

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION  
PONTIAC COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT # 429**

**AND THE**

**PONTIAC EDUCATION  
ASSOCIATION # 429 – IEA/NEA**

**2011-12**

## TABLE OF CONTENTS

ARTICLE I	AGREEMENT	1
ARTICLE II	PRINCIPLES	2
ARTICLE III	RECOGNITION	3
ARTICLE IV	EMPLOYEE/ASSOCIATION RIGHTS	
	4.1 Discrimination Prohibited	4
	4.2 Association Membership or Activity	4
	4.3 Personnel File	4
	4.4 Discipline – Employees	4
	4.5 Procedure for Discipline/Discharge	5
	4.6 Dues Deduction	6
	4.7 Fair Share	6
	4.8 Equipment Use After Regular School Hours	7
	4.9 Public Information	8
	4.10 Association Input on Board Policies	8
	4.11 New Employees	8
	4.12 Use of School Facilities	8
	4.13 Employee Association Leave	9
	4.14 Employee/Association Right	9
ARTICLE V	BOARD RIGHTS	10
ARTICLE VI	WORKING CONDITIONS	
	6.1 School Day – Teachers	11
	6.1A Overtime – Teachers	11
	6.2 School Day – ESPs	11
	6.2A ESPs – Temporary Employees	12
	6.3 Work Year – Educational Service Personnel	12
	6.4 Class Size	13
	6.5 Unsafe or Hazardous Working Conditions	13
	6.6 Student Discipline	14
	6.7 Lunch Period	14
	6.8 Holidays – Educational Service Personnel	14
	6.9 Facility Closure – ESPs	15
	6.10 Overtime – Educational Service Personnel	15
	6.11 Call Time – Educational Service Personnel	15

6.12	Probationary Period – ESPs	16
6.13	Compensatory Time	16
6.14	Planning Time for Full-Time Special Education Teachers	16
6.15	Travel Time	16
6.16	Job Descriptions/Collective Bargaining Agreement	16

## ARTICLE VII

### LEAVES

7.1	Sick Leave	17
7.2	Sick Leave Bank	17
7.3	Personal Leave	18
7.4	Bereavement Leave	19
7.5	Jury Duty and Subpoenaed Court Appearance	19
7.6	Maternity Leave	20
7.7	Educational and Other Leaves – Teachers	21
7.8	Temporary Illness/Disability Leave	21
7.9	Other Leaves – Educational Service Personnel	22
7.10	Notification of Sick/Personal Leave Days	22
7.11	Weather Related Emergency/ Unforseeable Emergency	22
7.12	Additional Leave Days	22
7.13	Other Absences	22

## ARTICLE VIII

### EVALUATION

8.1	Teacher Evaluation Procedures	23
8.2	Consulting Teachers	24
8.3	ESPs – Evaluation Procedures	25

## ARTICLE IX

### PROFESSIONAL ADVANCEMENT AND TUITION REIMBURSEMENT

9.1	Professional Advancement	27
9.2	Tuition Waivers	27
9.3	Additional Professional Advancement	27

ARTICLE X

VACANCIES, PROMOTIONS AND TRANSFERS

10.1	Vacancy Defined	28
10.2	Posting and Notification	28
10.3	Applications	28
10.4	Voluntary Transfer	29
10.5	Involuntary Transfer	29
10.6	Notification of Employment – ESPs	30
10.7	Seniority	30
10.8	Recall Rights	31
10.9	Summer Positions	32
10.10	Employment of Substitute Teachers	32
10.11	Subcontracting of Positions	32
10.12	Reduction in Force	32

ARTICLE XI

GRIEVANCE PROCEDURE

11.1	Definitions	33
11.2	Subject Matter	33
11.3	Procedure	33
11.4	Arbitration	34
11.5	General Provisions	35

ARTICLE XII

RESIGNATION BY EMPLOYEES

12.1	Teachers	37
12.2	Educational Service Personnel	37

ARTICLE XIII

COMPENSATION AND FRINGE BENEFITS

13.1	Compensation Schedule – Teachers	38
13.2	Board Payment to Teachers’ Retirement System	38
13.3	Advancement on Salary Schedule	38
13.4	Compensation Schedule – ESPs	38
13.5	Payment Schedule and Options	38
13.6	Supplementary Jobs and Coaching Assignments	39
13.7	Individual and/or Family Major Medical, Health, Dental Insurance and Life Insurance	39
13.8	Maintenance of Records	39
13.9	Early Retirement Incentive	40
13.10	Extra Duty Compensation	43
13.11	Mileage	44
13.12	Perfect Attendance	44

ARTICLE XIV	NEGOTIATIONS PROCEDURES	45
ARTICLE XV	MEDIATION PROCEDURES	
	15.1 Mediation	46
	15.2 Mediator Requested	46
ARTICLE XVI	EFFECT OF AGREEMENT	
	16.1 Complete Understanding	47
	16.2 Savings Clause	47
	16.3 No Strike Provision	47
	16.4 No Reprisals	47
ARTICLE XVII	DURATION AND ACCEPTANCE OF AGREEMENT	48
APPENDIX A-1	TEACHER SALARY SCHEDULE 2011-12	49
APPENDIX B-1	ESP SALARY SCHEDULE 2011-12	50
APPENDIX C	EXTRA DUTY	51
APPENDIX D	WORK DAY – COOKS AND CUSTODIANS	52
APPENDIX E	PRE-GRIEVANCE SUMMARY SHEET	53

## **ARTICLE I**

### **AGREEMENT**

This Agreement is made and entered into this 30<sup>th</sup> day of June, 2011, by and between the Board of Education of Pontiac Community Consolidated School District No. 429, hereinafter referred to as the "Board," and the Pontiac Education Association-429, IEA/NEA, hereinafter referred to as the "Association."

This Agreement is negotiated pursuant to the Illinois Educational Labor Relations Act, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

The provisions of the Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously adopted policy, rule, or regulation(s) of the Board, which is in conflict with a provision of this Agreement, shall be superseded and replaced by this Agreement. The provisions of this Agreement shall not be extended to alter existing duties imposed by law on the parties.

## **ARTICLE II**

### **PRINCIPLES**

The Board and the Association recognize that the ultimate goal of public schools is to provide the best education possible for the students of the District.

The Board and the Association recognize that attainment of educational objectives of the District requires mutual understanding and cooperation among the Board, the administrative and supervisory staff, the professional teaching and educational service personnel and an open exchange of views in deliberations leading to determination of matters directly affecting the terms of employment.

## **ARTICLE III**

### **RECOGNITION**

- 3.1 The Board hereby recognizes the Pontiac Education Association, District - 429, IEA/NEA, hereinafter referred to as the "Association," as the exclusive and sole bargaining representative for all full-time and regularly employed part-time certified teachers; regularly employed full-time and regularly employed part-time educational service personnel whose regular employment is fifteen (15) hours per week or more and described as cooks, custodians, secretaries, assistants, registered nurses and licensed practical nurse assistants, and specifically excluding the superintendent, principals, supervisor(s) of special education, substitute teachers or substitute educational service personnel employees, and employees working in the superintendent's or central office, the head of maintenance, the food service manager, the technology director, short term employees, summer and such temporary employees whose compensation is funded, covered or connected with government related funded programs such as "CETA," "Green Thumb," "Job Training" or such other programs.
- 3.2 As used herein, the term "employee" shall refer to all bargaining unit members. The term "teacher" shall refer to all bargaining unit members employed in a position requiring teaching certification. The term "educational service personnel" shall refer to all bargaining unit members other than teachers.

## **ARTICLE IV**

### **EMPLOYEE/ASSOCIATION RIGHTS**

#### **4.1 Discrimination Prohibited**

Neither the Board nor the Association shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age or sex.

#### **4.2 Association Membership or Activity**

Employees shall have the right to join and assist the Association and to participate in negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms and conditions of employment for reasons of membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.

#### **4.3 Personnel File**

The Board shall maintain a central personnel file for each employee. Each employee and/or his or her designated representative shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review. Such review may be by appointment during normal office business hours (but not including the times when employees have instructional or other responsibilities) and in the presence of a designated employee of the Board. Confidential material, such as recommendations of any employee by a previous employer, shall not be deemed to be part of the employee's personnel file described in this section or those contents, which are exempt from inspection as (Ill. Rev. Stat., Ch. 48, S. 2001 et seq.). Any designated representative must have the written consent of the employee to review the contents of his/her personnel file. Employees shall be given copies of all materials placed in their personnel files within seven (7) working days of the date of filing. Employees shall be afforded an opportunity to attach a written response to any material placed in their personnel file within ten (10) working days of date of filing.

#### **4.4 Discipline - Employees**

The Board and/or administration shall have the right to discipline an employee for cause. When any employee is required to appear before the Board, a board committee or administrator concerning any matter which may result in disciplinary action or affect the continuation of that employee in his/her employment, the employee shall be given reasonable prior notice, except in an emergency, in writing, for the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association present to represent him/her during such meeting or interview.

#### 4.5 Procedure for Discipline/Discharge

- A. All employees shall hold their employment under a system of progressive discipline as described in Article 4.5C. No employee shall be disciplined or discharged without just cause. Discipline includes written reprimands, suspensions and dismissal.
- B. An employee may be represented by the Association in a pre-disciplinary conference with the Board or an administrator which may reasonably result in disciplinary action, provided the employee requests union representation. The Employee shall be provided with prior written notice of the reason for the meeting except in an emergency involving the safety or welfare of students or staff. This provision shall not require District representatives to conduct a pre-disciplinary conference with the employee for misconduct as defined in Article 4.5D.

- C. The District will attempt to follow a progressive discipline procedure which includes the following steps:
  - 1. Verbal warning
  - 2. Written reprimand
  - 3. Suspension without pay not to exceed five (5) working days for the first offense. Subsequent offenses may result in another suspension not to exceed ten (10) working days or discharge depending upon the severity of the infraction.
  - 4. Dismissal

The above list may not be strictly followed depending on the severity of the employee's misconduct.

