
**THE UNITED SUPPORT STAFF
PEORIA IEA/NEA-HOME FACILITATORS UNION
and
THE BOARD of EDUCATION, CITY of PEORIA,
SCHOOL DISTRICT NO. 150
2011-2013**

BOARD OF EDUCATION

Rev. Linda Butler, President
Chris Crawford, Vice President
Rick Cloyd
Lynne Costic
Laura Petelle
Martha Ross
Debbie Wolfmeyer

ADMINISTRATION

Grenita Lathan
Superintendent

Teri Dunn
Director of Human Resources

David Kinney
Comptroller/Treasurer

AGREEMENT
BETWEEN

THE UNITED SUPPORT STAFF OF PEORIA IEA/NEA-
HOME FACILITATORS UNION

And

THE BOARD OF EDUCATION OF THE CITY OF PEORIA

ARTICLE I
RECOGNITION

- 1.1 THE BOARD OF EDUCATION OF THE CITY OF PEORIA, DISTRICT NO. 150, hereinafter referred to as the “BOARD,” recognizes the UNITED SUPPORT STAFF OF PEORIA IEA/NEA—HOME FACILITATORS UNION, hereinafter referred to as “UNION,” as the exclusive bargaining agent for the following job classifications: full and regular part-time Home Facilitators and Community Aides.
- 1.2 Managerial, supervisory, confidential, short term and student employees are excluded from the bargaining unit.

ARTICLE 2
NEGOTIATIONS PROCEDURES

- 2.1 **General** – This part of the Agreement spells out the negotiations process between the UNION and the BOARD on those topics of “Scope of Negotiations.”

The BOARD shall not be required to bargain over matters of inherent managerial policy, which shall include but not be limited to such areas of discretion or policy as the functions of the BOARD, standards of service, its overall budget, the organizational structure, and selection of new employees and direction of employees. The BOARD, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by UNION representatives.

- 2.2 **Duty to Bargain** – The BOARD and the UNION have the authority and duty to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, and to execute a written contract incorporating any agreement reached by the parties.
- 2.3 **Negotiations Communication** – All requests for communication with the BOARD shall be channeled through the Director of Human Resources or his/her designated representative, and requests to the UINON shall be made through the Director of Human Resources or his/her designated representative to the President of the UNION or his/her designated representative.

- 2.4 **Scope of Negotiations** – The UNION and the BOARD agree that negotiations in good faith shall encompass the following: salary, fringe benefits, hours of work, and terms and conditions of employment.
- 2.5 **Power to Negotiate** – It is the mutual responsibility of the BOARD and UNION to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, and to reach tentative agreement which shall be submitted to the BOARD and UNION for ratification.
- 2.6 **Negotiation Team Membership** – Each party to negotiations shall select its individual negotiating representatives provided that the BOARD shall not select a staff member, as herein defined, as its representative. The size of each negotiating team shall be limited to seven members
- 2.7 **Meetings** – If negotiations are requested by either party on items specified in this Agreement, such negotiations shall begin no later than 30 days from the request to bargain, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties. Unless both parties consent, negotiations are not to begin before May 1.
- Facts, options, and proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on items defined as negotiable in this Agreement.
- 2.8 **Tentative Agreements** – During negotiations, tentatively agreed upon material shall be prepared for the BOARD and the UNION and initialed prior to the adjournment of the meeting at which such agreement was reached, or at the next meeting.
- 2.9 **Final Approval** – When the UNION and the BOARD reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the members of the UNION for ratification and the BOARD for approval.
- 2.10 **Declaration of Impasse** – If agreement is not reached on all items listed in the :”Scope of Negotiations”, Paragraph 2.4, prior to August 1, either party may declare to the other in writing that an impasse exists and call for a mediator, under the rules and regulations pertaining to mediation in the Illinois Educational Labor Relations act.
- 2.11 **Impasse Procedures** – When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall have the authority to confer separately or jointly with the parties, review pertinent data and make suggestions and recommendations for settlement, provided that the mediator shall not make public the findings of fact or the recommended terms of settlement.
- 2.12 **Written Report by Mediator** – The mediator shall not issue a written report of any kind unless both parties agree to such a report.

ARTICLE 3
NON-DISCRIMINATION

- 3.1 Neither the BOARD nor the UNION shall discriminate, interfere, restrain or coerce any employee because of union membership or union activity or because of a lack thereof.
- 3.2 Neither of the parties hereto shall discriminate against any employee on account of race, color, religion, national origin, sex, age, physical and/or mental handicap, political affiliation or belief, marital status, sexual orientation, military status, or unfavorable discharge from military service.

ARTICLE 4
UNION SECURITY

- 4.1 **Dues Deduction** – The professional dues of union members may be deducted by the Payroll Department in accordance with the following stipulation. Payroll deductions shall be available to members of the union providing the union member shall give written consent for such deduction to the Payroll Department at least 21 days prior to the date of the first annual scheduled payroll deduction. Written consent for dues deductions at a time subsequent to the first annual scheduled payroll deduction shall be at least 10 days prior to the date of any subsequent deduction date.
- 4.2 **Number of Deductions** – The dues shall be deducted in an equal amount from the successive payroll checks remaining in the school year and ending with the twentieth payroll check for that school year.
- 4.3 **Responsibility** – The UNION shall be responsible that the dollar amount to be deducted for each applicant is the accurate figure reported for its organization. The UNION agrees to indemnify the BOARD from claims arising from its organization using funds for political action.
- 4.4 **Voluntary Membership** – A staff member shall be entirely free to join or to abstain from joining the UNION and to have complete freedom to participate or not participate in the payroll deduction plan.
- 4.5 **Continuing Authorization** – A UNION member shall give written consent for the deduction of professional organization dues. This authorization shall remain in effect from year to year until cancelled by the participating staff member. The Payroll Department shall be informed by the UNION of the amount to be deducted for the affected year. The Payroll Department shall notify the UNION of any changes in UNION membership.
- 4.6.1 **Payment** – Payment shall be made to the UNION following each pay period in which deduction is in effect.
- 4.6.2 **Fair Share**
- A. All employees covered by this Agreement who are not members of the UNION, commencing on the effective date of this Agreement, or upon their initial

