

**East Peoria
Support Personnel Association
(EPSPA)**

C O N T R A C T

2009 – 2010

2010 – 2011

2011 – 2012

**Negotiated Bargaining Agreement Between
East Peoria Elementary School District #86
And
East Peoria Support Personnel Association**

TABLE OF CONTENTS

Article I:	RECOGNITION.....	1
Article II:	ASSOCIATION RIGHTS.....	1
	2.1 Association Use of Facilities.....	1
	2.2 Board Agenda and Minutes.....	1
	2.3 Association Dues.....	1
	2.4 Association Business/Working Hours.....	2
	2.5 Other Payroll Deductions.....	2
	2.6 Employment Info/New Members.....	2
	2.7 Fair Share.....	2
Article III:	EMPLOYMENT CONDITIONS BY CLASSIFICATION... 	4
	3.1 Custodians.....	4
	3.2 Maintenance.....	5
	3.3 Aides.....	6
	3.4 Cafeteria Workers.....	7
	3.5 Secretaries.....	8
	3.6 Health Clerks.....	8
	3.7 Nurses.....	9
Article IV:	EMPLOYMENT CONDITIONS	9
	4.1 Resignation.....	9
	4.2 Personnel File.....	9
	4.3 Probation.....	10
	4.4 Progressive Discipline.....	10
	4.5 Vacancies.....	11
	4.6 Overtime.....	11
	4.7 Notification of Assignments.....	11
	4.8 Job Descriptions.....	12
	4.9 Flex Time.....	12
	4.10 Breaks.....	12
	4.11 Safe Working Conditions.....	12
	4.12 Assistance for Control & Discipline of Students.....	12
	4.13 Evaluations.....	12

Article V: LEAVE.....	13
5.1 Sick Leave.....	13
5.2 Personal/Emergency Leave.....	14
5.3 Association Leave.....	14
5.4 Jury Duty.....	14
5.5 Child Care Leave.....	15
5.6 Unpaid Leave.....	15
5.7 Salary Schedule Advancement due to Leave.....	16
Article VI: REDUCTION IN FORCE.....	16
Article VII: COMPENSATION AND FRINGE BENEFITS.....	18
7.1 Compensation.....	18
7.2 IMRF Shelter and Contributions.....	18
7.3 Group Insurance.....	19
7.4 Holidays.....	19
7.5 Vacation (12 Month Employees).....	20
7.6 Wage Scales/Longevity Stipends.....	20
7.7 Credits, Workshops, Seminars.....	21
7.8 New Hires.....	22
7.9 Retirement Incentive.....	22
7.10 Mileage Reimbursement.....	22
Article VIII: GRIEVANCE PROCEDURE.....	22
8.1 Definition.....	22
8.2 Statement of Basic Principles.....	22
8.3 Procedures.....	23
8.4 Association Participation.....	24
8.5 Administration/Association Cooperation.....	24
8.6 Released Time.....	24
8.7 Filing of Materials.....	25
8.8 Grievance Withdrawn.....	25
8.9 Grievance Settlement.....	25
Article IX: NO STRIKE.....	25
Article X: SEVERABILITY.....	25
Article XI: DURATION OF AGREEMENT.....	26
MEMORANDUM OF UNDERSTANDING.....	27
SALARY SCHEDULES.....	28

ARTICLE I RECOGNITION

- 1.1 The Board of Education of the East Peoria Elementary School District No. 86, hereinafter the “Board”, recognizes the East Peoria Support Personnel Association-IEA/NEA, hereinafter the “Association”, as the sole bargaining agent for all full and regularly employed part-time non-certified personnel except for confidential employees including: secretary to Superintendent, receptionist, secretary to Associate Superintendent, bookkeepers, secretary to Assistant Superintendent for Special Services, supervisory employees including: cafeteria manager and maintenance department supervisor, all managerial employees, administrative and certified employees as defined by the Act.

ARTICLE II ASSOCIATION RIGHTS

- 2.1 The Association shall have the right to use the school buildings for business meetings at a time when school is not in session provided that such meetings do not interfere with instructional and/or extra-curricular activities or the normal employee workday. This right shall be subject to reasonable regulation concerning facility scheduling and availability and may include a reasonable charge for cleanup of facilities, if needed.

The Association shall have access to school reproduction equipment subject to reasonable regulation pertaining to costs for supplies, expendables, and availability.

The Association shall have access to a bulletin board in each facility for the posting of Association business and services. The Association shall have the reasonable use of school mailboxes.

- 2.2 The Association President shall receive a copy of the agenda for all regular, adjourned and special meetings of the Board. The Board shall make available official minutes of open Board meetings.
- 2.3 The Board shall deduct from each employee’s pay the current dues of the Association, provided that the board has an employee-executed authorization for continuing dues deduction, the amount of which shall annually be

certified by the Association. The authorization shall remain in effect from year to year, except that the employee may revoke it between September 1 and September 15 of any year. If an employee revokes the dues authorization by appropriate written notice to the Board, the Board shall notify the Association of the revocation. All dues deducted by the Board shall be remitted to the Association no later than ten (10) days after such deductions are made. One-fifteenth (1/15) of such dues shall be deducted from each pay beginning September 15 for fifteen (15) consecutive pays.

The Association shall indemnify and save harmless the Board and all its agents and employees from any and all claims, demands, suits and costs incurred in connection with any such claim, demand, or suit resulting from any reasonable action taken by the Board or any of its agents or employees for the purpose of complying with the provisions of the above.

2.4 For good cause the Administration shall allow Association officers to switch work shifts to attend Association meetings, or to meet with the Administration or Board on problems.

2.5 Other Payroll Deductions:

With proper authorization, payroll deductions may be made for Board approved tax shelter annuities, premiums for group insurance, and/or a credit union.

2.6 Names and salaries of new bargaining unit employees shall be made available to the Association President within a reasonable period following their employment.