An employee may be suspended with pay pending investigation of any matter.

- D. Notwithstanding Section 4.5C above, an employee may be dismissed immediately for the following reasons:
  - 1. Use or possession of alcoholic beverages or illegal drugs on District property
  - 2. Theft or misappropriation of District funds
  - 3. Conviction of a felony or any of the criminal offenses set forth in Section 10.21-9 of The School Code
  - 4. Behavior endangering the safety or welfare of students or staff.

It is agreed that the above list is simply intended to provide examples of offenses, the severity of which may result in immediate dismissal, and is not all-inclusive.

#### 4.6 Dues Deduction

A. Any member of the bargaining unit who is a member or has applied for membership in the Association may sign and deliver to the Board an authorization form for continuous or annual dues deduction. The appropriate authorization forms shall be provided by the Association. The authorization is continuous and shall remain in effect from year-to-year unless the employee is dismissed or revokes said authorization during the first five (5) days of the school term.

B. The Board shall deduct from each employee's pay the current dues of the Association provided the Board has received an authorization form.

Pursuant to such authorization, the Board shall deduct one- eighteenth of such dues from the regular salary check of the bargaining unit member's paycheck for nine (9) months, beginning in September and ending in June of each year.

The Board shall remit said deducted dues to the Association within ten (10) days following the pay period deduction.

#### 4.7 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. The Board shall deduct a sum equivalent to the proportionate share of the costs of the services of the Association for collective bargaining and administration of the Contract. The Fair Share fee shall be deducted in equal payments in the same manner that dues are deducted from Association members, provided:

- 1) The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the Rules and regulations of the IELRB; and
- 2) The Association has annually certified in writing to the Board the amount of such fair share fee and confirmation that such notice has been posted.

B. The Board shall begin such fair share fee deduction no earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification of the fair share fee amount by the Association as required in paragraph 1 of this Article.

C. In the event an employee objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IELRB, which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit such fee to the IELRB until further order of the Board.

- D. 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.
- E. The Association, the Illinois Education Association, and the National Education Association agree to defend, indemnify, and hold the Board harmless against any claims, demands, suits, or other form of liability which may arise by reason of any action taken by the Association or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith. The Board agrees to promptly notify the Association in writing of any claims, demands, suits or other form of liability arising from the Board's compliance with the provisions of this Article.
- F. 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 failure to comply with the obligations imposed upon it by this Article.

#### **4.8 Equipment Use After Regular School Hours**

Audio-visual equipment and computers shall be available for school-related use by employees in the attendance centers after the end of the regular school day in the following manner. During the regular school week, employees will make arrangements in advance with media supervisors to use equipment in the evenings in the attendance centers. For weekend use of equipment in attendance centers, the employees shall, in advance, make arrangements with the attendance center principals and/or the media supervisors to use the equipment. For use of the equipment at home by any employee, the employee shall, in advance, make arrangements with the attendance center principals who shall obtain authorization from the Superintendent before the equipment is removed from the attendance centers. The employees shall be absolutely liable for any damage to the equipment, which the employee has removed from the attendance center and will reimburse the District for the cost of repair or replacement.

#### **4.9 Public Information**

The Board agrees to make available to the Association, without cost, an agenda, and copy of the approved minutes of any information furnished to the general public for all Board meetings. The Board also agrees to make available to the Association, without cost and in response to a written request, the annual audit, the tentative budget and other financial data which is prepared in the usual course of business, reviewed in public and legally permitted to be disclosed. The Board shall not be required to research or assemble information not already compiled or provide analysis thereof.

#### **4.10 Association Input on Board Policies**

Except in an emergency where immediate Board action is required, the Association shall be allowed to provide written input to the Board on proposed policies prior to formal adoption.

#### **4.11 New Employees**

Upon request, the names and addresses of newly hired teachers and educational service personnel shall be provided to the Association within fourteen (14) days after their employment.

#### **4.12 Use of School Facilities**

- A.** Authorized representatives of the Association have the right to use the school facility and copy machines, ditto machines, typewriters, computers, excluding office computers, and projectors for meetings in accordance with Board policy, to use the designated bulletin board to post non-editorial informational notices in accordance with the Board policy, to use the regular in-service mail service for communications to teachers, and to transact official Association business on school property in an area and at a time not part of the official workday and as approved by the Administration.
- B.** The Association shall be liable for any damage as the result of the negligent use of the equipment which is used as provided herein and will reimburse the District for the cost of repair or replacement.
- C.** Association members will not be allowed to use school equipment in actions that are counter productive to the Board's directions and actions.

#### **4.13 Employee Association Leave**

The Association President or his/her designee shall be granted release time, without loss of salary, for four (4) school days to attend NEA/IEA conferences or conventions. No more than two (2) consecutive days may be used for this purpose. The Association shall pay the cost of substitutes for each day in accordance with this paragraph.

The Association President or his/her designee shall notify the Superintendent or his designee at least three (3) days prior to the requested leave of the use and purpose of the leave. Appropriate lesson plans or assignment instruction, to cover the days requested, shall be left in accordance to employee assignment.

#### **4.14 Employee/Association Right**

The officers of PEA and the Administration shall meet (as requested by either party) to discuss common concerns. The party requesting the meeting will propose items one week prior to the meeting.

## **ARTICLE V**

### **BOARD RIGHTS**

- 5.1 The parties agree and acknowledge that the Board retains and reserves unto itself all powers and duties conferred upon it and invested in it by the statutes of the State of Illinois, except as limited by the express terms of this Agreement.

## ARTICLE VI

### WORKING CONDITIONS

#### 6.1 School Day - Teachers

All teachers are required to be on duty at 8:00 a.m. and remain on duty each day until 3:30 p.m. except for those days where the students are dismissed early - in these instances, teachers will stay one half-hour after student dismissal, except 15 minutes on the last day before Thanksgiving, Winter and Spring Break or unless authorized by the principal to leave earlier due to special circumstances. Teachers may be required by the Administration to extend the day at the beginning or the end for special purposes such as faculty meetings, committee meetings, parent-teacher conferences, staff development activities or other special needs as determined by the Superintendent/designee or the Board. Except in an emergency, the Superintendent or his designee shall notify teachers 24 hours in advance of such extension(s).

#### 6.1A Overtime - Teachers

Permanent members of the Problem Solving Team in each building shall be paid an hourly rate of \$19.00. An additional \$600.00 will be allocated to each building each year for distribution to other staff members who meet with the permanent Problem Solving Team in a manner to be determined by the staff and building principal. These payments will be distributed to designated teachers in June of each year.

#### 6.2 School Day - Educational Service Personnel

All assistants are required to be on duty at 8:00 a.m. and remain on duty each day until 3:30 p.m. except for those days where the students are dismissed early. In these instances, assistants stay one half-hour after students are dismissed, except 15 minutes on the last day before Thanksgiving, Winter and Spring Breaks, or unless authorized by the principal to leave early due to special circumstances. The specific length of the school day generally and at each school is reserved to the Administration and the Board. One 15-minute break will be allotted to each assistant each full day of school, as approved by the immediate supervisor and administration. Cooks, custodians, school nurses and secretaries shall have a workday as per Appendix D.

Employees may be required by the Administration to extend the day at the beginning or the end for special purposes or needs as determined by the Administration or the Board and will be paid in accordance with Article 6.10. Except in an emergency, the Superintendent or his designee shall notify educational service personnel employees 24 hours in advance of such extension(s).

## **6.2A Educational Service Personnel - Temporary Employees**

A temporary employee is defined as: a one-on-one aide employed for not more than thirty (30) cumulative days. The 30 days is specific to each individual position. All temporary employees will be paid on a time sheet basis rather than on a contractual basis. The salary of a temporary employee will be prorated from Appendix B-1 and it will be subject to the attendance of the assigned student.

After 30 days, a temporary employee will be considered full time. Seniority rights will be based on the first day of contractual employment.

## **6.3 Work Year - Educational Service Personnel**

Unless employed on a part-time or irregular basis, or unless other arrangements are made, the length of the employment year shall be nine (9) months for assistants, nurses and cooks, ten (10) months for secretaries, and twelve (12) months for custodians. Assistants shall work the same days as certified staff. The work year for Food Service employees shall consist of all cafeteria lunch serving days and two (2) work days with the approval of the superintendent. The two working days will not exceed 2 calendar days of no less than three hours nor more than eight (8). One 15-minute break and one-half hour duty free lunch will be allotted. On non-lunch serving days, where only breakfast is served, the cooks who serve the breakfast shift will be given first priority and first offer to work. If the breakfast worker does not fill the position, other cooks will be asked to fill this job before a sub is called. Secretaries shall commence work ten (10) working days prior to reporting date for certified staff, shall work the same days as certified staff, and shall work ten working days following the final work day of certified staff. On approval from school principal and/or superintendent, secretaries may agree on the time frame of the ten days before and after the beginning/ending of the school year. Custodians shall work the entire year except for Board designated holidays, Memorial Day, and July 4, and specifically shall work during the winter and spring breaks when school is not in session. Custodians will work an eight-hour shift with one-hour lunch and two (2) fifteen-minute breaks with flexible starting and ending times agreed on by building principal and custodian. Custodians shall be entitled to a two-week, non-cumulative vacation at times approved by their immediate supervisor and Superintendent. At the completion of ten (10) years of employment in the district, a third week shall be granted. With the completion of 20 years, a fourth week of vacation shall be granted. Full-time custodians employed for less than a full fiscal year shall be entitled to vacation days on a pro-rated basis of one vacation day per 25 days worked.

