

COLLECTIVE BARGAINING AGREEMENT

Between

**The Board of Education of
Prairie Grove Community
School District No. 46**

And

**The Prairie Grove Education
Support Professionals**



2010 - 2011, 2011 - 2012, 2012 - 2013

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ARTICLE 1 - RECOGNITION

The Board of Education of District 46, Prairie Grove, Illinois, hereinafter referred to as the "Board" or "District", herewith recognizes the Prairie Grove Education Support Professionals Association-IEA-NEA, hereinafter referred to as the "Association" or "Union" as the exclusive and sole negotiation representative for all regularly employed full-time and regular part-time personnel to be known as "support staff" hereafter, including bus drivers, custodians/maintenance, teaching assistants/educational support, and office support staff.

Excluded shall be Administrative Assistant to the Superintendent, Administrative Assistants for Finance, Assistant to Special Education Director, Director of Technology, Transportation Director, food service employees who are employed by an outside entity, all certified personnel represented by Prairie Grove **Teachers'** Association, all supervisory, managerial, confidential, short-term, temporary, replacement, and student employees and any other classification excluded by the Illinois Education Labor Relations Act (IELRA).

ARTICLE 2 - MANAGEMENT RIGHTS

It is expressly understood and agreed that the Board of Education reserves unto itself and its agents all rights, functions, powers, authority and responsibility conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States, along with the decisional law by the courts. This section shall not abrogate Association or bargaining unit member's rights under law, or this Agreement or the Board's authority over inherent managerial policy which shall include but not be limited to the following:

1. The functions of the Board
2. Standards of service
3. The Board's overall budget
4. Selection of new employees
5. Direction of employees

All powers, rights, authority and responsibilities not included in the Agreement are reserved for the Board and the Board's power with regard to the exercise of the foregoing powers, rights, authorities, duties and responsibilities and the adoption of policies, rules, regulations, procedures and practices in the furtherance thereof, shall be absolute except as may be limited by the specific and express terms of this Agreement.

ARTICLE 3 - EMPLOYEE RIGHTS

Section 1. Right to Join

Education support staff employees shall have the right to join, to assist educational support professional employees' organizations, to participate in negotiations with the

Board of Education through representation selected by the Association, and to engage in other activities for the purpose of establishing, maintaining, protecting or improving conditions of professional support services and other educational standards.

The Board of Education and the District Administration respect the right of individuals to become a member of the Association. Fair Share shall be an interest subject in the negotiations of the successor Collective Bargaining Agreement.

Section 2. Board Policy Manual

A Board Policy Manual shall be available to all Association members via the District's website, building offices, libraries, and made available to the President(s) of the PGESP. The Board shall provide a copy of any proposed changes in Board policy to the Association President or designee at the time of the first reading of the proposed changes. Notice of changes in administrative rules or regulation as they affect working condition of Association members shall be similarly provided.

ARTICLE 4 - SALARY/EMPLOYEE BENEFITS

Section 1. Health Insurance

The Board will pay an amount not to exceed the actual cost of health insurance premiums or the maximum contribution amount provided to each full time teacher as outlined in the PGTA PNA, whichever is less, for health insurance premiums for health, dental and vision insurance for all full time eleven and twelve month employees. The Board will pay up to this amount for individual or family coverage.

Nine (9) or ten (10) month employees who wish to purchase health, dental or vision insurance at employee cost must meet requirements of the current carrier. This opportunity will be available once per year during the open enrollment period.

In the event a change mandated by federal or state legislation related to health insurance occurs, the Superintendent will inform the president of the PGESP. A representative of the PGESP will meet with the Superintendent or designee to discuss the implications of the anticipated legal changes.

Section 2. Reimbursement for Workshops/Conferences

A. Support Staff may be allowed to attend one (1) workshop/conference in his/her field/area of employment as deemed necessary or appropriate by the Supervisor. **Additional workshops may be attended pending available funding and Supervisor approval.** Application shall be made to the Principal/ Supervisor. All reasonable fees and expenses for such

workshop/conference shall be paid by the District provided receipts are submitted to validate such expenses.

- B. Prior to Support Staff members working for the first time with special needs students, the District shall provide training in specific procedures, techniques and skills required to meet the needs of that student. The appropriate personnel or case manager shall conduct such training. The District shall provide newly employed Support Staff with a minimum, three (3) hours of in-service training within ten (10) working days of their employment.

Section 3. Pay Distribution

Support staff employees shall be paid in twenty-six (26) or twenty-one (21) separate checks commencing on or about September 1st and in separate checks thereafter through August 31st. Employees shall give written notice to business office as to their payroll election preference no later than June 1 each year of the agreement. This written payroll election must be irrevocable for that school year and will remain in effect until the employee gives written notice of election prior to any subsequent school year.

If the payday falls on a holiday, Saturday or Sunday, payment shall be made on the preceding business day.

Section 4. Hours/Conditions of Work

- A. Work Day (Employee Groups - bus drivers, custodians/maintenance, teaching assistants/educational support, nursing staff and office support staff.)

- 1. Full-time employees

- Generally a Support Staff member who is assigned to work six and one-half (6 ½) or more hours per day shall be considered a full-time employee unless otherwise noted in *Appendix B* attached herein. The daily schedule for full-time Support Staff shall be developed by the building administrator(s) and the number of hours worked shall be based on the specific needs of the position, students, and school, and may vary depending upon the needs of the District. A full-time Support Staff employee will be entitled to a one-half (1/2) hour duty free lunch period. The members of each of these groups range from nine (9) month to twelve (12) month employees, depending upon their employee group classification.

