

PEORIA HEIGHTS COMMUNITY UNIT SCHOOL DISTRICT #325
PEORIA HEIGHTS, ILLINOIS

AGREEMENT

BETWEEN

THE

PEORIA HEIGHTS SCHOOL DISTRICT #325 SUPPORT STAFF, IFT, AFT, AFL-CIO

AND

THE BOARD OF EDUCATION, PEORIA HEIGHTS COMMUNITY UNIT SCHOOL DISTRICT #325

2021 - 2023

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PEORIA HEIGHTS #325

ARTICLE I RECOGNITION

1.1

The Board of Education of Peoria Heights School District #325m hereinafter referred to as the “Board”, recognizes the Peoria Heights Federation of Support Staff/IFT/AFT/AFL-CIO, hereinafter, referred to as the “Union”, or “bargaining unit”, as exclusive bargaining agent for all full time and regular part-time support staff.

1.2

No member of the Support Staff/bargaining unit shall be discriminated against for any purpose or in any respect by reason of membership in the Union or for participation in the process of negotiations and resolving of grievances.

ARTICLE II

NEGOTIATING PROCEDURES

2.1 General

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

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

2.2 Duty to Bargain

The Board and the Union have the authority and duty to meet at reasonable times, agreed to by both parties to confer in good faith with respect to wages, and other terms and conditions of employment and to execute a written contract incorporating any agreement reached by the parties.

2.3 Negotiation Communications

All requests for communication with the Board shall be channeled through the Superintendent or his/her designated representative, and requests to the Union shall be made to the President of the Union or he/her designated representative.

2.4 Scope of Negotiations

The Union and the Board agree that negotiation in good faith shall encompass the following: salaries, fringe benefits, and terms and conditions of employment.

2.5 Power to Negotiate

It is the mutual responsibility of the Board and Union to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, and to reach tentative agreement which shall be submitted to the Board and Union for ratification.

2.6 Negotiation Team Membership

Each party to negotiations shall select its individual negotiating representatives provided that the Board shall not select a bargaining unit member, as herein defined, as its representative.

2.7 Meetings

Negotiation meetings shall be held as necessary at times and places agreed to by both parties. These meetings shall last no longer than two (2) hours, unless mutually agreed upon by both parties.

Negotiations shall begin no earlier than April 1, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.

Facts, options, and proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on items defined as negotiable in this agreement.

2.8 Tentative Agreements

During negotiations, tentatively agreed upon material shall be prepared for the Board and the Union and initialed prior to the adjournment of the meeting at which such agreement was reached, or at the next meeting.

2.9 Final Approval

When the Union and the board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the members of the Union for ratification and the Board for approval.

2.10 Declaration of Impasses

If agreement is not reached on all items listed in the “Scope of Negotiations”, Paragraph 2.4, either party may declare to the other in writing that an impasse exists and call for a Federal mediator, under the rules and regulations pertaining to mediation in the Illinois Educational Labor Relations Act.

2.11 Report by Mediator

During mediation, both the Board and the Union agree to keep confidential all recommendations and reports, if any, made by the mediator including offers by either party.

ARTICLE III

NONDISCRIMINATION

Neither the Board nor the Union shall discriminate, interfere, restrain, coerce or harass any employee because of union membership or union activity or because of lack thereof or for any other reason.

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

ARTICLE IV
UNION SECURITY

4.1 Dues Deduction

The professional dues of union members may be deducted by the Payroll Department in accordance with the following stipulation. Payroll deductions shall be available to members of the union providing the union member shall give written consent for such deduction to the Payroll Department at least 21 days prior to the date of first annual scheduled payroll deduction.

4.2 Number of Deductions

The dues shall be deducted in an equal amount beginning with the employees payroll check.

4.3 Responsibility

The Union shall be responsible that the dollar amount to be deducted for each applicant is the accurate figure reported for its organization. The Union agrees to indemnify the Board of Education from claims arising from the use of funds for political action.

4.4 Voluntary Membership

A member of the support staff shall be entirely free to join or to abstain from joining the Union and to have complete freedom to participate or not participate in the payroll deduction plan.