employment, and continuing during the term of this Agreement, and so long as they remain non-members of the UNION, shall pay to the UNION each month their fair share of the costs of the services rendered by the UNION that are chargeable to non-members under state and federal law; provided that no less than 75% of the bargaining unit joins the UNION.

- B. The UNION shall certify to the BOARD a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.
- C. Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the non-member employees and remitted to the UNION within ten (10) work days of said deduction unless required to remit a fee to the Labor Board for escrow.
- D. The BOARD shall cooperate with the UNION to ascertain the names of all employee non-members of the UNION from whose earnings the fair share payments shall be deducted and their work locations and shall provide the UNION space to post a notice concerning fair share.
- E. The UNION and the BOARD shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.
- F. Upon adoption of any UNION internal appeal procedure, the UNION shall supply the BOARD with a copy. In addition, the UNION shall advise the BOARD of subsequent changes therein.
- G. The UNION shall indemnify and hold harmless the BOARD, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the UNION under any such provisions.
- H. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the UNION and the BOARD agree to convene negotiations on this immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.
- I. If, at any time, during the terms of this Agreement, UNION membership is less than 75% of the total number of employees in the bargaining unit, then this fair share provision shall be automatically deleted from the Agreement effective on the next July 1st anniversary date.

ARTICLE 5
PROFESSIONAL GRIEVANCE PROCEDURE

5.1 Definitions and Rules

- A. Definition: A grievance is any difference arising between District #150 and the UNION or any member of the bargaining unit with respect to the interpretation or application of the Agreement.
- B. All time limits herein shall consist of school days except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. School days for the purpose of the grievance procedure shall mean staff employment days.
- C. All grievance time limits shall be followed except by written mutual agreement between parties involved. Illness or other incapacity of the staff member shall be grounds for any necessary extension of the grievance time limits.
- D. The failure of the aggrieved person to act within the prescribed time limits will act as a bar to any further appeal. If no decision has been rendered within the time indicated within a step, then the grievance shall be processed to the next step.
- E. Every member of the bargaining unit covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual member of the bargaining unit, should he/she so elect, from presenting a grievance and having it adjusted without representation of the UNION, although the UNION shall have the right to be present to observe at all steps of the grievance procedure, and provided any such adjustment is consistent with the terms in this Agreement. In the event a grievance is filed so that sufficient time as indicated under all steps of the procedure cannot be provided before the last day of school and should it be necessary to pursue the grievance to all steps, then said grievance shall be resolved under the terms of this Agreement and this Article and not under the succeeding Agreement.

5.2 Procedure

Step #1

Within ten (10) working days of his/her knowledge of the occurrence, the grievance shall reduce the grievance to writing and present it to his/her immediate Principal/Supervisor. The Principal/Supervisor shall respond in writing by the end of the tenth (10) working days following the day the written grievance is presented. The Immediate Principal/Supervisor for the purposes of this procedure shall be that Principal/Supervisor with primary responsibility to resolve the grievance.

Step #2

If there is not a satisfactory resolution of the grievance at Step #1 or if the immediate Principal/Supervisor fails to respond within the specified time, the grievance shall be presented to the Superintendent or his/her designee. Such written grievance shall be submitted within ten (10) working days of the Principal/Supervisor's reply at Step #1 or, in the absence of such reply, within ten (10) working days of the date the reply was due.

The written grievance shall state the nature of the grievance, shall note the specific clauses(s) of the agreement allegedly violated and shall state the remedy requested.

Within ten (10) days after such written grievance is filed, the aggrieved, the representative of the aggrieved as desired, the Principal/Supervisor and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall make a decision within ten (10) days of the second step grievance meeting and communicate the decision and the reason for it in writing to the staff member and immediate Principal/Supervisor.

Step #3

Binding Arbitration: In the event that the grievance has not been satisfactorily resolved at Step #2 of the Grievance Procedure, upon request of the UNION and/or the grievant, the Superintendent or his/her designee and the UNION shall select the arbitrator from the Labor Mediation Roster maintained by the Illinois Educational Labor Relations Board. A panel of five (5) arbitrators shall be submitted to both the UNION and the Administration. If the Superintendent or his/her designee and the UNION are unable to agree upon one of the panel members to resolve the grievance, an arbitrator shall be chosen by each party alternately striking one name from the list until one name remains. The remaining name shall be the name of the arbitrator. The UNION shall strike the first name, the Superintendent or his/her designee shall strike the second name, etc. The proceedings before the arbitrator shall be closed to the public.

