

**2008-2012
CONTRACTUAL
AGREEMENT
PINCKNEYVILLE
ELEMENTARY
EDUCATION
ASSOCIATION
AND
PINCKNEYVILLE
SCHOOL DISTRICT #50**

ARTICLE I

PURPOSE

- I.1 This Agreement is negotiated pursuant to the Illinois Educational Labor Relations Act for the purpose of negotiating wages, hours, and conditions of employment and other matters which are specified by the IELR Board as being mandatory subject to collective bargaining.
- I.2 The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

ARTICLE II

PARTIES TO THE AGREEMENT

II.1 The parties to this agreement are the Board of Education District 50, Perry County, Illinois hereinafter referred to as the Board, and the Pinckneyville Elementary Education Association/IEA/NEA hereinafter referred to as the Association. The Association is recognized as the sole and exclusive organization for the purpose of collective bargaining. The bargaining unit represented by the Association is composed of the following positions:

Included – All full-time and part-time certified teaching personnel.

Excluded – Administrative personnel and all non-certified teaching personnel.

ARTICLE III

ASSOCIATION RIGHTS

III.1 PAYROLL DEDUCTIONS

Deductions may be added and cancelled by written teacher request. Any changes will be reflected by the third pay period following the request.

III.1.2 Teachers must notify the central office by September 1 of each contract year if they choose the option of automatic deposit of paychecks.

III.2 GENERAL ASSOCIATION RIGHTS

III.2.1 A copy of all approved reports and minutes shall be sent to the Association President on the day following a Board meeting.

III.2.2 A copy of the Budget, Audit Report, and the Annual Financial Report shall be made available to the Association President within seven working days of board approval. No fee shall be assessed for the first copy of each item.

III.2.3 Upon ratification of this agreement, the Board shall provide sufficient copies of the agreement prepared for the Association for its distribution to each teacher in the District.

III.2.4 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards, at least one of which shall be provided in each school building.

III.2.5 FAIR SHARE AGREEMENT

III.2.5.1 Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

III.2.5.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of a non-member.

- III.2.5.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- III.2.5.4 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, 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 Education Labor Relations Board.

ARTICLE IV

WORK DAY AND WORK HOURS

IV.1 WORK DAY

IV.1.1 The normal teacher workday shall constitute a 7 hour and 25 minute workday, except when the official school calendar indicates a shortened school day. On the last day of the work week or on a day preceding a holiday, teachers may leave five (5) minutes after the close of the day. Teachers should avoid being tardy and leaving early without permission.

IV.1.2 If students are dismissed due to adverse weather conditions, teachers may leave after students have left the school grounds. Teachers will be expected to stay if emergency duties require their presence.

IV.1.3 At the beginning of each school year, the administration and staff shall meet and agree upon a regular meeting day for faculty meetings. Teachers shall be available after school for parent conferences and student conferences at a time agreed upon by all parties.

IV.2 PREPARATION PERIODS

IV.2.1 Teachers shall be provided adequate planning time. This time shall not average less than (30) minutes per day, averaging on a weekly basis.

IV.2.2. **BREAK PERIODS:** Teachers shall be permitted to leave the building and grounds during their scheduled lunch period. A teacher may leave the building and grounds during their scheduled planning period by utilizing the sign-in/sign-out sheet located in the building office.

IV.3 Teachers may be required to spend up to twenty-two (22) additional hours in after school activities connected to curriculum improvement, instructional materials or continuing education in-service training. Each teacher participating in above activities will be compensated at a rate of \$20 per hour. This training will occur during the school year and will be in addition to any institute and School Improvement Days. Teachers will be given at least five (5) school days notice prior to required training. The duration of a training session will be limited to two (2) hours, to begin at the closing of the school day, not to exceed one (1) day per work week.

ARTICLE V

CLASS SIZE

- V.1 The Superintendent and Board shall constantly appraise the student-teacher ratio at all grade levels.