2.7 Fair Share

A. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

- B. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
 - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- F. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper

substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE III EMPLOYMENT CONDITIONS BY CLASSIFICATION

3.1 Custodians

- A. Full time custodians shall work five 8 hour work days per week.
- B. Hours and shifts shall be determined by the Employer.
- C. A 30 minute meal period, uninterrupted except for emergencies, shall be allowed.
- D. Any custodian called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of two (2) hours at the appropriate overtime rate.
- E. On days when school is cancelled prior to the start of the day because of dangerous road conditions, custodians shall make every reasonable effort to report to work. Any custodian, who after making every reasonable effort, determines that he/she is unable to report to work, may elect instead to notify the administration that he/she plans to use a personal holiday or vacation day. In the event of extremely hazardous conditions, the administration may, at its discretion, excuse, with pay, one or more custodians from reporting to work. If the administration excuses, with pay, one or more custodians from reporting to work, any custodian who is required to report to work, shall receive pay for the actual hours worked and shall also receive "inclement weather credit", equivalent to the actual hours worked which may be used in the future as time off with pay. Any employee, who wishes to use inclement weather credit, must receive prior approval from his/her supervisor.
- F. All extra duty work will be offered/assigned on the most senior person

within job category first, next senior second and so on. “Extra custodial work” is defined as work arising from special events, and which is outside of the scope of services ordinarily provided by either bargaining unit members or contractors regularly providing custodial work to the District. Extra custodial work under this section shall not include seasonal or special projects work.

3.2 Maintenance

- A. Full time maintenance personnel shall work five 8 hour work days per week, exclusive of lunch.
- B. Hours and shifts shall be determined by the Employer.
- C. A 30 minute meal period, uninterrupted except for emergencies, shall be allowed.
- D. Any maintenance personnel called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of two (2) hours at the appropriate rate (regular or overtime).
- E. On days when school is cancelled prior to the start of the day because of dangerous road conditions, District maintenance staff shall make every reasonable effort to report to work. Any District maintenance staff, who after making every reasonable effort, determines that he/she is unable to report to work, may elect instead to notify the administration that he/she plans to use a personal holiday or vacation day. In the event of extremely hazardous conditions, the administration may, at its discretion, excuse, with pay, one or more District maintenance staff from reporting to work. If the administration excuses, with pay, one or more District maintenance staff from reporting to work, any District maintenance staff who is required to report to work, shall receive pay for the actual hours worked and shall also receive “inclement weather credit”, equivalent to the actual hours worked which may be used in the future as time off with pay. Any employee, who wishes to use inclement weather credit, must receive prior approval from his/her supervisor.

- F. Overtime and extra maintenance work shall be offered to maintenance bargaining unit members on a rotating basis starting with the most senior employee first before the work is offered to non-maintenance unit members or people outside the bargaining unit. In the event an employee is not available or eligible based on classification for such overtime, that employee shall be bypassed until the rotation of the list is complete.

“Extra custodial work” is defined as work arising from special events, and which is outside of the scope of services ordinarily provided by either bargaining unit members or contractors regularly providing maintenance work to the District. Extra maintenance work under this section shall not include seasonal or special projects work.

3.3 Aides

- A. Full time aides shall work the same days as the regular teaching staff.
- B. An aide’s workday shall not exceed 7-3/4 hours per day. Within the 7-3/4 hour workday, an aide shall be on duty at least 15 minutes before and 15 minutes after the student day. On the last work day preceding a holiday, in-service days and early dismissal days, aides shall be released when teachers are dismissed without loss of pay. Aides may be required to attend after school events such as parents’ club and Meet the Teacher Night, if and only if, the Principal determines there is a justifiable reason.
- C. Aides shall have a 30 minute duty free lunch period plus 15 minutes of break time included in each work day. This will be for aides working more than 4 hours.
- D. Only in emergencies or circumstances impractical to hire a substitute, shall aides be required to substitute for teachers and/or secretaries.
- E. The parties shall cooperatively develop an evaluation procedure and tool to be used to evaluate aides. Evaluation of aides is the responsibility of the Principal or other administrator with input from other employees as the evaluator deems appropriate.

- F. College coursework completed by aides shall be accumulated toward movement from the employee's current salary schedule to the H.S.+30 salary schedule and/or the B.S. salary schedule, as appropriate. A notice of satisfactory completion (grade card) of the course and documentation of transcript request shall be submitted prior to the start of a semester.
- G. For Aides who earn 60+ college credit hours and are not on the B.S. Aide Salary Schedule, a \$500 stipend will be added to their base salary.
- H. On School Improvement Days, Aides, with the permission of Superintendent, Designee, or Building Principal, may work in their assigned building instead of attending the SIP activities.

3.4 Cafeteria Workers

- A. Cafeteria workers shall work the days on which lunch is served plus at least four (4) hours per worker on the day before and such portion of the last day and/or day after student attendance as the cafeteria manager deems necessary. If lunch is not being served at one attendance center and help is needed at another attendance center, the work shall be made available to regular cafeteria staff requesting such work, before utilizing substitutes.
- B. Hours and shifts shall be determined by the employer.
- C. A 15 minute break shall be granted at a convenient time to cafeteria employees working more than three (3) hours but less than five hours per day. A 30 minute paid lunch period shall be granted to cafeteria employees working at least five (5) hours but less than seven (7) hours per day. A 30 minute paid lunch plus a 15 minute break shall be granted to cafeteria employees working seven (7) or more hours per day.
- D. When the head cook is absent, the first cook will substitute and receive head cook differential. The employee substituting as first cook will receive first cook differential.

- E. Cafeteria assignments resulting in additional work hours will be offered to qualified cafeteria employees on a rotating basis in order of seniority. Once an employee performs or declines an available additional assignment, their name shall be moved to the bottom of the list. Employees who are not able to complete additional assignments as tendered by the administration must turn down the assignment; assignments will not be changed to accommodate the schedule of the employee. Nothing in this section shall prevent the Board from hiring a substitute employee.

