

Contract Agreement

Pleasant Hill Community Unit School District No. 3

And

Pleasant Hill Teachers' Union

Illinois Federation of Teachers, Local 4042

July 1, 2021- June 30, 2024

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ARTICLE I
RECOGNITION

Article 1, Section 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 - IFT, 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.

Article 1, Section 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.

Article 1, Section 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

Article 2, Section 1 Non-Discrimination

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.

Article 2, Section 2 Access to Workplace

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.

Article 2, Section 3 Bulletin Board 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 2, Section 4 Personnel File

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.

Article 2, Section 5 Calendar Committee Membership

The Board, in the normal course of the formulation of the school calendar, agrees to consult with the Union prior to its development and adoption. This consultation shall be in the form of a calendar committee. The committee will provide recommendation to the Board. The calendar committee shall include two (2) PHTU voting designees plus no more than two (2) other voting members designated by the Superintendent. The PHTU will be provided with no fewer than two calendar options.

ARTICLE III WORKING CONDITIONS

Article 3, Section 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.

Article 3, Section 2 Workday

Teachers are required to be on campus during regular school days beginning at 7:55 am until 3:30 pm. Any other times as assigned outside of contracted hours (Morning duty, lunch duty, after school bus duty, etc.) will be paid at \$15 per day. This stipend will be paid monthly from a certified hourly time sheet that is to be submitted on the first of each month. These times will be assigned by the building administrator. There will be at least two school improvement days during the school year.

Article 3, Section 3 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 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.

Article 3, Section 4 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 3, Section 5 Evaluation

- 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.

Article 3, Section 6, Joint Committee

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

Article 3, Section 7, Appeals Panel Language

Members shall have the right to utilize the appeals process for “unsatisfactory” ratings under Section 24A-5, pursuant to Section 24A-5.5 of the School Code, and in accord with the process developed by the PERA Joint Committee.

While the PERA Joint Committee shall select and agree to who serves on the panel of qualified evaluators ("Panel"), the Panel shall be comprised of three members, of which, at a minimum, one member shall be a union member, who is a qualified evaluator. The PERA Joint Committee will review and may make changes to the composition of the panel each year.

If there are no members from the bargaining unit who are qualified, the union will select a member(s) and pay for the evaluator prequalification and retraining fees.

Article 3, Section 8 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 I - 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.

Article 3, Section 9 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 IV

LEAVES

Article 4, Section 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.

Article 4, Section 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, 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.

Article 4, Section 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.

Article 4, Section 4 Unpaid Leave

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.

Article 4, Section 5 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.

Article 4, Section 6 Sick Leave Bank

A Sick Leave Bank is established for eligible bargaining unit members of the Pleasant Hill Teachers' Union.

- A. All employees are eligible to join.
- B. Initially, in order to participate, all employees may voluntarily contribute personal or sick days to the bank by September 1st.
- C. Each year following, all employees will be required to donate at least one day in order to be eligible to withdraw from the bank.
- D. Any days not needed by an employee at the end of the year shall carry over to successive years.
- E. Donated days will not be reimbursed by the district.
- F. Once the bank has 100 days in it, only newly hired employees or current employees who have not previously joined will be required to donate days to the bank.
- G. Once an employee utilizes the sick leave bank, they must contribute at least one day to rejoin the bank.

The purpose of the Sick Leave Bank shall be to provide extended sick leave for employees who have exhausted their personally accumulated sick leave due to prolonged illness or injury to the employee or a member of his/her immediate family (spouse, children, parents, parents-in-law, legal guardian).

- A. Examples would include, but not be limited to, heart attack, cancer, car accident, major surgery, etc.
- B. This program would not be used for short-term illness or normal pregnancies.
- C. The bank shall not provide more than thirty (30) days for the benefit of one person.
- D. If there are not enough days in the bank to accommodate those being requested, then the days shall be divided equitably.
- E. Retirees who have accumulated more than 340 sick days may donate excess days to the sick bank.

A Sick Leave Committee, consisting of the Superintendent and two employees selected by the union, shall govern the Sick Leave Bank.

- A. An employee needing to make a withdrawal from the bank will submit a request to the committee.
- B. The Committee will review request in executive session.
- C. All requests and withdrawals will be confidential.
- D. The Committee will make available donation and request forms.
- E. The Committee may request verification from a doctor.

