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**PEORIA PUBLIC SCHOOLS  
POLICEMEN'S BENEVOLENT AND PROTECTIVE ASSOCIATION  
UNIT NO. 114  
2008-2010**

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**ARTICLE 1**

**RECOGNITION**

- 1.1 The Board of Education of Peoria District #150, hereinafter referred to as the “Board” or “Employer,” recognizes the Policemen’s Benevolent and Protective Association Unit No. 114, hereinafter, referred to as the “Union,” or “bargaining unit,” as exclusive bargaining agent for all full-time and regular part-time guards and agents.
- 1.2 Managerial, supervisory, confidential, short term and student employees are excluded from the bargaining unit.
- 1.3 Police Officers holding the rank of Lieutenant or Captain are deemed to be managerial employees and are excluded from the bargaining unit.
- 1.4 No members of the Support Staff/bargaining unit 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.

**ARTICLE 2**

**NEGOTIATION PROCEDURES**

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

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

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

- 2.4 **Scope of Negotiations** – The Union and the Board agree that negotiations in good faith shall encompass the following: salary, fringe benefits, hours of work, and terms and conditions of employment.
- 2.5 **Power to Negotiate** – It is the mutual responsibility of the Board and Union to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, and to reach tentative agreement which shall be submitted to the Board and Union for ratification.
- 2.6 **Negotiation Team Membership** – Each party to negotiations shall select its individual negotiating representatives provided that the Board shall not select a 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 June 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 materials shall be prepared for the Board and the Union and initialed prior to the adjournment of the meeting at which such agreement was reached, or at the next meeting.
- 2.9 **Final Approval** – When the Union and the Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the members of the Union for ratification and the Board for approval.
- 2.10 **Declaration of Impasse** – If agreement is not reached on all items listed in the “Scope of Negotiations,” Paragraph 2.4, prior to August 1, either party may declare to the other in writing that an impasse exists and call for a mediator, under the rules and regulations pertaining to 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 or coerce any employee because of union membership or union activity or because of a lack thereof. Neither of the parties hereto shall discriminate against any employee on account of race, color, religion, national origin, sex, age, physical and/or mental handicap, political affiliation or belief.

### **ARTICLE 4**

#### **UNION SECURITY**

- 4.1 **Dues Deduction** – The professional dues of Union members may be deducted by the Payroll Department in accordance with the following stipulation. Payroll deductions shall be available to members of the Union providing the Union member shall give written consent for such deduction to the Payroll Department at least 21 days prior to the date of the first annual scheduled payroll deduction. Written consent for dues deductions at a time subsequent to the first annual scheduled payroll deduction shall be at least 10 days prior to the date of any subsequent deduction date.
- 4.2 **Number of Deductions** – The dues shall be deducted in an equal amount 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 its organization. The Union agrees to indemnify the Board from claims arising from the use of 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's written consent for the deduction of dues shall remain in effect until cancelled by the participating union member.

The payroll department shall be informed by the Union by August 15, of the amount to be deducted except for the first year.

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; provided that not less than 75% of the bargaining unit joins the union.
- B. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.
- C. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union within ten (10) work days of said deduction unless required to remit a fee to the Labor Board for escrow.
- D. The Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.
- E. The Union and the Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.
- F. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.
- G. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of

action taken by the Board for the purposes of complying with the above provisions of this Section, 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 Section 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.
- I. If, at any time, during the term of this Agreement, Union membership is less than 75% of the total number of employees in the bargaining unit, then this fair share provision shall be automatically deleted from the Agreement effective on the next July 1<sup>st</sup> anniversary date.

## **ARTICLE 5**

### **PROFESSIONAL GRIEVANCE PROCEDURE**

#### **5.1 Definitions and Rules**

- A. Definition: A grievance is any difference arising between District #150 and the Union or any member of the bargaining unit with respect to the interpretation or application of the Agreement.
- B. All time limits herein shall consist of school days except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. School days for the purpose of the grievance procedure shall mean staff employment days.
- C. All grievance time limits shall be followed except by written mutual agreement between parties involved. Illness or other incapacity of the staff member shall be grounds for any necessary extension of the grievance time limits.
- D. The failure of the aggrieved person to act within the prescribed time limits will act as a bar to any further appeal. If no decision has been rendered within the time indicated within a step, then the grievance shall be processed to the next step.