3.5 Secretaries

- A. Full time secretaries shall work five-8 hour days per week, inclusive of lunch. The Central Junior High secretaries shall work 8 hours a day for 195 days. K-5 secretaries shall work 8 hours a day for 190 days. The Administration shall determine which days shall be worked, and shall inform secretaries of the work schedule by July 1st of each year. On the last work day preceding a holiday, or on a day of early dismissal because of heat, snow, or other emergency, secretaries shall be released when teachers are dismissed, without loss of pay. Extra days worked beyond the normal work year shall be paid at the employee's regular hourly rate of pay.
- B. A minimum 30 minute duty free paid lunch period plus 15 minutes of break time shall be included in the work day for secretaries working more than 4 hours per day.
- C. Building/site hours shall be determined by the employer.
- D. Junior High Secretaries employed on or before January 1, 2009 will be paid a stipend of \$750 annually for the remainder of their employment as a junior high secretary. This amount will be in addition to their base salary.

3.6 Health Clerks

- A. Full time Health Clerks will work the same attendance days as the regular teaching staff.

- B. A Health Clerk's workday shall not exceed 7 ¾ hours per day. Within that workday the Health Clerk will be on duty at least 15 minutes before and 15 minutes after the student day. On the last day preceding a holiday, in-service days and early dismissal days, Health Clerks shall be released when teachers are dismissed without loss of pay.
- C. Health Clerks will have a thirty (30) minute duty-free lunch period plus 15 minutes of break time included in their day if they work more than 4 hours.

3.7 Nurses

- A. Full time Nurses will work the same attendance days as the regular teaching staff.
- B. A Nurse's workday shall not exceed 7 ¾ hours per day. Within that workday the Nurse will be on duty at least 15 minutes before and 15 minutes after the student day. On the last day preceding a holiday, in-service days and early dismissal days, Nurses shall be released when teachers are dismissed without loss of pay.
- C. Nurses will have a thirty (30) minute duty-free lunch period plus 15 minutes of break time included in their day.
- D. The Board shall discuss the starting salary for any Nurse with the Association prior to hiring. The Board retains the right to set the starting salary of any Nurse after consultation and discussion with the Association. The Board shall negotiate with the Association prior to implementing any raises or other changes to the terms and conditions of employment after hiring.

ARTICLE IV EMPLOYMENT CONDITIONS

4.1 Resignation

An employee may resign with a minimum two (2) weeks' written notice.

4.2 Personnel File

An employee shall have the right upon request, to review the contents of

his/her file, except for pre-employment recommendations, and to place within written responses. Negative entries generated by sources other than the administration shall be authorized only after administration investigation and discussion with the employee. An employee shall be provided a copy of all entries to an employee's personnel file prior to inclusion.

4.3 Probation

A newly hired employee to the bargaining unit shall be considered a probationary employee for the first **twenty-four (24) calendar months**. During the probationary period, the probationary employee may be disciplined, or dismissed at the sole discretion of the Board.

4.4 Progressive Discipline – Non-Probationary Employees

Non-probationary employees shall not be disciplined without reason. Discipline includes, but is not limited to: warnings, reprimands, suspensions, discipline-related reductions in rank and discharge. At the time such action is taken, written notice of the specific grounds forming the basis for disciplinary action will be delivered to the Employee and the Association.

In all but the most serious cases of misconduct (including, but not limited to: theft, fighting, and similarly serious offenses), the imposition of discipline will be handled in such a way as to afford the employee the opportunity to improve.

A first infraction of a non-serious nature will ordinarily be handled with written warning. Repeat or multiple infractions of a non-serious nature will result in more onerous discipline including suspension without pay and possible discharge. Occasionally, a first infraction will merit a suspension without prior warning. Very serious acts of misconduct will result in immediate discharge.

Similarly, discipline will be commensurate with the level of the offense and the disciplinary history, if any, of the employee. Intentional acts will generally be dealt with more harshly than negligent ones.

The employee, upon request, shall be entitled to Association representation during an investigatory meeting which may lead to disciplinary action.

4.5 Vacancies

A vacancy shall be defined as a position that has been newly created or one that becomes vacant because the person holding the position has left the District, which the administration deems necessary to fill. The term vacancy shall not include a mere redeployment of staff due to a reduction in force. Nor shall an opening created by a leave of absence be considered vacancy unless such leave exceeds one (1) year. Vacant positions within classifications covered by this agreement shall be posted for a minimum of (7) days before being filled. All Association members shall be notified of vacancies via district email and district website. Postings will also be placed on a designated bulletin board within each building. Qualified current employee applicants shall be considered by the board prior to hiring a new employee from outside the bargaining unit to fill the vacancy. The final decision rests with the school board. The factors to be considered when evaluating applicants include, but are not limited to, seniority (if any), skills, experience, training, past performance (if known) and/or abilities. If requested, the employee will be notified as to the reason that they were not selected.

Any employee applying for a vacant "paraprofessional" position, as the term paraprofessional is defined under the *No Child Left Behind Act* ("NCLB"), must satisfy the NCLB's "highly qualified" requirements.

4.6 Overtime

Overtime shall be governed by the rules set forth in the Fair Labor Standards Act. It shall be paid at one and one-half times the regular rate of pay. Work required on Sunday shall be compensated at two times the regular rate of pay, regardless of whether the employee has worked over 40 hours in that week. The administration shall provide a standardized form for recording overtime hours worked.

4.7 Notification of Assignments

All employees shall be notified of their tentative assignments by June 30. In the event of a change in the tentative assignment, employees shall be notified as soon as practical.

4.8 Job Descriptions

The district shall develop, maintain, and give a copy to all employees a detailed job description for their classification within the bargaining unit.

4.9 Flex Time

At the discretion of the Administration, a bargaining unit member may be allowed to flex starting and ending times. In doing so, the employee will not reduce the number of hours required by this agreement.