The arbitrator shall have authority only to interpret and apply the provisions of this Agreement and only to the extent necessary to decide the submitted grievance and shall not have authority to add to, detract from, or in any way alter the provisions of this Agreement in accordance with the Arbitration Rules and Procedures of the Illinois Uniform Arbitration Act (710 ILCS 5/1 et seq. 1992.) The decision of the arbitrator shall be binding on the parties.

Expenses for the Arbitrator's services shall be borne equally by the BOARD and the UNION.

Administration participation in the earlier levels of the grievance procedure shall not constitute a waiver of the defense that the dispute involves management prerogatives outside the scope of the Bargaining Agreement and therefore not subject to binding arbitration.

5.3 **No Reprisals Clause**

A staff member who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

5.4 **Hearings and Conferences**

- A. Hearings, conferences, and binding arbitration under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons involved to attend, including witnesses entitled to be present, and will be held, insofar as possible, after regular school hours or during non-working time of personnel involved. When such hearings and conferences are held (at the option of the Administration) during school hours, all of the staff members whose presence is required shall be excused, with pay, for that purpose.
- B. It is agreed that any investigation or other handling or processing of any grievance by the grievance staff member or union representative shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the staff members.

5.5 **Aggrieved Person Representation** – The BOARD acknowledges the right of a grievant’s representative to participate in the processing of a formal grievance at any level once the grievance is reduced to writing. No staff member shall be required to discuss any grievance if he/she desires the presence of a representative and the representative is not present.

5.6 **The First Step** – The first step may be waived by agreement of the grievant and the Director of Human Resources or his/her designee.

5.7 **Administration Cooperation** – The administration shall cooperate with the aggrieved person and his/her representative in any investigation of any formal grievance.

5.8 **Filing of Materials** – All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

5.9 **Grievance Withdrawal** – A grievance may be withdrawn at any level without establishing precedent.

5.10 **Individual Negotiations** – The employer will in no event negotiate individually with any employees, nor shall there be any bargaining agreement made other than this Agreement, unless same be made through duly authorized representatives of the Union.

ARTICLE 6
UNION RIGHTS

6.1 **Use of Bulletin Boards** – A UNION may use reasonable space on existing office bulletin board in each building the Facilitators have contact with.

The items posted by a UNION shall not be political, partisan or defamatory in nature. A UNION shall present the principal with a copy of all materials to be placed on the bulletin board.

- 6.2 **Union Contract** – New employees shall be provided a copy of the most current Agreement between the UNION and the BOARD.
- 6.3 **Union Business** – The UNION shall be allowed to meet with support staff members at break time, lunch time, or during the regular work day provided that such a meeting does not interfere with or disrupt regular work activity.
- Members of the Bargaining unit shall collectively be allowed a leave of absence for up to two (2) days to attend UNION conferences or seminars. The leave will be without loss of pay to the UNION member and the UNION shall reimburse the BOARD an amount equal to the cost of a substitute (if one is hired).
- 6.4 **Information Packets** – The Board Secretary shall provide an information packet to the President of the UNION prior to each school board meeting. Additionally, the Union, upon request, shall be provided pertinent information regarding names, addresses, and wage rates of the members of the bargaining unit.
- 6.5 **Job Descriptions** – UNION members may have copies of job descriptions and job requirements upon request.
- 6.6 **Personnel Files** – Employees shall have access to their personnel files on reasonable notice. An employee shall have the right to add an explanation or other statements to any evaluation, reprimand or written warning.
- 6.7 **Professional Development Meetings** – The members of the bargaining unit may schedule professional development meetings to be held at district facilities during their workday, subject to advance notice and the approval of the director of Human Resources. Without prior approval, no more than one one-hour meeting may be scheduled each month, up to nine meetings a year. Meetings may be extended due to programming needs.
- 6.8 The UNION agrees to indemnify, defend and save harmless the School District from any and all claims arising out of the use of the School mails to deliver UNION mail and announcements.

ARTICLE 7

SENIORITY/PROMOTIONS/TRANSFERS/LAYOFFS

- 7.1 **Unit Seniority** – Seniority with the Unit shall begin on the official date of full-time employment, as determined by BOARD action. If employees have the same bargaining unit seniority date, the person with the earlier District hire date shall be deemed to have greater seniority; in the event that employees have the same District hire date, the employee with the most post-secondary education shall have the greater seniority, provided that the employee with a formal post-secondary degree will be deemed to have greater seniority than an individual who has not attained a formal degree. A seniority list will be provided each year on or about February 1st. All seniority shall be computed on the basis of continuous service within the bargaining unit, except that when an employee has been granted an official leave of absence, he/she shall retain his/her seniority to that date. No seniority will accrue during a

leave of absence, but will resume when an employee returns from leave. An employee will not lose bargaining unit seniority if such employee accepts employment outside the bargaining unit for a period not to exceed two years. A probationary period of one (1) year shall be in effect for all new hires.

- 7.2 **Vacancy Notices** – The administration shall use every practical method to inform employees when vacancies exist. If any employee is interested in a particular transfer or promotion, he/she should make that interest known in writing to his/her immediate supervisor and to the Director of Human Resources or his/her designee. Present staff members will be given an interview if they apply for any vacancies which exist within the bargaining unit. No vacancy shall be filled until after a notice has been posted ten (10) school days, except in areas of demonstrated need. In the event that school is not in session, the notice of vacancy need only be posted for ten (10) calendar days.