- 2. Breaks

- A Support Staff member who works at least six and one-half (6 ½) hours or more per day shall be entitled to two (2) fifteen minute breaks during the school day unless extenuating circumstances exist. Support Staff members who work at least four (4) consecutive hours

or otherwise noted, shall be entitled to one (1) fifteen (15) minute break. Breaks shall be scheduled by the supervising teacher (if applicable) or immediate Supervisor and the Support Staff member at a reasonable time least disruptive to the program.

B. Fitness for Duty Exam

The Board reserves the right to require a confidential fitness for duty examination at any time for consideration of continuation of employment. Any expenses for such examination will be paid by the Board.

The President of the Association or his/her designee shall be notified in advance by the Board or its designee whenever a bargaining unit member (identity of the member shall remain confidential) is requested to submit for a fitness for duty examination.

The Employee Assistance Plan (EAP) may be utilized as a confidential referral by the Board of Education or its designee.

Section 5. Overtime

Overtime shall be paid to a Support Staff member when he/she performs work related to his/her job description in excess of forty (40) hours per week. Overtime pay shall be defined as time and one-half (1 ½). All overtime shall be approved in advance by the Building Administrator. At the request of the employee, the Building Administrator may approve compensatory time off (comp time) in lieu of overtime pay. If such request is approved by the Building Administrator, the time off shall be scheduled and taken within ninety (90) days by the Support Staff member. Upon mutual agreement of both management and the Support Staff member, compensatory time off may be granted in lieu of overtime (see Board Policy 5:310).

For scheduled events that may require overtime, employees will be offered overtime based on the seniority list for their department. The overtime seniority list will reset at the beginning of each fiscal year and overtime opportunities will rotate down the list based on jobs turned down or taken. In the event of unforeseen circumstances requiring overtime, the supervisor or administrator may choose personnel most appropriate for the task.

Section 6. District Extra Duties

Extra duty is defined as time spent with and for students during a Support Staff member's free time or beyond the Support Staff member's normal working hours. Extra Duty activities and the corresponding stipend amount are specified on the Extra Duty Schedule of the Prairie Grove Teachers' Association (PGTA) Professional Negotiations Agreement (PNA). All Extra Duty vacancies and positions shall be posted or notification given as in the Notification of Vacancy provision of the PGTA PNA.

All Support Staff members are welcome to apply for posted Extra Duty

positions; however, in filling said positions, the District will give first priority to certified staff members covered under the PGTA PNA who also apply.

Section 7. Notification of Assignments

The District shall notify Support Staff employees by May 15 of their tentative assignment **with Job Description** for the following year.

Section 8. Uniforms – Custodial, Maintenance, Transportation Employees

Uniforms must be worn at all times, without modification, during the employees' scheduled work hours. The Board reserves the right in all cases to define what constitutes a uniform. The employee shall be responsible for maintaining and cleaning uniforms. Employees shall return all uniforms upon resignation or dismissal.

Custodial and Maintenance employees shall be provided with five (5) sets of uniforms. Each year thereafter, these employees shall be provided with three (3) additional sets of uniforms.

Transportation employees shall be provided with one (1) weather appropriate uniform jacket and five (5) collared shirts. New employees will be given the uniforms upon completion of the probationary period. Jackets and shirts will be replaced as needed.

ARTICLE 5 - HOLIDAYS

Full-time Employees shall receive the following paid holidays: Thanksgiving, Christmas, New Year's, Martin Luther King, President's Day, Columbus Day, Memorial Day and Labor Day. Eleven (11) and Twelve (12) month employees also receive the following paid holidays: Independence Day, Christmas Eve, New Year's Eve, and the day following Thanksgiving. **Part time employees who work at least four (4) hours per day and eleven (11) or twelve (12) months per year will receive prorated Holiday Pay for all holidays.**

ARTICLE 6 - LEAVES

Section 1. Sick Leave

A. Definition

Sick leave shall be interpreted to mean personal illness or quarantine at home. Sick leave shall also be granted for serious illness or death in the household of the Employee or in the immediate family. Immediate family shall be interpreted to mean parent, grandparent, grandchild, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, aunt, uncle, husband, wife, child, stepchild, daughter-in-law, son-in-law, niece, nephew,

or parent/child-like relationship. Sick leave may also be utilized for bereavement for individuals as identified above and to attend the funeral of a close friend or family member not listed above, provided any such leave for two or more consecutive days must be approved by the Superintendent or designee at his/her sole discretion and without precedential effect.

B. Accrual

All Support staff with more than one year of service shall be credited with ten (10) regular pay sick leave days per year at the beginning of the school year. First year full time employees shall be entitled to three (3) sick days during each of the first two quarters and two (2) sick days during each of the third and fourth quarters.

C. Accumulation

Sick leave if unused **and unpaid, may** be accumulated from year to year to the maximum available leave of **240 days in accordance with IMRF policy**.

The District may require a physician's statement as a condition of paid sick leave for absences in excess of three (3) days.

Section 2. Personal Business Leave

A. Definition – Personal business **leave** days are for legal or personal emergencies which require absence of the employee, and which cannot otherwise be performed except during school time.

1. Notification for such leave shall be submitted to the Principal and Personnel Administrator at least three (3) days in advance whenever possible and receive prior approval. Personal business leave shall not be taken on a day preceding or following a holiday or recess period, or during the first five (5) or the last five (5) employment days of the school term without the written approval of the Administrative Supervisor or designee for good reason shown.