## 6.4 Class Size

- A. The Board of Education and Administration, recognizing that the pupil/teacher ratio is an important aspect of an educational program, will make a reasonable attempt to establish class sizes, which do not exceed the following levels:

K-3	24 pupils
4-5	27 pupils
6-8	29 pupils

The size of special education classes shall be as prescribed by State and Federal rules and regulations.

- B. Every reasonable effort shall be made at the beginning of the school year to balance grade levels throughout the district, provided, however, the Board reserves the right to place students in a neighborhood school based upon the proximity of the neighborhood school to the student's home. If a new student moves into the district, that student may be placed in the attendance center with the smaller class size.
- C. The size of special education classes shall be as prescribed by State and Federal rules and regulations. In the event that any special education student is "mainstreamed" into a regular classroom for one-half of a school day or more, the class size levels set forth above in that class will, to the extent possible as determined by the Board of Education and the Administration, be reduced by one student for each student "mainstreamed" into the class. This reduction of class size because of "mainstreaming" will apply only at the beginning of the school year and not to any "mainstreaming" of special education students, which may occur after the beginning of the school year.
- D. The size of music, physical education, art, seventh and eighth grade classes, and certain other classes, as determined by the Superintendent or designee, may rise above the optimum levels suggested in Paragraph 6.4A. If a situation arises where class size levels in all sections of a grade level mentioned in Paragraph 6.4A are at a maximum, the Board agrees to consider the possibility of hiring a teacher assistant to assist the teacher in any such classroom so affected. The determination as to whether to hire an assistant or follow some other procedure is to be in the sole discretion of the Board.

## 6.5 Unsafe or Hazardous Working Conditions

- A. 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.

All school buildings and grounds shall be tobacco -free at all times.

B. No Association member, except for certified school nurses and non-certificated registered professional nurses, shall be required to perform medical procedures to any student in the district, if this requirement violates Illinois State Law or the Illinois School Code. This section shall not prohibit any school district employee from providing emergency assistance to students.

## 6.6 Student Discipline

District Employees shall enforce student discipline as interpreted by and in accordance with the policies and procedures of the Board and Administration. The Employer shall support Employees in matters relating to reasonable student discipline.

Assaults on Employees shall be regarded by the District Administration as matters of grave concern. The Employer recognizes the lawful right of an Employee to protect him/herself or a student in a case of an unavoidable physical assault. If the State's Attorney decides to prosecute said person, the employee shall be released from his/her assigned duties while testifying without loss of salary or benefits.

Continually disruptive students shall be:

1. Recommended to building Problem Solving Team.
2. Problem Solving Team may or may not recommend further action through building administration.
3. Building administrator will notify parents/guardian that continued disruptive behavior may result in:
  - a. Suspension
  - b. Recommendation to Board for expulsion or other action.

## 6.7 Lunch Period

All personnel shall be entitled to a duty-free uninterrupted lunch period equal to the regular school lunch period but not less than 30 minutes in each school day unless emergency or regular duties require otherwise. In the event that the regular duties of the staff member does not permit a duty-free, uninterrupted lunch period, then the staff member will receive 3% of the base salary for 2011-12 for each 20 minute module of duty performed during his/her lunch period and will also receive an amount equal to the cost of the adult yearly lunch ticket for his/her lunch eaten while supervising children unless the Board supplies the food.

## 6.8 Holidays - Educational Service Personnel

- A. Teacher assistants, cooks, and secretaries shall have the same holidays as the certified staff, unless employed on a part-time or irregular basis or unless other arrangements are made.

- B. Custodians shall have the following holidays: New Year's Day; Dr. Martin Luther King Jr. Day; President's Day; Casimir Pulaski's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day, Thanksgiving and the day after; Christmas and possibly the day before or after according to the following schedule:

Sunday - December 25<sup>th</sup> and December 26<sup>th</sup>  
Monday - December 25<sup>th</sup> only  
Tuesday - December 24<sup>th</sup> and December 25<sup>th</sup>  
Wednesday - December 24<sup>th</sup> and December 25<sup>th</sup>  
Thursday - December 25<sup>th</sup> and December 26<sup>th</sup>  
Friday - December 24<sup>th</sup> and December 25<sup>th</sup>  
Saturday - December 24<sup>th</sup> and December 25<sup>th</sup>

When any of the above holidays fall on a weekend, the Monday following will be granted as a holiday providing that school is not in session. In the event any of the above holidays are waived and school is in session, custodians shall be in attendance. In exchange, custodians will be given a floating holiday to be selected by the employee, subject to the approval of the administration.

#### **6.9 Facility Closure - Educational Service Personnel**

If a facility is closed because of emergency, crisis, or acts of God for more than five (5) working days, employees will be entitled to be paid the equivalent of five (5) working days after the facility is closed and thereafter, the employees will not be paid for as long as the facility remains closed.

#### **6.10 Overtime - Educational Service Personnel**

All cooks and other food service employees, secretaries, custodians, assistants, registered nurses and licensed practical nurses may, in the discretion of the Administration or the Board, be required to work overtime in emergency situations. All overtime will be rounded to the nearest quarter hour at the end of each pay period and paid in the next pay period. Employees who regularly work thirty-seven and one-half hour (37½) or more hours per week will be compensated at the rate of one and one-half times the regular hourly rate for all work beyond the regular number of hours worked per week. Employees who regularly work less than thirty-seven and one-half (37½) hours per week receive their regular hourly rate for all work beyond the regular number of hours worked per week. An exception to this rule applicable to full-time custodians only will be for work performed after 11:00 p.m. on Friday until the beginning of the normal work day on the following Monday. This rate shall be two times the regular hourly rate.

#### **6.11 Call Time – Educational Service Personnel**

Any employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of two hours at the appropriate rate of pay.

## **6.12 Probationary Period - Educational Service Personnel**

Employees shall be employed on a probationary basis until successful completion of two (2) years of continuous employment. Based upon the recommendation of the employee's immediate administrator, the probationary period may be extended additional ninety (90) working days. Upon successful completion of the probationary period, the employee will be entitled to seniority retroactive to his/her initial hire date. Probationary employees are subject to immediate termination for any reason and are not covered by Section 4.5 of the Agreement. The employee may be discharged without notice, without a hearing, and without recourse to the grievance procedure set forth in Article XI of the Agreement.

## **6.13 Compensatory Time**

Overtime shall not be reimbursed in the form of Compensatory Time for any district employee.

## **6.14 Planning Time for Full-Time Special Education Teachers**

Every reasonable effort will be made by administrators and special education teachers to provide a minimum of 150 minutes of planning time during a full week (5 days) of school for full-time special education teachers. Special education teachers will receive the equivalent of two (2) full days of release time each school year for Federal and state mandated paper work.

## **6.15 Travel Time**

Travel time shall not be part of preparation time or lunch time.

## **6.16 Job Descriptions/Collective Bargaining Agreement**

Official job descriptions and Collective Bargaining Agreements will be maintained and distributed by the District Office. All new employees shall be given a copy of their respective job description and a copy of the Collective Bargaining Agreement on their first day of employment.

## ARTICLE VII

### LEAVES

#### 7.1 Sick Leave

At the beginning of each work year, each employee shall be credited with the following number of days of sick leave as the employee's normal annual allotment:

Years in District	Sick leave days (except 12-month employees)	Sick leave days (12-month employees)
0-14	10	12
15-19	12	13
20+	14	15

Unused sick leave shall accumulate to a total of three-hundred fifty (350) days, including the leave of the current year. 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, brothers, sisters, children, sons-in-law, daughters-in-law, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. The Board or Administration may require a physician's certificate as a basis for proof of illness or fitness to perform assigned duties.

The Board or Administration may require employees to submit to a medical examination by a physician chosen by the Board or Administration in order to verify or assist in the ascertainment of the employee's ability to perform his or her duties. The cost of this medical examination shall be paid by the Board.

#### 7.2 Sick Leave Bank

The Sick Leave Bank is a voluntary bank of employee sick leave days administered by a joint committee of the Association and the District, which shall be used only by participating employees. All employees, including administrators are eligible to participate in the Sick Leave Bank. Each participating Employee shall donate one day to establish the Bank. Unused days in the Sick Leave Bank will accumulate to the following year.

Monthly reports on the status of the Sick Leave Bank, including number of days remaining, will be provided to the Association and the District by the Sick Leave Bank committee. In the event of depletion of the Sick Leave Bank, all

participating Employees will be given the opportunity to donate one more day to the bank.

1. Each newly hired employee is automatically a member of the Bank for his/her first year without donation of a sick day. After the first year, to remain a member of the Bank, the Employee must donate one day. Any employee may donate one day to the Bank and become a member only at the beginning of any school year.
2. Procedure for Use of Sick Leave Bank  
Use of the Sick Leave Bank shall be for Employee's personal illness and/or the illness of a spouse or child. Any Employee who is a member of the Sick Leave Bank shall be entitled to draw from the Bank provided the following conditions are met.
  - a. The Employee has used all his/her personal accumulated sick days and personal days.
  - b. The Employee shall produce a doctor's certificate as proof of need.
  - c. The Employee must be absent more than three (3) consecutive days with the same illness. These first three days are not reimbursed from the Sick Leave Bank until the Employee has used ten (10) days. Then the first three days will be granted as sick leave from the Sick Leave Bank.
  - d. An Employee may use a maximum of twenty (20) days per year.
  - e. Maximum cost to district will be one-hundred (100) days in any one year.
  - f. Any Employee eligible for disability benefits from Worker's Compensation shall as a condition of withdrawing days from the Sick Leave Bank, show proof to the Sick Leave Committee that said Employee has applied for benefits from Worker's Compensation. The Bank will supplement the difference between the net value of the disability benefits paid by Worker's Compensation and the net value of the Employee's salary for the number of days used, less amount withheld for income taxes.
3. Governing Committee

The Sick Leave Bank governing committee shall consist of the District bookkeeper and the President of PEA or his/her designee.