7.3 **Transfers**

- A. Applications for transfer will be submitted to the building principal who in turn will forward them to the Director of Human Resources. During the summer months when school is not in session, applications may be submitted directly to the personnel office. Forms for applying for transfers may be obtained from the principal's office or the personnel office.
- B. All transfer applications will normally apply only to the subsequent school year. However, a transfer may be made at any time should it be deemed in the best interest of the school district.
- C. Transfer applications for the upcoming school year must be submitted no later than July 15, each year. These applications will remain in effect until the following October 1.
- D. It shall be the responsibility of the supervisory staff and the Director of Human Resources or his/her designee to evaluate each person being considered for a change in position, and to make a decision. It is incumbent upon them to make such decisions fairly and without favoritism.
- E. If a transfer is necessary due to a building closure, program change, or consolidation of buildings or programs, a bargaining unit member shall maintain his/her unit seniority. If the transferred employees does not adequately perform or does not meet the expectations of the building principal, the District has the right to involuntarily transfer the employee during the first school year after the initial transfer.

- 7.4 **Layoff/Recall** – Bargaining Unit Seniority is the only factor in determining layoffs and recall rights (1 year).

ARTICLE 8
DISCIPLINE

- 8.1 In the event of a suspension or discharge, the employee may file a grievance and have it processed in accordance with the Grievance Procedure. The UNION president will promptly receive a copy of the discharge notice whenever any employee with the Unit is terminated. This Section (8.1) shall not apply to employees during the one (1) year probationary period. In addition, current employees shall be exempt from serving a probationary period.
- 8.2 In the event of any reprimand or record to any employee covered by this Agreement, any employee involved shall be given a copy of the reprimand as well as a copy of any documents which are placed in any file maintained by the Employer for personnel or other purposes, and shall be given an opportunity to present a written statement of position to the Employer and to have same placed in the employee's personnel file.
- 8.3 From the effective date of this Agreement, no entry subsequent to employment pertaining to job performance shall be placed in an employee's file without his/her knowledge and his/her right to reply. When an employee exercises his/her right of reply, the reply shall be placed in the employee's file.
- 8.4 Employees shall have the right to UNION representation at any conferences regarding allegations of misconduct. Disciplinary action shall remain confidential except for BOARD resolutions regarding termination of employment.

ARTICLE 9
JOINING OR NOT JOINING ANY LAWFUL ORGANIZATIONS

No principal, superintendent, or other administrative employee of this BOARD shall use his/her official position, directly or indirectly, to influence, coerce or otherwise interfere with the inalienable rights of employees of the BOARD to join, or not join, any lawful organization.

ARTICLE 10
JURY DUTY

The BOARD shall pay the regular salary to employees called to serve as jurists or subpoenaed to appear before legal and quasi-legal review panels as witnesses. The employee shall remit to the District any per diem expenses received as part of such service, excluding transportation allowances which are paid as part of such service.

ARTICLE 11
ADVANCED STUDY/WORKSHOPS/CONFERENCES

Personnel shall be encouraged to enroll in advanced training courses whenever such additional training will be beneficial to the operation of the school system. Such courses must be approved in advance by the building principal/supervisor and the Human Resources office.

Personnel enrolled in District 150's adult education courses shall be eligible for a full tuition refund after satisfactorily completing such specialized courses.

In addition, personnel who enroll at accredited institutions of higher education shall be eligible for a tuition refund comparable to professional credit refunds granted to certificated personnel after satisfactorily completing such specialized courses, provided such study has been approved in advance by the Director of Human Resources.

Tuition Reimbursement – staff members shall be reimbursed the cost of tuition subject to the following conditions and limitations:

1. Prior written approval for tuition reimbursement from the Director of Human Resources is required.
2. Staff members must be in good standing with the District and not on leave from their jobs.
3. Requests shall be in writing and shall state the course name and number, summary of the course, name of college or institution offering the course, number of semester hours of credit, an explanation of how the course promotes professional development and will enhance job performance, together with such additional information as may be reasonably requested.
4. Staff members seeking course approval must indicate in writing their intent of remaining a full-time staff member in Peoria Public School District #150 for a minimum of one complete school year after earning tuition reimbursement.
5. Courses must be taken at a NCATE or North Central, the Higher Learning Commission accredited college or university.
6. The course must be successfully completed with a grade of "C" or better.
7. The course must lead to a degree in the field of education or in a subject matter area appropriate for non-certified positions in the District, or certification in an area of emphasis within the District. The Director of Human Resources in the exercise of his/her discretion must determine that the class will contribute in a meaningful way toward professional development and enhance job performance.
8. The Director of Human Resources may deny approval for compressed courses, on-line delivery, CD-ROM, video or correspondence courses if the Director is not convinced the course has sufficient rigor to warrant approval.
9. Participation in the course may not interfere with performance of the staff member's work duties.
10. Staff members may not receive any reimbursement for more than twelve (12) semester hours of credit in any given year commencing with the summer semester course work as posted on the college transcript(s). Courses for which the employee receives no

tuition reimbursement may, however, at the discretion of the Director of Human Resources be approved for lane change, providing written approval is obtained prior to the employee taking the course and all the criteria set forth in this section are met.

