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AGREEMENT

BETWEEN

**THE PEORIA FEDERATION OF SUPPORT STAFF – CAFETERIA, CLERICAL,
PARAPROFESSIONAL AND SCHOOL RELATED PERSONNEL/IFT-AFT/AFL-CIO**

and

THE BOARD OF EDUCATION OF THE CITY OF PEORIA

**ARTICLE 1
RECOGNITION**

- 1.1 The Board of Education, City of Peoria School District No. 150, hereinafter referred to as the “Board,” recognizes the Peoria Federation of Support Staff-Local 6099, hereinafter referred to as “Union,” as the exclusive bargaining agent for the following job classifications: Full-time and Regular Part-Time Clerical and Full-Time and Part-Time Cafeteria employees, Full-time and Part-Time Paraprofessionals which include Teacher Assistant(s), Library Manager(s), Student Information Manager(s), High School Systems Operator(s), Student Assistant Advisor(s), Parent Educator(s), Certified Occupational Therapy Assistant(s), Licensed Physical Therapist Assistant(s), Nurses, Sign Language Interpreter(s), Library Cataloger(s), JROTC Instructor(s), and Parent Partnership Coach(es).
- 1.2 Managerial, supervisory, confidential, short term and student employees are excluded from the bargaining unit. The Board's secretary and Superintendent's secretary are deemed to be confidential employees within the meaning of Section 2 (n) of the IELRA.
- 1.3 No member of the Support Staff shall be discriminated against for any purpose or in any respect by reason of membership in the UNION or for participation in the process of negotiations and resolving of grievances.
- 1.4 Labor Relations Committee A Labor Relations Committee will meet in September, January, and May of each school year.
 - A. The UNION shall determine the composition of its committee provided, however, that no more than six (6) bargaining unit members may attend.
 - B. The ADMINISTRATION may have no more than six (6) representatives attend.
 - C. Bargaining unit members who attend Labor Relations Committee meetings shall be permitted reasonable time off from their duties for attendance.

- D. It is understood that the purpose of these meetings is to establish and maintain communication with employees and to consider recommendations for improving employee working conditions, increasing efficiency, and solving procedural and contractual disputes.
- E. The UNION and ADMINISTRATION shall prepare an Agenda for the meetings which shall be exchanged in advance of the meeting date, and only Agenda items will be discussed unless both parties consent to the discussion of addition issues.

ARTICLE 2
NEGOTIATION PROCEDURES

- 2.1 General This part of the Agreement spells out the negotiation 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 Negotiation Communication All requests for communication with the BOARD shall be channeled through the Superintendent or his/her designated representative, and requests to the UNION shall be made through the Superintendent 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 Bargaining unit member, as herein defined, as its representative.
- 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 March 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 July 15, 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. During mediation, both the BOARD and the UNION agree to keep confidential all recommendations and reports, if any, made by the mediator, including offers by either party.

ARTICLE 3 **NON-DISCRIMINATION**

Neither the BOARD nor the UNION shall discriminate, interfere, restrain, coerce or harass any

employee because of Union membership or Union activity or because of a lack thereof or for any other reason.

Neither of the parties hereto shall discriminate against any employee on account of race, color, religion, national origin, sex, age, sexual orientation, physical and/or mental handicap, political affiliation or belief.

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 provided the UNION member gives 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 deductions 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 beginning with the first payroll check in September and ending with the twentieth payroll check thereafter.
- 4.3 Responsibility The UNION shall be responsible that the dollar amount to be deducted for each applicant is the accurate figure reported for their organization. The UNION agrees to indemnify the BOARD from claims arising from their organization using funds for political action.
- 4.4 Voluntary Membership A member of the bargaining unit 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 Payment Payment shall be made to the UNION following each pay period in which deduction is in effect.
- 4.7 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.

- 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 matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

4.8 Disabled Employees Temporarily disabled employees from outside the bargaining unit shall not displace bargaining unit employees.

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.

The UNION shall receive a copy of all grievances filed by members of the unit within one (1) business day after the Director of Human Resources has knowledge of said grievance.

- B. All time limits herein shall consist of work 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.
- 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 have the President or his/her designee 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 grievant 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 working day 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. In the cafeteria unit, this is the building principal.

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

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 Instructional Improvement Officer/department supervisor. 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.

Within ten (10) days after such written grievance is filed, the aggrieved, the representative of the aggrieved as desired, the Instructional Improvement Officer/department supervisor shall meet to resolve the grievance. The Instructional Improvement Officer/department supervisor 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 Union.

Step #3

In the event that the grievance has not been satisfactorily resolved at Step #2 of the Grievance Procedure or the Instructional Improvement Officer/department supervisor fails to reply within ten (10) working days, the aggrieved or the Union may present the grievance to the Director of Human Resources or his/her designee. Such written grievance shall be submitted within ten (10) working days of the Instructional Improvement Officer/department supervisor's reply at Step #2 or, in the absence of such reply, within ten (10) working days of the date the reply was due.

Within ten (10) working days after such written grievance is filed, the aggrieved, the representative of the aggrieved as desired, the Instructional Improvement Officer/department supervisor and/or principal/supervisor and the Director of Human Resources or his/her designee shall meet to resolve the grievance. The Director of Human Resources or his/her designee shall make a decision within ten (10) working days of the Step #3 grievance meeting and communicate the decision and the reason for it in writing to the Union.

Step #4

Binding Arbitration: In the event that the grievance has not been satisfactorily resolved at Step #3 of the Grievance Procedure, the Union and the Director of Human Resources or his/her designee shall jointly request a panel of arbitrators from the Labor Mediation Roster maintained by the Illinois Educational Labor Relations Board within thirty (30) days. A panel of five (5) arbitrators shall be submitted to both the Union and the Administration. If the Director of Human Resources 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 arbitrator. The Union shall strike the first name, the Director of Human Resources 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. The preferred method of dispute resolution shall be arbitration.

Expenses for the Arbitrator's services shall be borne equally by the Board and the Union or by the individual if he/she is not a member of 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 member of the bargaining unit 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 working 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 bargaining unit 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 member of the bargaining unit or UNION representative shall be

conducted so as to result in no interference with or interruption whatsoever of the work activities of the members of the bargaining unit.

- 5.5 Aggrieved Person Representation The BOARD acknowledges the right of a grievance representative to participate in the processing of a formal grievance at any level once the grievance is reduced to writing. No member of the bargaining unit 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 employee, 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 Union Bulletin Boards A union may use reasonable space on existing office bulletin boards in each school/work place.

The items posted by the 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 The UNION shall be allowed to meet with members of the bargaining unit prior to regular work hours or at lunch time at a place designated by the principal or supervisor or during the regular work day provided that such a meeting does not interfere with or disrupt regular work activity.

- 6.4 A. The BOARD Secretary shall provide an information packet to the President of the UNION prior to each School Board meeting.
- B. 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 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.
- 6.6 Any change made to the Cafeteria Handbook which materially affects the terms and conditions of employment shall be subject to negotiation. Within ten (10) working days following notice to the UNION that a change is contemplated, or within ten (10) working days of actual knowledge of such change in the Cafeteria Handbook, the UNION shall make its demand in writing for negotiations. Failure to make a demand within the ten (10) day period shall constitute a waiver of the UNION'S right to claim that the change in work rules materially affects the terms and conditions of employment. During the Spring of 2011, the Union will meet with representatives of the District and the Management Company to update the Handbook.
- 6.7 Job Descriptions Job descriptions shall be made known to all employees and shall be reevaluated for content from time to time by the Director of Human Resources or his/her designee, the employee's immediate supervisor, and the UNION, with final approval by the Director of Human Resources. Employees are expected to perform all duties outlined within the job description for the appropriate job classification.
- Employees shall be given a copy of their job description upon request. Newly hired employees shall receive a job description as part of their employment packet.
- 6.8 Personnel Files Employees shall have access to their personnel files with reasonable notice. An employee shall have the right to add an explanation or other statements to any evaluation, reprimand or written warning.
- 6.9 Evaluations
- A. Clerical
1. Evaluations shall be conducted in part by the Employee's immediate supervisor, and may include input from other appropriate personnel. Evaluation forms shall vary depending on the nature of the job performed. Any change to evaluation forms shall only occur after consultation with the UNION. All clerical personnel shall be evaluated by the immediate supervisor at least once every year.