Personal **business** leave shall not be used for purposes of recreation (the extension of a vacation not compelled by factors beyond the employee's control or an activity primarily oriented to enjoyment, amusement, and/or diversion), to participate in any form of work stoppage or demonstration, or for any purpose which shall result in ordinary income accruing to the Support Staff member.

B. Accrual

Full-time **nine (9) month** Support Staff employees shall be entitled to one (1) personal business leave day the first year, and two (2) days each year of service thereafter, credited at the beginning of each school year. The employee shall notify the Administrative Supervisor at least three (3) days prior to said leave. **All ten (10) and eleven (11) month Support Staff employees will be entitled to three (3) personal business leave days each year.** All current twelve (12) month Support Staff will be entitled to four (4) personal business leave days each year. For all employee groups up to two (2) of these days can be converted to sick days.

C. Accumulation

Unused accumulable personal business leave days shall be added to accumulated sick leave and shall be noted on the June paycheck.

Section 3. Vacation – 12 Month Employees

Twelve month employees shall receive vacation benefits as follows: five (5) days after one (1) year of service through two (2) years; ten (10) days after three (3) years of service through nine (9) years; fifteen (15) days after ten (10) years of service through fourteen (14) years; and twenty (20) days after fifteen (15) years of service. **Up to five (5) unused vacation days may be carried over until December 31st of the same calendar year.**

Vacation Schedule

Service Years

***July 1st**

| | | | | | | | | | | | | | | | |
|------------|----|---|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 0 Years | *1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 0 Days | 5 | 5 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 15 | 15 | 15 | 15 | 15 | 20 |

Number of Vacation Days

A. Initial Year of Hire

During the initial year of employment, a Support Staff member shall accrue two (2) days of vacation credit after the first four (4) months of employment, plus one (1) additional day for each additional month worked until the end of the fiscal year, up to a maximum entitlement of five (5) days. Such vacation days may not be taken until July 1st following the employee's date of hire. Support Staff members who do not complete four (4) months of employment during the fiscal year in which they were hired will not receive the vacation entitlement set forth above.

B. Annual Allotment

See Vacation Schedule chart

C. Approval of Vacation Time

Employees are encouraged to take vacation time during times when school is not in session. **Vacation time requests must be** approved by the Support Staff member's immediate Supervisor and Superintendent **or designee**. Vacation time requests shall not interfere with work scheduling demands of District programs or operations.

D. Transferred Employee Vacation Time

In the event a full-time school term (9 month) Support Staff member is permanently transferred to a 12-month position, his/her placement on the vacation schedule pursuant to Section B shall be determined by dividing the total number of months worked by such employee since his/her date of hire by twelve (12).

Section 4. Jury/Witness Duty

The Board shall pay the regular salary to Support Staff required to serve as jurors, or subpoenaed as a witness, provided the Support Staff member shall promptly remit to the Board any fees paid as a consequence of such service or subpoena (other than the reimbursement for expenses), and provided this Article shall not apply to any matter wherein the Support Staff member is subpoenaed by another Support Staff member or the Association or its affiliates and the Board is an adverse party. The employee will make every effort to report to work unless it conflicts directly with jury or witness duty.

ARTICLE 7 - SENIORITY

Section 1. Seniority Defined

Seniority shall be defined as the length of continuous service as a Support Staff Employee in the School District in a category of Support Staff positions covered by this Agreement.

Section 2. Resolving Identical Seniority

If total years of service within a category of position referred to in Section 1 are equal between two (2) or more Support Staff, then seniority shall first be determined by date of hire; and then if a tie still exists, it shall be determined by accumulated hours; **and then if a tie still exists, it shall be determined by the date and time the employees' "Notice of Acceptance" forms were signed**; and then if a tie still exists, it shall be determined by a drawing witnessed by the Association President

and the Administration. Ties shall be broken at the time they occur and shall be denoted on the seniority list.

Continuous service shall expire upon resignation, retirement or termination.

Section 3. Seniority Accrual

Seniority shall not accrue during any unpaid approved leave of absence of ninety (90) consecutive employment days or more, excluding any job-related disability/ injury, or military service.

Section 4. Seniority List

The Board shall comply with all the regulations set forth in the School Code: (105 ILCS 5/10-23.5.). The Board shall furnish the Association with annual seniority lists for the Support Staff positions for the following categories: bus drivers, custodians/maintenance, teaching assistants / educational support, and office support staff. These lists shall be furnished by February 1 of each school year, and such lists shall show the names of Employees in order of their District seniority including their **Board Hire Date, Acceptance Date, and Work Start Date**. The lists shall be posted in each building. The employee shall have twenty (20) school days to object to the computation of his/her seniority. After that time, the seniority list shall be considered final. The Association President shall be notified of any revisions in the original list.

Section 5. Reduction-in-Force (RIF) and Recall Rights

(RIF and Recall Rights shall be in accordance with Article I – Recognition)

- A. A RIF is defined as a reduction in working hours and as a severance in employment.
- B. The District shall provide a Support Staff member with thirty (30) days written notice of a pending reduction in hours or five (5) days written notice if the reduction in hours is due to an unforeseen reduction in student population.
- C. Full-time Support Staff shall have the right of recall within one (1) calendar year from the beginning of the following school term if a full-time vacancy occurs in any category for which he or she is qualified. **The recall will take place following the internal posting period of five (5) days. (See Article 8, Section 3. Posting of Vacancies.)** Seniority will not accumulate during the layoff.
- D. The employee must notify the Board in writing within ten (10) calendar days of mailing of the acceptance or rejection of any vacant position offered to the employee during the recall period. This statement of timeliness shall appear in the certified mailing to each Support Staff employee. A Support Staff employee who fails to notify the Board of his/her acceptance or rejection of a tendered position within the timelines set forth above shall be deemed to have waived his/her recall rights to any position.