11. Tuition will be reimbursed for no more than three approved hours per year up to an amount equal to the per hour rate currently charged by Illinois State University but shall not in any case exceed the actual tuition charged by the school attended. If the class for which an employee is seeking reimbursement is offered at Illinois Central College, the District will only reimburse the employee at the Illinois Central College rate. For approved hours in excess of three hours per year, the rate of reimbursement shall be the lesser of 70% of the Illinois State University rate or the actual tuition charged.
12. No more than six (6) hours will be approved per school semester and no more than nine (9) hours for the summer, but shall not in any case exceed a total of twelve (12) semester hours as stated in number ten.
13. The Board will not reimburse tuition at the contracted rate for approved courses for honorably dismissed home school facilitators who are issued a notice of non-renewal unless they return to work in a full-time position covered by a collective bargaining agreement that includes a tuition reimbursement benefit no later than the first school board meeting in January of the following year.
14. All bargaining unit members must submit a transcript and provide a receipt documenting payment of tuition for approved courses in order to receive reimbursement of tuition at the contracted rate.

Approval or disapproval of tuition reimbursement requests shall be in writing. Request forms shall be available from building principals and the Director of Human Resources. The form shall be designed to solicit all required information and the applicant's declaration of intent to remain at the District for at least one year. Staff members and their Union representative shall be afforded the opportunity to present rationale for why any course denied should be approved to the Director of Human Resources. Reimbursements to staff members for prior approved classes shall be paid within sixty (60) days after all required documentation has been received by the Director of Human Resources.

Approved in-service workshop/conference attendance will not be charged as vacation or sick days.

ARTICLE 12

RETIREMENT COMPENSATION

- 12.1 District 150 will pay upon retirement a cash bonus in the amount of forty percent (40%) of accumulated sick leave days not to exceed 260 days. Such compensation shall also be available in case of death of an employee to the widow, widower, or dependent children. In the case of a single employee such compensation is available to his/her dependent parents. Up to sixty percent (60%) of accumulated sick leave days may be used for "creditable service" under 40 ILCS 5/7-101, et seq. [IMRF].

12.2 **Early Retirement Incentive** – The employee will pay 50% of the Health Care Premium and the District will pay 50% of the Health Care Premium for the employee for those meeting one of the following eligibilities:

- A. 30 years of experience at age 55 through 59
- B. 20 years of experience at age 60 through 62
- C. 15 years of experience at age 63 to 65
- D. At age 65 the District will not cover the Health Care Premium for retirees. They will be covered by Medicare.

12.3 Provided no lapse in coverage has occurred, retired employees may continue with the Dental and Vision insurance at their own cost.

12.4 A surviving spouse of a retired employee may continue in the group insurance program to age 65 provided that he/she pays the full premium.

ARTICLE 13 **TAX DEFERRED ANNUITY PROGRAM**

There shall be made available to all regular full-time employees, by payroll deductions, the Tax Deferred Annuity contracts issued by any company which has been approved to do business in the State of Illinois, except that no contact may be made with any employee during regular working hours, nor in school buildings nor on school property, and provided further that no school facilities shall be used for the distribution of literature or materials, and that the administration be authorized to establish such administrative regulations as are deemed necessary for the efficient administration of this program.

ARTICLE 14 **FLEXIBLE BENEFIT ACCOUNT**

The District shall make available a flexible benefit account to all full-time employees eligible for participation in the school district insurance program. The annual date of the Flexible Benefit Account shall be from January 1st through the following December 31st.

ARTICLE 15 **TAX SHELTERED RETIREMENT**

In accordance with the Illinois Pension Code, the Illinois Municipal Retirement Fund member contributions are not to be considered as taxable wages when computing federal or state income tax withholding.

ARTICLE 16
GROUP HOSPITALIZATION, MEDICAL AND DENTAL INSURANCE

- 16.1 Eighty percent (80%) of the cost of group hospital and medical insurance coverage for regular, full-time staff members and their dependents, if requested, will be paid by the District through December 31, 2011. Thereafter and continuing through June 30, 2013, the District shall pay eighty percent (80%) of the premium cost based on the premiums in effect in the month of December 2011, and the parties will share equally (50%-50%) any increased costs in premiums, computed on an annual basis, provided that members covered by this Agreement shall not be subject to more than a 15% increase (e.g. 50% of a 30% increase) in premium costs in a single plan year. Staff members meeting IMRF retirement qualification may opt to participate in the District's group hospitalization, surgical and major medical insurance program at their own expense and at the District's group rate until they become eligible for Medicare. Precertification requirements, penalties, co-payments, deductibles, etc., are covered within the Employee's Selected Plan. Employees should refer to their individual plan requirements. Dependent coverage shall extend to age 19 years, unless the dependent is a full-time student and then eligibility shall be extended to age 26 years. Increases in insurance premiums for subsequent years will be based on underwriting experience.
- 16.2 Eighty percent (80%) of group dental insurance coverage for regular, full-time staff members and their dependents if requested will be paid by the District. Such coverage shall require a \$50 deductible per person, to a maximum claim limit of \$1,000 per person. The parties agree that regular, full-time staff members need not be enrolled in the medical insurance program under this Article to receive dental insurance benefits, and that dental insurance benefits include dependent coverage.

ARTICLE 17
GROUP LIFE INSURANCE

All regular, full-time employees will be insured at BOARD expense for \$25,000 of group term life insurance. In addition, the BOARD shall allow, subject to acceptance by the insurance company, each regular, full-time employee to purchase additional life insurance. The additional coverage shall be purchased at a group rate and may be purchased in \$5,000 increments to a maximum additional coverage of \$100,000.