The above procedures will remain in force until any changes in the Sick Leave Bank are mutually agreed to by both parties.

ARTICLE V
SALARY AND BENEFITS

Article 5, Section 1 Salary Schedule and Retirement Shelter

- A. The School Board and Teachers’ Union agreed to:

If, for any reason, the flat percent increase is not satisfactory, and the Pleasant Hill Teachers Union desires to return to a salary schedule, a joint committee between the board and the union will create a new salary schedule and that salary schedule may be implemented in future contracts. Such a schedule would reflect all salary increases through the 2023-2024 school year.

Academic Advancement and Lane Movement

BA to BA+8	\$500
BA+8 to BS+16	\$500
BS+16 to BS+24	\$500
BS+24 to MS	\$1000
MS to MS+8	\$500
MS+8 to MS+16	\$500
MS+16 to MS+24	\$500
MS+24 to MS+36	\$1000
MS+36 to MS+48	\$1000

Lane movement will be added to salary before the percentage increase.

2021-2022 = 5%

2022-2023 = 4%

2023-2024= 3%

Salary Placement Schedule

New hires will be paid in accordance with Appendix A. No new hire will make more than a person in a cell with similar years of experience and education. A new hire will be given a maximum of ten (10) years of experience.

- B. In addition to the stated salary, the Board shall pay 9% contribution on all salary and co-curricular pay to the Illinois Teachers' Retirement System.

- C. Extracurricular Stipend Schedule shall be set forth in the current Appendix B. The percentages will be calculated using the base salary each year.

Article 5, Section 2 Insurance

Full-time, employees working more than 30 hours per week or 130 hours per month, are eligible for health, dental, vision and extra life insurance. For health insurance, the district pays what is required by law, which varies based on state requirements. Premiums will change each time requirements change (for example, 2021-2022, rates change in October and January). The district pays for \$10,000 life insurance for full-time employees.

Article 5, Section 3 Driving School Bus

All teachers driving a bus will be paid twenty-five dollars (\$25) per trip. If a teacher is pulled from their teaching duties and miss their plan time, they will be paid both the prep time rate and the twenty-five dollars (\$25) trip pay. If a sponsor has requested a driver for a field trip and a driver cannot be found, the twenty-five dollars (\$25) trip pay will be paid. Coaches driving an athletic event will be reimbursed at the same rate per trip. Reimbursement requests must be turned in by the tenth day of each month of the pay period in which it occurred.

Article 5, Section 4 Planning Period Pay

Teachers will be paid at the rate of twenty-five (\$25) dollars for each full class period for which they substitute internally. Teachers will also be compensated at the rate of twenty-five dollars (\$25) per planning period when a meeting cannot be scheduled at any other time. This does not apply to regularly scheduled and planned SIP days. Reimbursement requests must be turned in by the tenth day of each month of the pay period in which it occurred.

Article 5, Section 5 Credit Hours

Credits for advancement on the salary schedule must be filed in the Superintendent's office by May 31. Transcripts may be sent after this date but no later than June 30. In order to qualify for horizontal movement on the salary schedule, credit hours must be from institutions of higher education accredited by the state and regional accrediting agency wherein the institution is located and approved by the U.S. Department of Education to offer courses for credit.

Article 5, Section 6 Mileage Allowance

Mileage shall be paid for all authorized travel required by the district at the then applicable IRS rate. Reimbursement requests must be turned in by the tenth day of each month of the pay period in which it occurred.

Article 5, Section 7 Tuition Reimbursement

The Board agrees to pay \$2,000 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.

Article 5, Section 8 Retirement

If an employee gives the Board of Education an irrevocable notice of retirement by April 1st, three (3) years prior to the year of retirement, the Board of Education shall pay him/her a six percent (6%) retirement incentive, inclusive of any other increases in compensation for each year of the remaining three (3) years of service.

If an employee gives the Board of Education an irrevocable notice of retirement by April 1st, two (2) years prior to the year of retirement, the Board of Education shall pay him/her a six percent (6%) retirement incentive, inclusive of any other increases in compensation for each year of the remaining two (2) years of service.

If an employee gives the Board of Education an irrevocable notice of retirement by April 1st, one (1) year prior to the year of retirement, the Board of Education shall pay him/her a six percent (6%) retirement incentive, inclusive of any other increases in compensation for each year of the remaining one (1) year of service.