E. Every member of the bargaining unit covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual member of the bargaining unit, should he/she so elect, from presenting a grievance and having it adjusted without representation of the Union, although the Union shall have the right with the consent of the grievant 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.

### 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 Director of Human Resources or designee. Such written grievance shall be submitted within ten (10) working days of the Principal/Supervisor's reply at Step #1 or, in the absence of such reply, within ten (10) working days of the date the reply was due.

The written grievance shall state the nature of the grievance, shall note the specific clause(s) of the Agreement allegedly violated and shall state the remedy requested. Within ten (10) days after such written grievance is filed, the aggrieved, the representative of the aggrieved as desired, the Principal/Supervisor, and the Director of Human Resources or designee shall meet to resolve the grievance. The Director of Human Resources or designee shall make a decision within ten (10) days of the second step grievance meeting and communicate the decision and the reason for it in writing to the member of the bargaining unit.

### Step #3

Binding Arbitration: In the event that the grievance has not been satisfactorily resolved at Step #2 of the Grievance Procedure, upon request of the Union and/or the grievant, the Director of Human Resources or designee and the Union shall select the arbitrator from the Labor Mediation Roster maintained by the Illinois Educational Labor Relations Board. A Panel of five (5) arbitrators shall be submitted to both the Union and the Administration. If the Director of Human Resources or designee and the Union are unable to agree upon one of the panel members to resolve the grievance, an arbitrator shall be chosen by each party alternately striking one name from the list until one name remains. The remaining name shall be the name of the arbitrator. The Union shall strike the first name, the Director of Human Resources or 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.) The decision of the arbitrator shall be binding on the parties.

Expenses for the Arbitrator's service 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 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 Agreement** – 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 AND LABOR/MANAGEMENT COMMITTEE**

- 6.1 **Union Bulletin Boards** – the Union may use reasonable space on existing office bulletin boards in each security office.
- 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 New employees shall be provided a copy of the most current Agreement between the Union and the Board. An overtime list shall be provided to the Union president on a monthly basis, but not more frequently than once a month.
- 6.3 The Union shall be allowed to meet with members of the bargaining unit prior to regular work hours, after regular work hours or at lunch time at a place designated by the principal or supervisor.
- 6.4 The Director of School and Community Relations will upon request provide an information packet to the President of the Union prior to each school board meeting.
- 6.5 An appropriate number of security agents shall be assigned to school events to provide adequate safety for students and District employees; provided, however, not less than two (2) security agents shall be assigned to boys' varsity football and basketball games.
- 6.6 The Employer will provide adequate supplies and equipment to Security personnel.
- 6.7 Employees shall have access to their personnel files on reasonable notice. An employee shall have the right to add an explanation or other statements to any evaluation, reprimand or written warning.

6.8 At least quarterly the parties shall meet to discuss issues relating to the Campus police department. Three members of the Union's Executive Board, inclusive of the Union's labor representative, shall be present at such meetings. The District may be represented by a representative or representatives of its choosing. Such meetings shall be held outside of the Union members' normally scheduled hours of work and shall not be subject to compensation.

## **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.
- 7.2 **Promotions** – Seniority of employees shall be an important factor, but not necessarily the only factor, in determining promotions within the bargaining unit. 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 positions, 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. Managerial, supervisory, or administrative positions may be filled without regard to seniority; however, employees of District 150 with equal or better qualifications will be given preference over non-district employees.
- 7.3 **Voluntary Transfers** – Transfers shall be defined as a change from building to building or from shift to shift.
- A. Seniority shall be considered in determining voluntary transfers; provided, however, transfer applications shall not be considered unless:
- (a) the employee has two years seniority with the District. This requirement may be waived with the consent of the parties hereto; 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 year.

- B. 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 to make such decision fairly and without favoritism. The employer's consent shall not be unreasonably withheld.
- C. Upon application and acceptance of a transfer, the officer will have five (5) working days to withdraw the request. After five (5) working days, the transfer will be signed by the building principal for final approval. Transfers will normally be instituted within ten (10) days of the final approval of the transfer, unless staffing problems (i.e. shortages) prevent such timely transfer.