ARTICLE 18
SICK LEAVE

- 18.1 Each full-time employee working less than twelve months shall be credited with a sick leave reserve of twelve days of full pay for each year of eligible service in the Peoria Public Schools. Such sick leave reserve may accumulate to a maximum of 260 days, provided, however, that days which are accumulated in excess of 240 days shall be used only in the year of retirement for purposes of (a) extended illnesses, or (b) creditable service under Public Act 84-812. If a full-time employee has accumulated more than 23 and less than 72 sick leave days prior to the commencement of any school year and during such year has

- exhausted all accumulated sick leave, then such employee may use up to three additional sick leave days in that school year.
- 18.2 Any employee who is appointed after the opening day of the normal working year shall be credited with one day of sick leave for each full month left in the normal working year.
- 18.3 Each year at the beginning of an employee's term of employment, he/she shall have immediately available for use his/her entire sick leave reserve for that year as defined above, except that newly appointed employees must report for duty before being eligible for sick leave.
- 18.4 **Extended Sick Leave Benefits**
- A. After employees have exhausted their regular sick leave reserves, they may apply for disability benefits provided by the District through the Illinois Municipal Retirement Fund and receive one-half of their regular rates of pay which they are receiving at the date of disability, subject to the regulations governing IMRF.
- B. If disability occurs during the first year of employment and after regular sick leave benefits are exhausted, employees may receive one-half pay until they become eligible for disability benefits through the Illinois Municipal Retirement Fund, provided that in no case will the extended benefits be for more than 45 days.
- 18.5 Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the employee's immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and legal guardians.
- 18.6 Sick leave shall not be debited for legal holidays or vacations.
- 18.7 In cases of continuous illness where an employee received compensation because of accumulative sick leave, a physician's or practitioner's certificate shall be submitted to the Human Resources Department, if the employee is absent for more than ten days. A physician's certificate may be required as deemed necessary in other cases.
- 18.8 No employee shall lose his/her accumulated allowance of unused days of sick leave by reason of having been on leave of absence or because of service in the Armed forces of the United States.
- 18.9 All sick leave shall be computed on an hourly basis. If an employee qualifies for loss of time benefits under worker's Compensation, Items 18.10 and 18.11 will apply.
- 18.10 Absence up to 90 days per year due to injury from an assault and battery sustained while on duty as an employee of District 150 shall not be deducted from the employee's sick leave. During this period, the BOARD shall pay the employee's full salary.

- 18.11 If an employee receives Worker’s Compensation for loss of time while receiving full salary from the District, such compensation shall be endorsed or remitted to the District.
- 18.12 A full-time employee may use as many as five days of accumulated sick leave upon his/her adoption of a child or upon the birth of a child of which he is the father.
- 18.13 **Funeral Leave** – A staff member may have up to three (3) days leave with pay to attend the funeral of a parent, spouse, sibling, child, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, or legal guardian.

Sick leave will not be charged for Funeral Leave and a staff member would be permitted up to fifteen (15) days sick leave (from available sick leave) if they were not able to return to work due to the death of a spouse, child or parent.

ARTICLE 19
SALARY AND REGULATIONS

- 19.1 The salary schedules for Home Facilitators are set forth in Appendix A. New employees may be given one step on the salary schedule for two years of similar outside experience. The maximum entrance salary will be at step two. There will be no step or lane movement for the 2011-2012 school year. All Home School Facilitators will be given one step effective with the 2012-2013 school year and lane movement if applicable to that employee.

19.2 **Home Facilitators Personnel**

- A. The following formula shall be used for computing the salary of Home Facilitators personnel employed 180 working days a year:

$$\frac{\text{Annual Salary}}{180 \text{ days}} \times \text{No. of working days worked in Fiscal year} = \text{Amount earned by employee for partial year service}$$

- B. The following formula shall be used for computing salary deductions for absences for which personnel are not to be paid:

$$\frac{\text{Annual Salary}}{180 \text{ days}} \times \text{No. of working days absent} = \text{Amount to be deducted.}$$

- C. During the term of this Agreement, the standard work year for employees covered by this Agreement shall be 180 days. If an employee covered by this Agreement works one or more additional days at the request of the employer, that employee will be paid 1/180th or each full day of work in excess of 180 days. However, if an employee is required to attend an in-service program which is conducted outside of normal working hours, the rate of pay for attendance at any mandatory in-service program shall be \$12.00 per hour. The Board reserves the right to flex or adjust the schedule of a home school facilitator for up to three work days per year to meet the individual starting and ending needs of the school.

- D. Employees shall be paid on a schedule of 26 pay periods and those payments shall be made electronically.
- 19.3 The regular school day shall be six (6) hours and thirty (30) minutes; seven hours with one-half hour duty-free lunch.
- 19.4 Bargaining Unit Members may supervise students, but may not instruct students. Any member who supervises students as an “extra duty” (voluntary assignment), will be paid at the applicable rate for such duty and will not be entitled to overtime.