- E. **A support staff member who rejects a tendered position will be moved to the bottom of the recall list for the remainder of the recall period and will have recall rights to a position for which they are qualified.**
- F. Recall shall be in inverse order of reduction-in-force.

ARTICLE 8 - VACANCIES AND TRANSFERS

Section 1. Definition of Vacancies

A vacancy shall be defined as a position within the bargaining unit within the District presently unfilled, which the Board announces and intends to fill, including newly created positions.

Section 2. Definition of Transfer

Transfers shall be defined as either a voluntary or involuntary move from one position to another within the Bargaining Unit, including changes in classification, buildings, as well as changes of positions within the same building with a different job description.

Section 3. Posting of Vacancies

- A. A notice of vacancies within the bargaining unit shall be posted and placed in designated locations within the District buildings and a copy of the notice provided to the Association President. Positions shall be posted at least five (5) work days prior to being filled. During the summer months posting of said vacancies shall be provided to the Association President by U.S. mail or e-mail to membership if available. **In the event that a vacancy occurs less than ten (10) business days prior to the start of the school year, the position may be filled in less than five (5) work days.**

Such posting shall contain the following information:

1. Type of Work
2. Location of Work
3. Starting Date
4. Hours to be Worked
5. Minimum Requirement(s) {Job Descriptions available upon request}

Section 4. Transfers

When filling any vacancy, it is acknowledged that the hiring supervisor has the responsibility to evaluate qualifications and to make final recommendations to the Superintendent; however, the interests and aspirations of the individual Support Staff member shall be considered first in all transfers and in no case shall the transfer be contrary to the interests of the

students. Criteria for transfer shall consist of an individual's qualifications, prior evaluations, familiarity with grade level or subject and length of continuous service. When all factors are judged to be equal, length of service shall be utilized as the final and determining factor.

Section 5. Resignation

Employees shall give two (2) weeks notice prior to resignation of their employment.

ARTICLE 9 - EMPLOYEE EVALUATION & PROCEDURES

Section 1. Evaluation Schedule and Conference

It is recognized by both parties that the primary objective of evaluation is to improve the quality of instructional support and services to students and the school community. Additionally the parties recognize that the process and the procedure for evaluating and the instrument used shall be for assisting and measuring the progress and success of the Support Staff member and is an integral part of any effective educational program. Support Staff members will be evaluated not less than one time per year. **Any Support Staff member who receives a rating other than meets or exceeds expectations in any category will be evaluated at least twice the following year, with the first evaluation to occur no later than December 1st.**

Section 2. Evaluation Receipt and Signature

Following the completion of the formal evaluation, the evaluator shall furnish the Support Staff member with a copy of the written evaluation within ten (10) work days of the employee evaluation. Both the evaluator and said Staff member shall date and sign all copies of the written evaluation. The signature of said member shall not indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that said staff member received a copy of the written evaluation.

Section 3. Evaluation Rebuttal and Personnel File Copy

If the Support Staff member feels his/her formal evaluation is incomplete, or inaccurate, he/she may put his/her objections in writing in his or her personnel file within ten (10) work days of receipt of the evaluation. A copy of all formal written evaluations and any attached written objections shall be placed in the Support Staff member's official personnel file.

Section 4. Evaluation Committee

A committee consisting of at least **two (2)** Support Staff members selected by the Association and at least **two (2)** Administrators will have the responsibility for monitoring the evaluation instrument. The committee is charged with on-going review of the instrument and process, and shall meet at least one (1) time each year

for these purposes. Any changes to the instrument must be approved by the Administration and by a majority of the Support Staff. Any revisions to the plan need to be presented to the Support Staff by May 15th, so that voting may take place prior to the end of the school year.

Section 5. Personnel File

A. Official Personnel File

Only one (1) official personnel file shall be maintained and it shall reside in the Personnel Office of the District.

A member shall have the right to examine his/her personnel file in the Personnel Office upon written request with a reasonable notice and to have a representative of the Association present for such an examination. This shall occur no more than five (5) days following the request unless otherwise mutually agreed upon. Files are not to be removed from the Office and must be examined in the presence of a representative of the Administration.

The employee will be provided an opportunity to read evaluative materials written by District Administrators before such materials are placed in the employee's personnel file. A duplicate copy of such materials will be provided to the member unless it originated with the member of the bargaining unit. The member shall affix his/her signature on a copy of anything of an evaluative nature placed in the file. Witnessed refusal of the member to sign an acknowledgement of having received such copies shall not be considered a waiver of such rights. The member shall have the right to respond to evaluative material placed in the personnel file and his/her response shall be attached and become part of the material placed in the personnel file. A copy of the response will be provided to the originator.

B. Dismissal of Support Staff

In all cases where a Support Staff member shall be dismissed for cause, the Superintendent or the Support Staff's evaluator shall meet with him/her and advise him/her of such recommendation at least five (5) days prior to the meeting of the Board of Education. **Any employee recommended for dismissal for cause may be put on unpaid leave per Board policy.**

C. Representation at Disciplinary Meetings

In the event an Administrator requires a bargaining unit member to attend a meeting that might reasonably result in disciplinary action against the member, the member, upon request, may have an Association representative present. The member shall be given prior written notice of the reasons for such meeting where reasonably possible under the circumstances.