All full time employees covered by this agreement, who are not members of the Union commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of the Agreement, and so long as they remain non-members of the Union shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

4.5 Continuing Authorization

A union member's written consent for the deduction of dues shall remain in effect until cancelled by the participating union member. The Payroll Department shall be informed by the Union at least 21 days prior to the date of the first annual scheduled payroll deduction of the amount to be deducted except for the first year.

4.6 Payment

Payment shall be made to the Union once per month when deduction is in effect.

FAIR SHARE
ILCS 115 5/1 et.seq.
PUBLIC ACT 86—412

- A. All employees covered by the Agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of the Agreement, and so long as they remain nonmembers of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to nonmembers under state and federal law.
- B. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.
- C. Such fair share payment by nonmembers shall be deducted by the board from the earnings of the nonmember employees and remitted to the Union within ten (10) workdays of said deduction unless required to remit a fee to the Labor Board for escrow.
- D. The Board shall cooperate with the Union to ascertain the names of all employee nonmembers of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.
- E. The Union and the Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.
- F. Upon adoption of any Union internal appeal procedure, the Union shall supply the board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.
- G. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any forms of liability that shall arise out of, or by reason of action taken by the board for the purposes of complying with the above provisions of the Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions. The Union shall not be responsible for the attorney's fees of any attorney for the employer other than the attorney employed and supervised or directed by the Union.
- H. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

ARTICLE V
GRIEVANCE PROCEDURE

Section I. Definition:

- A. A grievance shall mean a complaint concerning the administration or interpretation of this Agreement and Board of Education Policy.

Section II. General Provisions:

- A. Any individual employee or group of employees may present grievances in accordance with the provisions of this Article V and have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union representative has been given an opportunity to be present at the adjustment.
- B. No support staff during Steps 1 and 2 of the Grievance Procedure will be required to meet with any administrator without his/her Union representative.
- C. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons involved to attend, including witnesses entitled to be present and will be held, insofar as possible, after regular school hours, or during non-working time of personnel involved. When such hearings and conferences are held, at the option of the Administration, during school hours all staff members whose presence is required shall be excused, with pay, for that purpose.
- D. An employee who participates in the Grievance Procedure shall not be subjected to disciplinary action or reprisal because of such participation.
- E. The employee and his/her Union representative have the right to be present at all hearings and meetings concerning the grievance, exclusive of executive sessions unless requested to attend.
- F. The employee, his/her Union representative, and Board shall have copies of all testimony and all material submitted by all parties concerned in the grievance.
- G. The administration has the responsibility to consider and take action, within authority delegated to them, on grievances presented to them.
- H. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.
- I. A grievance may be initiated and/or conducted by:
 - 1. An employee in his/her own behalf;
 - 2. An employee accompanied by his/her Union representative;
 - 3. The Union in accordance with and in the circumstances set forth in paragraph M of this Section II.

- J. All references to days shall mean normal workdays.
- K. All time limits may be extended by mutual agreement between the parties.
- L. A grievance shall be filed within ten (10) days following the occurrence of the events on which the grievance is based. A grievance not filed within such time shall be waived.
- M. Class Grievance:

A class grievance is a grievance within the definition of this Article, which affects or has an impact on more than one employee in the same manner. Such grievance may be filed by any one member of the class or the union, provided that the grievance identifies descriptively the class and the employees affected.

Section III. Professional Grievance Procedure:

- A. **Step 1.** The Principal and one (1) other Building Principal shall, within ten (10) days of the receipt of the written grievance, confer with the grievant to try to resolve the grievance. He or she may have his/her Union representative present. Failure of the grievant to confer with the Principal within the allotted time will void the grievance. Within ten (10) days after the completion of the conference, the Principal shall give his written decision to the grievant.
- B. **Step 2.** In the event the grievance has not been resolved in the first step, the employee may file a written appeal to the Superintendent. The written appeal shall be made within ten (10) days after the receipt of the Principal's written decision. Within ten (10) days of the receipt of the written appeal, the Superintendent and any one board member shall confer with his/her Union representative and the grievant in an effort to resolve the grievance. The Superintendent, within ten (10) days following the conference, shall file his written decision with the grievant.
- C. **Step 3.** In the event the grievance has not been resolved in the second step, the employee may submit a written appeal to the secretary of the Board of Education. Such written appeal shall be made in writing thirty (30) days after receipt of the Superintendent's written decision. No later than thirty (30) days after receiving the written appeal, the Board shall hold a hearing on the grievance. Within fifteen (15) days after the hearing, the Board shall communicate its decision in writing to the grievant.
- D. **Step 4.** Within thirty (30) days after receiving the written decision of the Board, the employee may submit the grievance to arbitration under the voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall follow the standard rules of the AAA, and his/her decision shall be binding on all parties. Expenses for the arbitration services shall be borne equally by the school board and the Union.