ARTICLE 20
FAMILY AND MEDICAL LEAVE

- 20.1 All terms used in this Section have the meaning as they are defined and used in the “Family and Medical Leave Act of 1993” [PL 103-3] or any regulations promulgated there under.
- 20.2 Full-time staff members are “Eligible employees” who are entitled to a total of twelve (12) work week’s unpaid leave during any twelve-month period for one or more of the following reasons:
 - a. The birth of a child of the employee and to care for the child [expires twelve (12) months after birth];
 - b. The placement of a child with an employee for adoption or foster care [expires twelve (12) months after placement];
 - c. To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition;
 - d. An employee is unable to perform the function of the position because of the employee’s own serious health condition.
- 20.3 Leave taken for the birth or placement of a child cannot be taken intermittently or on a reduced leave schedule. Employees seeking intermittent or reduced leave based on a planned medical treatment are required to provide to the Director of Human Resources or his designee a medical certification outlining the dates on which treatment is expected and the duration of the treatment. The employee must also comply with the notice requirements of paragraph 4 below.
- 20.4 All requests for leave due to a serious health condition shall include a certification issued by a health care provider. The certification must include:
 - a. The date the condition began;
 - b. Its probable duration;
 - c. Appropriate medical facts;

- d. A statement that the employee is unable to perform the job function or that the employee is needed to care for a family member with a serious medical condition for a specific time.

20.5 The District may require the employee to obtain the opinion of a second health care provider designated by the District, and to be paid for by the District. In the event of a conflict between the first and second opinions, the District may, again at its expense, obtain a third opinion from a health care provider approved jointly by the District and the employee, and this opinion will be final and binding.

The District may require that an eligible employee obtain subsequent recertifications.

20.6 An eligible employee returning from leave has the right to be returned to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

20.7 An eligible employee will retain all accrued benefits while on leave, however, no other benefits will accrue during the period of the leave.

In addition to any remedies provided by law, if the employee fails to return from leave for a reason other than a serious health condition that would entitle the employee to a continuation of leave or other circumstances beyond the employee's control, the employee must reimburse the District for all premiums it has paid for maintaining the health plan coverage during the period of leave. This "serious health condition" must be evidenced by a timely certification from the appropriate health care provider provided to the Director of Human Resources, which must include the points of paragraph 20.4 c and d above.

20.8 Should there be a miscarriage, or should the death of the child occur within the period of leave, the employee may, in writing, request early reinstatement. Should a position become available for which the employee is qualified, the employee shall be offered reinstatement to that position.

20.9 An employee who is pregnant may continue on active employment as late into her pregnancy as she desires, provided she is able to perform all of her essential functions.

20.10 An eligible employee must give notice to the District, in writing, to the Director of Human Resources at least thirty (30) days prior to the date on which the leave is to begin of their intent to take leave in cases of expected birth, placement of a son or daughter, or planned medical treatments. When circumstances require a leave to begin in less than thirty (30) days as with a premature birth, sudden changes in a serious health condition, or the availability of a child for placement, the eligible employee must give as much notice as is practicable.

ARTICLE 21
PARENTAL LEAVE

21.1 A full-time employee who has completed two consecutive school years of service from date of initial employment may elect to receive a leave of absence without pay for the purpose of childbearing or childrearing pursuant to the procedures outlined in Board Policy 4152.6

- 21.2 Should there be a miscarriage, or should the death of the child occur within the period of parental leave, the employee may, in writing, request early reinstatement. Should a position become available, the employee shall be reinstated providing there is a position for which he/she is qualified.
- 21.3 An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform all of her required functions.
- 21.4 A request to elect parental leave shall be made in writing to the Director of Human Resources at least thirty (30) days prior to the date on which the leave is to begin except in case of emergency. Parental leave shall begin prior to either the birth or adoption of a child. A physician's statement certifying pregnancy shall be submitted with such request.

ARTICLE 22
LEAVE OF ABSENCE WITHOUT PAY

- 22.1 Leave of Absence for twenty days or less:
- A. Request for leave of absence without pay shall be made in writing to the Director of Human Resources and routed through the building principal.
 - B. The Director of Human Resources may grant up to five days leave of absence without pay, and the Superintendent or his/her designee may grant up to twenty days after taking into consideration the following factors:
 - 1. The nature of the request.
 - 2. The recommendation of the building principal.
 - 3. The availability of a qualified substitute.
- 22.2 Leave of absence for more than twenty days: employees may be granted a leave of absence for twenty (20) days or more only by action of the BOARD based on the following conditions:
- A. Requests for leave shall be in writing and directed to the Director of Human Resources.
 - B. Eligibility shall be based on a minimum of two (2) years of continuous employment in the Peoria Public Schools.
 - C. All leaves of absence without pay shall be limited to one work year. Further extension shall be limited to one normal work year. Further extension shall be at the discretion of the BOARD. No leave shall be extended beyond two (2) years.

- D. Except for parental leave, all leaves without pay should commence at the beginning of a work year and reinstatement during the work year shall be at the discretion of the BOARD.
- E. Salary increments or steps on the salary schedule shall not accrue.
- F. Sick leave days shall not accrue, but unused sick leave held at the start of the leave shall be available upon reinstatement.
- G. Written notice of intention to either return or resign shall be given by the employee to the Director of Human Resources sixty (60) days prior to the beginning of the work year. Failure to furnish such written notice shall constitute a notice of resignation.
- H. Employees returning to the District from a leave of absence without pay will be reassigned to the position they left, if available, or to any available position for which they are qualified.
- I. Leaves of absence without pay may be granted for study, travel to work in an educational program sponsored by an official governmental agency (Peace Corps, Job Corps, etc.), to serve in public office, or for other good and sufficient reason.