ARTICLE VI

LEAVES

Paid Leaves

VI.1 SICK LEAVE

VI.1.1 Teachers shall be granted fifteen (15) days sick leave, plus any personal leave days converted as per Article VI.2, with full pay, annually. Sick leave may accumulate to a maximum of 249 days at the end of the school year the first year of the contract; 264 days at the end of the school year the second year of the contract; 279 days at the end of the school year the third year of the contract; and 294 days at the end of the school year the fourth year of the contract.

Sick leave, as described in the School Code, Section 24-6, is 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, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, and sons and daughters-in-law, nieces, nephews and legal guardians. The Board of Education may require a physician's certificate to verify illness of any employee if it deems it necessary.

At the end of the school year, the teacher may choose to be reimbursed at the rate of substitute pay for up to a maximum of twelve (12) days for any unused sick leave after accumulating one hundred eighty (180) days; or the teacher may choose to add all remaining sick leave days to those already accumulated.

VI.1.1.a SUBSTITUTE CALLS

Teachers shall be responsible for calling their own substitutes. If a substitute cannot be obtained after two calls, the teacher should call the principal for assistance. If the teacher is too ill to call a substitute, the teacher should contact the principal immediately.

VI.1.2 Medical or Nursing Care – A teacher may use a maximum of five sick leave days per year to make arrangements for medical or nursing care for a member of his/her immediate family as defined in VI.1.1 above. Before these days may be used the teacher must first have used all of his/her personal leave days.

VI.1.3 A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, pink eye, or head lice shall suffer no diminution of

compensation and shall not be charged with loss of personal sick leave if it is determined that the condition resulted from performing his/her duties at District 50.

VI.2 PERSONAL LEAVE

At the beginning of each school year, each teacher shall be credited with two (2) days to be used for personal business. The date of the request shall be reported to the principal within a reasonable time for his approval. At the end of the year, any teacher who has unused personal leave days may choose from the following: (A) be reimbursed in full-day increments for up to two (2) full unused personal days at the rate of substitute pay, or (B) roll over up to two (2) full unused personal days to the next school year. At no time shall a teacher have more than four (4) days of available personal leave. Any half-day increments shall be converted to sick days at the end of the year. Payment shall be made in the June payroll.

VI.2.1 BEREAVEMENT LEAVE

Each teacher shall be granted two (2) bereavement leave days for use during the school year. These days may be taken in one-half (1/2) days increments. Bereavement leave shall not accumulate from year to year.

VI.3 PROFESSIONAL LEAVE

VI.3.1 Teachers may be permitted to attend one (1) annual, regional, or state conference related directly to his/her field of instruction. Conventions or workshops requiring missing of no more than two (2) days of school require prior approval by the superintendent. Meetings of longer duration may be granted with approval of the Board. Teachers shall be reimbursed for registration fees, travel expenses, and meals. Receipts must be submitted to the superintendent for his approval before the teacher is reimbursed. The per mile rate for travel expense shall be at the standard mileage rate approved by the Internal Revenue Service for income tax purposes.

VI.3.2 Leaves to attend advisory/policy making meetings may be granted at the discretion of the superintendent.

VI.4 JURY DUTY

A teacher called to jury duty shall, upon his/her request, be granted leave with pay to fulfill these responsibilities, providing that the school district be reimbursed the amount received by the teacher for said jury duty.

Unpaid Leaves

VI.5 STUDY LEAVE

A leave of absence of up to one (1) year may be granted a teacher upon application to the Board, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Teachers returning from leave cannot be guaranteed a return to the same position or assignment.

VI.6 SPECIAL LEAVE

Teachers on leave for military service or legislative duty may continue benefits such as insurance and TSI if they reimburse the district for full costs of the benefit.

VI.7 MATERNITY LEAVE

Maternity leave of up to one (1) year shall be granted to any female teacher who becomes pregnant. A statement from a physician and a request for leave must be presented to the Board for official approval. The request for leave should be made as soon as it is determined that a pregnancy exists and a leave will be requested. The beginning and termination dates of the leave shall be determined by the teacher and the Board. If there is disagreement between the teacher and the Board, the teacher's doctor shall decide the beginning and termination dates.

VI.8 NOTIFICATION OF LEAVE

The teacher shall notify his/her building principal, within a reasonable amount of time, before any leave is taken.