No unfair labor practice may be fled after six (6) months from the point at which the alleged violation occurred.

ARTICLE VI

NO STRIKE

During the term of this Contract, or during any extension or renewal thereof the Union will neither cause, authorize, or support, nor will any of its members take part in a strike, concerted failure to report to duty, willful absence from duty or stoppage of work, picketing or abstinence from work in whole or in part. Following expiration of this Contract, the Union may engage in a strike only if:

- 1) It is represented by an exclusive bargaining representation;
- 2) Mediation has been used without success;
- 3) It provides at least ten (10) days notice of the intent to strike to the school board;
- 4) Collective bargaining agreement has expired; and
- 5) Both parties have not agreed to submit the dispute to binding arbitration.

ARTICLE VII
SENIORITY/PROMOTIONS/TRANSFERS/LAYOFFS

7.1 District Seniority

Seniority with the District shall begin on the official date of employment as determined by Board action. All seniority shall be computed on the basis of continuous service, except that when an employee has been granted an official leave of absence he/she shall retain his/her seniority to that date. No seniority will accrue during a leave of absence, but will resume when an employee returns from leave.

7.2 Voluntary Transfers

- A. Seniority shall be considered in determining voluntary transfers.
- B. It shall be the responsibility of the supervisory staff and the Superintendent or designee to evaluate each being considered for a change in position or classification, and to make a decision. It is incumbent upon them to make such decisions fairly and without favoritism.
- C. A probationary period of six calendar months shall be in effect for all transfers and/or promotions before job seniority becomes effective, but having satisfactorily completed the probationary period seniority shall be retroactive to the date of the transfer or promotion. If a person does not successfully complete the probationary period, he/she shall be returned to a position comparable to the one held prior to his/her transfer, but not necessarily the same position, with no loss of job seniority.

7.3 Involuntary Transfers

Involuntary Transfer – An involuntary transfer shall mean the transfer of a staff member from one building to another. The Superintendent of Schools or his designee has the authority to make an involuntary transfer subject to any one of the following restrictions:

- 1. Reduction of enrollment
- 2. Physical plan limitations
- 3. Program changes
- 4. Budget limitations
- 5. Changes in boundaries
- 6. Recommendations of the building principal

The reason for the involuntary transfer shall be in writing to the staff member affected. All involuntary transfers will be made in accordance with the Illinois School Code.

7.4 Vacancy Notices

Current Practice.

7.5 Layoffs, Recalls, and Job Seniority

Job seniority shall begin on the official date that an employee is hired by the District in the Support unit.

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

7.6 Part-Time Employees

Part-time employees shall be given consideration when vacancies occur for fulltime positions. Part-Time employees shall not work more than 30 hours in any given week.

7.7 Definitions: Full-Time

Full-time – A regular employee of District #325 working more than 30 hours a week, effective August 1, 1992.

A. All assignments shall be made with consideration to seniority and qualifications by classification.

7.8 Re-Classification

Any employee working or filling a position other than his/her main assignment shall be paid that prevailing rate of that position starting with the first day of work, with approval or principal/superintendent. If an employee is filling a lower position, that employee will receive their original pay classification while filling that position, not that of the lower position.

7.9 Positions

Existing bargaining unit positions will remain in effect for the duration of the agreement unless subject to:

1. **Reduction in revenue**
2. **Reduction in enrollment**
3. **Recommendation of administration**

ARTICLE VIII

DISCIPLINE

Discipline of union personnel shall be progressive and corrective, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the employer shall be for reasons based upon the employee's failure to fulfill his/her responsibilities as an employee. Where the employer believes just cause exists to institute disciplinary action, the employer shall have the option to assess one (1) of the following penalties:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

Any disciplinary action or measure, other than an oral reprimand, imposed upon an employee may be appealed through the grievance procedure. The employee may file a written reply to any oral reprimand.