7.4 **Involuntary Transfers** – Seniority shall be a consideration but not the only consideration in determining involuntary transfers. The District shall also consider the operational necessities of various buildings, the performance evaluation of officers, the preferences of officers to work at particular work locations, and the overall operational needs of the District at the time an involuntary transfer is made. The District will provide reasonable notice to the Union prior to making an involuntary transfer.

7.5 **Vacancy Notices** – The administration shall inform employees via the District's website and in writing, via hand delivery to the Union's President, when vacancies exist. Employees shall be allowed to have access to the District's computers for the purpose of viewing the District employment opportunities and other District information.

7.6 **Layoffs, Recalls, and Job Seniority** – Seniority shall begin on the official date that an employee is hired by official Board action.

Seniority is the only factor in determining layoffs and recall rights (1 Year); provided, however, the employee subject to layoff or recall must be qualified to perform the job duties of other employees with less seniority within the bargaining unit at the time a layoff or recall is being considered.

District 150 agrees not to subcontract bargaining unit work within the jurisdiction of the Union, with the exception of that work which has been previously subcontracted based upon past practice, through June 30, 2010.

In the event that any layoffs are necessary within the bargaining unit, District #150 agrees to bargain the impact of such decision(s).

## **ARTICLE 8**

### **DISCIPLINE**

In the event of a suspension or discharge, the employee may file a grievance and have it processed in accordance with the Grievance Procedure. No employee shall be confronted or warned before other employees, students, or the public in order to avoid public embarrassment to the employee and the Employer. Employees shall have the right of Union representation at any conference regarding allegations of misconduct. Disciplinary action taken by the District shall remain confidential, except for Board resolutions regarding termination of employment. No disciplinary action, other than a reprimand shall be taken against an employee unless a written notice of alleged misconduct or lack of performance is given to the employee prior to disciplinary action. An employee not performing his/her duties satisfactorily shall be notified by the District of the reason(s) for his/her deficiencies. The District shall also notify the Union that disciplinary action is pending. All new employees shall serve a probationary period of one (1) year from the date of employment.

## **ARTICLE 9**

### **JOINING OR NOT JOINING ANY LAWFUL ORGANIZATION**

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 as jurists or subpoenaed to appear before legal and quasi-legal review panels as witnesses. The employee shall remit to the district any per diem expenses received as part of such service.

## ARTICLE 11

### ADVANCED STUDY/WORKSHOPS/CONFERENCES

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

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

In addition, personnel who enroll at other recognized training institutions, based on time and the kind of training, 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.

Approved in-service workshops/conferences attendance will not be charged as sick days.

## ARTICLE 12

### RETIREMENT COMPENSATION

12.1 District 150 will pay upon retirement a cash bonus in the amount of forty percent (40%) of accumulated sick leave days not to exceed 260 days. Such compensation shall also be available in case of death of an employee to the widow, widower, or dependent children. In the case of a single employee such compensation is available to his/her dependent parents. Up to sixty percent (60%) of accumulated sick leave days may be used for "creditable service" under Public Act 84-812. The bonus shall be paid ratably over the last six (6) months of employment, provided the employee signs an irrevocable Notice of Retirement not less than nine (9) months prior to the employee's stated retirement date. Should an employee use sick leave days during the nine (9) month period, the District shall have the right to offset any such payments from future retirement bonus payments due the employee under this Article. (For the 2000-2001 school year, the Notice of Retirement can take place up to January 1, 2001, and the payments will be allocated over the last six (6) months of regular payments.)

12.2 **Early Retirement Incentive** – Effective March 1, 2009, provided no lapse in coverage has occurred to December 31, 2010, the Board shall pay an amount not to exceed

\$5,756.00 for health care premium for the employee for those meeting one of the following eligibilities:

- A. 30 years of service at age 55 through 57
- B. 20 years of service at age 58 through 62
- C. 15 years of service at age 63 to 65. At age 65 the District will not cover the Health Care Premium for retirees. They will be covered by Medicare.

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

Effective January 1, 2001 co-pays for employee pharmaceuticals shall be adjusted based upon the recommendation of the Insurance Committee, but in no event shall the co-pays be less than \$5.00 generic/\$10.00 formulary brands/\$25.00 non-formulary brands. Future increases in pharmaceutical co-pays during the contract shall be based upon underwriting experience.