ARTICLE VII

Notification of Assignments

- VII.1 In the event changes in assignments are proposed, the teacher affected shall be notified by August 1, with any change thereafter requiring consent of the teacher.
- VII.2 Vacancies or Transfers

The Superintendent will send written notice of all vacancies for any certified teaching position and all extra-curricular assignments to the faculty. Teachers will notify the Superintendent in writing for the purposes of transferring or applying for new positions. Faculty applications will be given consideration before any other applications. Those applicants denied a voluntary transfer shall be given written notice by the Superintendent no later than ten (10) working days following the denial of the position.

ARTICLE VIII

Teacher Benefit Options

VIII.1 LIFE INSURANCE

The Board shall provide without cost life insurance protection in the amount of \$10,000 to those teachers who enroll in the health insurance plan. In the event of accidental death, the insurance shall pay double the specified amount.

VIII.2 HEALTH INSURANCE

Each teacher may choose one of the following options:

- VIII.2.1.1 **OPTION 1** Individual employee insurance premium shall be paid by the Board for the duration of the contract at the Platinum level of the Egyptian Area Schools Employee Benefit Trust. The teacher shall pay the difference between the full cost of the family plan and the amount paid by the Board. This difference shall be deducted from the teacher's pay.

- VIII.2.1.2 **OPTION 2** The Board shall pay 30% of the individual insurance premium or \$1500, whichever is more, to the teacher in the June payroll in lieu of health insurance. Retirement and taxes shall first be deducted.

- VIII.2.2 Each teacher shall state his/her Option in writing by September 15 of each year.

- VIII.2.3 Both parties will have input on the insurance specifications and the carrier.

ARTICLE IX

Education Incentive

- IX.1 Each teacher shall be reimbursed a maximum of two hundred fifty dollars (\$250) per semester hour or actual cost (less tax) if less for approved course work taken during the term of this agreement.
- IX.2 The course work must first be approved by the Superintendent. Forms for this approval shall be made available at all building sites.
- IX.3 Report cards must be filed with the Superintendent at the completion of the course.
- IX.4 A grade of A or B must be attained to receive the incentive pay.
- IX.5 A maximum of nine (9) semester hours shall be granted per year.
- IX.6 Payment shall be made to the teacher in the pay period following submission of the report card.

ARTICLE X

Salary Schedule

- X.1 Teachers shall be paid according to the salary schedule. Any new teacher hired shall receive no more than ten (10) years experience on the salary schedule.
- X.2 The Board of Education shall pay the Employee's contributions to the State of Illinois for TRS and THIS purposes as currently scheduled by the Teacher's Retirement System as of August 1, 2005. (see Appendix B). The employees shall assume liability for all new or additional additions which may come through new legislation or other additions beyond what is currently projected according to Appendix B.

The Board will pay an additional 0.5% which can apply to TRS or THIS in the final year of the agreement if needed.

X.3 PRE-RETIREMENT BONUS

Teachers, who have at least fifteen (15) years of service to the District, is at least fifty-five upon retirement for TRS purposes and will not cause the District to incur any TRS/AERO retirement penalties due to retirement on the established date may take advantage of this pre-retirement agreement.

ADVANCED NOTICE TRS CREDITABLE EARNINGS INCENTIVE

Under the terms of the agreement the eligible retiring employee must submit an irrevocable letter of retirement by September 1st of the school year in order to initiate the pre-retirement agreement during that year. The letter must specify the close of the school year in which retirement shall occur. In return the employee shall receive a maximum benefit of \$6,600, which shall include all TRS payments paid on behalf of the employee by the Board for the portion that the employee would otherwise be responsible. Said payments shall be deducted from the \$6,600 and paid to TRS on behalf of the employee.

The \$6,600 shall be paid as creditable earnings over the last one, two, or three years of the employee's service to the District. The incentive amount in the first year of the pre-retirement agreement shall be paid as salary by increasing the employee's total creditable earnings, which shall include all forms of compensation recognized by TRS as creditable earnings, to 6% over the total creditable earnings for the previous year. In any subsequent year the total creditable earnings shall be increased by 6% over the prior year's total creditable earnings until the entire \$6,600 is paid out, allowing any necessary percentage adjustment in the final year so \$6,600 is not exceeded. The following calculation shall be used to determine when the benefit is paid in full.