### 7.3 Personal Leave

In addition to sick leave, employees shall be allowed three (3) personal days in each school year with pay, provided the Superintendent's advance approval is obtained, in which case a request for same shall be given to the Superintendent at least two (2) working days prior to the leave date being requested. Personal days will be used as the equivalent of a normal work day specific to each individual employee. The employee will not be required to give reasons for the request to be absent. Employees who have worked less than one (1) full year shall be entitled to personal leave on a pro-rated basis at a ratio of one (1)

personal leave day for every three (3) full months of employment, starting on the first day of employment.

Personal days may be used in the event of adverse weather conditions, or other unforeseeable reasons, in which case notice of same shall be given as soon as possible to the Superintendent.

Unused personal days at the end of the school year shall be added to accumulated sick leave at a ratio of two (2) sick leave days for one (1) unused personal day. Certified teachers that submit an irrevocable letter of retirement to the district will not be eligible to receive the two sick leave days for one unused personal day conversion. Instead, they will receive (1) sick leave day for each unused personal day.

Personal days shall be granted to no more than twelve (12) employees on any given day, excluding cooks and custodians.

#### **7.4 Bereavement Leave**

##### **A. Death of Family**

Employees may use up to two (2) days, per incident, for leave connected with the death in the immediate family for such reasons as executing an estate, arranging burial, funeral rites, funeral attendance, travel, selling a descendant's property, etc. These days are not deducted from the employee's sick leave and do not accumulate.

##### **B. Death Other Than Immediate Family**

In addition to the persons named in paragraph 7.1, an employee may use personal and/or sick leave days to attend the funeral of a friend or relative. If the funeral is out of town, consideration will be given for traveling time. Sick leave days or personal days shall be used for this purpose. No more than twelve (12) employees may be absent at any one time.

#### **7.5 Jury Duty and Subpoenaed Court Appearance**

The Board shall pay the full salary to employees called to jury duty or subpoenaed to testify in a school-related matter. The employee shall remit to the Board any monies received for service other than transportation or meal allowances.

If an employee is subpoenaed to testify on a matter not related to school, the employee's salary will be reduced by a sum equal to the salary paid for a substitute.

## 7.6 Maternity Leave

- A. An employee who becomes pregnant shall advise the superintendent or his designee of her pregnancy no later than the fifth month of pregnancy or upon ascertainment of such condition, whichever shall be later, and shall supply a written statement from her physician indicating the anticipated date of delivery and that in the physician's opinion the employee will continue her current job assignment during her pregnancy. From time to time, the superintendent may require the employee to furnish statements from the physician indicating her continued ability to perform her current job assignment.
- B. An employee who is pregnant shall continue in the performance of her duties until she is unable to do so, which condition she shall verify by the submission of medical evidence, and which is subject to further verification as hereinafter described. Upon becoming disabled, an employee who is pregnant and is unable to continue the performance of her duties, shall be entitled to paid sick leave for the period of disability, to the extent she has accumulated the same and, for this purpose, an employee shall be deemed disabled for a period of forty-two (42) calendar days after delivery. Although not required, an employee after delivery is encouraged to return to her duties whenever during the forty-two (42) calendar days after the birth of the child unless she continues to be disabled, which condition she shall verify by the submission of medical evidence, and which is subject to further verification as hereinafter described. The Board and Administration reserve the right to require an employee to take sick leave, or unpaid leave if sick leave is fully utilized, when there is an inability to effectively and completely perform all duties as determined by the Board and Administration.
- C. As an alternative to the above procedure of working until onset of disability and when requested by an employee, the Board may, and in its absolute discretion, grant a specified unpaid leave of absence to an employee, in which case paid sick leave shall not be applicable to the period covered by the leave granted by the Board. The onset of disability before delivery cannot be anticipated and therefore sick leave cannot be granted for future use.
- D. In addition, when requested by an employee, the Board may, and in its absolute discretion, grant a specified unpaid leave of absence to an employee commencing forty-two (42) calendar days after the birth of the child, in which case paid sick leave shall not be applicable to the period covered by the leave granted by the Board.

- E. The Board or Administration may require an employee to submit to a medical examination by a physician chosen by the Board or Administration in order to verify or assist in the ascertainment of the employee's ability to perform her duties. The cost of this medical examination shall be paid by the Board.

## **7.7 Educational and Other Leaves - Teachers**

At the sole discretion of the Board, a teacher may be granted a leave of absence without pay for a period of time not to exceed one (1) school year. The granting of leave in one instance shall not constitute a precedent for any other application. All leave applications will be in writing, in sufficient detail to describe the nature of the desired leave and submitted in advance to the Superintendent or designee. The employee shall be allowed to continue participation in the group health insurance program at his/her expense provided it is acceptable to the carrier. If said leave is for the purpose of further education, upon return from leave, an employee shall be placed at the same position of the salary schedule, as he/she would have been had he/she worked in the district during such period. The granting of such leave will in no way interrupt seniority and rights provided for in the Illinois School Code, but seniority shall not accrue during such leaves.

## **7.8 Temporary Illness/Disability Leave**

- A. Personnel may be granted a temporary disability leave of absence to be in compliance with the Family Medical Leave Act due to temporary illness or disability. Such leave shall be with pay for any days that accumulated sick leave is available; otherwise, such leave shall be unpaid. It is understood that any work-related injury or illness, which is disabling may be covered by the Illinois Workers' Compensation Act. Disability shall be defined as the employee's inability, by reason of any medically determinable physical or mental impairment due to injury or illness, to perform the duties of his or her position. Within thirty (30) days of the onset of the disability, application for a leave of absence because of medical disability will be made in writing with supporting physicians' statements to the Board. Upon granting the leave of absence, the Board shall specify the length of the leave of absence and determine the date upon which the employee must return to work and notify the employee of the length of the leave of absence and the return-to-work date by first-class mail sent to the employee's current address. If all accumulated sick leave has been used, the employee shall be allowed to continue the group insurance at his or her own expense if the carrier permits.
- B. The Board or Administration may require an employee to submit to a medical examination by a physician chosen by the Board or Administration in order to verify or assist in the ascertainment of the employee's ability to perform his/her duties. The cost of the medical examination shall be paid by the Board. In the event that the employee does not return to his/her employment at the end of a leave of absence, then his/her employment

shall automatically be terminated without any further action on the part of the Board.

#### **7.9 Other Leaves - Educational Service Personnel**

At the sole discretion of the Board, an employee may be granted a leave of absence without pay. The granting of leave in one instance shall not constitute a precedent for any other application. All leave applications shall be submitted in writing, in advance to the Superintendent or designee, with sufficient detail to describe the nature of the desired leave. The employee shall be allowed to continue participation in the group health insurance program at his/her expense provided it is acceptable to the carrier. Medical leaves are excluded since they are provided for in Paragraph 7.7.

#### **7.10 Notification of Sick/Personal Leave Days**

The employer shall furnish each employee with a written statement within thirty (30) days of the beginning of each employee work year indicating his/her total sick leave credit and personal leave credit.

#### **7.11 Weather Related Emergency/Unforeseeable Emergency**

An employee shall be allowed two (2) weather related emergency leave days if he/she cannot attend school due to adverse weather conditions or in the event of an unforeseeable emergency. The employee may request the use of a personal leave day, or to have the employee's salary reduced by a sum equal to the salary paid for a substitute. The employee shall advise the superintendent or designee as soon as possible of the emergency and also specify whether a personal leave day or emergency leave day is being used. In the event of an Institute Day, the same language applies.

#### **7.12 Additional Leave Days**

Upon prior approval of the Superintendent, any employee whose absence is not covered by other leave day provisions of this Agreement shall have his or her set pay reduced by 1/185<sup>th</sup> of their salary for each day of approved absence.

#### **7.13 Other Absences**

It is understood that occasionally an employee must leave during the last period of the day and /or after the students are dismissed but before the end of the workday for a Doctor, Dental, or Other Professional Appointment. An employee must receive prior approval from their building principal or their immediate supervisor for this absence.

## ARTICLE VIII

### EVALUATION

#### 8.1 Teachers Evaluation Procedures

The Pontiac District #429 Board of Education believes the five major goal areas of the evaluation process are as follows:

1. Supports effective teaching.
2. Provides for the improvement of instruction.
3. Supports district policies and code of ethics.
4. Provides a basis for employment decisions.
5. Supports professional development and growth opportunities.

Evaluation Procedures shall include:

1. All non-tenured teachers shall be formally evaluated at least twice each school term. Evaluations will be made no less than every other year for each tenured teacher. All District evaluators shall comply with the qualification requirements of the statute for evaluation for teachers.
2. Within four (4) weeks after the beginning of each school term, the Superintendent or designee shall apprise each teacher of the evaluation procedures and forms.
3. The evaluator(s) complete the classroom observation by November 1<sup>st</sup> and March 1<sup>st</sup> for non-tenured teachers and by April 1<sup>st</sup> for tenured teachers.
4. Each formal evaluation shall be preceded by an in-class observation of no less than one thirty (30) minute observation period of the teacher's performance.
  - A. Within ten (10) school days following the observation, the evaluator shall have a meeting with the teacher. The evaluator shall provide the teacher with a written summary of the evaluation. A copy shall be given to the teacher, and the teacher shall acknowledge the file copy, which will then be placed in his/her personnel file.
  - B. The teacher shall have the right to attach an explanation or statement with respect to any material contained in his/her evaluation and to have such made a part of his/her personnel file within five (5) workdays of receiving the evaluation.
  - C. At the beginning of the school year, each staff member will set goals for self-improvement. The purpose of the goal setting process is to improve teacher performance by establishing teacher initiated objectives and areas for improvement.
  - D. The evaluator may recommend objectives and areas of improvement when deemed necessary.