4.10 Breaks

Breaks and lunch periods may be taken off school grounds with prior notification to supervisor or designee.

4.11 Safe Working Conditions

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

If the employee becomes aware of a potentially unsafe or hazardous condition, the employee will immediately report this situation to his/her immediate supervisor who shall promptly investigate.

4.12 Assistance for Control and Discipline of Students

The employer shall support and assist Bargaining Unit Members with respect to maintenance of control and discipline of students in the Bargaining Unit Member's assigned work area.

4.13 Evaluations

All bargaining unit employees shall be evaluated at least every two years. A committee will be formed which consists of bargaining unit members appointed by the Association, and administrators. The purpose of this committee will be to review the evaluation instrument and procedures and propose changes that would be approved by the Board of Education.

ARTICLE V LEAVES

5.1 Sick Leave

The board will grant all employees who are routinely scheduled to work more than three (3) hours per day, and who were employed on September 1, 1993 or on authorized leaves of absence, twenty (20) days of sick leave equal in length to the employee's work day per work year of the employee. For those employees who are routinely scheduled to work more than three (3) hours per day and whose date of hire is September 2, 1993 and thereafter;

fifteen (15) days of sick leave shall be granted through an employee's 15th year of service;

sixteen (16) days of sick leave shall be granted during an employee's 16th year of service;

seventeen (17) days of sick leave shall be granted during an employee's 17th year of service;

eighteen (18) days of sick leave shall be granted during an employee's 18th year of service;

nineteen (19) days of sick leave shall be granted during an employee's 19th year of service;

twenty (20) days of sick leave annually shall be granted thereafter.

Employees who work exactly three (3) hours per day will be granted 5 days of sick leave per year.

Sick leave shall accumulate up to 240 days excluding the current year's allotment. Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. Immediate family shall include parents, spouse, siblings, children, cousins, brother and sister-in-laws, aunts, uncles, great aunts, & uncles, grandparents, great grandparents, legal guardians and anyone living in the employee's household.

Each employee shall be notified with the first paycheck after September 1st of each year of his/her accumulated sick leave.

Any employee who has accumulated sick leave under the provisions of Paragraph One of this Article who is thereafter routinely scheduled to work exactly three (3) hours per day shall be granted additional sick leave at a rate of 5 days per year, and shall retain and have use of the number of sick leave days accumulated, sick leave days accumulated shall thereafter be equal in length to the employee's new work day.

5.2 Personal/Emergency Leave

A maximum of two (2) days leave per work year of employees who are routinely scheduled to work more than three (3) hours per day, non-cumulative, shall be granted each employee for the transaction of personal business. Personal or emergency days shall be equal in length to the work day of the employee. An employee shall notify the Superintendent of his/her intent to use personal business leave by completing a District form for such leave at least two (2) working days before such leave is to commence. In an emergency, an employee shall immediately notify his/her building principal or immediate supervisor and shall file the personal business leave form immediately upon return to work. Unused personal emergency leave days shall accumulate as sick leave. When an employee uses two (2) or less sick days, the employee shall receive one (1) additional non-cumulative personal leave day the following year.

5.3 Association Leave

An aggregate of three (3) full days, with pay per contract year, will be granted for Association representatives to attend IEA or NEA workshops or conventions or to conduct Association business. Association days must be taken in one-half (1/2) day increments. In special situations a whole day can be used with approval of the Association President and the Administration. A minimum 24 hour notice shall be given to the Superintendent or his/her designee.

5.4 Jury Duty

An employee shall suffer no loss of pay if summoned to serve on a jury except that any remuneration minus expenses for such services shall be returned to the district.

5.5 Child Care Leave

Subject to the rules and regulations governing the Family and Medical Leave Act (“FMLA”) when a child is born to or adopted by a full time employee, the employee shall be granted an unpaid child care leave, the duration of which shall be as mutually agreed between the administration and the employee with due consideration for natural breaks in the school year but in no event for a period longer than one (1) calendar year. Written notice of intention to either return or resign shall be given by the staff member to the Superintendent by March 1 prior to the end of the school year. Failure to furnish such written notice shall constitute a notice of resignation.

Employees must comply with the notice requirements of the FMLA.

Any district benefit or benefits under the provisions of this Agreement which would otherwise accrue to said employee shall be suspended during the duration of such leave, but any benefits accumulated prior to the leave will be reinstated upon return from leave.

Subject to the FMLA’s requirements for the continuation of group health insurance, if applicable, any employee granted such leave who is receiving insurance benefits may make arrangements to continue life, dental, major medical, and hospitalization insurance coverage at the employee’s own expense for the duration of such leave.

A child care leave of absence shall be granted by the Board to commence at the termination of the disability period, for which sick leave may be used and as verified by the attending physician, for a period of time mutually agreed upon between the employee and the Administration.

5.6 Unpaid Leaves

Extended unpaid leaves of absence may be granted by the Board at its discretion and for a duration determined between employee and the Board. Subject to the FMLA’s requirements for the continuation of group health insurance, if applicable, all insurance coverage shall continue while on such leave if permitted by the carrier and providing that the employee shall be required to pay the full cost of the premium.

Any district benefit or benefits under the provisions of this Agreement which would otherwise accrue to said employee shall be suspended during the duration of such leave, but any benefits accumulated prior to such leave will be reinstated upon return of the leave.

Written notice of intention to either return or resign shall be given by the staff member to the Superintendent by March 1 prior to the end of the school year. Failure to furnish such written notice shall constitute a notice of resignation. Unpaid days of absence must have prior approval from the immediate supervisor and Superintendent.

5.7 Salary Schedule Advancement

An employee who is absent from his/her duties shall be credited with vertical advancement on the salary schedule, provided said employee worked at least one-half (1/2) of the work year for his/her position during the school year for which such credit is sought, and further provided the employee has complied in all other respects with any applicable provisions regarding advancement on the salary schedule set forth in this Agreement.

