

2009-2012

PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION
NORTH GREENE UNIT DISTRICT NO. 3
GREENE AND SCOTT COUNTIES, ILLINOIS**

AND

**THE NORTH GREENE EDUCATION ASSOCIATION
LOCAL #3818 IFT-AFT-AFL/CIO**

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PREAMBLE

Procedural Agreement

The Board of Education of District No. 3, Greene and Scott Counties, White Hall, Illinois, hereinafter referred to as the “Board,” and the North Greene Education Association Local #3818, hereinafter referred to as the “Union,” recognize the common aim of providing the best education possible for the youth of the District. Both parties acknowledge the attainment of this educational objective is a joint responsibility of the Board, the Administration and the supervisory staff, and professional teaching personnel.

The Board and the Union recognize that the attainment of educational objectives requires mutual understanding and cooperation among the Board, the administrative and supervisory staff, and the professional teaching personnel. To this end, the free and open exchange of news is desirable and necessary, with all parties participating in good faith.

The Board and the Union recognize that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

ARTICLE I
RECOGNITION

1.1 Recognition

The Board of Education of District No. 3, Greene and Scott Counties, White Hall, Illinois, hereinafter referred to as the “Board,” hereby recognizes the North Greene Education Association Local #3818, hereinafter referred to as the “Union,” as sole negotiation agent for all regularly employed full and part-time certified teachers and all regularly employed full and part-time non-certified employees in the titles of Custodian, Cook, Head Cook, Secretary, and Parent Coordinator; excluding all Bus Drivers, Bus Aides, Teacher Aides, Library Aides, Nurse Aides, Board Secretary, Mechanic, Nurse, Building and Grounds Director, Superintendent, Principal, Assistant Principal, and all managerial, supervisory and confidential employees as defined by the Illinois Educational Labor Relations Act.

Part-time employees shall be eligible for health and life insurance benefits as determined by the insurance carrier.

1.2 Teacher

The term “Teacher” when used hereinafter in this Agreement, shall refer to employees, whose jobs require professional certification (Teacher, Social Worker, Speech Therapist, Librarian, Guidance Counselor), represented by the Union in the negotiation unit as determined in Paragraph 1.1.

1.3 Sole Negotiator

The Board agrees not to negotiate with any organization other than the Union for the duration of this Agreement; further, no individual negotiations shall transpire between the Board and any bargaining unit employee on matters contained in this Agreement.

ARTICLE II

DEFINITION OF RESPONSIBILITIES AND RIGHTS

2.1 Good Faith Negotiations

The Board agrees to participate in good faith negotiations with the duly designated representatives of the Union.

2.2 Avenue of Redress

Both parties agree that it is their mutual responsibility to meet at reasonable times and to negotiate in good faith with respect to salaries, fringe benefits, and grievance procedures. Discussion of other terms and conditions of employment may be placed on Board agenda after such items have been processed through proper channels. Responses, when appropriate, shall be made within a reasonable period of time. This process is not to be considered part of the grievance process described elsewhere in this Agreement.

2.3 Negotiation Procedure

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations, and to reach final agreements which shall be presented respectively to the Board and Union for ratification.

2.4 No Reprisal

The Board and the Administration and the Union respectively agree that each party shall not bring any reprisal against the other party or members of said party for the duration of this Agreement for individual participation in these negotiations.

2.5 Union's Use of School Equipment and Facilities

The Board agrees that the Union and its representatives shall have the right to use school buildings for meetings and to transact official Union business on school property at all reasonable times, provided that this does not interfere with or interrupt normal school operation and provided all visitors during school hours obtain permission from the Principal's office before proceeding to their ultimate destinations. When special custodial service is required the Board may make a reasonable charge for this service. School equipment may be used if it does not interfere with regular school activity. School mailboxes may be used by the Union.