Section 6. Freedom of Information Act (FOIA) Requests

In the event that the District receives a request to review information contained in a Support Staff member's personnel file under the Freedom of Information Act (FOIA), the affected employee will be notified of said request and be granted the opportunity to review the information before it is shared.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. Definitions

A grievance shall be any claim by the Association, Support Staff member or group of Support Staff that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

Section 2. Time Limits

As used herein, days shall mean Support Staff employment days except during the Summer recess when it shall mean days in which the District Office is open for business. By mutual agreement, the timelines at any Step or Steps may be extended.

Section 3. Procedures

The parties acknowledge that it is preferable for an Employee and the Employee's immediately involved Supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the Employee, a grievance may be processed as follows:

A. Step 1

The grievant(s) shall present the grievance in writing to the immediately involved Supervisor within fifteen (15) days of the date of the event giving rise to the grievance or within fifteen (15) days of the date the grievant first became aware of, or should reasonably have known of, the event giving rise to the grievance. The Supervisor will arrange for a meeting to take place within five (5) days after receipt of the grievance. The written grievance shall state the nature of the grievance, the specific cause or causes of the Agreement allegedly violated, and the remedy requested.

The grievant(s) and the immediately involved Supervisor shall be present for the meeting. Within ten (10) days of the meeting, the Supervisor shall provide to the Association, the grievant, and the Superintendent the Supervisor's written response, which shall include the reasons for the decision.

B. Step 2

If the grievance is not resolved at Step 1, then the Association shall refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step 1 response. The Superintendent shall arrange with the grievant or the Association's representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the Step 2 meeting, the Superintendent or his/her designee shall provide the grievant and the Association with a written response, including the reasons for the decision.

C. Step 3

If the Association is not satisfied with the disposition of the grievance at Step 2, or if the Step 2 time limits expire without issuance of the Superintendent's written response, the Association may submit the grievance to final and binding arbitration. The demand shall be submitted to the Federal Mediation & Conciliation Service (FMCS) which shall act as the Administrator of the proceedings under the American Arbitration Association (AAA) Rules. The AAA rules shall provide procedures for selection of an arbitrator to administer proceedings. The arbitrator shall be selected from a panel of arbitrators who are certified by AAA. If the demand for arbitration is not filed within thirty (30) days of the date of the Step 2 response, then the grievance shall be deemed withdrawn.

Section 4. Arbitrator Guidelines

- A. The arbitrator shall have no power to amend, modify, nullify, ignore, add, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation, or misapplication of the express relevant language of the Agreement and shall have no authority to make a decision on specific issues not so submitted or raised. The arbitrator shall have the authority consistent with the terms of this Agreement and within his/her lawful authority to provide for appropriate relief. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant.
- B. Each party shall bear the full cost for its representation in arbitration. The cost of the arbitrator and Federal Mediation & Conciliation Service will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party shall bear the full cost for the transcript. Should both parties order a transcript, the cost of the transcripts will be divided equally between the parties.

Section 5. Bypass

If the parties mutually agree, any step of the grievance procedure may be bypassed. The expedited labor arbitration rules of the American Arbitration Association (AAA) may be utilized in any arbitration proceeding.

Section 6. Class Grievance

Grievances involving more than one (1) Support Staff member and more than (1) Supervisor, or an Administrator above the building level, may be initially filed by the Association at Step 2.

Section 7. No Reprisals Clause

No reprisals shall be taken by the Employer against any Support Staff employee because of the Employee's participation or refusal to participate in a grievance.

Section 8. Released Time

If the Association and the Administration agree that the investigation or processing of any grievance requires that an Employee or an Association representative be released from his/her regular assignment, the Employee and/or Association representative shall be released without loss of pay or benefits.

Section 9. Filing of Materials

All records related to the processing of a grievance shall be filed separately from the personnel files of the employees.

Section 10. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent, and if withdrawn, shall be treated as never having been filed.

Section 11. Failure to Process Grievance

Failure of the Administration or Board to respond to the grievance shall entitle the grievant to proceed to the next higher step. Failure of the Association or Support Staff to meet any prescribed time limit shall act as a bar to any further appeal.

Section 12. Settlement

By mutual agreement of the Association and the Employer, a grievance may be settled at any step with or without establishing prejudice or precedent.

Any settlement or adjustment agreed to by an individual without the intervention of the Association, shall be non-precedential with regard to the Agreement and the Association. The adjustment shall be consistent with the terms of the Agreement. If such adjustment includes any written determination which affects any provisions of this Agreement, a copy thereof shall be given to the Association President or designee.

Section 13. Informal Resolution with Support Staff

Nothing herein shall be construed as limiting the right of any Support Staff having a

grievance to discuss the matter informally with his/her Supervisor and to have the grievance adjusted without intervention of the Association. Any settlement or adjustment agreed to by an individual without the intervention of the Association shall be non-precedential as regards the Agreement and the Association. The adjustment shall be consistent with the terms of the Agreement. If such adjustment includes any written determination which affects any provisions of this Agreement, a copy thereof shall be given to the Association President or designee.

ARTICLE 11 - ASSOCIATION RIGHTS

Section 1. New Employees

Within ten (10) school days following Board action, the Board shall provide the Association with the names and addresses of Employees recently hired in the bargaining unit.