ARTICLE VI REDUCTION IN FORCE (RIF)

Layoffs or reductions in hours, if necessary, shall be in order of seniority, least senior first, within each of the following job classifications:

1. Custodians
2. Maintenance
3. Maintenance II
4. Cafeteria Workers
5. Building secretaries
6. Nurses
7. Health Clerk
8. Library Aides
9. Instructional Aides
10. Teacher Assistants

A less senior employee within a classification may be retained over a more senior employee if the more senior is not qualified for the position or if special skills are a requirement of the job. If reduced, employees can cross classifications with prior in-district experience within said classification. Classifications shall be established by the District and when needed, updated periodically.

Employees to be reduced shall be given written notice in accordance with the *Illinois School Code*.

Seniority shall be defined as the length of an employee's continuous employment with the District. Service shall be computed from the first day of uninterrupted employment. Service shall not be interrupted due to the utilization of approved leaves of absence, vacations, time on recall, or normal breaks in the contractual year for that job classification, but such time shall not be credited toward seniority unless the employee works at least one-half (1/2) of the work year for his/her position. A full year of seniority shall be credited during the first year of employment if the newly hired employee works at least one-half (1/2) of the work year for his/her position. A newly hired employee working less than one-half (1/2) of the work year for his/her position shall receive no credit toward seniority. In the event that more than one individual employee has the same date of hire, position on the seniority list shall be determined by drawing lots.

The Board shall prepare and post a seniority list. The seniority list shall be prepared and posted conspicuously in all buildings of the district prior to February 1st of each school term. It shall be each Employee's responsibility to review the list and respond to any discrepancies. Each Employee shall have ten (10) employment days from the posting of seniority list to file written objections detailing the specific error involving his/her ranking. An Employee's failure to object shall be deemed an acceptance of the ranking and the Employee cannot thereafter challenge his/her seniority until the following school year.

If the Board has any vacancies during the period prescribed by the Illinois School code, employees will be recalled in the reverse order in which they were laid off, provided that in order to be so recalled, the position becoming available must be within the specific category of position from which the employee was so dismissed and the employee must have the qualifications, skills, and ability to satisfactorily perform the available work. If there are no employees on the recall list in that job classification, qualified employees on recall lists in other job classifications shall be given consideration.

An employee shall have the right to refuse a position of lesser pay and benefits without waiving recall rights.

ARTICLE VII COMPENSATION AND FRINGE BENEFITS

7.1 Compensation

Employees shall be paid in twenty-six (26) installments occurring every other week, should the district offer direct deposit. When a regular pay day falls on a day when the District's administration offices are not scheduled to be open, employees shall be paid on the last administrative work day prior to that scheduled pay day. An employee who wishes his/her paychecks mailed to him/her during the summer shall provide his/her immediate supervisor with personally addressed stamped envelopes prior to the last day of his/her work year. Wages of cafeteria workers shall be "annualized", meaning that paychecks for a given cafeteria worker shall generally be the same amount even though the hours worked by that cafeteria worker during a pay period may vary.

7.2 IMRF Shelter and Contributions

According to the authority granted by the Pension Reform Act 18-974, Section 414(h)(2) of the Internal Revenue code and Public Act 81-5136, Ill. Rev. Stat., 1981, ch. 108-1/2, Paragraph 7-173.2, the Board of Education agrees to deduct from the employees earnings four and one-half (4-1/2) percent of each employee's salary to the Illinois Municipal Retirement Fund (IMRF) on behalf of each employee eligible for

participation in the IMRF, as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

7.3 Group Insurance

The District will continue to make group insurance available to full time 12 month employees with the same coverage and on the same terms as insurance provided for teachers.

For all other full time employees, the district will make group insurance available with the same benefits as insurance provided for teachers, but the district shall only pay the portion of the total premium identified below:

- The Board agrees to pay 75% of the individual and 50% of family and/or dependent coverage during the terms of this Agreement.
- For the purposes of insurance, a cook who works thirty (30) or more hours per week shall be considered full time.

7.4 Holidays

All employees, except for custodians and maintenance, shall receive the following holidays off without pay if they fall within the employee's work year. However, if the administration elects to schedule a teacher in-service or student attendance day on one of the following days, Teacher Aides shall be required to report to work, with pay, pursuant to Section 3.3B of this Agreement. Maintenance and custodial employees shall receive the following holidays off and shall be paid if and only if a holiday falls on a usual work day.

New Year's Day	Good Friday
Memorial Day	Labor Day
Thanksgiving Day and Day After	Days at Christmas
Independence Day	New Year's Eve Day
Lincoln's Birthday or President's Day	Columbus Day
Veteran's Day	Martin Luther King Day
Day After Easter (assuming no student attendance)	Casimir Pulaski Day

7.5 Vacation – 12 Month Employees

Twelve month employees shall receive vacation as follows:

- 1st through 3rd year of service - 1 week
- 4th through 6th year of service - 2 weeks
- 7th through 12th year of service -3 weeks
- 13th year and beyond -4 weeks

An employee must request vacation thirty (30) days in advance of the time the vacation is to commence. Vacation shall be credited on July 1st of each year. If an employee works less than a full work year, the vacation earnings shall be prorated. Vacation shall not be carried over from one year to the next. Only one custodial and one maintenance employee may be on vacation at a time. If more than one employee from the custodial or maintenance classifications request vacation at the same time, vacation will be granted on the basis of seniority. The Employer may in its discretion allow more than one maintenance and one custodial employee to be on vacation at a time.

7.6 Please see attached pages for Wage Scales.

The district agrees to pay a longevity stipend for those employees who reach **their 18th year of service** and beyond to the district in the following amounts:

- 18th Year of Service = \$500**
- 19th Year of Service = \$1,000**
- 20th Year of Service = \$1,500**
- 21st Year of Service = \$2,000**

If an employee leaves the district before the end of the school year, the longevity stipend shall be pro-rated according to the number of days they have worked that school year.