ARTICLE 23
PERSONAL BUSINESS LEAVE

- 23.1 A maximum of two Personal Business Leave Days per year, non-cumulative shall be granted to fulfill pressing business or legal obligations which cannot, through the exercise of reasonable diligence, be scheduled outside the normal work hours.
- 23.2 An employee intending to use such leave will give written notification to the building principal/supervisor as soon as possible, but in any case at least 24 hours prior to the day on which such leave is to be taken except under extenuating circumstances or in an emergency situation.
- 23.3 Except under extenuating circumstances, Personal Business Leave days shall not be granted the day before or after a holiday or vacation periods.
- 23.4 An absence involving a misuse of such leave will be deducted at the daily rate of pay of the employee for each day of absence. Misuse of Personal Business Leave is subject to discipline.
- 23.5 Employees who return from leave, or employed after the opening day of school and on or before the last day of November shall be granted two days Personal Business Leave for that school year. Employees who return from leave, or employed between the first day of December and the last day of February shall be granted one day Personal Business Leave for the school year.
- 23.6 Unused Personal Business Leave days will be added to accumulated sick leave days for the following year. Such sick leave reserve may accumulate to a maximum of 225 days.

23.7 All personal leave shall be computed on an hourly basis.

ARTICLE 24
CELLULAR TELEPHONE REIMBURSEMENT

Each bargaining unit employee who uses a cellular telephone in the performance of his/her duties shall receive a \$250.00 reimbursement for each school year, payable at the rate of \$25.00 per month beginning with the first pay period in September and continuing thereafter on the first pay period of each subsequent month until fully paid.

As a condition of reimbursement, the employee is to carry his/her cellular telephone during working hours, and the telephone number is to be provided to the building principal or supervisor. The building principal or supervisor shall not initiate calls to the cellular telephones except in the case of an emergency during working hours.

ARTICLE 25
VEHICLE OPERATION AND REIMBURSEMENT

The District agrees to reimburse employees for damage to their personal vehicles that occurs during the scope of their employment with the District; provided, however, that the amount of the reimbursement shall be limited to that part of the claim which is not covered by an insurance policy. In no event shall the amount paid on any single claim exceed \$500.00. For employees who drive as part of their job responsibilities, those employees must produce, upon demand, a valid driver's license, and if an employee uses his/her own personal vehicle, proof that the vehicle has appropriate insurance coverage as required by Illinois law. Employees who drive as part of their job responsibilities have an affirmative obligation to inform the District if their ability to lawfully operate a vehicle has been impaired in any way, e.g. license suspended, revoked, or restricted, or inability to maintain insurance coverage. In the event an employee is unable to lawfully drive a vehicle, the principal may reassign the individual to perform other duties, if such duties exist. Alternatively, if an individual is unable to lawfully drive a vehicle and the principal, in his/her sole judgment, determines that the employee must be able to drive a vehicle as part of that person's job duties, the employee shall be placed on an unpaid administrative leave for a period not to exceed eight weeks. If that individual cannot, or does not, provide sufficient proof of the ability to lawfully drive a vehicle within that eight-week period, the District has the right to terminate that individual's employment.

ARTICLE 26
EFFECTS OF AGREEMENT

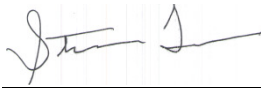
24.1 **Full Force and Effect** – If any section, paragraph, sentence or clause of this agreement is or becomes in violation of law or is declared invalid, illegal, or unconstitutional by a court of competent jurisdiction, then such section, paragraph, sentence or clause shall be automatically deleted from this Agreement, but the remaining sections, paragraphs, sentences, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted section, paragraph, sentence or clause.

- 24.2 **Negotiations with Other Organizations** – The BOARD agrees that during the existence of this Agreement it will not negotiate or deal directly with any organization or its representatives other than the United Support Staff of Peoria, IEA/NEA, or with any individual staff member on these topics.
- 24.3 **Supplemental Negotiations** – The terms and conditions set forth in this Agreement represent the full and complete and only understanding between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, additions to, or deletion only through the voluntary mutual consent of the parties in a written amendment hereto. It is further understood that the provisions of this Agreement are binding on both parties.
- 24.4 **No Strike Clause** – During the term of this Agreement, pursuant to the Illinois Educational Labor Relations Act, the UNION agrees that neither it nor its members shall authorize, sanction, condone, or acquiesce in nor take part in any strike. The BOARD shall have the right to discipline any staff member for taking part in any illegal strike.

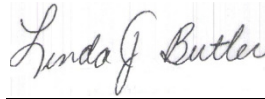
DURATION OF AGREEMENT

The term of this Agreement shall be for two years, effective July 1, 2011 and ending June 30, 2013.

Dated this 12 day of September, 2011



For the United Support Staff
Of Peoria, IEA/NEA—Home
School Facilitators



For the Board of Education
of the City of Peoria
District #150

**APPENDIX A
SALARY SCHEDULE
2011-2012 & 2012-2013**

STEP	<75 HRS	75 HRS	BA
1	18,063	19,063	20,063
2	18,913	19,913	20,963
3	19,763	20,763	21,863
4	20,613	21,613	22,763
5	21,463	22,463	23,663
6	22,313	23,313	24,563
7	23,163	24,163	25,463
8	24,013	25,013	26,363
9	24,863	25,863	27,263
10	25,713	26,713	28,163
11	26,563	27,563	29,063
12	27,413	28,413	29,963
13	28,263	29,263	30,863
			Hardimon
			Turner
GF1		Banks 34,145	35,621
GF2		34,995	36,521
GF3		35,845	37,421
GF4		36,695	38,321
GF5	2011-2012	37,545	39,221
GF6	2012-2013	38,395	40,121