### **ARTICLE 13**

#### **TAX DEFERRED ANNUITY PROGRAM**

There shall be made available to all regular full-time employees, by payroll deductions, the Tax Deferred Annuity contracts issued by any company which has been approved to do business in the State of Illinois, except that no contact may be made with any employee during regular working hours, nor in school buildings 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 14**

#### **FLEXIBLE BENEFIT ACCOUNT**

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

**ARTICLE 15**

**TAX SHELTERED RETIREMENT**

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

**ARTICLE 16**

**GROUP HOSPITALIZATION AND INSURANCE**

Effective March 1, 2009 until December 31, 2009, the Board shall provide the following health insurance coverage to all members of the bargaining unit and shall contribute the following amounts towards such insurance:

Employee	\$4,977.00
Employee and Spouse	\$9,931.44
Employee and Children	\$8,940.60
Full Family	\$13,400.16

Effective January 1, 2010 until December 31, 2010, the Board shall provide the following health insurance coverage to all members of the bargaining unit and shall contribute the following amounts towards such insurance:

Employee	\$5,756.00
Employee and Spouse	\$10,725.48
Employee and Children	\$9,656.28
Full Family	\$14,098.68

If the cost of health insurance on January 1, 2010 is above the rates listed above, the employees shall share the cost of the increase with the Board at a rate of 50%. For instance, if the cost of employee coverage is \$6,000.00 on January 1, 2010, the Board shall pay \$5,878.00 and the

employee shall pay \$122 per year. In no event shall employees pay more than 25% of the total cost of the premium. Further, if the employer amounts set forth above exceed the actual costs of medical insurance, under no circumstances shall the employee be entitled to any excess amount.

Dental Insurance: Effective January 1, 2001, eighty percent (80%) of the cost of group dental insurance coverage for regular, full-time staff members, if requested, will be paid by the District. Such coverage shall require a \$50 deductible per person to a maximum annual claim limit of \$1,000 per person.

## **ARTICLE 17**

### **GROUP LIFE INSURANCE**

A regular, full-time employee 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 to a maximum additional coverage of \$100,000.

## **ARTICLE 18**

### **SICK LEAVE**

- 18.1 Each full-time employee shall be credited with a sick leave reserve of twelve days of full pay for each year of eligible service in the Peoria Public Schools. Such sick leave reserve may accumulate to a maximum of 260 days. If a full-time employee has accumulated more than 23 and less than 72 sick leave days prior to the commencement of any school year and during such year has exhausted all accumulated sick leave, then such employee may use up to three additional sick leave days in that school year. Each employee shall receive annually on or before October 1, a report of that employee's current available sick leave.
- 18.2 Any employee who is appointed after the opening day of the normal working year shall be credited with one day of sick leave for each full month left in the normal working year.

- 18.3 Each year at the beginning of an employee's term of employment, he shall have immediately available for use his/her entire sick leave reserve for that year as defined above, except that newly appointed employees must report for duty before being eligible for sick leave.
- 18.4 **Extended Sick Leave Benefits**
- A. After employees have exhausted their regular sick leave reserves, they may apply for disability benefits provided by the District through the Illinois Municipal Retirement Fund and receive one-half of their regular 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.
- 18.5 Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the employee's immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grand-children, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and legal guardians. Attendance is an essential element of every position covered within this bargaining unit.
- 18.6 Sick leave shall not be debited for legal holidays.
- 18.7 In cases of continuous illness where an employee received compensation because of accumulative sick leave, a physician's or practitioner's certificate shall be submitted to the Human Resources Department, if the employee is absent for more than ten days. A physician's certificate may be required as deemed necessary in other cases.
- 18.8 The Board shall have the right to require an employee to submit to an independent medical examination at the employer's expense. The resultant diagnosis, prognosis, and restriction and whether fit or unfit for duty shall be released to the Employer. If the employee believes that the diagnosis, prognosis, and restriction is inaccurate, the employee may be tested by a physician of her/her choosing.