2. Evaluations are to be made in writing with one (1) copy to the Employee and one (1) copy to the Director of Human Resources. Both the Employee and the evaluator shall date and sign all copies of the evaluation. The signature of the Employee shall not indicate agreement with the evaluation, but rather indicate that the Employee is in receipt of a copy of the evaluation.
3. If an Employee feels his/her evaluation is incomplete, inaccurate, or unjust, the Employee may put objections in writing. Both the Employee and the Evaluator shall date and sign all copies of the written objections. The signature of the evaluator does not indicate agreement with the written objection, but rather indicates that the evaluator is in receipt of a copy of the written objections(s). A copy of the written objection (s) shall be attached to the original evaluation form to which it applies. A copy of all evaluations and any attached written objections shall be placed in the Employee's official personnel file.

B. Cafeteria

Time Employees shall be given a copy of their final evaluation after the evaluation is performed.

C. Paraprofessional

1. Evaluations shall be conducted in part by the Employee's immediate supervisor and may include input from other appropriate personnel. Evaluation forms shall vary depending on the nature of the job performed. Any change to evaluation forms shall only occur after consultation with the UNION. A teacher is not an assistant's immediate supervisor.
 - a. The Employee shall receive an initial written evaluation on or before the last day prior to the end of the probationary period.
 - b. All Paraprofessionals shall be evaluated by the immediate supervisor at least once every year.
2. Paraprofessionals shall be provided a list of main duties after consultation with the teacher(s) and his/her immediate supervisor with whom the Employee works. In the event the list of duties includes "restraining students", the type of restraint to be used must be specified along with, at whose direction he/she will be called upon to assist with restraining. The District must provide training for that type of restraint.
3. Evaluations are to be made in writing with one (1) copy to the Employee and one (1) copy to the Director of Human Resources. Both the paraprofessional and the

evaluator shall date and sign all copies of the evaluation. The signature of the Employee shall not indicate agreement with the evaluation, but rather indicate that the employee is in receipt of a copy of the evaluation.

4. If a Paraprofessional feels his/her evaluation is incomplete, inaccurate, or unjust, the paraprofessional may put objections in writing. Both the paraprofessional and the evaluator shall date and sign all copies of the written objections. The signature of the evaluator does not indicate agreement with the written objection, but rather indicates that the evaluator is in receipt of a copy of the written objection(s). A copy of the written objection(s) shall be attached to the original evaluation form to which it applies. A copy of all evaluations and any attached written objections shall be placed in the Employee's official personnel file.
- 6.10 The Union may use buildings for UNION meetings with the approval of the District.
- 6.11 The UNION President shall be given four (4) hours of release time per week in order to conduct UNION business. The UNION shall pay the BOARD an amount equal to the cost of a substitute if one is required. The UNION shall reimburse the BOARD for all costs incurred from time lost.
- 6.12 Union Business Members of the bargaining unit shall collectively be allowed a leave of absence for up to seventeen (17) days during the school year for attendance at UNION seminars or conferences. However, the UNION shall pay the BOARD an amount equal to the cost of the substitutes.

ARTICLE 7

SENIORITY/PROMOTIONS/TRANSFERS/LAYOFFS

- 7.1 District Seniority Seniority with the District shall begin on the official date of full-time employment, as determined by BOARD action. All seniority shall be computed on the basis of continuous service, 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.

Bargaining Unit Seniority is seniority within the bargaining unit as a whole. Job classification seniority is seniority for a specific job classification within the bargaining unit:

- (1) COTA's;
- (2) LPTA's;
- (3) Nurses;
- (4) Library Catalogers;
- (5) JROTC;
- (6) Sign Language Interpreters;

- (7) Library Manager(s), Teacher Assistant(s);
- (8) Student Assistant Advisor(s);
- (9) High School System Operator(s);
- (10) Student Information Manager(s);
- (11) Cafeteria Worker(s);
- (12) Clerical; and
- (13) All other bargaining unit members as a single classification. (Parent Educators, Parent Partnership Coaches)

A full-time non-certificated employee shall have seniority for a specific job dating from his/her date of employment in one of the job classifications.

Probation There shall be a probationary period of sixty (60) working days for new employees.

7.2 Seniority List A seniority list will be provided for each group, Cafeteria, Clerical and Paraprofessional, prior to February 1 of each year.

7.3 Vacancy Notices

- A. The Administration will post a list of all vacancies daily on the District website. No vacancy will be filled before it is posted. Posting of the vacancy must be accomplished five (5) school days prior to the filing of such vacancy except in areas of demonstrated needs.
- B. When a job is filled and the employee awarded that position declines the position, the District has the option to award the position to their second choice, repost the position or interview other candidates that expressed an interest, however were not interviewed initially.

7.4 Temporary Vacancy – Cafeteria Only

To fairly evaluate the performance of bargaining unit employees, whenever a temporary vacancy occurs, employees in that building interested in that position will be rotated into that temporary assignment at a minimum of two (2) week intervals on the basis of seniority. For example, if the temporary vacancy lasts for a period of four (4) weeks, then the two (2) most senior employees interested in that position shall each have an opportunity to work in that position for a two-week period. Up to three (3) people may sign up for a temporary vacancy. If the vacancy exists for over two (2) months, an additional two (2) people may be rotated into that temporary position.

7.5 Promotions

- A. Clerical Seniority of employees shall be an important factor, but not necessarily

the only factor, in determining promotions. Other factors that will be considered are ability, qualifications, and performance. Thus, if two employees who are equal in ability, qualifications, and performance are being considered for the same position, the employee with seniority would be given the position. If, however, the employee with seniority was not as well qualified as the other employee, then the other employee would be given the position. Employees of District 150 will be given preferential consideration over non-District applicants for any vacancies which occur. Managerial, supervisory, or administrative positions may be filled without regard to seniority.

- B. Cafeteria If any employee is interested in a particular promotion, he/she should make that interest known in writing to his/her immediate supervisor. All such requests shall be given consideration when job vacancies exist. Seniority of employees shall be an important factor, but not necessarily the only factor, in establishing promotions and transfers. Thus, if two employees who are equal in ability, qualifications, and performance are being considered for the same position, the employee with seniority would be given the position. Employees of District 150 will be given the position over non-District applicants for any vacancies which occur when the District 150 employee and the applicant are equal in ability, qualifications and performance.
- C. Paraprofessional If any employee is interested in a 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 preferential consideration for any vacancies that occur.

7.6 Voluntary Transfers

A. Clerical

- 1. Seniority shall be considered as one factor in determining voluntary transfers provided, however, transfer applications shall not be considered unless:
 - a. The employee has six (6) months seniority with the District; and
 - b. The employee has not been transferred at his/her request during the preceding 12 months. At the request of the District, the Union may waive this requirement.
- 2. 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 or classification, and to make a decision. It is incumbent upon them to make such decisions fairly and without favoritism.

3. A probationary period of 60 working days shall be in effect for all transfers and/or promotions before job seniority becomes effective, but having satisfactorily completed the probationary period, seniority shall be retroactive to the date of the transfer or promotion. If a person does not successfully complete the probationary period, he/she shall be returned to a position comparable to the one held prior to his/her transfer, but not necessarily the same position, with no loss of job seniority.
4. Unsuccessful applicants for transfer or promotion will be notified.
5. An employee hired to perform a new job shall generally be moved to the new position within two (2) weeks of obtaining the new position provided, however, in some cases the period of transition may be longer, but not to exceed 20 days.
6. When a job is filled and the employee awarded that position does not accept the position, the District has the option to award the job to its second choice or repost the position.
7. Applications for transfer will be submitted to the Director of Human Resources. Forms for applying the transfers may be obtained from the principal's office or the Human Resources office. An administrator may not refuse to sign a voluntary transfer application.
8. Seniority of employees shall be an important factor, but not the only factor, in determining transfers. Other factors that will be considered are ability, qualifications and performance. Thus, if two (2) employees who are equal in ability, qualifications and performance are being considered for the same position, the employee with greater seniority would be given the position. If, however, the employee with greater seniority was not as well qualified as the other employee, then the other employee would be given the position. Employees of District 150 will be given preferential consideration over non-District applicants for any vacancies which occur. Managerial, supervisory, or administrative positions may be filled without regard to seniority.