Once an employee submits an irrevocable notice of retirement, that employee shall be removed from the salary schedule contained in the negotiated contract. All calculations for salary increases will be based on the Teachers Retirement System (TRS) creditable earnings in the year in which the irrevocable notice of retirement is submitted. Once the employee submits an irrevocable notice of retirement as set forth hereinabove, that employee shall not be due or owed and may not receive and/or be paid by the school district TRS creditable earnings that would exceed six percent (6%) in the TRS creditable earnings the employee earned in the immediately preceding fiscal year. If the payment of this retirement incentive in any one year exceeds 6% of the teacher's total compensation over the previous year, then the balance shall be paid in the last year prior to retirement or as a severance pay after the teacher receives the last paycheck from the District used in calculating the teacher's retirement annually. The parties agree that none of the retirement incentives shall be paid to the teacher in such a manner to create a penalty on the District by TRS or to require the District to pay a "present value" sum that exceeds the TRS 6% cap.

To be eligible, an employee must submit an irrevocable letter of resignation by April 1st, which must also be accompanied by a TRS member, requested "Personal Statement of Benefits" and a "Benefits Estimate" confirmation of total years of service. In addition, an employee is considered eligible for the retirement incentive by meeting either of the following criteria:

- A. The employee becomes sixty (60) years of age by July 1 of the retirement year, has at least 10 years TRS creditable service, and 10 consecutive years of service within the Pleasant Hill Community Unit School District #3 and has met all requirements under the Illinois Pension Code as to eliminate any employer paid retirement penalty on behalf of the employee.
- B. The employee qualifies to receive a full pension annuity by reason of being at least fifty-five (55) years of age and having attained thirty-five (35) years of TRS creditable service and has ten (10) consecutive years of service within the Pleasant Hill Community Unit School District #3. Employees are also required to have met all requirements under the Illinois Pension Code as to eliminate any employer paid retirement penalty on behalf of the employee.

During the first year of this contract, individuals may notify the district of their intent to retire by November 1, 2021 and be eligible for the retirement incentives for one, two, or three years.

If any TRS rules or regulations governing the 6% cap for eligible retirees are adjusted or changed during the length of this contract, this Retirement Incentive will be reopened for bargaining to protect the individual and the district.

ARTICLE VI
GRIEVANCE PROCEDURE

Article 6, Section 1 Definition and Limits

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

Article 6, Section 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:

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.

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.

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 Arbitrator 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.

Article 6, Section 3 Constraints

- A. 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.
- B. 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.
- C. 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.
- D. Class grievances involving one or more teachers or one or more supervisors, and grievances involving an administrator above the building level maybe initially be filed by the Union as Step Two.
- E. 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 or if one is requested.

- F. No reprisals shall be taken by the Board or the administration against a teacher because of his participation in a grievance.
- G. 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.
- H. All records related to a grievance shall be filed separately from the personnel files of the teachers.
- I. A grievance may be withdrawn at any level without establishing precedent.
- J. If the Union or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the Board shall not be required to process the said claim or set of facts through the grievance procedure.

ARTICLE VII NO STRIKE

Article 7, Section 1 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, or 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 VIII EFFECT OF AGREEMENT AND TECHNICAL CLAUSES

Article 8, Section 1 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.

Article 8, Section 2 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.

Article 8, Section 3 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.

Article 8, Section 4 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 matters.
- 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.

Article 8, Section 5 Term of Agreement

This agreement shall be effective July 1, 2021, and shall continue in effect until June 30, 2024.

This Agreement was executed on the ____ day of June 2021.

PLEASANT HILL TEACHERS' UNION

BOARD OF EDUCATION, PHCUSD No. 3

BY: _____
President

BY: _____
President

Secretary

Secretary

Appendix A: Placement Schedules

21-22

Yrs. Of	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+36	MA+48
0	35,906	36,406	36,906	37,406	38,406	38,906	39,406	39,906	40,906	41,906
1	36,265	36,765	37,265	37,765	38,765	39,265	39,765	40,265	41,265	42,265
2	36,628	37,128	37,628	38,128	39,128	39,628	40,128	40,628	41,628	42,628
3	36,994	37,494	37,994	38,494	39,494	39,994	40,494	40,994	41,994	42,994
4	37,364	37,864	38,364	38,864	39,864	40,364	40,864	41,364	42,364	43,364
5	37,738	38,238	38,738	39,238	40,238	40,738	41,238	41,738	42,738	43,738
6	38,115	38,615	39,115	39,615	40,615	41,115	41,615	42,115	43,115	44,115
7	38,496	38,996	39,496	39,996	40,996	41,496	41,996	42,496	43,496	44,496
8	38,881	39,381	39,881	40,381	41,381	41,881	42,381	42,881	43,881	44,881
9	39,270	39,770	40,270	40,770	41,770	42,270	42,770	43,270	44,270	45,270

The Board pays an additional 9% to TRS.