- 18.9 No employee shall lose his/her accumulated allowance of unused days of sick leave by reason of having been on leave of absence or because of service in the Armed Forces of the United States.
- 18.10 In the event an employee shall become ill during the school day, there shall be no consequent loss of pay for that day, except in the case of employees who have used up their current and accumulated sick leave. If employees qualify for loss of time benefits under Worker's Compensation, Items 18.10, 18.11, and 18.12 will apply. If an employee is present at the beginning of any half-day session, attendance shall be credited for the entire half-day.
- 18.11 Absences due to duty connected injury shall not be deducted from the employee's accumulated sick leave provided he/she qualifies for benefits under Workers' Compensation.
- 18.12 Absence of up to thirty (30) days per year due to duty-connected injury shall not be deducted from the employee's accumulated sick leave provided he/she qualifies for benefits under Workers' Compensation. During this period, the Board shall pay the employee's full salary.
- Absences up to ninety (90) days per year due to injury from an assault and battery sustained while on duty as an employee of District No. 150 shall not be deducted from the employee's sick leave. During this period, the Board shall pay the employee's full salary.
- 18.13 In the event that an employee was hired by the District on or before August 16, 1991, has been continuously employed within this Bargaining Unit, has attained his/her 51<sup>st</sup> birthday and has work-related injury or illness covered under the Illinois Workers' Compensation Act, then such employee shall have the right to elect the Workers' Compensation Benefits provided in paragraphs 18.10 through 18.12, inclusive, of the Collective Bargaining Agreement that expired August 16, 1991. This election is for only one work-related injury or illness; i.e., if an employee who is injured at age 52 elects to receive the benefits provided under the prior Union Contract, then such employee would be limited to present Contract language for any subsequent work-related injury or illness.
- 18.14 A full-time employee may use as many as five days of accumulated sick leave upon his/her adoption of a child or upon the birth of a child of which he is the father.

18.15 Beginning July 1, 2009 Bargaining Unit Members shall receive the following sick leave incentive per fiscal year:

Zero sick leave days used	\$300.00
One sick leave day used	\$225.00
Two sick leave days used	\$150.00
Three sick leave days used	\$75.00

This incentive shall remain in full force and effect so long as the same incentive is a benefit received by the full-time faculty employed by Peoria Public Schools District 150.

## ARTICLE 19

### COMPUTATION OF SALARY DEDUCTIONS

#### 19.1 Security Personnel

A. The following formula shall be used for computing the salary of security personnel employed 181 working days a year:

$$\frac{\text{Annual Salary}}{181 \text{ days}} \times \begin{matrix} \text{No. of working} \\ \text{days worked in} \\ \text{fiscal year} \end{matrix} = \begin{matrix} \text{Amount earned} \\ \text{by employee for} \\ \text{partial year service.} \end{matrix}$$

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

$$\frac{\text{Annual Salary}}{181 \text{ days}} \times \begin{matrix} \text{No. of working} \\ \text{days absent} \end{matrix} = \begin{matrix} \text{Amount} \\ \text{to be deducted} \end{matrix}$$

## ARTICLE 20

### LEAVE OF ABSENCE WITHOUT PAY

20.1 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:

a) The nature of the request.

- b) The recommendation of the building principal.
- c) The availability of a qualified substitute.

20.2 Leave of absence for more than twenty days: employees may be granted a leave of absence for twenty (20) days or more only by action of the Board based on the following conditions:

- A. Requests for leave shall be in writing and directed to the Director of Human Resources.
- B. Eligibility shall be based on a minimum of two (2) years of continuous employment in the Peoria Public Schools.
- C. All leaves of absence without pay shall be limited to one work year. Further extension shall be limited to one normal work year. Further extension shall be at the discretion of the Board. No leave shall be extended beyond two (2) years.
- D. Except for parental leave, all leaves without pay should commence at the beginning of a work year and reinstatement during the work year shall be at the discretion of the Board.
- E. Salary increments or steps on the salary schedule shall not accrue.
- F. Sick leave days shall not accrue, but unused sick leave held at the start of the leave shall be available upon reinstatement.
- G. Written notice of intention to either return or resign shall be given by the employee to the Director of Human Resources sixty (60) days prior to the beginning of the work year. Failure to furnish such written notice shall constitute a notice of resignation.
- H. Employees returning to the District from a leave of absence without pay will be reassigned to the position they left if available, or to any available position for which they are qualified.
- I. Leaves of absence without pay may be granted for study, travel to work in an educational program sponsored by an official governmental agency (Peace Corps, Job Corps, etc.), to serve in public office, or for other good and sufficient reason.