B. Cafeteria

1. If any employee is interested in a particular transfer, he/she should make that interest known in writing to his/her immediate supervisor. All such requests shall be given consideration when job vacancies exist. Seniority of employees shall be an important factor, but not necessarily the only factor, in establishing promotions and transfers. Thus, if two (2) employees who are equal in ability, qualifications, and performance are being considered for the same position, the employee with seniority would be given the position.

Employees of District 150 will be given the position over non-District applicants for any vacancies which occur when the District 150 employee and the applicant are equal in ability, qualification and performance.

2. A probationary period of 60 working days for new employees and 15 working days for transfers, after which time the employee shall be evaluated in writing, shall be in effect for all transfers and/or promotions before “job seniority” becomes effective, but having satisfactorily completed the probationary period, seniority will be retroactive to the beginning date of employment of continuous service. When transferring, if a person does not successfully complete the probationary period and does not receive a satisfactory evaluation in writing, the employee shall be returned to his/her hourly rate of pay and number of hours worked if returned to such a position.

C. Paraprofessional

1. Applications for transfer will be submitted to the Director of Human Resources. Forms for applying for transfer may be obtained from the Human Resources Office. An administrator may not refuse to sign a voluntary transfer application.
2. 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 interest of the School District.
3. Transfer applications for the upcoming school year must be submitted no later than August 10 each year. These applications will remain in effect until the following October 1.
4. Subject to paragraph 7.7 C, which establishes preferences for employees who have been involuntarily transferred, seniority shall be considered in determining voluntary transfers; provided, however, transfer applications shall not be considered unless:
 - a. The employee has one (1) year seniority with the District; and
 - b. The employee has not been transferred at his/her request within the preceding 12 months; or in the alternative, the employee agrees to remain in the new position for a period of not less than one (1) year.
5. It shall be the responsibility of the supervisory staff and the Director of Human Resources or designee to evaluate each person being considered for a change in position or classification, and to make a decision. It is incumbent

upon them (the supervisors) to make such decisions fairly and without favoritism.

6. A probationary period of 60 working days shall be in effect for all transfers and promotions before bargaining unit job seniority becomes effective, but having satisfactorily completed the probationary period, seniority will be retroactive to the date of the transfer or promotion. If a person does not successfully complete the probationary period, he/she shall be returned to a position comparable to the one held prior to his/her transfer, but not necessarily the same position, with no loss of seniority.
7. The final decision on a transfer will be made jointly by the building principal and the Director of Human Resources. Unsuccessful applicants for a specific vacancy will be notified.

7.7 Involuntary Transfers

- A. Clerical An involuntary transfer is a transfer initiated by the District. When an involuntary transfer occurs because of a reduction in force, the requirements of 7.8 (Reductions in Force) shall apply. If an involuntary transfer is attributable to the conduct of the employee, then the employee must remain in the new position for at least 12 months. In all other cases, a person who is subject to an involuntary transfer shall be permitted to submit a voluntary transfer request at any time during that school year.
- B. Cafeteria An involuntary transfer is a transfer initiated by the District. The employee shall be transferred to a comparable position. When an involuntary transfer occurs, because of a reduction in force or building closure, the requirements of 7.8B shall apply. If an involuntary transfer is attributable to the conduct of the employee, then the employee must remain in the new position for at least one school year. In all other cases, a person who is subject to an involuntary transfer shall be permitted to submit a voluntary transfer request at any time during the school year.
- C. Paraprofessionals
 1. An involuntary transfer shall mean the transfer of a staff member from one building to another or the transfer of a staff member from one job classification to another. The Director of Human Resources has the authority to make an involuntary transfer whenever there is:
 - a. a reduction in enrollment,
 - b. physical plan limitations,
 - c. program changes,

- d. budget limitations,
- e. changes in boundaries, or
- f. reasonable recommendations of the building principal.

Bargaining unit seniority within a job classification shall be the initial consideration in the selection of staff members for an involuntary transfer.

2. The Director of Human Resources will provide a list of all open positions to employees subject to an involuntary transfer by July 31. Each employee subject to an involuntary transfer shall provide to the Director of Human Resources his/her top three choices of positions for which he/she would like to be interviewed. Prior to August 15, the Director of Human Resources will assign the displaced employees taking into consideration seniority, qualifications, and work experiences. Employees who have been reassigned shall retain their status as an "involuntary transfer" for one school year and be given preferential consideration when applying for vacancies.

7.8 Reductions in Force (e.g. Layoffs and Recall)

A. Clerical Clerical Unit seniority within the building or department level shall be the primary factor in determining reductions-in-force for full-time clerical employees. The District may consider bilingual skills or an individual employee's specialized skills and/or training as another factor in determining reduction in force, layoffs or recall rights if those skills are needed at a particular school site or are an integral part of an employee's job. Beginning in March 2011, the District shall post all job requirements and qualifications on job postings. Furthermore, the District, in conjunction with the Union, shall designate current positions as bilingual positions or positions which require special skills. This designation activity shall be completed prior to May 1, 2011.

1. A separate seniority list shall be maintained for 10-month and 12-month clerical employees. There shall also be a separate seniority list for part-time clerical employees.
2. Part-time employees must be laid off before any full-time employees are laid off.
3. Any employee who was displaced and cannot fill an existing vacancy shall be laid off in order of reverse seniority and have recall rights for a period of two (2) years. The laid off employee who is recalled must be qualified to perform the job duties of the available position at the time of the recall. Prior District seniority shall not be lost when recalled.

4. No postings or internal transfers will occur until all laid off employees are recalled.

B. Cafeteria

1. In the event a building closure or reduction in force eliminates a position(s)/job title(s), the District employee(s) with the least seniority in the eliminated position(s)/job title(s) will be laid off. The employee whose position has been eliminated will be transferred to an open comparable position of the employee(s) choice on the basis of seniority.
2. Bargaining Unit Seniority is the only factor in determining layoffs and reemployment (2 years). Employees in layoff status will be recalled to work in reverse order of layoffs.

- C. Paraprofessional Job classification seniority shall be the primary factor in determining reduction in force, layoffs, or recall rights (2 years) provided an employee transferred to a new job classification obtains the appropriate training to become qualified at the time of the transfer request. The District may consider bilingual skills or an individual employee's specialized skills and/or training such as assistive technology or sign language as another factor in determining reduction in force, layoffs, or recall rights if those skills are needed at a particular school site or are an integral part of an employee's job and a critical need has been demonstrated for either a bilingual or specialized skilled individual in that position. Beginning in March 2011, the District shall post all job requirements and qualifications on job postings. Furthermore, the District, in conjunction with the Union, shall designate current positions as bilingual positions or positions which require special skills. This designation activity shall be completed prior to May 1, 2011. Recall rights shall not be extinguished if the job opening offered to an employee on layoff is a different job classification from the job held by such employee prior to being reduced/laid off. Employees who are on layoff status shall have first priority for any job opening that the individual employee is qualified for.

No postings for new hires or internal transfers will occur until all laid off employees are recalled.

Should the District cut an entire paraprofessional job classification, employees may transfer their District seniority to the Teacher Assistant classification or another classification for which they are qualified at the District's discretion.

- 7.9 Part-Time Employees Part-time employees shall be given consideration when vacancies occur for full-time positions.

- 7.10 Use of Substitutes If a position is vacated due to a retirement, resignation, transfer or discharge, a substitute employee (sub) may be employed no longer than 75 calendar days, during which time this position will be filled in accordance with this Article.