In addition the following responsibility factors are established for:

- Head Cook = +\$1.50/hour
- 1st Cook = +\$0.75/hour
- Head Baker = +\$0.75/hour

The lead maintenance worker differential will be set at an additional \$1.35 per hour during the life of the contract.

7.7 Credits, Workshops, Seminars

The district shall pay all tuition, fees, and expenses for any workshops, courses, or training required by the Employer or as may be requested by the employee and approved by the Associate Superintendent. The employee shall suffer no loss of pay if participation is during the workday.

A regular, full-time employee may apply for a college stipend reimbursement with the following provisions:

1. Tuition will be reimbursed for the actual cost of the course. The maximum per hour reimbursement will be at the rate charged by Illinois Central College. Each employee will be limited to one three hour class per fiscal year (July 1 – June 30).
2. Courses undertaken shall be directly related to the employee's assigned field or in a field that will benefit the District. The employee shall submit in writing a description of the class, the perceived benefit to the District, or the relevance to the employee's assignment.
3. The employee shall be required to furnish a grade slip and cancelled check by the 10th of September, and/or January, and/or June to support the total amount of reimbursement sought. Reimbursement will be made after the regular Board meeting in those months.
4. Application for each course must be approved in advance of enrollment by the employee's immediate supervisor and Superintendent. The applicant shall complete the District's reimbursement form prior to enrollment for the course. When the course is successfully completed, the applicant shall provide to the District office a transcript to document successful completion of any and all courses for that academic year.
5. Employees must earn a "C" or better for coursework in order to receive reimbursement of credit towards lane changes on the salary schedule.
6. Salary adjustments will be made annually at the beginning of the school year. Transcripts must be submitted one (1) week prior to the September

Board meeting and salary changes will be reflected in paychecks following the Regular Board meeting in that month.

7.8 New Hires

No new employee may be brought into the district higher than Step Ten (10) on the appropriate wage scale.

7.9 Retirement Incentive

A retirement incentive will be extended to employees with twenty-five (25) years or more of creditable service to the district and submitting an irrevocable and unequivocal letter of retirement prior to June 1 of any school year, said retirement to be effective at the end of the next contract year, the Board shall increase the member's salary by ten percent (10%) of their base salary plus longevity of their scheduled salary for the year they are retiring.

7.10 Mileage Reimbursement

A bargaining unit member will be paid mileage at the current rate approved by the Internal Revenue Service for all approved school related mileage accrued during the workday to perform their assigned duties.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

8.1 Definition

A grievance will mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

8.2 Statement of Basic Principles

A. The parties hereto acknowledge that it is usually most desirable for an employer and the employee's immediate supervisor to resolve problems through free and informal discussions. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from discussing a problem with his/her immediate supervisor or the administration and having it adjusted without intervention or Association representation, so long as such adjustment is not in conflict with the provisions of this agreement.

- B. An employee who participates in these grievance procedures will not be subject to discipline or reprisal because of such participation.
- C. The failure of an employee, group of employees, or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits will permit the grievant to proceed to the next step. The time limits, however, may be extended or steps bypassed by mutual agreement. All time limits consist of contractual work days.

8.3 Procedures

The parties acknowledge that a bargaining unit member and the Administration/Board may resolve problems through free and informal communications. However, should a grievance occur, the steps below shall be followed.

A. First Step: The filing of a formal, written grievance must be within twenty (20) working days from the date of the occurrence(s) giving rise to the grievance. The Association or grievant shall present the grievance to the immediately involved supervisor. The supervisor will arrange a meeting to take place within ten (10) working days after the receipt of the grievance. The grievant and/or Association representative and the immediately involved supervisor shall be present for the meeting. Within ten (10) working days of the meeting, the Association shall be provided the supervisor's written response, including reasons for the decision.

B. Second Step: If the grievance is not resolved at Step One, then the Association may refer the grievance in writing to the Superintendent or their designee within ten (10) working days after the receipt of the Step One response. The Superintendent or their designee shall arrange, with the Association representative, for a meeting to take place within ten (10) working days of the receipt of the appeal. Within ten (10) working days of the meeting, the Association shall be provided with the formal, written response, including reasons for the decision.

C. Third Step: If the grievance is not resolved at Step Two, then the Association may refer the grievance in writing to the Board of Education within ten (10)

working days after receipt of the Step Two response. The grievance shall be heard at the next regularly scheduled board meeting unless such meeting is less than five (5) working days from the receipt of the Association's written notice in which the grievance shall be heard at the next following regularly scheduled meeting. Following such meeting, the board shall issue a decision on the grievance within ten (10) working days.

D. Fourth Step: If the grievance is not resolved at Step Three, the Association may submit the grievance to final and binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grievant(s) to the Superintendent within thirty (30) working days from the receipt of the Step Three response to enter into arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within ten (10) working days after the notice is given. If the two parties fail to reach agreement within ten (10) working days, the Federal Mediation and Conciliation Service will be requested to provide a panel of arbitrators. Each of the two parties will alternatively strike one name at a time from the panel until only one remains. The remaining name will be the arbitrator. The decision of the arbitrator will be final and binding on the parties.

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration will be borne equally by the Board and the Association. Each party to an arbitration proceeding will be responsible for compensating its own representatives and witnesses.

8.4 Association Participation

Employees have the right to be represented by an Association representative during meetings held pursuant to the grievance procedure.

8.5 Administration/Association Cooperation

The Administration and Association and its membership shall cooperate with each other in their investigation of a grievance.

8.6 Released Time

It is agreed that any investigation or other handling or processing of any grievance by the grieving bargaining unit member and/or the Association

shall be conducted so as to result in as little interference with regular work activities as possible. When requested to attend meetings related to a grievance, the bargaining unit member and/or Association representative shall be allowed reasonable time without loss of pay or benefits.