5. The evaluator shall seek to provide the teacher with assistance in improving the quality of teaching and to eliminate the deficiencies noted in the evaluation.
6. The Board of Education agrees to implement the requirements of 24A-5 of the Illinois School Code and the rules and regulations promulgated by the State Board of Education with regard to teacher evaluation, remediation and deficiencies and dismissal.
7. The Association agrees that evaluative comments resulting from classroom observations(s) are not grievable.
8. Staff members and evaluators recognize this formal evaluation will encompass areas of performance in addition to the observed 30 minute in-class observation period.

### Performance Rating Scale

Three ratings will be utilized for this evaluation: Excellent, Satisfactory and Unsatisfactory.

### Remediation Activities

As previously mentioned, provision is made on the Teacher Evaluation Form for identification of those areas needing remediation and/or improvement. The remediation called for generally reflects those traits rated unsatisfactory or problematic within the main body of the evaluation report.

When a teacher is rated unsatisfactory and the related deficiencies are considered remedial, within 30 days of the evaluation, a remediation plan designed to correct these deficiencies shall be developed and instituted. The evaluatee, a qualified evaluator and a consulting teacher will participate in the remediation process. Utilization of consulting teachers will be governed by the following procedures in Section 8.2.

## **8.2 Consulting Teachers**

1. The Association may submit a list of teachers who qualify to be a Consulting Teacher. The Board of Education and/or their designee(s) shall select from this list, the Consulting Teacher to work with the teacher on remediation. The Consulting Teacher so chosen shall be notified in writing and such written notice shall specifically state that acceptance is voluntary. When a Consulting Teacher is not available in the School District, the State Board of Education shall be requested to provide one. This Consulting Teacher shall be governed by all relevant parts of the School District's agreement with the Association.
2. Consulting Teachers shall be given released time as mutually agreed upon by the teacher and administration in order to perform their role as a Consulting Teacher. Consulting Teachers shall suffer no loss of planning or lunchtime. In addition, they shall be provided clerical assistance when available if necessary in performing their function as a Consulting Teacher.

3. The Administrator shall provide each Consulting Teacher with information regarding roles and responsibilities of a consulting teacher.
4. The Board of Education shall indemnify and hold harmless the Consulting Teacher for any written or oral statement made in the course of performing his/her duties as a Consulting Teacher.
5. Periodic meetings shall be held between the Consulting Teacher and the evaluator. Consulting Teachers shall not be required to make evaluative judgments about the teacher under remediation. At these meetings, the Consulting Teacher shall advise the evaluator(s) of the specific advice and/or written materials given or recommended to be used by the unsatisfactory teacher to remediate deficiencies set forth in the remediation plan.

### **REPORTING THE RESULTS**

Results of the annual evaluations of all certified teachers are reported as follows: building Administrators furnish the Superintendent copies of all completed building employee evaluations. The Superintendent, after reviewing all building level evaluations, meets with the principals to review and discuss any related concerns and/or necessary actions.

### **8.3 Educational Service Personnel – Evaluation Procedures**

- A. Purpose of Evaluations  
The primary purpose of Employee evaluations shall be the improvement of employment skills and all evaluations shall be conducted in accordance with the provisions of the Agreement.
- B. Notification of Evaluation Process  
Within two (2) weeks after employment, the immediate supervisor shall inform the Employee of the evaluation procedures, written standards, and instrument to be used as well as who will normally observe and evaluate his/her performance. No formal evaluation shall take place until this orientation has taken place.
- C. Full Knowledge of Observations  
All observations of the work of each Employee shall be with the full knowledge of the Employee.
- D. Evaluation Process
  1. A Probationary Employee shall be evaluated at least twice a year during the probationary period. At least thirty (30) working days shall pass before the first evaluation takes place, unless warranted by the employee's performance.

2. Evaluations will be made no less than every other year for each non-probationary Employee.
3. Each evaluation shall be conducted with on-the-job site attendance by the evaluator. In the case of Assistants, their supervisory teacher will have input.
4. All evaluations shall be reduced to writing. The Employee and the supervisor shall mutually agree to a conference to discuss the evaluation. A copy of the evaluation shall be made available to the employee. If the Employee disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation within five (5) workdays of receiving the evaluation.

## **ARTICLE IX**

### **PROFESSIONAL ADVANCEMENT AND TUITION REIMBURSEMENT**

#### **9.1 Professional Advancement**

Employees will be encouraged to continue their education. The Board agrees to reimburse the employee up to one hundred twenty-five (\$125.00) per hour on non-reimbursable program costs not to exceed fifteen (15) hours a year. Credit for advancement on the salary schedule will be granted for courses that are successfully completed with a "B" or better grade.

The courses shall relate to the area or subject matter taught by the teacher, computer education and/or additional State of Illinois teaching certificates that will make teachers eligible for additional classroom and/or support service assignments. If the employee's request is denied, he/she would have the right to bring the request to the Board for the Board's review and decision.

#### **9.2 Tuition Waivers**

A tuition voucher shall be the property of the teacher who earns it. The District shall not use such vouchers to fulfill its obligation as listed in Article 9.1.

#### **9.3 Additional Professional Advancement**

Employees who have received the National Board Certification, PhD's, or EdE's, while achieved at District #429, will receive a one-time award of \$500.00.

## ARTICLE X

### VACANCIES, PROMOTIONS AND TRANSFERS

#### 10.1 Vacancy Defined

- A. A “vacancy” occurs whenever an existing or newly created bargaining unit position cannot be filled by the transfer, recall or reassignment of current employees including, but not limited to the following:
1. Employees returning from leave of absence to the vacated position;
  2. Employees recalled by seniority from layoff;
  3. Employees transferred within the District upon Administrative recommendation;
  4. Employees who have been involuntarily transferred and are in “involuntary transfer pool” as defined in 10.5C.
- B. An annual survey of current Employees will be taken to determine if they have an interest in changing buildings or class. This will be taken under consideration when making moves within the District.

#### 10.2 Posting and Notification

- A. All bargaining unit positions, new or existing, will be posted in both the District Office and in each building within five (5) days after a vacancy occurs. Whenever possible, it will remain posted for a minimum of ten (10) working days before a vacancy is filled.
- In the summer months the PEA President or designee will be notified of all vacancies. Vacancies will also be posted outside the District Office.
- B. Notice of position shall include a job description, job classification, and statement of minimum qualifications, start date, hours, and a salary range.

#### 10.3 Applications

- A. Interested Bargaining Unit Members may apply in writing to the Superintendent or his designee during the posting period. Employees with specific interest in possible vacancies will notify the Superintendent of such interest, in writing prior to the last schoolwork day and will include a summer address. When a position is filled, all applicants will be notified.
- B. An employee shall be considered qualified for a vacancy based on certification. In the case of ESP employees, the employee shall be considered qualified based on educational requirements as stated in job description.

- C. The Board and Association recognize the importance of extra-curricular activities of the students of District 429. It is also recognized that regularly employed staff are best suited to sponsor or coach these activities. If qualified and approved by the Administration and Board, any extra-curricular positions shall be filled from within the bargaining unit. In the event no qualified district employee desires an extra-curricular position, outside personnel may be considered.

#### 10.4 Voluntary Transfer

- A. In filling vacancies, within the bargaining unit, the District accepts the principle of district seniority other factors being substantially equal.
- B. Any teacher presently on tenure or eligible for continuing contractual status in the coming school year may apply for transfer to another position or building. Such application shall be in writing and submitted to the Superintendent. When filling any such position, it is acknowledged that the Superintendent has a responsibility to evaluate qualifications and to make final judgments; however, the interests, aspirations, and district seniority of the teacher shall be considered, as well as the needs of the district.

#### 10.5 Involuntary Transfer

- A. The involuntary transfer of employees may become necessary due to pupil distribution, instructional requirements and/or other reasons.

The Board recognizes that employee assignments and determination of transfer are an integral part of the Board's and Administration's responsibility of directing the district. The staff is encouraged to make known to their immediate supervisors and the Superintendent their wishes in connection with assignment and transfers and in general, where appropriate, their overall career objectives. The administration and/or immediate supervisor are charged by the Board with taking into consideration in making assignments and transfers the wishes of the particular staff member that have been made known to them, length of service and ability to perform required tasks. The administration recommendation(s) is subject to Board approval based upon the needs of the district.

Upon request, any employee involuntarily transferred shall be released from his/her contract as soon as a suitable replacement can be employed. In no event shall such employee be held to his/her contract more than ninety (90) calendar days after the effective date of such transfer.

B. Procedures

When it is necessary to reassign employees, volunteers and seniority shall be considered.

C. Rights of Involuntarily Transferred Teachers

A bargaining unit member who is involuntarily transferred may request first consideration for desired openings that occur by requesting placement on the "involuntary transfer pool" list.

**10.6 Notification of Employment - Educational Service Personnel**

Each employee is to be given written notice of his or her continued employment or non-employment for the forthcoming year not later than sixty (60) days prior to the end of the current school term. The notice of continued employment will state the employment is for a full-time or part-time position and the general category of the position such as custodian, secretary, cook, licensed practical nurse, registered nurse or assistant.

**10.7 Seniority**

A. Definition of Seniority

1. A non-tenured certified employee shall not acquire seniority in the district until he/she achieves tenure.
2. Upon the acquisition of tenure, seniority shall accrue according to the length of the employee's continuing service (within the bargaining unit) starting from the first day on which duties are performed (part-time will be counted pro-rated).
3. For non-certified employees, seniority shall accrue according to the length of the employee's continuing service (within the bargaining unit) starting from the first day on which duties are performed (part-time will be counted pro-rated).

B. Maintaining and Posting of Seniority Lists

The Employer shall prepare, maintain and post the seniority list. The seniority list shall be prepared and posted conspicuously in all buildings of the district by February first (1) of each year. The employer will maintain a seniority list for each classification category. Each employee shall have until February 15<sup>th</sup> or the first school day thereafter to file written objections regarding the seniority list to the Administration. A final seniority list will be posted on or before March 1. (Any employee, who fails to so notify the Administration by February 15, waives the right to challenge his/her placement on the list.)