2.6 Board Supplied Information To Union

The Board shall furnish the Union President with the following documents and kinds of information as they are received, completed or compiled, or as otherwise indicated:

- A. Board Agenda;
- B. Official open minutes of Board Meetings;
- C. Monthly budget summaries;
- D. Individual school policy manuals and revisions;
- E. Board policy and manual revisions;
- F. Annual Auditor's Report and Management Letters;
- G. Current fiscal year budget; and
- H. Statistical information, not including names, pertaining to step placement, salary lane placement, extended service, and present insurance coverage.

Within ten (10) days after the approval of each previous open meeting's minutes, copies of the approved minutes shall be given to the Union President.

2.7 Union Appearance Before Board

If the Union requests to appear before the Board, it must submit the request to the Superintendent of Schools at least six (6) days prior to the regularly scheduled Board meeting. Such request shall contain the reason(s) for the meeting with the Board unless the reason is an administrator or his/her proposed decision concerning the Union or a member of the Union. In such case, the Board President shall be informed in writing of the reason(s).

2.8 Supervisor-Employee or Board-Employee Relationships

The Union and the Board of Education agree that matters relating to supervisor-employee or Board-employee relationships shall not be discussed in the presence of students.

2.9 Personnel File

Each employee shall have the right, upon request, to review the contents of said employee's personnel file maintained in the Unit Office and to place therein written reactions to any of its contents. Credentials and references may be removed by the Superintendent or his/her secretary; however, the employee shall be provided with a list of said credentials and references so removed. Except for pre-employment confidential materials, the employee may request one (1) copy of his/her file. The secretary shall have two (2) business days after the initial request to complete the task.

In addition, all materials in the present file shall be numbered.

All materials regarding a grievance shall be filed separately from the employee's personnel file.

2.10 Employee's Presence Before the Board

When any employee is required to appear before the Board of Education concerning a matter which will be discussed in a closed session of the Board of Education, the employee will be given written notice of the Board's intentions, which includes the

reasons for the employee's presence. Also, the employee will be entitled to have a representative of the N.G.E.A. present, if one is requested.

2.11 Union Representation of Disciplinary Matter Affecting Reemployment or Dismissal of Employee

When the Superintendent requires an employee to attend a meeting for disciplinary matters which could affect the reemployment or dismissal of said employee, that employee may request a Union representative to be present. If the Superintendent requires the meeting to be held during the working time of the employee or the representative, release time shall be granted. Normally, such meetings occur outside the workday.

The District subscribes to the concept of progressive discipline. While it is desirable to follow the normal sequence of progressive discipline, an infraction may be of such a serious nature as to warrant more severe actions immediately. Steps of progressive discipline: oral warning, written warning, suspension without pay and discharge.

2.12 Union Dues Deduction

The Board of Education agrees to deduct the current dues, as required by law.

2.13 Printing of Contract

The Board and Union shall share equally the cost of printing two hundred (200) copies of this Agreement, of which the Board shall receive fifty (50) copies. It is the responsibility of the Union to arrange for the printing and to update it each year. The Board shall receive its copies within thirty (30) days from the ratification of the Agreement by the Union.

2.14 Union Officers' Leave

Union officers (president, vice president, secretary, business managers, and building representatives) will be allowed an aggregate of fifteen (15) days, with at least twenty-four (24) hours' notice, to attend meetings of Union business. The Union will reimburse the District for the cost of the substitute.

2.15 No Strike

During the term of this Agreement, the Union agrees not to strike, or engage, support, or encourage any concerted refusal to tender full and complete services to the School District.

2.16 Posting of Vacancies/New Positions

Vacancy notices will be posted the same day for each attendance center on the administrative bulletin boards at each attendance center within ten (10) days prior to the

position being filled. Vacancies shall include teaching and extra-duty stipend positions as contained in this Agreement. Only positions that are newly created or become open due to the resignation, death or retirement of an employee shall be posted by the Administration. Any subsequent vacancy due to the outflow or the initial vacancy shall be posted by the Administration in all attendance centers for two (2) days. Employees within the bargaining unit will be given first consideration for said vacancy/new position. When filling a vacancy for a non-certified position, the Board shall first consider for the position the most senior qualified employee who has responded to the posting and is currently classified in a position for which the posting occurs. If there are no employees currently classified in the position for which the vacancy occurs who responded to the posting, the Board shall consider for the position the most senior bargaining unit employee, who meets the minimum qualifications for the position and who has responded to the posting.