The employer agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the Union. Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Disciplinary actions shall be subject to review under the grievance procedure only.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator.

ARTICLE IX

JOINING OR NOT JOINING ANY LAWFUL ORGANIZATIONS

No principal, superintendent, or other administrative employee of this Board shall use his/her official position, directly or indirectly, to influence, coerce or otherwise interfere with the inalienable right of employees of the board of Education to join, or not join, any lawful organization.

ARTICLE X

JURY DUTY

Any staff member who is required to serve on jury duty or is subpoenaed to appear before legal and quasi-legal review panels as witnesses on a day school is in session will receive their regular salary and the days absent will not be deducted from sick leave or personal leave. However, per diem compensation received by the staff member for serving on such jury, will be turned over to the school district.

ARTICLE XI

PAID HOLIDAYS AND VACATION FOR ALL SUPPORT STAFF

All maintenance staff shall be entitled to the following paid holidays, so long as the State continues to recognize such holidays, and would work on the holiday, if school is in session:

| <u>2021-2022 School Year</u> | | <u>2022-2023 School Year</u> |
|------------------------------|--------------------------------|------------------------------|
| July 4, 2021 | 4 th of July | July 4, 2022 |
| September 6, 2021 | Labor Day | September 5, 2022 |
| October 11, 2021 | Columbus Day | October 10, 2022 |
| November 11, 2021 | Veterans' Day | November 11, 2022 |
| November 25, 2021 | Thanksgiving | November 24, 2022 |
| November 26, 2021 | Thanksgiving | November 25, 2022 |
| December 24, 2021 | Christmas | December 23, 2022 |
| December 27, 2021 | Christmas | December 26, 2022 |
| December 31, 2021 | New Year's | December 30, 2022 |
| January 3, 2022 | New Year's | January 1, 2023 |
| January 17, 2022 | M.L. King's Birthday | January 16, 2023 |
| February 21, 2022 | Lincoln's BDay/President's Day | February 20, 2023 |
| April 15, 2022 | Easter Break | April 7, 2023 |
| April 18, 2022 | Easter Break | April 10, 2023 |
| May 30, 2022 | Memorial Day | May 29, 2023 |

All cafeteria secretary staff shall be entitled to the following (7) paid holidays (Labor Day, Thanksgiving, Christmas Eve, Christmas, New Years Eve, New Years Day, and Easter).

11.2

A holiday occurring within a scheduled vacation period shall not count as a day of vacation nor shall a holiday occurring while an employee is on a leave of absence for sickness or injury count against the employee's sick credit.

11.3

Holidays and emergency days shall be paid at the employee's regular rate.

11.4

The approved weeks of vacation with pay for maintenance staff employees shall be as follows:

- After 1 year continuous employment..... 2 weeks
- After 10 years of continuous employment..... 3 weeks
- After 15 years of continuous employment..... 4 weeks

Half time year round employees will receive 50% of Vacation pay.

11.5

Vacation is earned for each full year of employment prior to which it is taken. Vacation is earned in one year and taken in its entirety during year at the direction of the employee.

- 11.6** New employees hired after July 1st shall, after one year, on their anniversary date, be entitled to a vacation with pay.
- 11.7** Vacation can be taken from July 1st through September 1st of the following year, with prior approval of maintenance supervisor and superintendent.
- 11.8** Members, whose employment is terminated prior to the end of the fiscal year, and who are entitled to a vacation, must take it prior to June 30th.
- 11.9** Members who retire at the end of the fiscal year shall do so prior to June 30th according to the number of weeks of entitled vacation, but the termination date shall be June 30th.
- 11.10** Vacation time is given annually for recreation and relaxation; therefore, it is non-cumulative. Employees are encouraged to use their full vacation allowance each year.
- 11.11** Vacation allowance earned prior to death shall be paid to the member's estate.
- 11.12** Holidays falling within vacation periods shall not be charged against vacation allowance.