Section 2. Association Meetings

The Association may use District facilities for meetings upon reasonable advance notice to the Superintendent and such meeting space is available. Upon notifying the school office, authorized agents of the local, state, or national affiliations may meet with bargaining unit members in the school building during duty free time only.

The Association will provide the following to the District:

1. an Association written request to the building Principal or designee in advance of the meeting;
2. such meeting neither interferes with instructional and extracurricular programs of the School District nor conflicts with school events or Employees' assignments;
3. the Association promptly reimburses the Board for any damages and related maintenance costs.

Section 3. Association Leave

Association officers or their designees shall collectively be granted a total of four (4) days non-cumulative leave each year to attend IEA-NEA related meetings, training, or conferences. Said leave may be taken as unpaid or Personal Business Leave to the Association member. At least two (2) weeks written notice shall be given prior to taking any such leave, provided that no more than one (1) person shall be on leave at any one time unless the Board or designee specifically consents in writing to an exception. Such leave may be taken in one-half (1/2) day increments.

Section 4. Association Use of District Facilities and Equipment

The Association shall be allowed reasonable use of school owned business equipment (e.g. school computers, mailboxes, photocopy machine, intercom

system) provided that the use of said equipment does not interfere in the instructional and/or extra-curricular programs. The Association shall provide or purchase all supplies and materials used in the business of the Association. The Association shall have the right to post notices of its activities, business, and matters of Association concern on faculty /workroom bulletin boards, at least one of which shall be provided in each building.

Section 5. Board of Education Meetings - Notification

The President of the Association or the President's designee shall be given prior written notice of all regular and special meetings of the Board, together with a copy of the agenda or statement of purpose for the meeting prior to the scheduled time of such meeting.

Section 6. Dues Deductions

Any bargaining unit member who is a member of the Association may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Pursuant to such authorization, the Board shall deduct equal portions of such dues from each salary check of the unit member for the pay periods, with the first deduction at the payday of the school year and the final deduction in June of each year. Deduction for the bargaining members employed after the commencement of the school term shall be prorated, so as to complete payments by the following June.

The Board shall forward dues deductions to the Association Treasurer at the end of each month.

In accepting such deductions, the Association and/or Employee agrees to defend and hold harmless the Board and its members, agents and Employees for all actions taken pursuant to this Section, provided the Board shall have complied therewith.

Section 7. Preparation and Distribution of the Collective Bargaining Agreement

Within thirty (30) days of Board approval of the Agreement, the Association shall prepare the contract after which the Board shall compile sufficient copies to deliver a copy to each bargaining unit member and an adequate number for itself, but not less than fifty (50). The cost shall be shared equally by the Board and the Association. Any additional copies required by either party shall be paid for by that party.

ARTICLE 12 - NO STRIKE

It is agreed and understood that there will be no strike, work stoppage, slowdown or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement including compliance with the request of other labor organizations to engage in such activity.

ARTICLE 13 - SAVINGS CLAUSE

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

ARTICLE 14 - UNDERSTANDING

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

The parties further agree and acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 15 - DURATION OF AGREEMENT

This Agreement shall be in effect as of the first day of the 2010-2011 school year and shall continue in full force and effect until the day prior to the beginning of the 2013-2014 school year.

This Agreement is entered into this _____ day of _____, 2010 by and between the Board of Education of Prairie Grove Community School District No. 46 and the Prairie Grove Education Support Professionals Association (PGESP), affiliated with the Illinois Education Association (IEA) and the National Education Association (NEA).

President, Board of Education

President, Prairie Grove Education
Support Professionals, IEA-NEA

ATTEST:

Vice President, Board of Education

Vice President, Prairie Grove Education
Support Professionals, IEA-NEA

APPENDIX A

COMPENSATION

Section 1. Compensation for Current Employees

For the 2010 – 2011 school year, all current employees will receive a Placement Rate of Pay based on the negotiated pay scale for their respective job category (see tables below) with the following exceptions:

- A. Custodial employees currently being paid at a rate beyond the last Placement Rate of Pay will receive a 2.5% increase to their 2009 – 2010 rate of pay.
- B. Teaching Assistants with ten (10) or more years of service at the start of the 2010 – 2011 school year will receive a one-time 9% increase to their 2009 – 2010 rate of pay.
- C. Transportation employees currently being paid at a rate beyond the last Placement Rate of Pay will receive a 2.0% increase to their 2009 – 2010 rate of pay.
- D. The Elementary Nurse shall be paid an hourly rate based upon the PGTA salary schedule for an equivalent rate for licensure.

| Custodial | Start Rate | Rate A | Rate B | Rate C | Rate D | Rate E |
|----------------|------------|--------|--------|--------|--------|--------|
| Custodian | 11.00 | 11.50 | 12.00 | 12.50 | 13.00 | 14.00 |
| Head Custodian | 16.50 | 17.25 | 18.00 | 18.75 | 19.50 | 21.00 |

| Teaching Assistants | Rate A | Rate B | Rate C | Rate D | Rate E | Rate F | Rate G | Rate H | Rate I | Rate J | Rate K |
|---------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Assistant | 9.95 | 10.20 | 10.46 | 10.72 | 10.99 | 11.53 | 11.82 | 12.12 | 12.42 | 12.73 | 13.05 |
| Assistant w/ BA | 10.45 | 10.71 | 10.98 | 11.25 | 11.53 | 12.11 | 12.41 | 12.72 | 13.04 | 13.37 | 13.70 |

| Transportation | Rate A | Rate B | Rate C | Rate D | Rate E | Rate F | Rate G | Rate H | Rate I | Rate J | Rate K |
|----------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Bus Driver | 13.75 | 13.96 | 14.17 | 14.38 | 14.59 | 15.03 | 15.26 | 15.49 | 15.72 | 15.95 | 16.19 |

| Office Support | Rate A |
|------------------|--------|
| Elem Office Asst | 10.87 |
| Elem Secretary | 14.76 |
| JH Secretary | 13.57 |
| JH Nurse | 17.16 |