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.
- 8.2 In the event of any reprimand of record to any employee covered by this Agreement, the 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 the Agreement, no entries subsequent to employment pertaining to job performance shall be placed in an employee's file without his/her knowledge and his/her right of reply. When an employee exercises their right of reply, the reply shall be placed in the employee's file.
- 8.4 Employees shall have the right of UNION representation at any conference regarding allegations of misconduct. Disciplinary action taken by the BOARD shall remain confidential, except for BOARD resolutions regarding termination of employment.
- 8.5 An employee not performing his/her duties satisfactorily shall be notified by the District of the reason(s) for his/her deficiencies. The employee shall be given an opportunity to respond either verbally or in writing prior to disciplinary action and may have a Union representative present at any meeting. If the employee's performance conduct is not remediable, he/she may be dismissed. Discipline shall generally be progressive and corrective in nature except upon the commission of serious misconduct. No employee shall be confronted or disciplined in the presence of other employees, students, or the public, except for an employee's Union representative. Progressive and corrective discipline shall include:
- A. Documented verbal warning(s) or reprimand(s) with copies of the documentation given to the employee and placed in the employee's personnel file;
 - B. Written warning(s) or reprimand(s) with copies of the warning given to the affected employee and placed in the employee's personnel file; and
 - C. Suspension with or without pay.

A higher level of discipline including termination may be imposed for serious misconduct. Serious misconduct includes but is not limited to: theft, insubordination, physical violence in the workplace,

sexual misconduct in the workplace, possession of firearms, weapons, illegal drugs or alcohol in the workplace or being convicted of a felony.

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 right 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 on Jury Duty 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, excluding transportation allowances, as part of such service.

ARTICLE 11
**PAID HOLIDAYS AND VACATION FOR CLERICAL PERSONNEL,
JROTC, CATALOGERS, AND ECEC MANAGER EMPLOYED TWELVE MONTHS**

11.1 All full-time personnel employed twelve (12) months, July 1, through June 30, shall be entitled to the following paid holidays, so long as the State continues to recognize such holiday, except for the restrictions described herein:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day or Lincoln's Birthday as determined by approved School District calendar
4. Good Friday
5. Memorial Day
6. July 4
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day
- * 13. Christmas Eve
- * 14. New Year's Eve

* These will be paid holidays in exchange for Casimir Pulaski's Birthday.

- 11.2 If the Board of Education waives any holidays, 12-month employees get an extra vacation day and less than 12-month employees shall get an extra day of pay.
- 11.3 If a holiday occurs during a weekend, Saturday holidays shall be observed on the preceding Friday, and Sunday holidays shall be observed on the following Monday; except in those instances where the change would affect the normal operation of the school system, in which instance a day would be added to the individual's regular vacation period.
- 11.4 A holiday occurring within a scheduled vacation period shall not count as a day of vacation nor shall a holiday occurring while an employee is on leave of absence for sickness or injury count against the employee's sick leave credits.
- 11.5 "Full-time employees" shall be interpreted to mean those who work a minimum of seven hours per day. Part-time employees will not be granted paid holidays.
- 11.6 Twelve-month, full-time employees—not members of the administrative staff nor those covered by a separate agreement—employed for twelve calendar months, July 1 through June 30, shall be entitled to an annual vacation with pay, which shall be determined from the number of years each member has been employed.

The approved weeks of vacation with pay shall be as follows:

After 1 year of continuous employment	2 weeks
After 5 years of continuous employment	3 weeks
After 10 years of continuous employment	4 weeks

- 11.7 Vacation is earned for each full year of employment prior to which it is taken. Vacation is earned in one year and taken in its entirety during the following year at the discretion of the employer.

New employees hired after July 1 shall, after one year on their anniversary date, be entitled to a vacation with pay, using the following formula:

Formula:

$$\frac{\text{Number of full weeks]}}{\text{from anniversary date] [percentage x]}} = \frac{\text{[vacation time]}}{\text{[to be used]}} \\ \frac{\text{[10 days]}}{52} = \frac{\text{[before the]}}{\text{[next June 30.]}}$$

(On July 1 the employee will be credited with the scheduled 10 days.)

Example: Anniversary date November 15.

$$\frac{\text{Number of weeks from }] \text{ November 15 to June 30 }]}{52} = 33 = 63\%$$

63% of 10 days = 6.3 or 6 days

Employee must use six (6) days after anniversary date and before June 30. On July 1, the new employee would be credited with regular scheduled vacation days to be used during the period July 1 to June 30.

Note: If the computed number of vacation days contains a fractional part of a day, one additional vacation day will be credited if the fraction is .5 or more. No vacation days will be credited if the fraction is less than .5. For example, 2.3 days will be counted as two (2) days, 2.6 days will be counted as three (3) days.

- 11.8 Members whose employment is terminated prior to the end of the fiscal year shall receive a monetary vacation allowance equal to 2% of their base pay earned to the date of termination for each week of vacation to which they would have been entitled had the year been completed. To be eligible for vacation pay adjustment, an employee must have been continuously employed for at least one year prior to termination.
- 11.9 Members who retire at the end of the fiscal year shall do so prior to June 30, according to the number of weeks of entitled vacation, but the termination date shall be June 30.
- 11.10 Vacation time is given annually for recreation and relaxation; therefore, it is non-cumulative. Employees are encouraged to use their full vacation allowance each year. However, an employee may be permitted to carry over a maximum of ten (10) unused vacation days to the following year provided that a request to carry over vacation days is made no later than May 15 and approval obtained from the Director of Human Resources or his/her designee not later than June 1. If an employee is allowed to carry over up to ten (10) unused vacation days, they must be used no later than June 30th of the following fiscal year.
- 11.11 Vacation allowance earned prior to death shall be paid to the member's estate.
- 11.12 Holidays falling within vacation periods shall not be charged against vacation allowance.

ARTICLE 12
PAID HOLIDAYS FOR CLERICAL PERSONNEL
WHOSE SCHEDULED WORK YEAR IS LESS THAN TWELVE MONTHS

- 12.1 Secretarial and clerical personnel whose scheduled work year is less than 12 months shall receive no vacations; however, they shall receive ten days' pay, five days' pay during the

winter vacation and five days' pay during the spring vacation provided that such employee was hired prior to July 1 of the school year. After 10 years of continuous service, the employees shall receive three additional days' pay during the winter vacation.

12.2 Secretarial and clerical personnel whose scheduled work year is less than 12 months shall be entitled to the following paid holidays, so long as the State continues to recognize such holiday:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day or Lincoln's Birthday as determined by the approved School District calendar
4. Good Friday
5. Memorial Day
- *6. July 4
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Day
- **13. Half day Christmas Eve
- **14. Half Day New Year's Eve

* This will be a paid holiday if the employee works the day before or the day after the holiday.

** These will be paid holidays in exchange for Casmir Pulaski's Birthday.

12.3 Notwithstanding the provisions contained in Section 12.1 above, in addition to the provisions herein, all bargaining unit members shall be given one (1) day of paid vacation during the winter vacation period.

ARTICLE 13

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 and Human Resources.

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.

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.

Tuition and book costs of the required Cafeteria testing program will be paid by the District. Tuition will be paid upon successful completion of course and return of textbook.

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

The District will reimburse for the cost of all Sanitation Classes successfully completed and the cost of any certificate. If academy classes are offered, bargaining unit employees will be allowed to enroll.

If the District does not provide in-house accredited training *within 12 months preceding each discipline's licensure expiration date*, COTAs, PTAs, Nurses and Sign Language Interpreters shall be reimbursed for the continuing education courses/workshops required to maintain their licenses, provided that the costs for such reimbursements shall not exceed \$400.00 per person in any 24-month period of time.

All bargaining unit personnel shall be offered Restraint Training during SIP days during the 2010 – 2011, 2011 – 2012 and 2012 - 2013 school year.

ARTICLE 14
SALARY SCHEDULE AND REGULATIONS

14.1 A. Clerical

1. Credit on the Salary Schedule for Previous Experience

- a. A new member shall be given credit of one year for each year of similar outside experience.

2. Length of Work Day The length of the clerical work day for all full-time employees shall be eight (8) hours per day. Each clerical employee working at a school shall begin their day at least thirty (30) minutes prior to the start of the school day at the site where they work.

3. Non-12-Month Dismissal 1:00 P.M. Non 12-month clerical employees will be dismissed at 1:00 P.M. on the two full day parent conference days.

4. If an employee is doing the work of an employee in a higher classification for more than five (5) consecutive days, such employee shall thereafter be paid the higher wage rate for the hours worked in such position.

B. Cafeteria

1. Show-Up Pay All Employees who are called to work will receive not less than two (2) hours compensation, even if they are required to work for less than a two-hour period.