ARTICLE XII

SICK LEAVE

- 12.1** The Board of Education shall grant employees sick leave in the following manner:
1. Newly hired full-time nine (9) month employees after working 4-1/2 months will receive twelve (12) days of sick leave each school year with full pay.
 2. Newly hired full-time ten (10) month employees after working 5 months will receive thirteen (13) days of sick leave each school year with full pay.
 3. Newly hired full-time twelve (12) month employees after working 6 months will receive sixteen (16) days of sick leave each school year with full pay.
 4. A staff member who does not work a whole year shall have sick leave prorated at the rate of 1-1/3 days per calendar month, per school year.
- 12.2** If any such employee does not use the full amount of annual sick leave allowed, the unused amount shall accumulate to a maximum of two hundred forty (240) days at full pay, including the leave of 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. In case of death of any other relative (including present in-laws), up to three (3) days of sick leave will be allowed for funeral attendance. Specific prior approval of the principal and superintendent of schools as to the length of time released is necessary. The law has described the immediate family as parents, spouse, brother, sister, and children; grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.
- 12.3** When any employee of the district returns to school after an absence, in order to claim leave, he/she will sign a certificate stating the reason for the absence. Such certificates are available in the building principal's office.
- 12.4** At the end of each school year, each employee shall receive a sick leave statement.
- 12.5** All personal sick leave records shall be examined periodically by a member of the administration and any member of the School Board.
- Any suspected abuses of sick leave deemed as such by the administration, or by and School Board Member, may be cause for corrective action. Such corrective action is to be decided by the School Board.
- The Board of Education will require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of five (5) consecutive work days for personal illness. Such certificates may be required in other cases, as the Board of Education deems necessary.

12.6 Extended Sick Leave Benefits

After employees have exhausted their regular sick leave reserves, they may apply for disability benefits provided by the District through the Illinois Municipal Retirement Fund.

12.7

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the employee's immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-laws, brother-in-law, sister-in-law, daughter-in-law, and legal guardians.

12.8

Sick leave shall not be debited for legal holidays or vacations.

12.9

In cases of continuous illness where an employee received compensation because of the accumulative sick leave, a physician's or practitioner's certificate shall be submitted to the payroll department, if the employee is absent for more than five (5) consecutive work days. A physician's certificate may be required as deemed necessary in other cases.

12.10

No employee shall lose his/her accumulated allowance of unused sick leave by reason of having been on leave of absence or because of service in the Armed Forces of the United States.

12.11

Absence up to 30 days per year due to duty-connected injury shall not be deducted from the employee's accumulated sick leave providing he/she qualified for benefits under Worker's Compensation.

12.12

Absence up to 90 days per year due to injury from an assault sustained while on duty as an employee of the district shall not be deducted from the employee's sick leave.

12.13

A full-time employee may use as many as five (5) days of accumulated sick leave upon his/her adoption of a child or birth of child of which he is the father.

12.14

The Board of Education each year shall grant support staff that have accumulated 240 sick leave days \$30.00 per day up to a maximum of 12 days per year, for each unused day of sick leave beyond 240 days.

ARTICLE XIII

PARENTAL LEAVE

- 13.1** Full-time employee who has completed two (2) consecutive years of service from date of initial employment may elect to receive a leave of absence without pay for the purpose of childbearing.
- 13.2** Should there be a miscarriage, or should the death of the child occur within the period of parental leave, the employee may, in writing, request early reinstatement. Should a position become available, the employee shall be reinstated providing there is a position for which he/she is qualified.
- 13.3** An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform all of her required functions, with the approval of a physician.
- 13.4** A request to elect parental leave shall be made in writing to the Superintendent at least thirty (30) days prior to the date on which the leave is to begin except in cases of emergency. Parental leave shall begin prior to either the birth or adoption of a child. A physician's statement certifying pregnancy shall be submitted with such request.