A copy of the seniority list and subsequent revisions shall be furnished to the Association.

- C. Seniority Retention  
Seniority is retained but shall not accrue during the following:
  - a. Unpaid leave of absence
  - b. Unpaid sick leave
  
- D. Loss of Seniority  
Accrued Seniority shall be forfeited upon occurrence of the following events:
  - a. Resignation
  - b. Dismissal for cause
  - c. Retirement
  - d. Expiration of the recall period after reduction in force
  
- E. Breaking of Ties - Certified  
In the event district seniority is equal between certified employees, the procedures listed will be used in the following order.
  - a. Previous accredited experience inside Illinois.
  - b. Approved horizontal placement on the salary schedule.
  - c. Based on the date of employment, then the order listed on the personnel report determined by the lowest number of the last four digits of the employee's social security number effective with the beginning of the 2005-08 contract. The employee with the lowest number shall have more seniority than employees with higher numbers.
  
- F. Breaking of Ties - Non-Certified  
In the event district seniority is equal between non-certified employees in the same category of position, it will be based on the date of employment, and determined by the lowest number of the last four digits of the employee's social security number effective with the beginning of the 2005-08 contract. The employee with the lowest number shall have more seniority than employees with higher numbers.

## 10.8 Recall Rights

- A. Any employee who has been honorably dismissed due to reduction in force shall have recall rights as follows:
  - a. Recall rights shall be in effect from the date of termination through one (1) calendar year the beginning of the school term next following his/her dismissal according to The School Code.
  - b. Recalled Employees shall have the accumulated sick leave, salary schedule position, and seniority when they have been honorably dismissed.

- c. The Employer shall offer available positions to the most senior qualified Employee within the appropriate area of classification.

#### **10.9 Summer Positions**

- A. Summer positions shall be posted according to Article 10.2A.
- B. Bargaining Unit members holding certified summer school positions shall be paid at the rate of \$24.00 per hour.
- C. Summer positions shall be posted according to Article 10.2A. Bargaining unit members holding non-certified summer positions, including, but not limited to, assistants, cooks and custodians, shall be paid at \$14.00 per hour for the length of the contract. Custodians and assistants will be given priority and first offer of custodian and assistant positions. If no one from the bargaining unit applies for a position during the time the position is posted, then that position may be offered to otherwise qualified person outside the bargaining unit. Part-time employees within any category will be offered additional hours in that position.

#### **10.10 Employment of Substitute Teachers**

All attempts shall be made to employ a substitute teacher so that a teacher's assistant shall not be left alone with students in the classroom for ½ of the school day or longer.

#### **10.11 Subcontracting of Positions**

The Board and Association agree that no positions covered in this Agreement shall be subcontracted. The only exception to this is if the Board is unable to find suitable individuals to fill the positions of speech pathologists and psychologists. The Board may contract for services of fully qualified speech pathologists and fully qualified psychologists.

#### **10.12 Reduction In Force**

Reduction in Force (RIF) shall be implemented only in the event of financial constraints, reduced enrollment, staff realignment or discontinuance of some particular type of teaching service. Employer will follow the Illinois School Code.

## ARTICLE XI

### GRIEVANCE PROCEDURE

#### 11.1 Definitions

- A. A grievance is any claim by the Association or employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
- B. All time limits consist of school days, which are defined herein as teacher or employee employment day except during the summer when days shall be defined days when the school business office is open.
- C. At least one Association representative may be present at any meeting, hearing, appeal or other proceeding related to a grievance, which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievances adjusted without intervention of the Association, and the adjustment is not inconsistent with the terms of this Agreement.

#### 11.2 Subject Matter

Only one issue shall be dealt with in a grievance. A written grievance shall contain the name and position of the grievant, the specific section of the Agreement allegedly violated, a clear and concise statement of the grievance, the date of the incidence or violation took place, the relief sought and the signature of the grievant and date submitted.

#### 11.3 Procedure

- A. The parties hereto acknowledge that it is usually desirable for an employee and his/her immediate involved supervisor to resolve problems through free and informal communications using the Pre-Grievance Summary Sheet (Appendix E). When requested by the employee, the Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the employee or the Association, a grievance will be processed as follows:
- B. Level One: The filing of the grievance at this stage shall be not later than thirty (30) days following occurrence complained of as the basis for the grievance or within thirty (30) days of when the occurrence may be reasonably ascertained. The employee or the Association may present

the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within eight (8) days after receipt of the grievance. The Association's representative, the aggrieved employee and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the aggrieved employee and the Association within seven (7) days after the meeting. This answer shall include the reasons for the decision.

- C. Level Two: If the grievance is not resolved at Level One, then the Association and/or the employee shall refer the grievance to the superintendent or official designee within seven (7) days after receipt of the Level One answer. The superintendent shall arrange for a meeting to take place within eight (8) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent shall have seven (7) days in which to provide his/her written decision with reasons to the Association or employee.
- D. Level Three: If the grievant or Association is not satisfied with the decision at Level Two, the grievant or Association may submit a written appeal to the Board of Education. The Board shall take up the matter not later than the first regular meeting following the receipt of the appeal. At such meeting, in executive session, the grievant or Association shall have a right to include in its presentation such witnesses, counselors and documents as deemed necessary to develop the facts pertinent to the grievance. Within seven (7) days following the regular scheduled meeting at which the appeal is heard, the Board shall deliver its written decision to the employee or Association.

#### 11.4 Arbitration

If the Association is not satisfied with the disposition of the grievance at Level Three or the time limits expire without the issuance of the Board's written reply, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date for the Level Three answer, then the grievance shall be deemed withdrawn.

- A. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
- B. The arbitrator shall have no power to alter the terms of this Agreement.
- C. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.

- D. Each party shall bear the full costs for its representation in arbitration. The cost of the arbitrator and of the AAA shall be divided equally between the Board and the Association.
- E. If either party requests a transcript of the proceedings, the party shall bear the full costs of that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association as well as the cost of the copy of the transcript to be furnished the arbitrator.

#### 11.5 General Provisions

- A. If the Association and the superintendent agree, Level One of the grievance procedure may be by-passed and the grievance brought directly to Level Two.
- B. Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Level Two.
- C. When an employee is not represented by the Association, on its request the Association shall have the right to have its representative present to state its views at all formal stages of the grievance procedure.
- D. The Board and the administration shall cooperate with the Association in its investigation of any grievance and further, they shall furnish the Association with readily available information requested for the processing of any grievance.
- E. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal of any kind because of such participation.
- F. The failure of an employee or the Association to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- G. Should the procession of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
- H. Hearings and conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as possible, after regular school hours or during non-working time of personnel involved. When such hearings and conferences are held, at the option of administration during school hours, all teachers

whose presence is required shall be excused with pay for all such purposes.

- I. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- J. A grievance may be withdrawn at any level without establishing a precedent, but if withdrawn shall be treated as never having been filed.
- K. Both parties may have a recording secretary at any level of the grievance procedure.
- L. At the request of both parties, the expedited labor arbitration rules may be used instead of the voluntary arbitration rules.

## ARTICLE XII

### RESIGNATION BY EMPLOYEES

#### 12.1 Teachers

All contracts between the Board and its certified employees are entered into in good faith with the intent that the obligations stated or implied by the contract are to be met fully by both parties to the Agreement. Procedures for resignations, which will be effective at the close of a contractual period, are provided for in the Illinois School Code. Resignations by teachers during a contractual period not only cause undue hardship on the students, but also create additional concerns for the Board and necessitate the expenditure of funds in seeking a replacement.

When a resignation is initiated by any teacher during a contractual period in order to accept another teaching assignment, without the concurrence of the Board, the resigning teacher shall pay the School District four percent (4%) of the contract salary at the time of resignation as liquidated damages for breach of a contract of employment, and the Board may pursue such other remedies as are allowed by the Illinois School Code. Any such teacher initiated resignation will not be honored until a satisfactory replacement assumes the duty of the resigning teacher.

A teacher may resign at any time upon receiving the concurrence of the Board or by serving written notice upon the Secretary of the Board at least thirty days in advance of the effective day of the resignation, provided the teacher is not resigning in order to accept another teaching position.

#### 12.2 Educational Service Personnel

An employee may resign upon giving two weeks (ten (10) working days) written notice to the Superintendent or to the employee's immediate supervisor. A custodian who resigns or whose employment is terminated shall be entitled on a pro rated basis to compensation for unused vacation unless proper notice has not been given. If the full two weeks' written notice is not given, earned vacation time shall be compensated only in the same proportion as the amount of notice actually given.

## **ARTICLE XIII**

### **COMPENSATION AND FRINGE BENEFITS**

#### **13.1 Compensation Schedule – Teachers**

- A. The compensation schedule shall be set forth in Appendix A-1 (2011-12) which is attached to and incorporated in this Agreement.
- B. New certified employees will be given credit for previous teaching experience as follows:
  - First seven years - full credit
  - Up to thirteen additional years - one-half creditCredit for fractional years will be added together until a full year of experience is reached.
- C. A Registered Nurse (RN) with a 4-year degree will be paid on the certified compensation schedule, Appendix A-1. An RN with less than a 4-year degree will be paid on the non-certified salary schedule at the same rate as the licensed practical nurse assistant.

#### **13.2 Board Payment to Teachers' Retirement System**

From the salary described in the attached salary schedule, the Board shall pay the percentage required by TRS directly to the Teachers' Retirement System on behalf of each teacher as a Board-paid teacher retirement contribution. The purpose of such contribution shall be to shelter such payment from federal income tax consistent with tax rulings 414H (2), 81-35 and 81-36.

#### **13.3 Advancement on Salary Schedule**

In order for a teacher to advance a vertical step, he/she must work at least one hundred (100) days of the school year.