Take the total amount of all adjusted creditable earnings earned during the entire pre-retirement period.

MINUS

The total of all the employee's creditable earnings for the same period of time using placement on the salary schedule as if the employee had remained on the salary schedule, plus all other creditable earnings that would normally be paid during that time period;

EQUALS

\$6,600

The duration of the pre-retirement agreement need not exceed the minimum number of years required for payment of the \$6,600 utilizing the formula provided herein. In the event an employee retires prior to the time necessary to earn the entire \$6,600 using the payout schedule provided herein, the amount remaining shall revert to the District.

During the pre-retirement period a participating employee is not eligible for any contractual benefit that would increase the creditable earnings for that school year by more than 6% over the prior year.

During the time that the pre-retirement agreement is in effect, no participating employee shall be required to accept any new extra-curricular assignment or other new service for which the employee will not be fully compensated.

The District may reduce the salary of a participating employee appropriately should that employee voluntarily resign from any extra-duty or service performed in the year prior to the advent of the pre-retirement agreement.

The provisions of Article X.3 shall sunset with the expiration of the current collective bargaining agreement and may be bargained at the discretion of the parties in a successor agreement; however, any employee offering a letter of retirement as outlined herein will receive the \$6600 as a minimum guarantee through up to three years as outlined herein regardless of the inclusion of this provision in successor agreements.

Either party may request to reopen consideration of this provision following any legislative changes or rule changes that affect this provision for the purpose of making appropriate revisions.

ARTICLE XI

Teacher Evaluation

- XI.1 All teachers will be evaluated in the classroom according to the established district evaluation plan. The procedures for evaluation will be set by an advisory committee composed of administrators and a committee of teachers chosen by the association. The procedures will be reduced to writing and distributed to each teacher.

ARTICLE XII

Grievance Procedure

XII.1 DEFINITION OF A GRIEVANCE

A grievance is an alleged violation regarding wages, hours, conditions of employment, and other matters subject to collective bargaining.

XII.2 PROCEDURE

Since it is important that grievances be processed as rapidly as possible the following procedures shall be followed:

XII.2.1 STEP 1 A teacher with a grievance shall first discuss it with the principal with the idea of resolving the matter informally.

XII.2.2 STEP 2 If the teacher is not satisfied with the disposition of the grievance in STEP 1, the aggrieved shall prepare a written statement of the grievance within ten (10) working days of the response from the principal. The written grievance shall state the following.

- A. The nature of the grievance.
- B. The specific clause or clauses of this agreement allegedly violated.
- C. The remedy requested.

The aggrieved shall present one copy to the principal and one copy to the Superintendent. After receiving the written statement, the Superintendent shall arrange for a meeting to take place between the principal, the Superintendent, the aggrieved, and a local Association representative. This meeting shall take place within five (5) working days after the receipt of the written statement by the Superintendent. Within ten (10) working days after the meeting the teacher shall be provided with the Superintendent's written response, including the reasons for the decision.

XII.2.3. STEP 3 If the aggrieved is not satisfied with the disposition of the grievance at STEP 2, the aggrieved shall request the Superintendent to present to the Board of Education a complete report of the grievance and the steps that have been taken to resolve the problem at the regular scheduled board meeting or at a special meeting. At this meeting, in executive session, the Board or its designee(s) shall meet with the Superintendent, the aggrieved, and an Association representative for the purpose of resolving the grievance. Within ten (10) working days of this meeting with the Board, the aggrieved shall be given a written response from the Board, including the reasons for the decision.

XII.2.4. STEP 4 If the Association is not satisfied with the disposition of the grievance at STEP 3, the aggrieved may submit the grievance to final and binding arbitration, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) days of the date for the Step 3 answer, then the grievance shall be deemed withdrawn. 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.