ARTICLE XIV

LEAVE OF ABSENCE WITHOUT PAY

14.1 Leave of Absence

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

- A. A request for leave shall be in writing and directed to the Superintendent.
- B. Eligibility shall be based on a minimum of two (2) years of continuous employment in the Peoria Heights School District #325.
- C. All leaves of absence without pay shall be limited to one (1) work year. Further extension shall be limited to one (1) normal work year. Further extension shall be at the discretion of the Board. No leave shall be extended beyond two (2) years.
- D. Except for parental leave, all leaves without pay should commence at the beginning of a work year and reinstatement during the work year shall be at the discretion of the Board.
- E. Salary increments or steps on the salary schedule shall not accrue.
- F. Sick leave days shall not accrue, but unused sick leave held at the start of the leave shall be available upon reinstatement.
- G. Written notice of intention to either return or resign shall be given by the employee to the Superintendent sixty (60) days prior to the beginning of the work year. Failure to furnish such written notice shall constitute a notice of resignation.
- H. Employees returning to the District from a leave of absence without pay will be re-assigned to the position they left.
- I. Leaves of absence without pay may be granted for study travel to work in an education program sponsored by an official government agency (Peace Corps, Job Corps, etc.), to serve in public office, or for other good and sufficient reason.

ARTICLE XV

PERSONAL LEAVE

Two (2) days of personal leave will be granted at the beginning of the school year. Personal leave will be allowed without loss of pay.

Personal leave will not be granted at the following times:

1. During the first five (5) days of school including institute day and the last five (5) days of school including institute day.
2. No more than one (1) non-certified staff member in any one category (custodian, secretary, etc.) shall be granted leave on any one day.
3. Personal leave days may not be taken on successive days.

Personal leave must be used during the school year and cannot be accumulated as Personal Leave but will be added to unused sick leave.

No reason for such personal leave need be given.

Unused personal leave days will be accumulated on sick leave.

Written notice of the necessity for personal leave shall be submitted at the earliest possible time to the Principal of the appropriate building. The Principal shall recommend action to the Superintendent who shall determine whether leave is granted.

ARTICLE XVI

BEREAVEMENT DAYS

- A. The board shall grant employees covered under this agreement the use of bereavement days in the case of a death in the immediate family.
- B. The employee will be allowed to use up to three days (3) absence without loss of pay or sick days in the case of a death of an immediate family member.
- C. For the purpose of this agreement, “immediate family” member are defined as parents, spouse, brother, sister, and children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, “step” relationships and legal guardians in accordance to state and federal laws.
- D. Bereavement days are non-accumulative.

ARTICLE XVII

OVERTIME FOR SUPPORT STAFF MEMBERS/EMPLOYEES

- 16.1** For purposes of overtime, the normal workweek shall be forty (40) hours.
- 16.2** Overtime shall be any work performed outside the scheduled work times in excess of the normal workweek.
- 16.3** Overtime shall be paid at one and half times the employee’s regular hourly rate of pay unless otherwise specified by the Agreement.
- 16.4** Work performed outside of the normal work schedule but does not qualify for overtime pay shall be paid at the employee’s regular rate of pay and shall be voluntary only.
- 16.5** Overtime after a regular work shift shall be no less than one (1) hour.
- 16.6** When only one secretary is on duty for the day and doing work of the absent person, she/he will receive a stipend of \$60.00 for the day. They will not receive the higher pay scale if she/he is at lower pay. Substitute stipends may only be paid on school days when students are present.

ARTICLE XVIII

SPECIAL PAY PROVISIONS

17.1 Insurance

All regular, full-time employees and their dependents, if requested, will be enrolled in the Group Hospitalization, Medical, Dental and Life Insurance Program. The Board of Education shall pay 95% of the total premium for all regular, full-time employees, and shall contribute 45 % of the total premium and the employees shall contribute the remaining 55% by payroll deduction for dependent coverage.

All employees employed by District #325 working more than 1,500 hours per year, effective 8-1-92, will be covered by hospitalization insurance.

17.2 Social Security and I.M.R.F.

During the term of this Agreement, the Board shall cause the employees in the bargaining unit to be covered by the Social Security System and I.M.R.F. as required by federal and state statute. The employee's contribution to the I.M.R.F. shall be paid by the Board in behalf of the employee as a tax-sheltered payment (i.e. not subject to federal or state income taxes until collected by the employee).

17.3 Pay Periods

Staff members will receive their salary in 24 semi-monthly installments, except for unusual cases, which require prior approval of the Superintendent.

Pay days for salaried employees will be established as the 15th and 30th of each month.