2. Employees New to a High School Employees new to a high school will be paid \$.25 an hour less than the starting wage until they complete Sanitation classes. If they pass the Sanitation Test and obtain their Sanitation Certificate within the first year of employment in the high school, then such employees will be reimbursed the \$.25 an hour retroactive to their employment in the high school.

3. Premium Pay/Sanitation Certificate All bargaining unit employees who have not less than three (3) years seniority shall be eligible to receive an additional five (5) cents an hour pay upon the following conditions:

- a. The employee must have and maintain an Illinois Department of Health Sanitation Certificate.

- b. The employee shall provide evidence of certification to the Director of Human Resources or his/her designee.

- c. Eligibility must be established prior to the beginning of a school semester in order to be eligible for the premium pay for that semester.

The employee shall be reimbursed for the cost of his/her Sanitation Certificate within 35 days of submitting proof of course completion to his/her supervisor.

4. Summer School Salary and working conditions of summer school cafeteria plan shall be subject to this Agreement; provided, however, the employer may assign and rotate jobs. A list of job openings shall be posted by jobsite. Employees may apply for positions at two jobsites (schools). The vacancies shall be filled in order of seniority at each school site, as long as those selected are properly qualified. A summer cafeteria manager must have a sanitation certificate.
5. Dress Code Employees should be wearing:
 - a. White clothing that is clean and in good taste.
 - b. White leather shoes (preferably nurses' type). Some athletic-type shoes are acceptable, but they should be white, clean and not have any color on them.
 - c. The employer will provide two (2) aprons to Cafeteria employees during the school year. The employee is responsible for apron cleaning each day.
 - d. A hairnet or plain white hat is required. If hair reaches to your collar, a hairnet must cover the exposed hair.
 - e. No earphones, ear buds or blue toothbuds may be worn while working.
6. Breaks Breaks are to be taken as work load permits.
 - a. Employees working less than 5½ hours, no break; 30 minute lunch only.
 - b. Employees working 5½ - 6 hours, one 10-minute break and a 30-minute lunch.
 - c. Employees working 7 hours, one 15-minute break and a 30-minute lunch.

- d. Employees working 8 hours, two 10-minute breaks and a 30-minute lunch.
 - e. Bathroom trips are to be done during break time.
7. ECEC Manager 12-month employment, eight hours per day. With prior approval from the building principal, the ECEC Manager may call in an employee during the intersession times when deemed necessary.
 8. Hepatitis Shots The District agreed to provide Hepatitis shots after exposure. A letter is to be prepared by the School District outlining the procedures to follow in the event that a Cafeteria employee, or any other employee, is exposed to body fluids.
 9. Cafeteria Restrooms In three high schools, the Cafeteria employees have their own restrooms which they keep clean. Whenever the principal or his/her designee open such restrooms to other employees or to the public, then the responsibility for cleaning them will be assigned to non-bargaining unit employees.
 10. Calling in Sick: Cafeteria Managers who are going to be absent from work must call their building principal, their back-up manager, and the District's food service number.
 11. Elementary and middle school cafeteria managers, except ECEC and Charter Oak, shall be allowed to work two (2) additional hours one day per week at their regular rate of pay.
 12. All cafeteria employees will be given two (2) hours of paid training each month which may include training on use of equipment, proper lifting, computer use and/or skills, management and/or leadership, de-escalation techniques, Sanitation procedures or math skills. The training shall be planned in conjunction with the Union.

C. Paraprofessional

1. Work Day/Work Year
 - a. Hours of Work The regular school day shall be six (6) hours and thirty (30) minutes; seven hours with one-half hour duty-free lunch and one, 15-minute break in the morning, and one 15-minute break in the afternoon. The regular school year shall be 180 days.

- b. Additional Hours - Extended Work Day/Work Year Any work beyond the regular school day shall be compensated at an hourly rate based on 1/180th of an individual's salary. Any work beyond the regular school year shall be compensated at an hourly rate based on 1/180th of an individual's salary. Employees will be paid for mandatory school programs held outside of work hours.
2. Schedule Advancement An employee may advance a lane on the salary schedule after completion of an additional 15 hours towards the completion of an approved degree program. Employees may receive a lane change in the Fall. For movement in the Fall, transcripts must be submitted no later than ten (10) days after the first day of school.
- a. All employees working towards an approved program leading to teacher certification must file a plan of study with the Director of Human Resources for approval.
 - b. A staff member who applies for approved professional credit reimbursement shall signify intention of remaining as a full-time staff member in the Peoria School System, District No. 150, for a minimum of one complete school year after earning such reimbursement.
 - c. If through his/her own choice, his/her employment is terminated before completing one full year of service after earning such reimbursement, he/she shall reimburse School District 150 for such professional reimbursement in proportion to the amount of time served.
3. No newly hired teacher assistants or library managers, parent educators, parent partnership coaches, student information managers and high school system operators will be placed on the salary schedule at a lane higher than 75 hours.
4. Beginning 2007, in order to be hired, all paraprofessionals must have a minimum of 60 college credit hours from an accredited college or university.

14.2 Pay Schedule Periods

Employees shall be paid on a schedule of 26 pay periods and those payments shall be made electronically.

14.3 Annual Increments - Clerical/Paraprofessional Only

For employees on a salary schedule and with the exception of the 2010-2011 contract year in which employees shall be paid the same amount as in the prior contract year, annual increments are given on two dates per year. Those dates are July 1 and January 1. Eligibility for an annual increment on July 1 will include persons employed by Peoria School District No. 150 beginning the preceding July 1 through December 31; those employed by the District beginning January 1 through June 30 will be eligible for annual increments on the following January 1. The annual increment is not to be confused with, and is separate from, any adjustment to the base schedule (“across-the-board” raise) which may be granted. No annual increment shall be given during the 2011-2012 school year.

14.4 Payroll Deductions (Other) Authorization for payroll deductions for credit union, insurance, United Way, other than those required legally and by this Agreement, shall be authorized by written consent of the employee on a form supplied by the District.

14.5 Non-Certificated Personnel Employed 12 Months a Year

A. The following formula shall be used for computing the salary of non-certificated personnel employed 12 months a year who serve less than a full year:

$$\frac{\text{Annual Salary}}{\text{number of working days in the fiscal year. (July 1-June 30)}} \times \frac{\text{No. of working days worked in fiscal yr.}}{52 \text{ wks.} \times 5 \text{ days per wk.} = 260 \text{ days}} = \text{Amount earned by employee for partial year service.}$$

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

$$\frac{\text{Annual Salary}}{\text{Number of working days in the fiscal year. (July 1-June 30)}} \times \frac{\text{No. of working days absent}}{52 \text{ wks.} \times 5 \text{ days per wk.} = 260 \text{ days}} = \text{Amount to be deducted}$$

14.6 Weekly, Hourly and Monthly Paid Personnel Working on a Regular Schedule

A. The following formula shall be used for computing the pay of personnel who are employed on a weekly, hourly or monthly basis and who serve less than a complete pay period:

$$\frac{\text{Bi-weekly Base Salary}}{10 \text{ days}} \times \text{No. of working days in pay period} = \text{Amount earned by employee for pay period}$$

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

$$\frac{\text{Bi-Weekly Base Salary}}{10 \text{ days}} \times \text{No. of days absent} = \text{Amount to be deducted}$$

ARTICLE 15
RETIREMENT COMPENSATION

- 15.1 Employees may accumulate up to 340 sick leave days, however, the BOARD will pay, upon retirement, a cash bonus in the amount of forty percent (40%) of accumulated sick leave days not to exceed 225 days. Such compensation shall also be available in the 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 Public Act 84-812.
- 15.2 The retirement compensation shall be paid ratably over the last six (6) months of employment, provided the employee signs an irrevocable Notice of Retirement not less than seven (7) months prior to the employee’s stated retirement date (This is optional.).
- 15.3 Should an employee use sick leave days during the seven (7) month period, the BOARD shall have the right to offset any such payments from future retirement compensation payments due the employee under this Article.
- 15.4 5 + 5 Retirement Incentive The BOARD will offer an IMRF 5 + 5 Early Retirement Incentive during the period June 1, 2010 to May 31, 2011. Employees must submit Letter of Intent to retire under the 5 + 5 at least seven (7) months in advance of the date of retirement or before October 31, 2010 in order to take advantage of 15.1 – 15.4.
- 15.5 Provided no lapse in coverage has occurred, the employee will pay 25% of the Health Care Premium, District 150 will pay the equivalent up to 75% of the cost of the regular deductible Health Care Premium for the employee for those meeting one of the following eligibilities:
- A. 30 years of experience at age 55 to 57.
 - B. 20 years of experience at age 58 to 62.