8.7 Filing of Materials

Records related to a grievance shall be filed separately from the personnel file of the bargaining unit member.

8.8 Grievance Withdrawn

A grievance may be withdrawn at any level without establishing a precedent.

8.9 Grievance Settlement

By mutual agreement of the Association and the Board, a grievance may be settled at any level without establishing a precedent.

**ARTICLE IX
NO STRIKE**

9.1 Definition

The Association agrees that under no circumstances will it authorize, sanction, condone or acquiesce in, nor will any employee covered by this Agreement take part in, any strike, withholding of services or work stoppage of any kind or nature. Nor shall the Association or any employee covered by this agreement authorize or instigate any picketing, recognition of any picketing line or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the School District. The Board shall have the right to discipline any staff member, up to and including dismissal, for violating this provision of the Agreement. The Employer agrees not to engage in a lockout of this bargaining unit during the term of this Agreement.

**ARTICLE X
SEVERABILITY**

10.1 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, will be automatically deleted from this Agreement to the extent that it is violated by law, but the remaining Articles, sections and clauses will remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, section or clause.

10.2 The parties mutually agree that the terms and conditions set forth in this Agreement may be altered, changed, added to, deleted from or modified only through written, voluntary and mutual consent of the parties in an amendment hereto.

**ARTICLE XI
DURATION OF AGREEMENT**

This Agreement shall be effective from July 1, 2009 through June 30, 2012. The foregoing is agreed to this _____ day of _____, 2009.

EAST PEORIA
SUPPORT PERSONNEL
ASSOCIATION

BOARD OF EDUCATION of
EAST PEORIA ELEMENTARY
SCHOOL DISTRICT No. 86

By: _____
ITS PRESIDENT

By: _____
ITS PRESIDENT

MEMORANDUM OF UNDERSTANDING

The Board of Education of East Peoria Elementary School District No. 86 (“Board”) and the East Peoria Support Personnel Association-IEA/NEA (“Association”) agree as follows:

Julie Close will be paid the following rate for the duration of this Agreement:

1. This employee will be paid \$15.15 per hour for the 2009-2010 school year.
2. This employee will be paid \$15.60 per hour for the 2010-2011 school year.
3. This employee will be paid \$15.03 per hour for the 2011-2012 school year, plus she shall receive her Longevity Pay of \$1,500.

The foregoing is agreed to this _____ day of _____, 2009.

EAST PEORIA
SUPPORT PERSONNEL
ASSOCIATION

BOARD OF EDUCATION of
EAST PEORIA ELEMENTARY
SCHOOL DISTRICT No. 86

By: _____
ITS PRESIDENT

By: _____
ITS PRESIDENT

AIDES - HIGH SCHOOL DIPLOMA and HEALTH CLERKS

TAHS	2008-2009	2009-10	2010-11	2011-12
1395		3.50%	3.50%	3.50%
STEPS				
1	\$10.10	\$10.30	\$10.51	\$10.72
2	\$10.40	\$10.45	\$10.66	\$10.88
3	\$10.76	\$10.76	\$10.82	\$11.03
4	\$11.08	\$11.14	\$11.14	\$11.20
5	\$11.35	\$11.47	\$11.53	\$11.53
6	\$11.79	\$11.75	\$11.87	\$11.93
7	\$12.09	\$12.20	\$12.16	\$12.29
8	\$12.15	\$12.51	\$12.63	\$12.59
9	\$12.20	\$12.58	\$12.95	\$13.07
10	\$12.25	\$12.63	\$13.02	\$13.40
11	\$12.40	\$12.68	\$13.07	\$13.48
12	\$12.60	\$12.83	\$13.12	\$13.53
13	\$12.68	\$13.04	\$13.28	\$13.58
14	\$12.75	\$13.12	\$13.50	\$13.74
15	\$12.85	\$13.20	\$13.58	\$13.97
16	\$12.90	\$13.30	\$13.66	\$14.06
17	\$13.00	\$13.35	\$13.77	\$14.14

AIDES - +30 HOURS

TA+30	2008-09	2008-2009	2009-10	2010-11	2011-12
1395			3.50%	3.50%	3.50%
STEPS					
1	\$14,464	10.37	10.58	10.79	11.01
2	\$14,894	10.68	10.73	10.95	11.17
3	\$15,410	11.05	11.05	11.11	11.33
4	\$15,868	11.38	11.44	11.44	11.50
5	\$16,260	11.66	11.78	11.84	11.84
6	\$16,889	12.11	12.07	12.19	12.25
7	\$17,324	12.42	12.53	12.49	12.62
8	\$17,459	12.52	12.85	12.97	12.93
9	\$17,528	12.57	12.96	13.30	13.42
10	\$17,734	12.71	13.01	13.41	13.77
11	\$18,007	12.91	13.15	13.47	13.88
12	\$18,418	13.20	13.36	13.61	13.94
13	\$18,692	13.40	13.66	13.83	14.09
14	\$18,917	13.56	13.87	14.14	14.31
15	\$19,172	13.74	14.03	14.36	14.63
16	\$19,445	13.94	14.22	14.52	14.86
17	\$19,720	14.14	14.43	14.72	15.03