**SECRETARIES
Salary Schedule**

| STEP | 2021-2022 | | 2022-2023 | |
|------|-----------|-------------|-----------|-------------|
| | | | | |
| 0 | \$14.73 | \$25,335.60 | \$15.17 | \$26,092.40 |
| 1 | \$14.98 | \$25,765.60 | \$15.42 | \$26,522.40 |
| 2 | \$15.23 | \$26,195.60 | \$15.67 | \$26,952.40 |
| 3 | \$15.48 | \$26,625.60 | \$15.92 | \$27,382.40 |
| 4 | \$15.73 | \$27,055.60 | \$16.17 | \$27,812.40 |
| 5 | \$15.98 | \$27,485.60 | \$16.42 | \$28,242.40 |
| 6 | \$16.23 | \$27,915.60 | \$16.67 | \$28,672.40 |
| 7 | \$16.48 | \$28,345.60 | \$16.92 | \$29,102.40 |
| 8 | \$16.73 | \$28,775.60 | \$17.17 | \$29,532.40 |
| 9 | \$16.98 | \$29,205.60 | \$17.42 | \$29,962.40 |
| 10 | \$17.23 | \$29,635.60 | \$17.67 | \$30,392.40 |
| 11 | \$17.48 | \$30,065.60 | \$17.92 | \$30,822.40 |
| 12 | \$17.73 | \$30,495.60 | \$18.17 | \$31,252.40 |
| 13 | \$17.98 | \$30,925.60 | \$18.42 | \$31,682.40 |
| 14 | \$18.23 | \$31,355.60 | \$18.67 | \$32,112.40 |
| 15 | \$18.48 | \$31,785.60 | \$18.92 | \$32,542.40 |
| 16 | \$18.73 | \$32,215.60 | \$19.17 | \$32,972.40 |
| 17 | \$18.98 | \$32,645.60 | \$19.42 | \$33,402.40 |
| 18 | \$19.23 | \$33,075.60 | \$19.67 | \$33,832.40 |
| 19 | \$19.48 | \$33,505.60 | \$19.92 | \$34,262.40 |
| 20 | \$19.73 | \$33,935.60 | \$20.17 | \$34,692.40 |
| 21 | \$19.98 | \$34,365.60 | \$20.42 | \$35,122.40 |
| 22 | \$20.23 | \$34,795.60 | \$20.67 | \$35,552.40 |
| 23 | \$20.48 | \$35,225.60 | \$20.92 | \$35,982.40 |
| 24 | \$20.73 | \$35,655.60 | \$21.17 | \$36,412.40 |
| 25 | \$20.98 | \$36,085.60 | \$21.42 | \$36,842.40 |
| 26 | \$21.23 | \$36,515.60 | \$21.67 | \$37,272.40 |
| 27 | | | \$21.92 | \$37,702.40 |

Subs \$13.70/hr

Subs \$14.10/hr

215-Day Contract

180 days Certified Staff Work

35 days before or after beginning/ending of School (7 weeks), at principal's discretion

