

Negotiated Agreement Between
Pleasant Hill Community Unit School District #3
a n d
Pleasant Hill Teachers' Local #4042
IFT/AFT AFL/CIO

Effective July 1, 2014
t h r o u g h
June 30, 2015

Mike Peebles, Board of Education President
Kevin Masters, Board of Education Secretary
Ron Edwards, Superintendent
David Young, Union President
Christy Riddle, Union Secretary/Treasurer

Pleasant Hill Community Unit School District No. 3

Article II

Recognition

1.1

The Board of Education, Community Unit School District No. 3, Pleasant Hill, hereinafter referred to as the Board, recognizes the Pleasant Hill Teacher's Union - ITT, AFT, AFL-CIO - hereinafter referred to as the Union, as the exclusive bargaining agent for all full-time and part-time regularly employed certified teachers, with the exception of the superintendent and principal.

1.2

Part-time teaching personnel shall be included in the bargaining unit and subject to the terms and conditions of the agreement, but their salaries and benefits shall be based upon their fractionalized employment status. Part-time teaching personnel shall be defined as an employee who works more than 20 hours per week for more than one-half of an academic year.

1.3

The term "teacher(s)" or "employees", as used throughout this agreement, shall be defined in accordance with the description of the recognized bargaining unit in Article I, Section 1.1.

Article II

Union and Teacher Rights

2.1

Employees, as defined in Article I, shall have the right to join, or not to join, the Union and to participate in professional negotiations with the Board or its designee through representatives of their own choosing. The Board and the Union shall not discriminate against any employee for reason of membership or non membership in the Union, participating in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this agreement.

2.2

The local Union shall have the right upon approval of the building principal or superintendent to use the school building for meetings at a time when school is not in session provided that such meetings do not interfere with instructional and/or extra-curricular programs. All meeting areas shall be approved by the building principal. Whenever special custodial service is required, the Board may make a reasonable charge for the service.

2.3 - Bulletin Boards and Mailbox Use

The Board agrees that a bulletin board shall be provided the Union in each school building for posting notices of activities and other matters of Union concern. The bulletin board shall be designated by the building principal.

The local Union may use employee school mailboxes for Union matters. No political literature shall be posted on the bulletin boards or distributed through employee mailboxes.

Article III
Employee Access to Personnel File

3.1

Each employee shall have the right to review the contents of his/her personnel file, subject to the following conditions:

- A. The Board shall provide the employee with the inspection opportunity within seven (7) working days after the employee makes the request. If the employer can demonstrate, through a reasonable showing, that such deadline cannot be met; the employer shall have an additional seven (7) working days to comply.
- B. The employee shall not be entitled to inspect or view any materials exempted from such inspection or viewing under Section 10 of the Illinois Personnel Records Act.
- C. The employee's review of his/her personnel file shall take place during the normal working hours of the central unit office building. The superintendent and/or his designee reserve the right to be present at such review.
- D. The employee shall not be entitled to remove any part of his/her personnel records from the personnel file.
- E. The Board shall grant two (2) inspection requests per employee in a school year, provided that the requests are made at reasonable intervals.
- F. After the employee has reviewed the contents of his/her personnel file, the employee may request that copies be made of specified information contained in the file. The Board shall charge ten cents per page as a fee for the cost of reproduction.

3.2

Teachers

- A. All tenured teachers shall be evaluated at least once in the course of two (2) consecutive school years. Non-tenured teachers shall be evaluated at least twice each school year. Evaluations for tenured teachers and non-tenured teachers shall be conducted pursuant to the Teacher Evaluation Plan and Instrument approved by the Illinois State Board of Education (ISBE) as required by the Illinois School Code.
- B. An evaluation committee consisting of not more than two (2) Union members and not more than two (2) Administrators shall convene as soon as practicable to develop a Teacher Evaluation Plan and Instrument in compliance with the Illinois School Code. The evaluation committee shall consist of at least one (1) Union member from elementary, junior high school and high school. The Teacher Evaluation Plan and Instrument shall address, but not be limited to, a teacher's attendance, planning, instructional methods, classroom management and competency in the subject matter taught. The evaluation committee shall discuss and consider how best to address ideas and matters of concern in the Plan and Instrument. The Plan will provide that a teacher shall be rated only as "excellent", "proficient", "needs improvement", or "unsatisfactory". The evaluation committee shall submit to the Union and Board for approval and ratification the