For the 2011 – 2012 school year, the Placement Rate of Pay will be increased by the Annual Limiting Rate CPI for the 2010 tax year. This increase shall not be less than 2.0% and not more than 3.0%.

For the 2012 – 2013 school year, the Rate of Pay will be calculated by increasing the 2011- 2012 Rate by the Annual Limiting Rate CPI for the 2011 tax year. This increase shall not be less than 1.5% and not more than 3.5%.

Section 2. Starting Rate of Pay for New Employees

Any employee hired by the District during the 2010 – 2011 school year shall be paid the Starting Rate of Pay as designated in the table below.

| Position | 2010 – 2011 Starting Rate of Pay |
|--------------------------|---|
| Custodian | 11.00 |
| Head Custodian | 16.50 |
| Teaching Assistant | 9.95 |
| Teaching Assistant w/ BA | 10.45 |
| Bus Driver | 13.75 |
| Office Assistant | 10.45 |
| Principal's Secretary | 12.50 |
| LPN Nurse | 16.00 |

For the 2011 – 2012 fiscal year, the Starting Rate of Pay will be increased by the Annual Limiting Rate CPI for the 2010 tax year. This increase shall not be less than 2.0% and not more than 3.0%.

For the 2012 – 2013 fiscal year, the 2011 – 2012 Starting Rate of Pay will be increased by the Annual Limiting Rate CPI for the 2011 tax year. This increase shall not be less than 1.5% and not more than 3.5%.

Section 3. Experience Credit for New Employees

Any employee hired by the District shall be paid the Starting Rate of Pay unless the District gives the new employee credit for prior experience. Qualifying prior experience will be determined by the Superintendent or designee and will be based on job application, and/or references from previous employers. Compensation for prior experience shall be based on an additional 1.5% per year of experience for up to 4 years of experience, not to exceed 6%, added to the Starting Rate of Pay.

Section 4. Differential for Custodial Night Supervisor

In addition to their regular rate of pay, the Custodial Night Supervisor receives an additional \$1.50 per hour.

Section 5. Credit for Service to the District

After five (5) years of service to the District, support staff employees will receive a one-time 5% increase to their Rate of Pay beginning July 1 of their sixth year. This will represent their entire increase for the year in which they receive it. In calculating "years of service"; nine (9) month support staff employees will be credited for a full year once they have worked their regular assigned schedule for eighty-eight (88) school days; ten (10) month employees for one hundred (100) days; eleven (11) month employees for one hundred twenty (120) days; twelve (12) month employees for one hundred twenty (120) days.

APPENDIX B

TRANSPORTATION EMPLOYEES

Glossary of Terms for Transportation Employees

Regular Route Drivers - Are assigned one regular daily morning route and one regular daily afternoon route. Full-time refers to four (4) working hours per day.

Probationary Drivers (“Beginning Drivers”) - Drivers will be on probation until they have successfully completed a 90 **calendar** day probationary period and have been evaluated by the Director of Transportation.

Returning Drivers are Regular Route Drivers who have completed at least one full year of service to the District.

Substitute Drivers - The District shall maintain a list of substitute drivers, who are not part of the bargaining unit. Such drivers do not work regularly each day of student attendance and may accept or reject any route offered.

COMPENSATION AND BENEFITS

A. Salary Schedule – see Appendix A

Regular Route Drivers – see Article 4, Sections 1 through 5.

Probationary Drivers shall be paid at the Training Rate of pay.

B. Field Trip Pay

All field trips shall be paid at the driver’s regular rate of pay. If a field trip is cancelled and the driver is on school site for any reason and they receive notice of cancelled trip, the driver would not be paid. If the driver comes to work for a field trip and then the trip is cancelled, the driver shall be paid two hours of pay at the regular rate.

C. Non-Driving Assignments

Drivers shall be paid at his/her regular hourly rate for all non-driving assignments, such as meetings. The Director of Transportation must approve these hours in advance.

D. Safe Driving Bonus

Regular Route Drivers who have had no chargeable accidents **or damage** and have no moving violations **while operating a school bus** for the **fiscal** year will receive a bonus of \$500.00 paid at the end of the school year.

Bonus will be included on the final paycheck of the fiscal year in June.

E. Permit and Certification Fees

The District will pay the cost of the driver's Commercial Driver's License. In addition, the District will pay the annual cost of renewing the bus driver's permit.

Drivers will be reimbursed for required physicals and drug/alcohol testing if physical exams are performed by a clinic other than that which the District has a contract with and has a limit of costs set at \$175.00 with the exception of a driver who does not continue their employment in District 46. Drivers shall be paid one (1) hour of driving pay for random drug testing.

If a new driver leaves the District prior to completing one year of service, costs for certification will be withheld from the driver's final check.