### 20.3 **Family and Medical Leave**

1. All terms used in this Section have the meaning as they are defined and used in the “Family and Medical Leave Act of 1993” [PL 103-3] or any regulations promulgated thereunder.
2. Eligible employees (as defined in the Act means those employed for at least twelve (12) months with the District for at least 1250 hours of service with the District during the previous twelve-month period) 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.
3. Leave taken for the birth or placement of a child cannot be taken intermittently or on a reduced leave schedule. Employees seeking intermittent or reduced leave based on a planned medical treatment are required to provide to the Director of Human Resources or his designee a medical certification outlining the dates on which treatment is expected and the duration of the treatment. The employee must also comply with the notice requirements of paragraph 4 below.
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.

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

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

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.
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 4. c and d above.

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.
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.
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 his or her 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.

**20.4 Bereavement 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, daughter-in-law, son-in-law, or legal guardian.

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

## **ARTICLE 21**

### **PARENTAL LEAVE**

- 21.1 A full-time employee who has completed two consecutive school years of service from date of initial employment may elect to receive a leave of absence without pay for the purpose of childbearing or childrearing pursuant to the procedures outlined in Board Policy 5:330.
- 21.2 Should there be a miscarriage, or should the death of the child occur within the period of parental leave, the employee may, in writing, request early reinstatement. Should a position become available, the employee shall be reinstated providing there is a position for which he/she is qualified.
- 21.3 An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform all of her required functions.
- 21.4 A request to elect parental leave shall be made in writing to the Director of Human Resources at least thirty (30) days prior to the date on which the leave is to begin except in a case of emergency. Parental leave shall begin prior to either the birth or adoption of a child. A physician's statement certifying pregnancy shall be submitted with such request.

## **ARTICLE 22**

### **PERSONAL BUSINESS LEAVE**

- 22.1 A maximum of two Personal Business Leave Days per year, non-cumulative shall be granted to fulfill pressing business or legal obligations which cannot, through the exercise of reasonable diligence, be scheduled outside the normal work hours.
- 22.2 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.
- 22.3 Except under extenuating circumstances, Personal Business Leave days shall not be granted the day before or after a holiday
- 22.4 An absence involving a misuse of such leave will be deducted at the daily rate of pay of the employee for each day of absence. Misuse of Personal Business Leave is subject to discipline.
- 22.5 Employees who return from leave, or employed after the opening day of school and on or before the last day of November shall be granted two days Personal Business Leave for that school year. Employees who return from leave, or employed between the first day of December and the last day of February shall be granted one day Personal Business Leave for that school year.
- 22.6 Unused Personal Business Leave days will be added to accumulated sick leave days for the following year. Such sick leave reserve may accumulate to a maximum of 225 days.

## **ARTICLE 23**

### **OVERTIME FOR SUPPORT STAFF MEMBERS/EMPLOYEES**

- 23.1 For purposes of overtime, any hours worked in excess of an eight (8) hour work day will be compensated at one and one-half (1-1/2) times the regular rate of pay.
- 23.2 Overtime shall be work performed outside the scheduled work times in excess of the normal work week and on school holidays.
- 23.3 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.

- 23.4 Work performed outside of the normal work schedule but which does not qualify for overtime pay shall be paid at the member's/employee's regular rate of pay provided, however, any first shift employee scheduled to work an evening will be paid time and a half for the evening hours worked.
- 23.5 Overtime will be afforded in an equitable manner by using a rotating system of overtime. An overtime list will be maintained. When an employee is offered and accepts overtime, the employee's name will be moved to the bottom of the list. When an employee is offered and refuses overtime, the employee's name will be moved to the bottom of the list. Overtime shall be per assigned school and then by seniority. If all refuse the overtime, it shall be assigned to the employee with the least departmental seniority. The Chief will report all overtime on a monthly basis to the Union president. It is agreed that the Chief will provide the "right of refusal" of overtime to the security personnel assigned to the building where the overtime is in fact scheduled.
- 23.6 Officers required to appear in court, on School related cases, on their off-duty time shall receive not less than two (2) hours of overtime pay, if the court appearance occurs in addition to an eight (8) hour day or in a forty (40) hour week. If the court appearance occurs on a holiday or during break, the officer would receive not less than two (2) hours of straight time pay.

## **ARTICLE 24**

### **DUTY ASSIGNMENT AND COMMUNICATIONS**

- 24.1 The district shall send two officers on truancy calls if requested by officer.
- 24.2 The Employer shall schedule a minimum of two (2) officers during the day shift at all high schools. However, the Employer cannot guarantee minimum staffing because of illness or other absences.