Teacher Evaluation Plan and Instrument within thirty (30) calendar days of ratification of this Agreement. The Union and Board shall in good faith negotiate and ratify any final modifications to the Plan and Instrument within thirty (30) calendar days following submission by the evaluation committee. The Union and Board shall cooperate in securing approval of the Teacher Evaluation Plan and Instrument by the ISBE. The parties agree the Teacher Evaluation Plan and Instrument approved and ratified by the parties may be used by the Administration to evaluate teachers pending approval by ISBE. If the ISBE requires modifications to the submitted Teacher Evaluation Plan and Instrument, the parties shall accept and implement the changes to the Plan and Instrument. The parties agree that evaluations conducted by the Administration prior to ISBE approval or required modifications to the Teacher Evaluation Plan and Instrument will not be challenged by the teachers evaluated to that point in time.

Each subsequent year, the evaluation committee shall convene May 15th to review, discuss or recommend any changes to the evaluation procedures, Plan and Instrument for teachers. If changes are recommended, the Board and Union shall have the opportunity to negotiate those changes in good faith prior to the parties' ratification and submission to ISBE for approval.

- C. Nothing contained herein shall limit an Administrator's right to discuss with a teacher performance of assigned duties or responsibilities during the school day.

3.2.1 Joint Committee

- A. The Joint Committee, as established pursuant to Public Act 97-008 (SB7), shall continue to meet as necessary and as required by law.

Article IV Leaves

4.1.1 Sick Leave

- A. Teachers shall be entitled to twelve (12) days sick leave per year. Unused sick leave shall accumulate to maximum days allowed by T.R.S.
- B. Each employee shall be given notice of his/her total accumulated sick leave credit at the beginning of each school year.
- C. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family.
- D. For the purpose of sick leave, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
- E. The superintendent and/or his designee shall monitor the use of employees' sick leave. After an absence of three (3) consecutive days for personal illness, the employee may, at the superintendent's discretion, be required to furnish a physician's certificate of treatment.
- F. Excessive absenteeism or a recurring pattern of absenteeism under this clause shall be reviewed by the superintendent and/or his designee. The superintendent

may, at his own discretion, request at any time a physician's statement from an employee suspected of abusing sick leave.

- G. Employees also have the option to give any of their unused sick days to another certified employee who may be in need of the days for an emergency situation.

4.1.2 Personal Days

Upon request to the superintendent or his designee, teachers may be allowed five (5) personal days per school year, subject to the following conditions:

- A. At least three (3) days prior written notice must be given to the principal.
- B. No personal leave day may be taken immediately before or immediately after a holiday or any vacation period unless prior approval is granted by the superintendent.
- C. Personal leave days cannot be taken during the first week and the last week of the school year without special advance written permission of the superintendent. The superintendent retains the right to approve or disapprove such requests and his judgment is final.
- D. All personal leave days granted must be taken in increments of not less than one-half day at a time.
- E. All personal leave days are subject to the availability of a substitute. The superintendent shall be the sole judge of whether such substitutes are available.
- F. No more than two (2) teachers may be granted personal leaves on the same day.
- G. As stated in 4.1.1, unused personal leave days may be added to the accumulated sick leave.
- H. In the case of an emergency, the above listed conditions may be waived, at the sole discretion of the superintendent.

4.1.3. Jury Leave

Employees who lose work time in the District on days they are scheduled to teach due to service on jury duty shall lose no salary thereby provided that:

- A. They provide notice to the administration of the scheduled dates of their absences upon receipt of the jury duty notice; and
- B. They remit to the Board any money received for such service.