XII.3 BYPASS TO SUPERINTENDENT

If the aggrieved and the Superintendent mutually agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

XII.4 BYPASS TO ARBITRATION

If the Board and the aggrieved mutually agree, a grievance may be submitted directly to arbitration.

XII.5 FILING OF MATERIALS

The aggrieved person may enter a written opinion concerning the grievance in his/her personnel file.

XII.6 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn prior to STEP 3 without establishing precedent.

XII.7 NO WRITTEN RESPONSE

If no written decision has been rendered by the Superintendent or the Board within the time limits indicated by a STEP, then the grievance may be processed to the next step.

ARTICLE XIII

No Strike Clause

XIII.1 The Association agrees that it will not strike during the term of this agreement.

ARTICLE XIV

Separability

- XIV.1 If any provision of this agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- XIV.2 Within thirty (30) days of receipt of notification of such findings either party may give written notice of its intent to begin negotiation on the affected matter.
- XIV.3 If within a reasonable amount of time after negotiations have begun no agreement has been reached, the matter shall be referred to binding arbitration under the rules and regulations of the American Arbitration Association.

ARTICLE XV

Duration of Agreement

XV.1 This Agreement shall be effective as of December 18, 2008 and shall continue in effect until midnight on August 15, 2012. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a Successor Agreement.

In witness whereof the parties have caused this agreement to be executed by their duly authorized officers this 18th day of December, 2008.

Board of Education
Pinckneyville District #50

BY: Markus S. Sullivan
Its President

Attest:

R.H. Swa
Its Secretary

P.E.E.A.

BY: Kathy Klocke

Attest:

Becki Cowley
Its Secretary



EMPLOYER BULLETIN

New law changes contribution rates and employer contributions; modifies ERO

June 2005

On June 1, 2005, Public Act 94-0004, which was formerly Senate Bill 27, was signed into law. This legislation contained a number of provisions that will impact TRS-covered employers.

Increase in member contribution rate

Beginning with the 2005-06 school year, the member TRS contribution rate will increase from 9 percent to 9.4 percent for all members.

Contribution rates are summarized below.

Contribution Type	2004-05	2005-06
TRS contributions		
Member TRS retirement contribution	9.00%	9.40%
Employer TRS retirement contribution	0.58%	0.58%
Employer TRS contribution on federally funded salary	10.50%	*7.06%
THIS Fund contributions		
Member THIS Fund contribution	0.75%	0.80%
Employer THIS Fund contribution	0.50%	0.60%

**See explanation on following page under "Decrease in federal contribution rate."*

Accrual basis

The new 9.4 percent member TRS contribution rate, as well as the other new rates, apply to salaries earned beginning July 1, 2005. You should use the new rate for administrators and summer school teachers whose July checks are payment for work performed in July. To clarify, use the new rate when you issue the first pay-

check for salary earned and reportable in the 2005-06 school year. For teachers whose summer checks are payment for work completed during the 2004-05 school year, do **not** use the new 9.4 percent rate.

Tax exemption

The 9.4 percent member TRS contribution is tax-sheltered. You must exclude TRS and THIS Fund member contributions from the employee's taxable income regardless of who actually pays the contributions.

Board-paid TRS factor

Contributions are calculated on the member's creditable earnings. When the employer pays any portion of the member's TRS contribution as a benefit, the board-paid TRS contribution must be included in creditable earnings, thus creating a compounding effect. If the board agrees to pay the full 9.4 percent member TRS contribution, a factor of 1.103753 must be used to calculate the member's creditable earnings. To calculate the contribution amount, a factor of .103753 is used.

If an employer continues to pay 9 percent of the member TRS contribution as a benefit and deducts the additional 0.4 percent from the member's salary, then the employer will continue to use the same 9 percent factor (1.098901). If the board pays any other portion of the member's contribution but not the full 9.4 percent, please refer to Chapter 3, page 15 of the *Employer Guide* for the appropriate factor.

Salary reduction method

Under this method, the 9.4 percent member TRS contributions are withheld from the member's gross pay. The contributions are then remitted to TRS by the employer.

Teachers' Retirement System
of the State of Illinois

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