## **ARTICLE 25**

### **EFFECTS OF AGREEMENT**

- 25.1 **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.

- 25.2 **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 Police Benevolent and Protective Association, Unit #114, or with any individual staff member on these topics.
- 25.3 **Supplemental Negotiations** – The terms and conditions set forth in this Agreement represent the full, 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.
- 25.4 **No-Strike Clause** – During the term of this Agreement and pursuant to the Illinois Educational Labor Relations Act, the Union agrees that neither it nor any of its member organizations authorize, sanction, condone or acquiesce in nor will any member of the various organizations it represents take part in any strike.

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

## **ARTICLE 26**

### **UNIFORMS**

- 26.1 All newly hired employees shall be provided with the following uniform items:
- 3 Summer Shirts
  - 3 Winter Shirts
  - 3 Year-round Pants
  - 1 Summer Cap Cover
  - 1 Winter Cap Cover
  - 1 Jacket
  - 1 Tie
  - 1 Cap (5 STAR)
  - 1 Raincoat
  - 1 Belt

- 26.2 Extra uniforms (summer shirt, winter shirt, pants) will be provided to newly hired agents employed in the high schools.
- 26.3 Bargaining Unit employees shall be consulted regarding any changes in the uniforms; provided, however, if there is a disagreement among bargaining unit employees concerning uniforms, the Employer shall make the final decision.
- 26.4 The uniforms, patches, and insignia designate the affiliation as a District 150 Security employee and may not be worn while in the employment or service of any other public or private employer.
- 26.5 Upon permanent separation from District 150 employment, all patches, insignia, coats, jackets, caps, and equipment must be returned by the employee.
- 26.6 It shall be optional for officers to purchase summer uniforms from the uniform allowance provided by the District. Such uniforms shall consist of shorts and a shirt chosen by the District as the summer uniform.

## **ARTICLE 27**

### **SALARIES (SEE APPENDIX A) AND REGULATIONS FOR SECURITY PERSONNEL**

#### Extra Compensation:

1. Uniform Allowance – For contract year 2008-2009 the District shall provide \$350.00 for the purchase of replacement leather, uniforms, and apparel specifically limited to shirts, pants, coats, jackets, caps, cap cover, ties, dickies, special body shirts designed for wear beneath a protective vest, and leather accessories.  
  
For contract year 2009-2010 the District shall provide \$450.00 for the purchase of replacement leather, uniforms, and apparel specifically limited to shirts, pants, coats, jackets, caps, cap cover, ties, dickies, special body shirts designed for wear beneath a protective vest, and leather accessories.  
  
Specifically excluded are street clothes [unless damaged in the line of duty], socks, underwear, polo or t-shirts, laundry, dry-cleaning, or consumable products such as shoe polish.
2. Second Shift Premium

To compensate second shift employees for fewer overtime opportunities, they will be paid an extra premium per hour for their shift. If second shift employees are assigned to work beyond their normal shift, overtime compensations will include the premium.

However, second shift employees who are assigned to work additional hours that are not a continuation of their shift, shall receive overtime pay without the premium. This provision will become effective upon contract ratification.

For contract year 2008-2009, Second Shift Premium shall be \$.50 per hour.

For contract year 2009-2010, Second Shift Premium shall be \$.55 per hour.

3. Employees who begin working prior to November 1 of any year will be given a full year's credit in determining longevity pay for Agents.
4. The Employer shall provide each employee with up to \$450.00 toward the purchase of a protective vest that will protect against handguns of the caliber that the Employees carry and bladed weapons. The Employer will provide up to \$450.00 toward the replacement of all such protective vests at the intervals recommended by the manufacturer of said vests or if damaged in the line of duty. The expired vest must be returned to the District upon purchase of the replacement. The employee must choose and be responsible for his or her selection.

For contract year 2008-2009 the Employer shall provide up to \$350.00.

For contract year 2009-2010 the Employer shall provide up to \$450.00.

