate or collect revenue from the State of Illinois or from its taxpayers, the Board may invoke this re-opener provision by giving written notice to the Union within one-hundred and twenty (120) calendar days of the passage of the legislation. (Such legislation would include, but not be limited to, enacting pension legislation which would increase the Board's contribution to teachers' pensions or to the Teachers' Retirement System, require the Board to increase its contributions for employees' health insurance, or to limit the Board's taxing authority in scope or amount.) The parties will meet as soon as practical thereafter to negotiate wages and insurance benefits.

# **ARTICLE XVII - LENGTH OF AGREEMENT**

Except as otherwise expressly stated herein, this Agreement shall be effective July 1, 2012, and continue in effect until June 30, 2015.

ARTICLE XVIII ACCEPTANCE

This Agreement is signed this	day of 2012.
IN WITNESS THEREOF:	
For the District 144 Education Association	For the Board of Education Prairie-Hills Elementary School District No. 144
President	President

# **APPENDIX A**

Prairie-Hills Elementary School District 144 Salary Schedule For School Year 2012-2013

	BA	BA+15	MA	MA+15	MA+30	Lane
1	36,907	37,357	40,290	40,815	41,290	
2	37,645	38,095	41,096	41,621	42,096	
3	38,691	39,141	42,141	42,666	43,141	
4	39,788	40,238	43,553	44,078	44,553	
5	40,991	41,441	44,860	45,385	45,860	
6	42,350	42,800	46,324	46,849	47,324	
7	44,493	44,943	48,519	49,044	49,519	
8	45,801	46,251	50,088	50,613	51,088	
9	47,370	47,820	51,605	52,130	52,605	
10	48,728	49,178	53,383	53,908	54,383	
11	50,088	50,538	55,056	55,581	56,056	
12	51,448	51,898	56,780	57,305	57,780	
13	52,807	53,257	58,506	59,031	59,506	
14	54,166	54,616	60,231	60,756	61,231	
15	55,526	55,976	61,905	62,430	62,905	
16	56,885	57,335	63,630	64,155	64,630	
17	58,245	58,695	65,355	65,880	66,355	
18	59,604	60,054	67,080	67,605	68,080	
19	61,800	62,250	69,329	69,854	70,329	
20			71,630	72,155	72,630	
Step						

Longevity: Teachers moving off the schedule for the first time will receive a 1.75%, 1.25% and 1.25% increase for FY13, FY14 and FY15 respectively over their prior year's base salary.

Teachers already receiving longevity pay will receive a 1.75%, 1.25% and 1.25% increase for the FY13, FY14 and FY15 respectively over their prior year's base salary.

Base salary is the salary reflected on the prior year's salary schedule, or for those off the schedule the prior year's salary including longevity pay but excludes all other pay such as pay for extra duties, stipends or educational hours or achievement.

	DΛ	DA . 1 F	N 4 A	NAA . 1 F	N4A + 2O	Lone
	<u>BA</u>	BA+15	<u>MA</u>	MA+15	MA+30	Lane
1	36,907	37,357	40,290	40,815	41,290	
2	37,461	37,911	40,894	41,419	41,894	
3	38,210	38,660	41,712	42,237	42,712	
4	39,271	39,721	42,773	43,298	43,773	
5	40,385	40,835	44,206	44,731	45,206	
6	41,606	42,056	45,532	46,057	46,532	
7	42,986	43,436	47,019	47,544	48,019	
8	45,161	45,611	49,247	49,772	50,247	
9	46,488	46,938	50,839	51,364	51,839	
10	48,080	48,530	52,379	52,904	53,379	
11	49,459	49,909	54,183	54,708	55,183	
12	50,839	51,289	55,881	56,406	56,881	
13	52,219	52,669	57,632	58,157	58,632	
14	53,600	54,050	59,384	59,909	60,384	
15	54,979	55,429	61,134	61,659	62,134	
16	56,359	56,809	62,833	63,358	63,833	
17	57,739	58,189	64,584	65,109	65,584	
18	59,119	59,569	66,336	66,861	67,336	
19	60,498	60,948	68,087	68,612	69,087	
20			70,369	70,894	71,369	
Step						

Longevity: Teachers moving off the schedule for the first time will receive a 1.75%, 1.25% and 1.25% increase for FY13, FY14 and FY15 respectively over their prior year's base salary.

Teachers already receiving longevity pay will receive a 1.75%, 1.25% and 1.25% increase for the FY13, FY14 and FY15 respectively over their prior year's base salary.

Base salary is the salary reflected on the prior year's salary schedule, or for those off the schedule the prior year's salary including longevity pay but excludes all other pay such as pay for extra duties, stipends or educational hours or achievement.

	BA	BA+15	MA	MA+15	MA+30	Lane
1	36,907	37,357	40,290	40,815	41,290	
2	37,461	37,911	40,894	41,419	41,894	
3	38,023	38,473	41,508	42,033	42,508	
4	38,783	39,233	42,338	42,863	43,338	
5	39,860	40,310	43,415	43,940	44,415	
6	40,991	41,441	44,869	45,394	45,869	
7	42,230	42,680	46,215	46,740	47,215	
8	43,630	44,080	47,724	48,249	48,724	
9	45,838	46,288	49,986	50,511	50,986	
10	47,185	47,635	51,602	52,127	52,602	
11	48,802	49,252	53,165	53,690	54,165	
12	50,201	50,651	54,996	55,521	55,996	
13	51,602	52,052	56,720	57,245	57,720	
14	53,003	53,453	58,497	59,022	59,497	
15	54,404	54,854	60,275	60,800	61,275	
16	55,803	56,253	62,051	62,576	63,051	
17	57,204	57,654	63,776	64,301	64,776	
18	58,605	59,055	65,553	66,078	66,553	
19	60,006	60,456	67,331	67,856	68,331	
20			69,108	69,633	70,108	
Step						

Longevity: Teachers moving off the schedule for the first time will receive a 1.75%, 1.25% and 1.25% increase for FY13, FY14 and FY15 respectively over their prior year's base salary.

Teachers already receiving longevity pay will receive a 1.75%, 1.25% and 1.25% increase for the FY13, FY14 and FY15 respectively over their prior year's base salary.

Base salary is the salary reflected on the prior year's salary schedule, or for those off the schedule the prior year's salary including longevity pay but excludes all other pay such as pay for extra duties, stipends or educational hours or achievement.

**APPENDIX B**EXTRA DUTY ASSIGNMENTS

**ACTIVITY** COMPENSATION

EFFECTIVE DATE	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>
JUNIOR HIGH:			
Student Council	1,826	1,853	1,881
Cheerleading	1,887	1,915	1,944
Basketball	3,269	3,318	3,368
Volleyball	3,172	3,220	3,268
National Honor Society	1,826	1,853	1,881
Year Book	1,688	1,713	1,739
Team Leader/ Department Leader	1,301	1,320	1,340
Mentor(per protégé without/with experience)	510/255	517/259	525/262
Intern Supervision	944	958	972
Elem. Student Council	969	984	998
Chorus	1,219	1,237	1,256
Beginning Band	1,489	1,512	1,534
Additional Band Duties	459	466	473
District Music Chairperson	1,295	1,315	1,335
Building Gifted Coordinator With certification Without certification	882 342	896 347	909 352

When staff members share an extra duty assignment, the stipend for that assignment will be divided equally and paid to each sponsor