22-23

Yrs. Of	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+36	MA+48
0	37,342	37,842	38,342	38,842	39,842	40,342	40,842	41,342	42,342	43,342
1	37,716	38,216	38,716	39,216	40,216	40,716	41,216	41,716	42,716	43,716
2	38,093	38,593	39,093	39,593	40,593	41,093	41,593	42,093	43,093	44,093
3	38,474	38,974	39,474	39,974	40,974	41,474	41,974	42,474	43,474	44,474
4	38,858	39,358	39,858	40,358	41,358	41,858	42,358	42,858	43,858	44,858
5	39,247	39,747	40,247	40,747	41,747	42,247	42,747	43,247	44,247	45,247
6	39,640	40,140	40,640	41,140	42,140	42,640	43,140	43,640	44,640	45,640
7	40,036	40,536	41,036	41,536	42,536	43,036	43,536	44,036	45,036	46,036
8	40,436	40,936	41,436	41,936	42,936	43,436	43,936	44,436	45,436	46,436
9	40,841	41,341	41,841	42,341	43,341	43,841	44,341	44,841	45,841	46,841

The Board pays an additional 9% to TRS.

23-24

Yrs. Of	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+36	MA+48
0	38,462	38,962	39,462	39,962	40,962	41,462	41,962	42,462	43,462	44,462
1	38,847	39,347	39,847	40,347	41,347	41,847	42,347	42,847	43,847	44,847
2	39,235	39,735	40,235	40,735	41,735	42,235	42,735	43,235	44,235	45,235
3	39,628	40,128	40,628	41,128	42,128	42,628	43,128	43,628	44,628	45,628
4	40,024	40,524	41,024	41,524	42,524	43,024	43,524	44,024	45,024	46,024
5	40,424	40,924	41,424	41,924	42,924	43,424	43,924	44,424	45,424	46,424
6	40,828	41,328	41,828	42,328	43,328	43,828	44,328	44,828	45,828	46,828
7	41,237	41,737	42,237	42,737	43,737	44,237	44,737	45,237	46,237	47,237
8	41,649	42,149	42,649	43,149	44,149	44,649	45,149	45,649	46,649	47,649
9	42,066	42,566	43,066	43,566	44,566	45,066	45,566	46,066	47,066	48,066

The Board pays an additional 9% to TRS.

Appendix B: Extracurricular Stipend Schedule

POSITION	% OF Base Pay
COACHES/ASSISTANTS	
Athletic Director	16
Asst. HS Boys Baseball	4
Asst. HS Boys Basketball	7
Asst. HS Football	7
Asst. HS Girls Basketball	7
Asst. HS Girls Softball	4
Asst. HS Girls Volleyball	7
Asst. JH Boys Basketball	5
Asst. JH Football	5
Asst. JH Girls Basketball	5
Asst. JH Girls Volleyball	5
Head 5/6 Boys Basketball	3
Head HS Boys Baseball	8
Head HS Boys Basketball	11
Head HS Boys Track	4
Head HS Football	11
Head HS Girls Basketball	11
Head HS Girls Softball	8
Head HS Girls Track	4
Head HS Girls Volleyball	11
Head JH Boys Basketball	9
Head JH Boys Track	4
Head JH Football	9
Head JH Girls Basketball	9
Head JH Girls Track	4
Head JH Girls Softball	4
Head JH Volleyball	9
HS Cheerleading	11
JH Cheerleading	9
SPONSORS	
Contests, Instrumental	2
Contests, Vocal	2
FFA	5
Freshman Sponsor	1
HS Quiz Bowl	3.25
JH Quiz Bowl	1.6
Junior Sponsor	3
Senior Sponsor	2.75
Sophomore Sponsor	1
Student Council	3
Weight Room Supervisor	5
Yearbook	2.5