The driver is ultimately responsible to maintain his/her license **and** permits that the state or federal government has required for driving a school bus. **The Director of Transportation will be responsible for maintaining all driver information and master records as it pertains to licenses and permits.**

LEAVES

A. Sick and Personal Leaves

See Article 6 - Leaves

ASSIGNMENTS AND BIDDING FOR ROUTES AND TRIPS

A. Bidding on Regular Routes

The tentative routes for the next school year will be posted 10 days before the end of the current school year.

At the start of the school year, returning Regular Route Drivers will be permitted to bid on regular routes. Routes will be **selected** in order of seniority, with more senior drivers being given the routes they bid on over less senior drivers.

The District may make exceptions to **an individual's route selection for cause. In this instance, if the route in question is not selected by another driver during the bidding process, drivers with the least seniority will be affected first regarding route assignment.**

All routes vacated during the school year shall be posted for bidding

within 48 hours.

B. Reassignment of Regular Routes

If concerns or issues arise during the school year requiring the reassignment of a driver, the newly available route will be posted for bidding within 48 hours.

If the available route is chosen by another driver, that driver and the affected driver will simply trade routes with no further postings.

If the available route is not chosen, the least senior driver and the affected driver will simply trade routes with no further postings.

C. Assignment of Summer and Special Routes

Summer routes will be offered to Regular Route Drivers in order of seniority.

The Early Childhood Education Route will be offered to Regular Route Drivers in order of seniority.

Any additional routes, including Kindergarten and extra Early Childhood Education, will be offered to Regular Route Drivers in order of seniority.

Drivers who have summer school routes shall be allowed to take up to two (2) non-paid pre-arranged days during summer school provided the days are not taken within the first five (5) days of summer school, and that the District is able to provide coverage for their route so that District services to students are not interrupted.

D. Field Trip Picks

The District will provide separate tack sheets as follows: one for regular trips, one for Saturday trips, one for field trips, and one for the Great America Trip.

PERFORMANCE OBSERVATIONS AND EVALUATIONS

A. An evaluation will be performed on each driver once per school year. The Director of Transportation or designee will make several on-the-road observations.

B. The general criteria for these evaluations include but are not limited to the following:

**Daily pre-trip inspection
Starting procedures
General alertness of the driver**

**Use of radio
Proper turn maneuvers
Passenger control**

**Driving in the curb lane
Use of directional signals
Proper vehicle speed
Backing procedures
School bus turnarounds
Observation of laws/procedures
Proper following distance**

**Adherence to route/sched. stops
Proper lane position
Procedures at stop signs
Loading/Unloading procedures
Operation of vehicle equipment
Railroad crossing procedures
General driving ability/courtesy**

- C. Throughout the school year, as an ongoing commitment to safety, the records for all bus drivers will be reviewed to determine whether or not an employee will be retained for the following year. Factors such as performance, qualifications (MVR, physical exams, accident records, etc.) attendance, timeliness, dress, and conduct on the job will be included in this review.**
- D. Excessive absenteeism and/or tardiness may lead to the dismissal of a driver.**
- E. A driver that has a “no call/no show” will be given a documented verbal warning on the first offense. If a second offense occurs, there will be a written warning. If a third offense occurs, further disciplinary action may be taken including termination. This includes oversleeping, car breakdowns, etc. Sick days or personal days cannot be used in these situations.**

PROCEDURE MANUAL COMMITTEE

A committee consisting of at least three (3) Support Staff members selected by the Association and at least three (3) Administrators will have the responsibility for monitoring the Transportation Procedure Manual. The committee is charged with ongoing review of the manual and shall meet at least one (1) time each year for this purpose. Any changes or updates to the manual must be provided to all Transportation staff.

RIGHT TO BARGAIN IMPACT

The Association shall have the right to bargain the impact of any contemplated decision to assign bargaining unit work to non-bargaining unit personnel, whether or not such personnel shall be of the Board's employment or of the employment of anyone other than the Board, prior to the final decision being made. Additionally, the Association shall have the right to bargain any impact of such contemplated decision prior to implementation of such decision.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

SCHOOL NURSE, OCCUPATIONAL THERAPIST (OT), AND PHYSICAL THERAPIST (PT)

The positions of School Nurse, OT, and PT shall be represented by the PGESP and afforded all rights under the Collective Bargaining Agreement inclusive of the current level of benefits received. The aforementioned positions shall be placed on a step and lane based upon the equivalency of the licensure of said position and teacher certification. The aforementioned positions shall be paid at an hourly rate (IMRF employees) based upon the Prairie Grove Teachers Association (PGTA) salary schedule. Salary placement shall be determined in consultation with the President of the PGESP until such time that circumstances and/or certification of the aforementioned positions change.

In the event that a change in circumstances and/or certification occurs, the Superintendent shall inform the President of the PGTA and President of the PGESP. The respective representatives for each party shall meet together to discuss the terms of transitioning the aforementioned bargaining unit positions from the Prairie Grove Education Support Professionals Association (PGESP) into the Prairie Grove Teachers Association (PGTA). Furthermore, the parties mutually agree to abide by the rules and regulations of the Illinois Educational Labor Relations Board.

In addition to the compensation reflected on the teachers' salary schedules, the District will pay the employer's IMRF contribution but not the employee's contribution; except that, the District will continue to pay the employee's IMRF contribution for the incumbent physical therapist for whom the District currently makes such payments.

President of the Prairie Grove Education
Support Professionals Association, IEA-NEA

President of the Board of Education of
District 46, Prairie Grove, Illinois