215 Days

**MAINTENANCE STAFF
Salary Schedule**

| | 2021-2022 | | 2022 – 2023 | |
|----|-----------|-------------|-------------|-------------|
| 0 | \$14.00 | \$29,120.00 | \$14.42 | \$29,993.60 |
| 1 | \$14.25 | \$29,640.00 | \$14.67 | \$30,513.60 |
| 2 | \$14.50 | \$30,160.00 | \$14.92 | \$31,033.60 |
| 3 | \$14.75 | \$30,680.00 | \$15.17 | \$31,553.60 |
| 4 | \$15.00 | \$31,200.00 | \$15.42 | \$32,073.60 |
| 5 | \$15.25 | \$31,720.00 | \$15.67 | \$32,593.60 |
| 6 | \$15.50 | \$32,240.00 | \$15.92 | \$33,113.60 |
| 7 | \$15.75 | \$32,760.00 | \$16.17 | \$33,633.60 |
| 8 | \$16.00 | \$33,280.00 | \$16.42 | \$34,153.60 |
| 9 | \$16.25 | \$33,800.00 | \$16.67 | \$34,673.60 |
| 10 | \$16.50 | \$34,320.00 | \$16.92 | \$35,193.60 |
| 11 | \$16.75 | \$34,840.00 | \$17.17 | \$35,713.60 |
| 12 | \$17.00 | \$35,360.00 | \$17.42 | \$36,233.60 |
| 13 | \$17.25 | \$35,880.00 | \$17.67 | \$36,753.60 |
| 14 | \$17.50 | \$36,400.00 | \$17.92 | \$37,273.60 |
| 15 | \$17.75 | \$36,920.00 | \$18.17 | \$37,793.60 |
| 16 | \$18.00 | \$37,440.00 | \$18.42 | \$38,313.60 |
| 17 | \$18.25 | \$37,960.00 | \$18.67 | \$38,833.60 |
| 18 | \$18.50 | \$38,480.00 | \$18.92 | \$39,353.60 |
| 19 | \$18.75 | \$39,000.00 | \$19.17 | \$39,873.60 |
| 20 | \$19.00 | \$39,520.00 | \$19.42 | \$40,393.60 |
| 21 | \$19.25 | \$40,040.00 | \$19.67 | \$40,913.60 |
| 22 | \$19.50 | \$40,560.00 | \$19.92 | \$41,433.60 |
| 23 | \$19.75 | \$41,080.00 | \$20.17 | \$41,953.60 |
| 24 | \$20.00 | \$41,600.00 | \$20.42 | \$42,473.60 |
| 25 | \$20.25 | \$42,120.00 | \$20.67 | \$42,993.60 |
| 26 | \$20.50 | \$42,640.00 | \$20.92 | \$43,513.60 |
| 27 | \$20.75 | \$43,160.00 | \$21.17 | \$44,033.60 |
| 28 | \$21.00 | \$43,680.00 | \$21.42 | \$44,553.60 |
| 29 | | | \$21.67 | \$45,073.60 |

Subs \$13.70 /hr
Part-time (Salary Schedule)

Subs \$14.10/hr
Part-time (Salary Schedule)

CAFETERIA

| | 2021 – 2022 | 2022 - 2023 |
|------------|--------------------|--------------------|
| Head Cook: | \$21.88 | \$22.54 |
| Cook: | \$16.86 | \$17.37 |
| | | |
| Subs | \$14.80 | \$15.25 |

Cafeteria employees are part-time employees and shall not work more than 30 hours in a week at the discretion of the Cafeteria Manager.

Head Cook – 180 Day contract. Must work on all days that students are present (174) and 6 days at the discretion of the cafeteria manager.

ARTICLE XX

DISTRICT #325 POLICY

District #325 Policy will cover any matter not in this Agreement.

ARTICLE XXI

It is agreed that this Agreement contains the complete understanding between the parties for the term of this contract. Any additions, deletions, changes, amendments or waivers affecting the terms of this Agreement shall be discussed by mutual agreement of both parties. An agreements, amendments, or changes arrived at as a result of such discussions shall become effective upon being reduced to writing and being signed by both parties.

ARTICLE XXII

Savings Clause

Section 1. Should any part of any provision herein contained by rendered or declared invalid by any reason of any existing or subsequently enacted legislation, or by any decree or order of a Court or broad of competent jurisdiction, such invalidation of such part or portion of Agreement shall not invalidate the remaining portion hereof; provided, however, upon such invalidation, the parties to this agreement, meet to re-negotiate an article or provision which will meet the objections to this invalidity and which will be in accord with the intent and purpose of the article or provision in question.

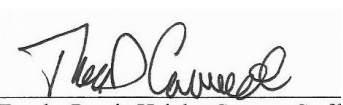
Section 2. The remaining part of provisions shall remain in full force and effect.

ARTICLE XXIII

Duration

This Agreement shall be effective July 1, 2021, and shall remain in full force and effect, until June 30, 2023, and shall continue in force from year to year thereafter except by written notice given by either party at least sixty (60) days, but not more than ninety (90) days, prior to June 30, 2023, or at least sixty (60) days, but not more than ninety (90) days prior to June 30, of any year thereafter, either party may notify the other of its desire to amend, modify or terminate this Agreement.

Dated this 14 day of July, 2021.



For the Peoria Heights Support Staff IFT,AFT,
AFL-CIO

For the Board of Education, School District #325