4.2 Unpaid Leaves:

4.2.1. Leave of Absence

Leaves of absence without pay may be granted to tenured employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time consistent with the needs of the District as determined by the Board.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one year may be granted to tenured teachers according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least ninety (90) calendar days before the leave is desired, and all leaves are subject to final and non-reviewable approval by the Board.
- B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- C. The employee shall inform the superintendent of his/her desire to return to a similar position no later than February 1. If the employee fails to inform the superintendent prior to February 1, the employee waives his/her right to future employment in the district.
- D. Leaves of less than one month, if acceptable and approved by the superintendent, will not require Board approval or a three months' notice.
- E. Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least ninety (90) days in any given school year in which leave is effective.
- F. A teacher on a leave of absence without pay shall not lose tenure. An unpaid leave of absence shall not count when determining district seniority.
- G. In the case of an emergency, the above listed conditions may be waived at the sole discretion of the superintendent.

4.3 Maternity Leave

Tenured teachers who are pregnant are eligible for maternity leave subject to the following conditions:

- A. Maternity leave shall be an uncompensated leave of absence. However, accumulated sick leave may be used in lieu of or combined with uncompensated leave.
- B. Any leave related to pregnancy shall be for a fixed period of time. The extent of this leave would be that as recommended by a physician and subject to the approval of the superintendent. Written request for the leave shall be made to the superintendent no later than sixty (60) days prior to the date the leave is to commence. The request shall state the anticipated beginning and ending dates of the leave and type or combination (sick and/or unpaid) leave(s) desired. No unpaid leave, sick leave, or combination thereof related to pregnancy shall exceed one (1) calendar year.
- C. To ensure minimal disruption of the educational process, the termination of all leaves without pay or all leaves without pay combined with sick leave shall coincide with the close or commencement of established grading periods. Subject to the approval of the superintendent, the termination date of all leaves without pay or all leaves without pay combined with sick leave may

fall at a time other than the close or commencement of the established grading period. When possible, any pregnancy-related leave will commence at the close of a grading period.

- D. No later than seventy-five (75) days prior to the termination of pregnancy-related leave, the teacher shall submit to the superintendent written notice of her intent to return to a similar teaching position. Failure to do so will result in the teacher waiving her right to future employment with the district.
- E. A tenured teacher's request for unpaid leave or combined unpaid sick leave due to pregnancy shall be subject to final approval of the Board of Education.

5.1 Mileage

Mileage shall be paid for all authorized travel required by the district at the rate of 55.5 cents per mile.

Article VI

6.1 Work day

Teachers are required to be on campus during regular school days beginning at 7:55 am until 3:30 pm and at other times as assigned, such as morning duty, after school bus duty, etc. These times will be assigned by the building administrator.

Article VII

7.1 Notification of Assignments

- A. All certified employees shall be given notice of their tentative assignments for the forthcoming year no later than July 1 preceding the new school term. In the event changes in such assignments are required, the employee affected shall be notified promptly, in writing. The employee shall be allowed to resign if such proposed change is not acceptable. The effective date of said resignation shall be twenty-four (24) hours after a suitable replacement assumes the assignment in question.
- B. Staff may choose to determine class sponsor assignments at the high school level. The superintendent is reserved the right to re-assign class sponsors as needed if not in agreement, or if he feels that the choices of the staff are inappropriate.

7.2 Vacancies

The superintendent shall post in each attendance center a notice all certified vacancies for which certified teaching personnel are qualified as they occur in the district. Notices of vacancies shall be mailed with paychecks during the summer months.

Article VIII

8.1 Certification/Qualification

Each certified teaching employee must meet the requirements as established by the Illinois School Code and the State Board of Education for teaching in the State of Illinois.

8.2 Reduction In Force

If the Board decides to reduce the number of tenured teacher positions or to discontinue a particular type of educational program or teaching service, then those tenured teachers reduced shall receive written notice of honorable dismissal by registered mail at least forty-five (45) calendar days before the last day of the school term.