- C. 15 years of experience at age 63 to 65. At age 65 the District will no longer cover the Health Care Premium for retirees, as they will be covered by Medicare.

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

In addition, the District will pay \$500.00 toward the incremental cost of family coverage.

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 16
TAX DEFERRED ANNUITY PROGRAM

There shall be made available to all regular full-time and part-time employees employed 600 or more hours, by payroll deductions, the Tax Deferred Annuity contracts issued by a qualified provider indemnifying the district against penalty, except that no contact may be made with any employee during regular working hours, nor in school buildings or 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 17
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 to the following December 31st.

ARTICLE 18
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 19
GROUP HOSPITALIZATION AND MEDICAL INSURANCE

- 19.1 Dependent coverage shall extend to age 26. Should the 2010 federal regulations be changed, the District will extend coverage to age 19, unless the dependent is a full-time student and then eligibility shall be extended to age 26.
- 19.2 Health Insurance The BOARD will pay up to the following amounts for Group Health Insurance for full-time employees for the 2010 – 2011 school year: \$5,537.58 for employee coverage; \$11,050.30 for employee/spouse coverage; \$9,947.82 for employee/children coverage; and \$14,909.49 for family coverage.

Any increase in premiums above and beyond the amounts listed above for the 2010 – 2011 school year shall be split 50/50 by the UNION and the BOARD OF EDUCATION.

Starting the 2011 – 2012 school year the BOARD will pay 90% of the insurance premium cost of group hospital and medical insurance coverage for employee, employee/children, employee/spouse and family coverage for full-time employees. Full-time employees are: clerical employees who work at least seven (7) hours per day; cafeteria employees who work at least six (6) hours per day on a regular basis; and paraprofessional employees who work at least six and one-half (6½) hours per day.

An employee's spouse is not eligible to enroll in the District's health plan if group healthcare coverage is available to the spouse through his or her non-District 150 employer. Members meeting IMRF retirement qualification may participate in the District's group rate in accordance with Section 15.5 of this agreement. Pre-certification requirements, penalties, co-payments, deductibles are covered within the employee's selected plan. Employees should refer to their individual plan requirements.

In the event that any other bargaining unit is to receive group medical benefits in excess of this agreement, then the Board and the Union agree to reopen negotiations upon request on all sections of this agreement that impact wages of the employees and the finances of the District.

- 19.3 The bargaining unit shall have representation on the insurance committee.

ARTICLE 20
GROUP LIFE INSURANCE (all three (3) groups)

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 21
SICK LEAVE

- 21.1 Each full-time employee working less than 12 months shall be credited with a sick leave reserve of 12 days of full pay for each year of eligible service in the Peoria Public Schools. Full-time employees working 12 months and full-time Cafeteria employees shall be credited with a sick leave reserve of 13 days of full pay for each year of eligible service in the Peoria Public Schools. If a full-time employee has accumulated more than 23 days 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. Each employee shall receive annually, on or before October 1, a report of that employee's current available sick leave. Such sick leave reserve may accumulate to a maximum of 340 days.
- 21.2 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.
- 21.3 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.
- 21.4 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 rate 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.
- 21.5 Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness in the employee's immediate family. The immediate family, for purposes of this section, shall include: parents, spouse, sibling, child, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or legal guardian.
- 21.6 Sick leave shall not be debited for legal holidays or vacations.
- 21.7 In cases of continuous illness where an employee received compensation because of accumulated sick leave, a physician's or practitioner's certificate shall be submitted to Human Resources, if the employee is absent for more than ten days. A physician's certificate may be

required as deemed necessary in other cases where an employee has missed three (3) consecutive days or shown a questionable pattern of sick leave use or a record of excessive sick leave use. The District may, at its expense, require an employee to be examined by a physician of its choosing. Attendance is an essential element of every job covered by this Agreement.

- 21.8 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.
- 21.9 All sick leave shall be computed on an hourly basis. If an employee qualifies for loss of time benefits under Worker's Compensation, items 21.10, 21.11 and 21.12 will apply.
- 21.10 Absence up to 30 days per year due to duty-connected injury shall not be deducted from the employee's accumulated sick leave providing he/she qualifies for benefits under Worker's Compensation. During this period, the BOARD shall pay the employee's full salary.
- 21.11 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.
- 21.12 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.
- 21.13 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.
- 21.14 Sick Leave Bank Employees may enroll in the Sick Leave Bank during the months of October and November of each year, contributing two (2) sick leave days that year and two (2) sick leave days the following year. A committee of four (4) shall be selected by the Director of Employee Services and the UNION with equal representation to establish rules and regulations concerning the use of the Sick Leave Bank by members of the bargaining unit. No employee shall be allowed to use Sick Leave Bank days unless their individual accumulated sick leave is exhausted. The Sick Leave Bank is to be used in cases of catastrophic illness. The decision of the committee shall be final and not subject to the grievance procedure.

In any one school year, no more than 90 Sick Leave Bank days may be used by any member of the bargaining unit. No member may use more than 180 Sick Leave Bank days during his/her employment with District 150. Any employee who uses the Sick Leave Bank shall repay the Sick Leave Bank for up to 45 days used in subsequent school years by reducing future sick leave days by 25% of the total earned until all 45 sick leave days have been repaid. An employee may repay the bank at a rate of 50% or 75% if they so choose.

- 21.15 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, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or legal guardian.

Sick leave will not be charged for Funeral Leave. 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.

If a staff member has no personal leave days remaining, such staff member shall be allowed one (1) day of leave with pay to attend the funeral of a person, not covered by the first and second paragraphs above providing that the cost of a substitute for the day is deducted from the compensation paid to that staff member.

ARTICLE 22

FAMILY AND MEDICAL LEAVE

- 22.1 All terms used in this Section have the meaning as they are defined and used in the Family and Medical Leave Act and its regulations.
- 22.2 Full-time staff members are "Eligible Employees" who are entitled to a total of twelve (12) work weeks 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.
- 22.3 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/her 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 22.4 below.

- 22.4 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.

22.5 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 re-certifications.

22.6 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.

22.7 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 22.4 C and D above.

22.8 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.

22.9 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.

- 22.10 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 23
PARENTAL LEAVE

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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 24
LEAVE OF ABSENCE WITHOUT PAY

- 24.1 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

24.2 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 a serious health condition after the employee has exhausted FMLA Leave, 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.
- J. Any employee who takes a leave in order to fulfill his/her student teaching requirements shall be returned to his/her previous position with the District.

24.3 Regular twelve-month part-time employees may have up to 10 days leave of absence without pay upon appropriate notice to the Director of Human Resources; provided that the requested leave does not occur during either the first two weeks or last two weeks of the school year.

24.4 Cafeteria

All employees shall be granted a leave of absence without pay for not to exceed five (5) days during the school year, upon the following terms and conditions:

- A. Requests shall be in writing and directed to the Director of Human Resources two (2) weeks prior to day(s) to be taken.
- B. Eligibility shall be based on a minimum of two (2) years of continuous employment.
- C. No more than one (1) Cafeteria employee shall be granted a leave of absence from any building at the same time.
- D. Up to two (2) employees may be granted a leave of absence in a high school building at the recommendation of the Cafeteria Manager and approval of the Director of Human Resources or designee.

ARTICLE 25
PERSONAL LEAVE

25.1 A maximum of two Personal Leave Days per year, non-cumulative shall be granted to fulfill personal matters which cannot, through the exercise of reasonable diligence, be scheduled outside the normal work hours.

25.2 An employee intending to use such leave will give written notification to the building principal 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.

25.3 Except under extenuating circumstances, Personal Leave days shall not be granted the day before or after a holiday or vacation periods.

25.4 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 Leave is subject to discipline.

25.5 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 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 Leave for the school year.

- 25.6 Unused Personal Leave days will be added to accumulated sick leave days for the following year. Such sick leave reserve may accumulate to a maximum of 340 days.
- 25.7 All personal leave shall be computed on an hourly basis.