#### **13.4 Compensation Schedule - Educational Service Personnel**

The compensation schedule shall be as set forth in Appendix B (2011-12), which is attached to and incorporated in this Agreement.

#### **13.5 Payment Schedule and Options**

Each bargaining member shall be paid by direct payment or direct deposit to any local bank on the basis of either eighteen (18) equal payments (September - May) or twenty-four (24) equal payments (September - August) at the bargaining unit member's option. Bargaining unit members employed for more than nine months shall have comparable options. The bargaining unit member shall be paid in the manner indicated by that member at the beginning of the school year.

If a regular pay date during school term falls on a day when school is not in session, bargaining unit members shall receive their checks on the last working day prior thereto. During the summer, checks shall be mailed to reach bargaining unit members on the appropriate day.

Summer school teachers and/or assistants will receive payment within ten (10) days following the end of their summer school term.

### **13.6 Supplementary Jobs and Coaching Assignments**

The supplementary pay schedule (2011-12 school year) for supplementary jobs and coaching assignments are set forth in Appendix C which is attached to and incorporated to this Agreement.

- A. Supplemental pay shall be paid in two installments, one half in November, and the balance in May, unless the employee during the first five (5) school days of the school year, elects to have the supplemental pay added to his/her salary and paid with each regular paycheck. If payment is made for a service that is not performed or will not be performed, the employee shall reimburse the District the appropriate amount upon demand or in the alternative the Board may deduct said amount from future payments due the employee.
- B. Fall coaching pay will be included in full in the November pay. Spring coaching pay will be included in the May pay.

### **13.7 Individual and/or Family Major Medical, Health, Dental Insurance and Life Insurance**

The Board will pay 95% of an individual premium for major medical, health and dental insurance for each full-time employee. Part-time employees are also eligible for insurance on a pro-rated basis based on the number of hours worked and subject to the terms and conditions of the district's health insurance carrier. The Board reserves the right to approve the insurance carrier. However, if the Board decides to change the insurance carrier, the intent will be to provide comparable or improved coverage at reduced costs. Prior to making such a decision, the employees will have an opportunity to review the proposed new plan and provide input to the Board for their consideration. 100% of life insurance premium shall be provided to each employee.

### **13.8 Maintenance of Records**

The employees are responsible for keeping their respective service, education, certification and degree records current and accurate.

## **13.9 Early Retirement Incentive**

### **A. Certified Employees**

#### **Eligibility**

To be eligible for any of the following Plans, an employee must have fifteen (15) full-time years of service with Pontiac Community Consolidated School District No. 429 and must meet the following requirements:

1. Be at least sixty (60) years of age by the last day of service in the District; or
2. Be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teachers' Retirement System by the last day of service in the District.

The District may require proof of eligibility.

#### **Definitions**

For purposes of this Article, TRS creditable compensation (earnings) includes (but is not limited to):

- Salary for regular contractual teaching duties
- Wages for substitute teaching
- Wages for homebound teaching or tutoring
- Earnings for extra duties performed that relate to teaching or supervision of students, and other assignments related to the academic program
- Earnings for summer school
- Bonuses
- Contributions to qualified plans eligible for tax-deferral under the Internal Revenue Code, Sections 401(a), 403(b), and 457(b)
- Contributions to flexible benefit plans
- Salary or back wage payments resulting from contract buy-outs, labor litigation, and settlement agreements

#### **Plans**

##### **One Year Plan**

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule, and for the final year of employment the employee's TRS creditable earnings shall be

increased by six percent (6%) over the employee's TRS creditable earnings for the prior year of employment.

**Example:** The employee's prior year TRS creditable earnings were \$40,000.00. The employee's final year TRS creditable earnings will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ).

### Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule, and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

**Example:** An employee gives his/her irrevocable letter of retirement prior to May 1, 2012, stating he/she will retire on June 30, 2014. The employee's TRS creditable earnings for the 2008-2009 school year were \$40,000.00. The employee's TRS creditable earnings for the 2012-13 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The employee's TRS creditable earnings for the 2013-14 school year will be \$44,944.00 (i.e.,  $\$42,400.00 \times 1.06 = \$44,944.00$ ).

### Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule, and for the final three (3) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

**Example:** An employee gives his/her irrevocable letter of retirement prior to May 1, 2012, stating he/she will retire on June 30, 2015. The employee's TRS creditable earnings for the 2008-2009 school year were \$40,000.00. The employee's TRS creditable earnings for the 2012-13 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The employee's TRS creditable earnings for the 2013-14 school year will be \$44,944.00 (i.e.,  $\$42,400.00 \times 1.06 = \$44,944.00$ ). The employee's TRS creditable earnings for the 2014-15 school year will be \$47,640.64 (i.e.,  $\$44,944.00 \times 1.06 = \$47,640.64$ ).

## Four Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 four (4) years prior to the year of retirement, the employee will be removed from the salary schedule, and for the final four (4) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

**Example:** An employee gives his/her irrevocable letter of retirement prior to May 1, 2012, stating he/she will retire on June 30, 2016. The employee's TRS creditable earnings for the 2011-12 school year were \$40,000.00. The employee's TRS creditable earnings for the 2012-13 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The employee's TRS creditable earnings for the 2013-14 school year will be \$44,944.00 (i.e.,  $\$42,400.00 \times 1.06 = \$44,944.00$ ). The employee's TRS creditable earnings for the 2014-15 school year will be \$47,640.64 (i.e.,  $\$44,944.00 \times 1.06 = \$47,640.64$ ). The employee's TRS creditable earnings for the 2015-16 school year will be \$50,499.08 (i.e.,  $\$47,640.64 \times 1.06 = \$50,499.08$ ).

## Miscellaneous

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the employee.

If after submitting an irrevocable letter of retirement, the employee resigns from or is removed from duties for which the employee was compensated the previous year (i.e., Appendix C, extended contract and/or stipends), the employee's TRS creditable earnings will be adjusted accordingly.

**Example:** The employee's TRS creditable earnings from the 2010-11 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2010-11. Under the employee's retirement plan, he/she would be scheduled to receive \$45,580.00 TRS creditable earnings for the 2011-12 school year (i.e.,  $\$43,000.00 \times 1.06 = \$45,580.00$ ). However, the employee resigns from his/her coaching position before the start of the 2011-12 school year. The employee's TRS creditable earnings for the 2 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ) rather than \$45,580.00.

Once an employee meets the threshold eligibility requirements as stated above, the employee must retire by the close of the school year that he/she first gains eligibility. The employee must submit his/her irrevocable letter of resignation/retirement to the Board of Education by May 1 of the school year prior to his/her retirement under the one (1) year plan, or by

May 1 two (2) years prior to his/her retirement under the two (2) year plan, or by May 1 three (3) years prior to his/her retirement under the three (3) year plan, or by May 1 four (4) years prior to his/her retirement under the four (4) year plan. AN EMPLOYEE WHO BECOMES ELIGIBLE CANNOT DEFER ELIGIBILITY TO A FUTURE DATE. ELIGIBILITY OCCURS ONLY ONCE. Failure to retire at the close of the school year the employee first gains eligibility will forever foreclose the teacher from the benefits of this Retirement Incentive provision for the remainder of the employee's employment with the District.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board, in its sole discretion, may allow the employee to rescind his/her letter or retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

If legislation is enacted and/or administrative rules are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be null and void.

#### **B. Educational Support Personnel**

A full-time educational service employee who retires from employment under IMRF and after fifteen (15) years of service to the district shall be eligible for a salary increase of no less than \$3,500.00 or twenty percent (20%) of their final year's salary, whichever is greater, dispersed over the first six (6) months of that final year of employment, provided that written notification of retirement is submitted to the Secretary of the Board prior to May 1 of the year prior to retirement.

Notwithstanding the deadline for retirement notification, the Board, in its sole discretion, may grant approval of a request for the Early Retirement Incentive Bonus submitted after May 1 of the year prior to retirement. The decision to approve or deny requests under this provision shall be final and not subject to the grievance procedure.

#### **13.10 Extra Duty Compensation**

Employees will receive 3 % of the base salary for each 20 minute module of extra duty performed for the year in cafeteria supervision, outside noon supervision, morning bus duty, and patrol supervision. Any student supervisory duties performed between 3:00 p.m. and 3:30 p.m. will not receive compensation and will be assigned on a rotating basis. Employees, who supervise students in

the cafeteria or outside during their lunchtime, will also receive an amount equal to the cost of the adult yearly lunch ticket for remuneration for their lunch eaten while performing such duties. If an employee who has extra paid duty is absent due to a pre-planned absence, the employee is responsible for arranging for supervision coverage and will compensate accordingly.

#### **13.11 Mileage**

Employees, who are required by the administration, who use their own vehicles for school business, shall be paid at the IRS rate. The IRS rate that is in effect at the beginning of each school year will be the rate used for that school year.

#### **13.12 Perfect Attendance**

A bonus of \$300 will be given to each employee who has perfect attendance for each full school year when they use zero (0) sick days. The definition of school year is as follows: teachers, assistants, nurses and cooks work nine (9) months; secretaries work ten (10) months; and custodians work twelve (12) months. Perfect attendance excludes the use of personal days, professional days, bereavement leave, and for custodians, vacation days. Employees must work all school days and hours as stipulated in the contract and the official school calendar.

## **ARTICLE XIV**

### **NEGOTIATION PROCEDURES**

- 14.1 The parties shall commence negotiations for a successor agreement on or before May 1, of the year in which this contract expires.
- 14.2 The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.
- 14.3 Except by mutual agreement of the parties, neither fact-finding nor arbitration may be invoked as part of the negotiation procedures.
- 14.4 Each party shall select its own negotiating representatives. The parties agree that their representatives will be authorized to make proposals, consider proposals and make concessions in the course of negotiations. When the negotiators reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the members of the Association for ratification and to the Board for official approval. After approval, each party shall receive a signed copy and the Board agrees to provide each bargaining unit member a copy of the approved agreement.
- 14.5 The cost, if any, for the mediator, fact-finder or arbitrator shall be shared equally by the Board and the Association.