- a) Group 1 – Probationary teachers who have not received a performance evaluation rating;
- b) Group 2 – Teachers with a “Needs Improvement” or “Unsatisfactory” performance evaluation rating on either of the teacher’s last (2) performance evaluation ratings;
- c) Group 3 – Teachers with a performance evaluation rating of at least “Satisfactory” or “Proficient” on both of the teacher’s last (2) performance evaluation ratings, if (2) ratings are available, or on the teacher’s last performance evaluation rating, if only one rating is available, unless the teacher qualifies for placement in Group 4 hereafter;
- d) Group 4 – Teachers whose last (2) performance evaluation ratings are “Excellent” or who has (2) “Excellent” performance evaluation ratings out of the last (3) performance evaluation ratings with a third rating of “Satisfactory” or “Proficient”.

The Board, in consultation with a Committee of (2) Association members and (2) Administrators, shall establish a sequence of dismissal list categorized by position and the groupings 1 through 4 as set forth hereinabove. This sequence of dismissal list shall be finalized and distributed to the Association at least seventy-five (75) days before the last day of the school term. The sequence of dismissal shall comply with §24-12(b) of the Illinois School Code. Within Group 3 and Group 4 described hereinabove, dismissal order shall be determined by seniority. Each year, with notice to the Association, the Administration can move teachers from Group 1 (if evaluated) to another group between the 75th and 45th day prior to the end of the school term. On or before May 10th of each year, the Superintendent shall deliver to the Association President the category of positions list.

Performance evaluation ratings shall be based upon the overall summative evaluation rating. Non-summative evaluations conducted as a part of a professional development plan after a “Needs Improvement” rating or as part of a remediation plan following an “Unsatisfactory” rating shall not be used for determining a teacher’s final performance rating.

8.3 Recall Rights

1. Recall shall be conducted in inverse numerical order by position.
2. Recall rights shall not extend to probationary teachers that the Board dismisses or non-renews. The Board has the sole discretion to decide which probationary teachers should be dismissed or non-renewed. The Board may in its sole discretion extend to non-tenured teachers honorable dismissal rights under this Agreement on a case-by-case basis.
3. Recall shall extend to the following school term or within one calendar year from beginning of next school term.

4. Only those in Groups 3 and 4 will maintain recall rights. However, those in Groups 1 and 2 (including tenured) will not maintain recall rights.
5. During the next school term, or within one calendar year from the start of the next school term, any vacant positions becoming available must be given to teachers who were RIF'd, from groupings 3 and 4 to the appropriate qualified position.

If the number of honorable dismissals based on economic need is more than 15% of the number of full-time equivalent positions filled by teachers (not including principals and administrators), recall period is the following school term or within 92) calendar days from the beginning of the next school term.

Article IX

9.1 Definitions

9.1.1

A grievance is a claim by the Union, an employee, or group of employees, involving an alleged violation, misinterpretation, or misapplication of the terms of this agreement.

9.1.2.

All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all week days.

9.1.3

Nothing contained herein shall be construed as to limit the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the agreement.

9.2 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

9.2.1- Step One

The grievant or Union shall present the grievance in writing within ten (10) days of the event giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall provide a written answer to the grievance or the aggrieved teacher within ten (10) days after receipt of the grievance.

9.2.2 - Step Two

If the grievance is not resolved at Step One, the aggrieved or Union may refer the grievance to the superintendent or official designee within ten (10) days after the receipt of the Step One answer. The superintendent shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the superintendent's written response.

9.2.3 - Step Three

If the Union is not satisfied with the disposition of the grievance at Step Two or the time limits expire without the issuance of the superintendent's written reply, the Union may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, 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 Two answer, then the grievance shall be deemed withdrawn. If both parties agree, the Expedited Arbitration Rules of the American Arbitration Union shall be used. If either party disagrees to use the Expedited Arbitration Rules, the grievance shall be processed using the Voluntary Labor Arbitration Rules.

- A. Neither the Board of Education nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.
- B. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School Board and the Union, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement
- C. Each party shall bear the full costs for its representation in the grievance procedure.
- D. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript if both parties order a transcript, the costs of the two transcripts shall be equally divided between the Board and the Association.
- E. Each party shall share equally the cost of the arbitrator and the A.A.A.

9.3

Failure of an employee or union to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.

9.4

Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.

9.5

Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two if mutually agreed upon by the employee and the superintendent.