5. In the event an employee is called to work, such employee will receive not less than three (3) hours' compensation.
6. Mileage will be reimbursed according to Internal Revenue Service Standards.
7. Professional Credit Refunds

1. Staff members shall be allowed to earn 12 semester hours of credit per year (non-cumulative) and be reimbursed at a rate of one hundred nine dollars and seventy cents (\$109.70), per semester hour, provided such study has been approved in advance by the Office of the Superintendent and provided that the course(s) is successfully completed with a "C" or better grade, if a letter grade is given. A staff member will be reimbursed up to twelve (12) semester hours for either dissertation research or Master's research. Staff members taking courses for credit shall in no case be reimbursed an amount greater than the tuition paid by

the individual. Courses must be taken at an accredited and recognized institution and the class and course hours offered by that institution shall be accepted by District No. 150. Prior to the beginning of the following school year, an official transcript must be filed with the Office of the Director of Human Resources verifying the successful completion of course work. These provisions shall not apply to staff members on leave.

2. Approval for professional credit refund for advanced study taken during the contractual year shall be consistent with the general policy of the Board with respect to the following statement: “No employee of the Board shall engage in employment or activities outside the contractual school activities that shall in any way interfere with the performance of his/her school duties.”
  3. A staff member who applies for approved professional credit refund shall signify intention of remaining a full-time staff member in the Peoria School System, District No. 150, for a minimum of one complete school year after earning such refund.
  4. If through his/her own choice, his/her employment is terminated before completing the full year of service after earning such refund, he/she shall reimburse School District No. 150 for such professional refund in proportion to the amount of time served.
- 
8. If any salary payment is made in advance to avoid an extended period between the last paycheck of a contract year and the first paycheck of the following contract year and employment is terminated before completing the time period for which any payment has been advanced, the employee shall reimburse the School District of the amount of the overpayment. Should it become necessary to enforce reimbursement under this paragraph or subsection 4 of paragraph 7, the District shall be entitled to recover its costs and reasonable attorneys’ fees
  9. Officers must successfully complete P.T.I. training and maintain firearms qualification. Agents will be released from their duties up to three (3) hours per month [not to exceed 27 hours a year] while the firing range is open to maintain their firearms qualification. Each officer will be given a choice of the two qualifications shoots per year. If the

officer fails to obtain the qualification of their choice, they will be given a sixty (60) day period to practice and qualify. During this time officers will not be permitted to carry their firearm on duty and will only be able to use the weapon for practice and qualification. If after the additional sixty (60) day period has expired, and the officer has failed to qualify, his or her employment shall be terminated.

**ARTICLE 28**

**DURATION OF AGREEMENT**

The term of this Agreement shall be for the period, August 5, 2008 through June 30, 2010.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Kasey Groenewold, President  
Policemen's Benevolent and  
Protective Association, Unit No. 114

\_\_\_\_\_  
David L. Gorenz, M.D., President  
Board of Education, City of Peoria  
School District No. 150, Peoria, Illinois

\_\_\_\_\_  
Teresa L. Heisel, Labor Representative  
Policemen's Benevolent  
Labor Committee

\_\_\_\_\_  
Julia A. Cramer, Secretary  
Board of Education, City of Peoria  
School District No. 150, Peoria, Illinois

**SALARIES FOR CAMPUS POLICE PERSONNEL FOR DURATION OF AGREEMENT**

	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b><u>Guard</u></b>	\$26,852.72	\$27,658.31	\$28,488.06
<b><u>Agent/Truant Officer beginning</u></b>	\$30,386.96	\$31,298.57	\$32,237.52
<b><u>After 1 year</u></b>	\$32,294.02	\$33,262.84	\$34,260.73
<b><u>Sergeants/Truant Officer</u></b>	\$36,598.62	\$37,696.58	\$38,827.48
<b><u>Second Shift</u></b>	.50/HR	.50/HR	.55/HR
<b><u>Uniform Allowance</u></b>	\$350	\$350	\$450
 <b><u>Longevity Pay for Agents</u></b>			
Over 3 Years	\$400	\$500	\$500
Over 6 Years	\$700	\$800	\$800
Over 9 Years	\$1,000	\$1,100	\$1,100
Over 12 Years	\$1,300	\$1,400	\$1,400
Over 15 Years	\$1,450	\$1,700	\$1,700
 <b><u>Longevity Pay for Sergeants</u></b>			
	\$300	\$400	\$400

All longevity and “lane change” steps shall be retroactive to the expiration of the 2008/2009 contract date.

For contract year 2008-2009 retroactive longevity shall be the amount shown above not factored into the base wage.