ARTICLE 26
OVERTIME/OVERLOAD

A. Overtime - Clerical and Cafeteria

1. For purposes of overtime, the normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours.
2. Overtime shall be work performed outside the scheduled work times in excess of the normal work week and/or normal work day.
3. Overtime shall be paid at 1-1/2 times the member's/employee's regular hourly rate of pay unless otherwise specified in this Agreement.
4. Work performed outside of the normal work schedule but does not qualify for overtime or Cafeteria overload pay shall be paid at the employee's regular rate of pay.
5. School secretaries shall be given the choice to receive either overtime pay or compensatory time for work they perform beyond the eight-hour workday. No school secretary shall accumulate more than two (2) days in compensatory time.
6. The Administration will notify all building Principals of the overtime available for Clerical employees.
7. With the consent of the building principals, a two-hour Clerical Helper will be provided for each school.

B. Cafeteria

1. Overtime and overload shall be voluntary. If there are insufficient volunteers, then the work may be assigned on the basis of reverse seniority.
2. If an employee works on a temporary basis in a higher paid position for more than 5 days, such employee shall thereafter be paid the higher wage rate for the hours worked in such position.

3. Overtime and overload shall be offered on a rotating seniority basis beginning with the most senior first, provided such person is qualified.
4. Overload – Job seniority lists will be maintained by each high school manager. Disparities will be corrected by assigning future overtime to employees who have not received an equal opportunity for overtime.
5. Overtime must be approved by the building principal.
6. If a school production cafeteria is operating short-handed, each cafeteria employee working the shift shall be paid an additional \$0.50 cents per hour for each employee that is missing. However, no employee shall be paid more than an additional \$1.00 per hour when short-handed.

ARTICLE 27
EXTRA COMPENSATION

27.1 Mileage Members of the bargaining unit who are required to use their personal vehicles for District business shall be entitled to receive reimbursement based upon the current District rate.

27.2 Clerical

- A. Clerk-Typists and Substitute Callers who are required, as part of their job duties, to either begin or end their working day at unusual hours shall receive an additional \$.50 per hour.
- B. \$1,200 additional upon attainment of a CPS certificate. (Prorated for weeks worked on a full-time basis).

27.3 Cafeteria - Cleaning Days

High School employees will receive an additional one (1) hour of pay on three (3) cleaning days.

At each non-production cafeteria facility two (2) cleaning days may be authorized when deemed necessary and with prior approval of the building principal.

Cleaning day work is voluntary. A Sign Up Sheet will be posted for employees to sign with their name and time available to work and those employees will be called to work. Management will determine the starting time, the work to be completed, and when the work is completed, at which time employees will be released.

27.4 JROTC For each activity performed, a 2% increment shall be paid pursuant to the rules and regulations of Schedule C of the Collective Bargaining Agreement between the Board and Local 780 of the Illinois Federation of Teachers, provided that the following conditions have been satisfied:

A. The high school Principal and JROTC Instructor must mutually agree in writing to the activities which will be conducted.

B. The activities must be from the following list of activities:

Color Guard
Drill Team
Saber/Sword Team
Honor Guard
Athletic Team
Academic Team
Air Rifle Team

C. No more than three activities may be conducted at any one high school.

D. If more than one officer conducts the same activity, then the increment must be shared.

ARTICLE 28 **RESTRICTED DUTIES**

28.1 No employee shall be required to administer medication to students.

28.2 No employee shall be required to regularly perform work outside of his/her job discipline.

28.3 Paraprofessional

A. Teacher assistants shall not be responsible for developing written lesson plans nor shall they be responsible for introducing new material to students in lieu of a certified staff member.

B. Teacher assistants may be directed to follow lesson plans written by a certified staff member for the purpose of reinforcing concepts previously introduced by the certified staff member.

C. Teacher assistants shall not be used as substitute teachers, unless the assistant holds a valid Illinois Teaching Certificate or a Substitute Certificate. In such cases, the teacher assistant shall be paid an additional stipend of \$12.50 if they substitute for

less than ½ day and \$25.00 if they substitute for more than 1/2 day. Teacher assistants shall not be reassigned to substitute for a teacher assistant who is absent from his/her work assignment due to serving as a substitute teacher.

- D. Teacher assistants shall not be left unsupervised by a certified staff member to perform instructional duties. Teacher assistants may be left unsupervised by a certified staff member in a non-instructional setting; this may be done only for relatively short periods (30 minutes or less) and not for the purpose of releasing the certified staff member from duty.

ARTICLE 29
ATTENDANCE BONUS

- 29.1 All clerical and paraprofessional employees with Outstanding Attendance shall be eligible for an annual bonus, as follows: \$250.00 for use of no sick days or unpaid leave and only one (1) personal day for the entire year. Bereavement days do not count against outstanding attendance.
- 29.2 Cafeteria All cafeteria employees may receive an incentive for a semester equivalent to one day's pay at the employee's regular schedule hours. Such incentive shall be paid if an employee has missed no more than one (1) day during the semester excluding jury duty.

ARTICLE 30
LONGEVITY BONUS

30.1 Clerical and Paraprofessional Employees

Over 25 yrs.	\$500
Over 20 yrs.	\$400
Over 15 yrs.	\$300
Over 10 yrs.	\$200

30.2 Cafeteria

Longevity Increments:

- A. \$.05 per hour after three (3) years of service
- B. \$.10 per hour after six (6) years of service
- C. \$.15 per hour after nine (9) years of service
- D. \$.20 per hour after twelve (12) years of service
- E. \$.25 per hour after fourteen (14) years of service
- F. \$.30 per hour after sixteen (16) years of service

- G. \$.35 per hour after eighteen (18) years of service
- H. \$.40 per hour after nineteen (19) years of service
- I. \$.45 per hour after twenty (20) years of service
- J. \$.50 per hour after 21 years and through 24 years of service
- K. \$.60 per hour after 25 years and through 29 years of service
- L. \$.68 per hour thirty (30) years of service and over.

Longevity increments will be given to all employees who began work on or before October 1, retroactive to the first day of school.

ARTICLE 31
REGULAR PART-TIME FRINGE BENEFITS

Regular part-time employees who are scheduled to work more than 600 hours per year shall be entitled to the following benefits:

- 31.1 Sick Days Employees who contribute to IMRF, but are less than full-time, shall be eligible for 10 sick days per year, which shall accumulate to a maximum of 340 days.
- 31.2 Jury Duty The Board shall pay the regular salary to employees called to serve as jurists on jury duty or subpoenaed to appear before legal and quasi-legal review panels as witnesses. The employees shall remit to the District any per diem expenses received as part of such service.
- 31.3 Adult Education Employees enrolled in District 150's Adult Education Courses shall be eligible for a full tuition refund after satisfactorily completing such specialized courses.
- 31.4 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.
- 31.5 Funeral Leave A part-time employee may have up to three (3) days leave with pay to attend the funeral of a parent, spouse, sibling, child, grandparent, grandchild, member of the household, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or legal guardian. Sick leave will be charged for Funeral Leave, except for Cafeteria employees that are IMRF eligible. If an employee does not have sufficient sick leave reserve, then they will be granted a leave of absence without pay. If a death certificate is requested, the District shall pay for a copy. Cafeteria employees who work less than 3.5 hours per day shall be given up to three (3) bereavement days with pay to attend the funeral of a member of their immediate family.
- 31.6 Personal Leave A part-time employee will be granted one (1) personal leave day with the requirements as defined in Article 25.

ARTICLE 32
EFFECTS OF AGREEMENT

- 32.1 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.
- 32.2 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 Peoria Federation of Support Staff, or with any individual staff member on these topics.
- 32.3 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.
- 32.4 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.

ARTICLE 33
DURATION OF AGREEMENT

The term of this Agreement shall be for three years, from July 1, 2010 to June 30, 2013.

Dated this _____ day of _____, 2011.

For the Peoria Federation of Support Staff
Clerical, Cafeteria and-Paraprofessional and
School Related Personnel, IFT-AFT/AFL-CIO

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

(Memorandum of Understanding numbers 3 and 4 have been moved to Article 26.)