9.6

Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level maybe initially filed by the Union as Step Two.

9.7

The Board acknowledges the right of the teacher to have a Union representative present, if the grievant requests one, at Steps Two and Three. No teacher shall be required to discuss any grievance if the Union representative is not present, if one is requested.

9.8

No reprisals shall be taken by the Board or the administration against a teacher because of his participation in a grievance.

9.9

With the superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in Section 8.2, Steps One, Two, and Three. In addition, the Union designee shall be released from his or her regular assignment, but the Union shall reimburse the District for the cost of the substitute, if one is hired.

9.10

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

9.11

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

If the Union or any employee files any claim or complaint in any -form other than under the grievance procedure of this Agreement, and then the Board shall not be required to process the said claim or set of facts through the grievance procedure.

Article X No Strike

During the term of this Agreement and any extension thereof no employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Union shall engage in, authorize, or instigate any strike, slowdown, of other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the school district. It is understood and agreed that any employee violating this provision of the Agreement shall be subject to disciplinary action by the Board, up to and including dismissal.

Article XI

Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

Waiver of Additional Bargaining

The parties hereby acknowledge that the terms and conditions included in this agreement represent the full and complete understanding between the parties. The board and the Union, for the life of this agreement, each waive any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this agreement was negotiated or signed and that any bargaining will be limited to a successor agreement, except that with the written mutual consent of both parties, such matters may be discussed and the agreement modified.

Management Rights

It is agreed that all subjects and rights which are beyond the scope of negotiations under the Illinois Educational Labor Relations Act, and also all subjects and rights which are within the scope of negotiations but which are not limited by the terms of this Agreement, are retained by the District. The District therefore retains the right to act unilaterally on any matter during the term of this Agreement. The District shall have no obligation to negotiate the decision to take unilateral action or any effects or impact of such unilateral action.

Such subjects and rights include, but are not limited to, the determination of the following matters:

- A. The legal, operational, geographical, and organizational structure of the District, including the chain of command, divisions of authority organizational divisions and sub-divisions, external and internal boundaries of all kinds, and advisory commissions and committees.
- B. The maintenance of efficiency in governmental operations.
- C. All services to be rendered to the public and to the District personnel in support of services rendered to the public; the nature, methods, quality, quantity, and standards of service and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance, and repair services.
- D. The financial structure of the District, including methods for raising revenue and the establishment and maintenance of the District's overall budget and budgetary allocations.
- E. The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased; or otherwise controlled.
- F. The lawful utilization of personnel not covered by this Agreement.
- G. The selection, classification, direction, evaluation, promotion, demotion, discipline, retirement, layoff, and termination of all personnel of the District; the assignment of employees to any location and also to any facilities, classrooms,

functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when, or where there is a job opening;

- H. The job classifications and the content and qualification thereof;
- I. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;
- J. The dates, times, and hours of operation of District facilities, functions, activities, and operations;
- K. Safety and security measures for students, the public properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such masters.
- L. The determination of the curriculum, as well as educational policies, procedures, objectives, goals, and programs.
- M. All other rights and powers not expressly limited by the clear and explicit language of this Agreement, including all rights and powers granted by the State of Illinois, are also expressly reserved to the District.

The District retains its right to amend, modify, or rescind policies and practices referred to in this agreement for the duration of an emergency. An emergency shall be defined as those unforeseen circumstances arising from natural disasters, national emergencies, riots, police actions, or other incidents which substantially interrupt or threaten to interrupt the normal District operation and require immediate action.

The Board agrees to pay \$1500 per year toward educational classes to those who elect to take them. These classes must be at the graduate level, be part of a Master's program, or have prior approval from the superintendent.

The School Board and Teacher's Union agreed to:

School Year 2014 - 2015 1.5% increase + Zero Step

Term of Agreement

This agreement shall be effective July 1, 2014 and shall continue in effect until June 30, 2015.

This agreement is signed this 11th day of August, 2014.

Mike Peebles, President
Board of Education

David Young, President/Union

Kevin Masters, Secretary
Board of Education

Christy Riddle, Secretary/Union