AIDES – BACHELOR’S DEGREE

TABA	2008- 2009	2008-09	2009- 10	2010- 11	2011- 12
1395			3.50%	3.50%	3.50%
STEPS					
1	10.81	\$15,073	\$11.03	\$11.25	\$11.48
2	11.13	\$15,521	\$11.19	\$11.42	\$11.64
3	11.51	\$16,059	\$11.52	\$11.58	\$11.82
4	11.85	\$16,536	\$11.91	\$11.92	\$11.99
5	12.15	\$16,945	\$12.26	\$12.33	\$12.34
6	12.57	\$17,538	\$12.58	\$12.69	\$12.76
7	12.94	\$18,053	\$13.01	\$13.02	\$13.13
8	13.12	\$18,306	\$13.39	\$13.47	\$13.48
9	13.31	\$18,561	\$13.58	\$13.86	\$13.94
10	13.49	\$18,822	\$13.78	\$14.06	\$14.35
11	13.68	\$19,086	\$13.96	\$14.26	\$14.55
12	13.87	\$19,353	\$14.16	\$14.45	\$14.76
13	14.07	\$19,623	\$14.36	\$14.66	\$14.96
14	14.76	\$20,595	\$14.56	\$14.86	\$15.17
15	14.97	\$20,882	\$15.28	\$15.07	\$15.38
16	15.12	\$21,093	\$15.49	\$15.81	\$15.60
17	15.39	\$21,472	\$15.65	\$16.03	\$16.36

COOKS

COOKS	2008- 2009	2009- 10	2010- 11	2011- 12
169 Days		3.50%	3.50%	3.50%
STEPS				
1	\$9.33	\$9.52	\$9.71	\$9.90
2	\$9.61	\$9.66	\$9.85	\$10.05
3	\$9.94	\$9.95	\$10.00	\$10.19
4	\$10.24	\$10.29	\$10.30	\$10.35
5	\$10.49	\$10.60	\$10.65	\$10.66
6	\$10.90	\$10.86	\$10.97	\$11.02
7	\$11.14	\$11.28	\$11.24	\$11.35
8	\$11.78	\$11.53	\$11.67	\$11.63
9	\$11.99	\$12.19	\$11.93	\$12.08
10	\$12.38	\$12.41	\$12.62	\$12.35
11	\$12.60	\$12.81	\$12.84	\$13.06
12	\$12.98	\$13.04	\$13.26	\$13.29
13	\$13.21	\$13.43	\$13.50	\$13.72
14	\$13.31	\$13.68	\$13.90	\$13.97
15	\$13.55	\$13.78	\$14.16	\$14.39
16	\$13.60	\$14.03	\$14.26	\$14.66
17	\$14.13	\$14.41	\$14.70	\$14.99

MAINTENANCE 1

MAINT 1

2088	2008- 2009	2009- 10	2010- 11	2011- 12
STEPS		3.50%	3.50%	3.50%
1	\$14.25	\$14.54	\$14.83	\$15.13
2	\$14.67	\$14.75	\$15.05	\$15.35
3	\$15.18	\$15.18	\$15.27	\$15.58
4	\$15.63	\$15.71	\$15.71	\$15.80
5	\$16.02	\$16.18	\$16.26	\$16.26
6	\$16.64	\$16.58	\$16.75	\$16.83
7	\$17.06	\$17.22	\$17.16	\$17.34
8	\$17.19	\$17.66	\$17.82	\$17.76
9	\$17.32	\$17.79	\$18.28	\$18.44
10	\$17.44	\$17.93	\$18.41	\$18.92
11	\$17.56	\$18.05	\$18.56	\$19.05
12	\$17.72	\$18.17	\$18.68	\$19.21
13	\$18.21	\$18.34	\$18.81	\$19.33
14	\$18.77	\$18.85	\$18.98	\$19.47
15	\$19.53	\$19.43	\$19.51	\$19.64
16	\$20.50	\$20.21	\$20.11	\$20.19
17	\$24.59	\$21.22	\$20.92	\$21.34

MAINTENANCE 2

MAINT II

2088	2008- 2009	2009- 2010	2010- 11	2011- 12
STEPS		3.50%	3.50%	3.50%
1	\$11.04	\$11.26	\$11.49	\$11.72
2	\$11.37	\$11.43	\$11.65	\$11.89
3	\$11.77	\$11.77	\$11.83	\$12.06
4	\$12.12	\$12.18	\$12.18	\$12.24
5	\$12.41	\$12.54	\$12.61	\$12.61
6	\$12.89	\$12.84	\$12.98	\$13.05
7	\$13.22	\$13.34	\$13.29	\$13.43
8	\$13.48	\$13.68	\$13.81	\$13.76
9	\$13.76	\$13.95	\$14.16	\$14.29
10	\$14.04	\$14.24	\$14.44	\$14.66
11	\$14.32	\$14.53	\$14.74	\$14.95
12	\$14.60	\$14.82	\$15.04	\$15.26
13	\$14.90	\$15.11	\$15.34	\$15.57
14	\$15.19	\$15.42	\$15.64	\$15.88
15	\$15.50	\$15.72	\$15.96	\$16.19
16	\$15.80	\$16.04	\$16.27	\$16.52
17	\$16.12	\$16.35	\$16.60	\$16.84

SECRETARIES

SECRETARY

	2008- 2009	2009- 10	2010- 11	2011- 12
190/1520		3.50%	3.50%	3.50%
195/1560				

STEPS

1	\$11.44	\$11.67	\$11.90	\$12.14
2	\$11.78	\$11.84	\$12.08	\$12.32
3	\$12.18	\$12.19	\$12.25	\$12.50
4	\$12.55	\$12.61	\$12.62	\$12.68
5	\$12.85	\$12.99	\$13.05	\$13.06
6	\$13.35	\$13.30	\$13.44	\$13.51
7	\$13.69	\$13.82	\$13.77	\$13.91
8	\$13.79	\$14.17	\$14.30	\$14.25
9	\$13.85	\$14.27	\$14.67	\$14.80
10	\$13.95	\$14.33	\$14.77	\$15.18
11	\$14.16	\$14.44	\$14.83	\$15.29
12	\$14.28	\$14.66	\$14.95	\$15.35
13	\$14.42	\$14.78	\$15.17	\$15.47
14	\$14.59	\$14.92	\$15.30	\$15.70
15	\$14.74	\$15.10	\$15.44	\$15.84
16	\$14.87	\$15.26	\$15.63	\$15.98
17	\$16.67	\$15.39	\$15.79	\$16.18