## **ARTICLE XV**

### **MEDIATION PROCEDURES**

#### **15.1 Mediation**

After all proposals have been discussed and the parties are unable to resolve their differences, either party may declare, in writing, that assistance of a mediator is needed. A written request for advisory mediation by one party shall be considered a joint request for mediation and the other party shall join in the request.

#### **15.2 Mediator Requested**

In the event mediation is requested by either party, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. If for any reasons it is not possible for the FMCS to provide a mediator within seven (7) calendar days of the request to it, the parties shall join in a request to the American Arbitration Association to provide a mediator. The mediator shall meet promptly with the parties or their representatives and shall take such steps, as he shall deem appropriate to persuade the parties to resolve their differences and effect an agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend the terms of settlement. The cost of the mediator shall be shared equally by the Board and the Association.

## **ARTICLE XVI**

### **EFFECT OF AGREEMENT**

#### **16.1 Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

#### **16.2 Savings Clause**

If any article, section or provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, said article, section or provision shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or provision.

#### **16.3 No Strike Provision**

The Association hereby agrees not to strike, or engage in, or support or encourage any concerted refusal to render full and complete services in the School District during the term of this Agreement. Any violating employee shall be subject to discipline or discharge as determined by the Board in accord with applicable law.

#### **16.4 No Reprisals**

The Board of Education and the Association shall take no reprisals, including, but not limited to any adverse action or discrimination with respect to hiring, discharge, promotion, demotion, transfer, assignment, wages, fringe benefits, (i.e., insurance), hours or any other term or condition of employment, because of the work stoppage from August 26, 1999 to and including August 27, 1999 or because of the employees participation in activities on behalf of, or other conduct related to the work stoppage.

**ARTICLE XVII**

**DURATION AND ACCEPTANCE OF AGREEMENT**

17.1 This Agreement shall become effective the 15<sup>th</sup> day of August, 2011 and shall continue in effect until August 14<sup>th</sup>, 2012.

17.2 This Agreement is signed this 30<sup>th</sup> day of June, 2011

IN WITNESS THEREOF

FOR THE PONTIAC EDUCATION  
ASSOCIATION – 429, IEA/NEA

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

IN WITNESS THEREOF

FOR THE BOARD OF  
EDUCATION OF  
PONTIAC COMMUNITY  
CONSOLIDATED SCHOOL  
DISTRICT NO. 429

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

**PONTIAC COMMUNITY CONSOLIDATED DISTRICT NO. 429**

**APPENDIX A-1**

**SALARY SCHEDULE 2011-12**

	<b>BA</b>	<b>BA +8</b>	<b>BA +16</b>	<b>BA+24</b>	<b>BA+32</b>	<b>MA</b>	<b>MA +8</b>	<b>MA +16</b>	<b>MA +24</b>	<b>MA +32</b>
<b>1</b>	\$ 33,862	\$ 34,962	\$ 36,064	\$ 37,166	\$ 38,264	\$ 39,536	\$ 40,805	\$ 42,074	\$ 43,344	\$ 44,614
<b>2</b>	\$ 35,218	\$ 36,316	\$ 37,417	\$ 38,520	\$ 39,618	\$ 40,889	\$ 42,158	\$ 43,428	\$ 44,697	\$ 45,969
<b>3</b>	\$ 36,572	\$ 37,673	\$ 38,772	\$ 39,873	\$ 40,973	\$ 42,243	\$ 43,512	\$ 44,784	\$ 46,053	\$ 47,323
<b>4</b>	\$ 37,925	\$ 39,027	\$ 40,126	\$ 41,228	\$ 42,327	\$ 43,599	\$ 44,867	\$ 46,138	\$ 47,407	\$ 48,677
<b>5</b>	\$ 39,280	\$ 40,382	\$ 41,492	\$ 42,582	\$ 43,682	\$ 44,953	\$ 46,222	\$ 47,492	\$ 48,761	\$ 50,033
<b>6</b>	\$ 40,634	\$ 41,736	\$ 42,837	\$ 43,937	\$ 45,036	\$ 46,307	\$ 47,576	\$ 48,848	\$ 50,116	\$ 51,387
<b>7</b>	\$ 41,987	\$ 43,090	\$ 44,191	\$ 45,293	\$ 46,391	\$ 47,663	\$ 48,931	\$ 50,202	\$ 51,469	\$ 52,740
<b>8</b>	\$ 43,344	\$ 44,444	\$ 45,544	\$ 46,647	\$ 47,746	\$ 49,017	\$ 50,284	\$ 51,555	\$ 52,825	\$ 54,096
<b>9</b>	\$ 44,697	\$ 45,798	\$ 46,899	\$ 48,002	\$ 49,099	\$ 50,372	\$ 51,640	\$ 52,910	\$ 54,179	\$ 55,450
<b>10</b>	\$ 46,053	\$ 47,154	\$ 48,253	\$ 49,355	\$ 50,455	\$ 51,725	\$ 52,994	\$ 54,265	\$ 55,533	\$ 56,804
<b>11</b>	\$ 47,407	\$ 48,509	\$ 49,608	\$ 50,708	\$ 51,809	\$ 53,080	\$ 54,348	\$ 55,620	\$ 56,889	\$ 58,159
<b>12</b>	\$ 48,761	\$ 49,863	\$ 50,964	\$ 52,063	\$ 53,163	\$ 54,435	\$ 55,704	\$ 56,974	\$ 58,243	\$ 59,514
<b>13</b>	\$ 50,116	\$ 51,218	\$ 52,318	\$ 53,418	\$ 54,518	\$ 55,789	\$ 57,058	\$ 58,329	\$ 59,597	\$ 60,869
<b>14</b>				\$ 57,908	\$ 59,008	\$ 59,008	\$ 59,008	\$ 59,706	\$ 60,951	\$ 62,222
<b>15</b>						\$ 59,008	\$ 59,766	\$ 61,037	\$ 62,306	\$ 63,577
<b>16</b>						\$ 59,852	\$ 61,121	\$ 62,391	\$ 63,661	\$ 64,932
<b>17</b>						\$ 61,207	\$ 62,476	\$ 63,747	\$ 65,015	\$ 66,286
<b>18</b>						\$ 66,742	\$ 68,010	\$ 69,282	\$ 70,551	\$ 70,551
<b>20</b>										\$ 73,175

**PONTIAC COMMUNITY CONSOLIDATED DISTRICT NO. 429**

**APPENDIX B-1**

**SALARY SCHEDULE 2011-12**

<b>Years</b>	<b>Custodian</b>	<b>Secretary</b>	<b>LPN Assistant</b>	<b>Assistant</b>	<b>Food Service Worker</b>
<b>1</b>	\$32,589	\$24,732	\$24,570	\$22,335	\$13.74
<b>2-4</b>	\$35,972	\$27,670	\$26,307	\$23,915	\$15.96
<b>5-9</b>	\$37,336	\$28,775	\$27,736	\$25,344	\$16.13
<b>10-19</b>	\$37,985	\$29,426	\$28,387	\$25,993	\$16.74
<b>20+</b>	\$38,247	\$29,687	\$28,648	\$26,255	\$16.99

**DISTRICT #429 EXTRA DUTY  
APPENDIX C  
2011-12**

**2011-12 Base Salary = \$ 33,862**

	<b>LEVEL I PERCENT</b>	<b>LEVEL II PERCENT</b>
Athletic Director	16%	18%
Softball	6%	8%
Baseball	6%	8%
Cross Country	6%	8%
Girls BB – 7 <sup>th</sup>	10%	12%
Girls BB – 8 <sup>th</sup>	10%	12%
Cheerleading	6%	8%
Scholastic Bowl	4%	5%
Boys BB – 7 <sup>th</sup>	10%	12%
Boys BB – 8 <sup>th</sup>	10%	12%
Volleyball – 7 <sup>th</sup>	10%	12%
Volleyball – 8 <sup>th</sup>	10%	12%
Head Girls Track	10%	12%
Head Boys Track	10%	12%
Ass't Track Coaches	5%	7%
5 <sup>th</sup> – 8 <sup>th</sup> Fall Intramural BB	3%	
5 <sup>th</sup> – 6 <sup>th</sup> Fall Intramural BB	3%	
5 <sup>th</sup> – 6 <sup>th</sup> Girls Intramural Volleyball	3%	
5 <sup>th</sup> – 6 <sup>th</sup> Tournament BB	4%	
Deans	12%	
Lead Teachers	6%	
Building Referral Coordinator	3%	
Band Director	8%	
Choral Director	5%	
Student Council	4%	
Builder's Club	3%	
Science Club	3%	
Newspaper	3%	
Yearbook	3%	
Math Team/Club	3%	
Save Club	3%	
Art Club	3%	
Mentoring Program Coordinators	2% per person (cap of 3 persons)	
	*The mentoring program coordinators will not be posted for the 2008-09 school year.	
Extra Duty Compensation (per 13.10)	3% per 20 minute module	

**DISTRICT #429  
WORK DAY – COOKS AND CUSTODIANS  
APPENDIX D**

Cooks, Secretaries, Custodians and Nurses

Custodians, secretaries and nurses will work an eight (8) consecutive hour shift, starting and ending times to be determined in a mutual agreement between the building principal and the employee.

Custodians, secretaries and nurses, who work less than eight (8) hours will work their hours consecutively, with starting and ending times to be determined in a mutual agreement between the building principal and the employee.

Cooks' working schedule will be mutually agreed upon by the cooks and the Food Service Director at the beginning of the school year. Any additional split shifts will be agreed upon by the cooks and the Food Service Director. Normal work hours will be no earlier than 5 a.m. and no later than 2:30 p.m.