APPENDIX A
SALARIES AND REGULATIONS – ALL EMPLOYEES

2010 - 2013 SALARIES & WAGES – PARAPROFESSIONALS

2010 – 2011 Salary Scale

Step	60	75	90	105	Bachelors
1	16,721	18,395	19,313	20,278	21,292
2	17,391	19,104	20,058	21,061	22,114
3	18,087	19,862	20,856	21,899	22,994
4	18,810	20,650	21,683	22,766	23,905
5	19,562	21,277	22,546	23,673	24,857
6	21,958	24,093	25,300	26,564	27,892
7	24,100	26,236	27,442	28,707	30,035

2011 – 2012 Salary Scale

Step	60	75	90	105	Bachelors
1	17,222	18,947	19,892	20,886	21,931
2	17,913	19,677	20,660	21,693	22,777
3	18,630	20,458	21,482	22,556	23,684
4	19,374	21,270	22,333	23,449	24,622
5	20,149	21,915	23,222	24,383	25,603
6	22,617	24,816	26,059	27,361	28,729
7	24,823	27,023	28,265	29,568	30,936

- All paraprofessionals receive a 3% increase during 2011-2012.

2012 – 2013 Salary Scale

Step	60	75	90	105	Bachelors
1	17,222	18,947	19,892	20,886	21,931
2	17,913	19,677	20,660	21,693	22,777
3	18,630	20,458	21,482	22,556	23,684
4	19,374	21,270	22,333	23,449	24,622
5	20,149	21,915	23,222	24,383	25,603
6	22,617	24,816	26,059	27,361	28,729
7	24,823	27,023	28,265	29,568	30,936

- Any employee who does not qualify for step movement shall receive a 3% increase.

**COTA, LPTA, NURSES, SIGN LANGUAGE INTERPRETERS
2010 – 2011 Salary Scale**

<u>Step</u>	
1	27,400
2	28,007
3	28,787
4	29,508
5	30,246
6	31,002
7	31,777
8	32,572
9	37,717

**COTA, LPTA, NURSES, SIGN LANGUAGE INTERPRETERS
2011 – 2012 Salary Scale**

<u>Step</u>	
1	28,222
2	28,847
3	29,651
4	30,393
5	31,153
6	31,932
7	32,730
8	33,549
9	38,849

**COTA, LPTA, NURSES, SIGN LANGUAGE INTERPRETERS
2012 – 2013 Salary Scale**

<u>Step</u>	
1	28,222
2	28,847
3	29,651
4	30,393
5	31,153
6	31,932
7	32,730
8	33,549
9	40,014

- Any employee who does not qualify for step movement shall receive a 3% increase.

LIBRARY CATALOGERS

		Under 10 yrs.	Over 10 yrs.	25+ yrs	20+ yrs	15+ yrs.	10+ yrs	5+ yrs.
		PLUS LONGEVITY BONUS PER HOUR OF:						
10/11	Hourly Rate:	\$16.26	\$16.89	\$.80	\$.75	\$.70	\$.45	\$.20
11/12	Hourly Rate:	\$16.75	\$17.40	\$.80	\$.75	\$.70	\$.45	\$.20
12/13	Hourly Rate:	\$16.75	\$17.40	\$.80	\$.75	\$.70	\$.45	\$.20

WAGES - CLERICAL PERSONNEL

- I. School Secretary
HS Treasurer
HS Data Processing Clerk
- II HS Principal's Secretary
- III Administrative Accounting Clerk
Administrative Records Clerk
- IV Administrative Assistant
- V Human Resources Specialist
Payroll/Insurance Specialist
- VI Data Processing Systems Analyst

**WAGES – CLERICAL PERSONNEL
2010 – 2011 SALARY SCALE**

STEP	I	II	III	IV	V	VI
1	9.97	10.15	10.32	11.33	12.32	17.11
2	10.32	10.50	10.69	11.74	12.69	17.68
3	10.67	10.85	11.06	12.15	13.06	18.18
4	11.02	11.20	11.44	12.55	13.44	18.69
5	11.37	11.55	11.81	12.96	13.81	19.18
6	11.72	11.90	12.18	13.36	14.18	19.69
7	12.07	12.25	12.55	13.76	14.55	20.19
8	12.42	12.60	12.92	14.17	14.92	20.70
9	12.76	12.94	13.29	14.58	15.29	21.20
10	13.11	13.29	13.67	14.98	15.67	21.70
11	13.46	13.64	14.04	15.38	16.04	22.20
12	13.81	13.99	14.41	15.78	16.41	22.71
13	14.17	14.34	14.78	16.19	16.78	23.21
14	14.52	14.69	15.15	16.60	17.15	23.72
15	14.87	15.04	15.53	17.00	17.53	24.22

16	15.22	15.39	15.90	17.40	17.90	24.71
LGVT	16.33	16.47	17.07	18.69	19.07	26.66

**WAGES – CLERICAL PERSONNEL
2011 – 2012 SALARY SCALE**

STEP	I	II	III	IV	V	VI
1	10.27	10.45	10.63	11.67	12.69	17.62
2	10.63	10.82	11.01	12.09	13.07	18.21
3	10.99	11.18	11.39	12.51	13.45	18.73
4	11.35	11.54	11.78	12.93	13.84	19.25
5	11.71	11.90	12.16	13.35	14.22	19.76
6	12.07	12.26	12.55	13.76	14.61	20.28
7	12.43	12.62	12.93	14.17	14.99	20.80
8	12.79	12.98	13.31	14.60	15.37	21.32
9	13.14	13.33	13.69	15.02	15.75	21.84
10	13.50	13.69	14.08	15.43	16.14	22.35
11	13.86	14.05	14.46	15.84	16.52	22.87
12	14.22	14.41	14.84	16.25	16.90	23.39
13	14.60	14.77	15.22	16.68	17.28	23.91
14	14.96	15.13	15.60	17.10	17.66	24.43
15	15.32	15.49	16.00	17.51	18.06	24.95
16	15.68	15.85	16.38	17.92	18.44	25.45
LGVT	16.82	16.96	17.58	19.25	19.64	27.46

- All clerical employees shall receive a 3% increase in 2011-2012.

**WAGES – CLERICAL PERSONNEL
2012– 2013 SALARY SCALE**

STEP	I	II	III	IV	V	VI
1	10.27	10.45	10.63	11.67	12.69	17.62
2	10.63	10.82	11.01	12.09	13.07	18.21
3	10.99	11.18	11.39	12.51	13.45	18.73
4	11.35	11.54	11.78	12.93	13.84	19.25
5	11.71	11.90	12.16	13.35	14.22	19.76
6	12.07	12.26	12.55	13.76	14.61	20.28
7	12.43	12.62	12.93	14.17	14.99	20.80
8	12.79	12.98	13.31	14.60	15.37	21.32
9	13.14	13.33	13.69	15.02	15.75	21.84
10	13.50	13.69	14.08	15.43	16.14	22.35
11	13.86	14.05	14.46	15.84	16.52	22.87
12	14.22	14.41	14.84	16.25	16.90	23.39
13	14.60	14.77	15.22	16.68	17.28	23.91
14	14.96	15.13	15.60	17.10	17.66	24.43
15	15.32	15.49	16.00	17.51	18.06	24.95
16	15.68	15.85	16.38	17.92	18.44	25.45
LGVT	16.82	16.96	17.58	19.25	19.64	27.46

- Any employee who did not receive step movement shall receive a 3% increase.

**SALARIES AND REGULATIONS FOR CAFETERIA PERSONNEL
EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2013**

A. Managers

Elementary School (Hot Lunch Program) and Elementary Manager/Cook

<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>
12.11/12.53*	13.03	13.68

B. Other Food and Nutrition Service Personnel

Cooks and Bakers

Starting:

<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>
11.53/11.95*	12.45	13.10

After probation for newly hired employees:

<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>
12.08/12.50*	13.00	13.65

Head Snack Bar, Assistant Baker and Assistant Cook

<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>
11.35/11.77*	12.27	12.92

General Help – Less than Six Hours

<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>
10.92/11.34*	11.84	12.49

Six Hours or more

<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>
11.10/11.52*	12.02	12.67

Elementary Lunchroom Assistant

<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>

11.28/11.70*

12.20

12.85

*indicates hard freeze for first semester and \$0.42 increase for second semester