(For the purpose of this section, “consideration” shall not restrict the discretion of the Board to interview or to hire such person (whether within the unit or not within the unit) as the Board may deem appropriate.

2.17 Verification of Documentation

In order to document the receiving of certain information, the District will stamp certain forms that require a response and/or involvement of an employee(s). Verification will be done by placing an official stamp on the following forms:

- A. Forms that require the District to reimburse the employee for expenditures owed the employee.
- B. Personal Leave requests.
- C. End of the year reports required by the Administration.
- D. Special education referral reports initiated by the employee.

2.18 Fair Share

The fair share provisions shall apply to all certified employees. The fair share provisions shall apply to all non-certified employees who are members of the bargaining unit and who are members of the North Greene Education Association Local #3818 on or after September 1, 1998, and to all non-certified employees of the bargaining unit hired after September 1, 1998.

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

- B. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.
- C. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-members employees and remitted to the Union within ten (10) workdays of said deduction unless required to remit fee to the Labor Board of Escrow.
- D. The Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.
- E. The Union and Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.
- F. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent charges therein.
- G. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.
- H. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rules of said Labor Board or court.

ARTICLE III

NEGOTIATIONS PROCEDURES

3.1 Start of Negotiations

Negotiations shall begin no earlier than April 15, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.

3.2 Tentative Agreements

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

3.3 Ratification

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

3.4 Request for Mediation

If agreement is not reached on all items prior to forty-five (45) days of the expiration of the date of this Agreement, either party may request a mediator to be selected by the Federal Mediation and Conciliation Service.

ARTICLE IV

EFFECT OF AGREEMENT

4.1 Modifications

The terms and conditions set forth in this Agreement represent the full and complete understanding commitment between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment executed in accordance with the provisions of this Agreement.

4.2 Individual Contracts

The terms and conditions of this Agreement shall be reflected in individual contracts.

4.3 Legality of Agreement

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically 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 for the duration of the Agreement if not affected by the deleted article, section, or clause.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 Definition of Grievance

A grievance shall mean a complaint that there has been alleged violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.

5.2 Statement of Basic Principles

- A. Every employee, group of employees, or the Union shall have the right to present grievances in accordance with the procedure.
- B. Any person who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- C. All parties have the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.
- D. Any grievance shall be filed within ninety (90) calendar days after the occurrence or ninety (90) calendar days after the knowledge of the occurrence.
- E. If the employee of the Union fails to pursue to the next step, or the Board or its Administration fails to respond within the time limits established in the grievance procedure which follows, the grievance shall automatically go to the next step.
- F. Any step of the grievance procedure may be bypassed and the grievance brought to the next step, if mutually agreed upon by the Union and the Superintendent. If the Superintendent and the Union mutually agree, a grievance may be submitted directly to arbitration.

5.3 Procedure

1st Step

An attempt shall be made to resolve any grievance by means of an informal, verbal discussion between the complainant and the lowest person in the administrative hierarchy who has the authority to make a decision on the matter. This person shall be designated to be the principal.

2nd Step

If the grievance cannot be resolved at the first step, it shall be put in writing and Presented to the administrator with whom the informal discussion was held. Within fifteen (15) school days of receipt of the written grievance, the administrator shall confer

with the aggrieved, the Union representation, if desired, and render a written decision to the aggrieved and the Union.

3rd Step

If the grievance is not resolved at the second step, the aggrieved may appeal the decision of the first step administrator to the Superintendent or his/her designee within fifteen school days following receipt of the written decision at the second step. Within five (5) school days after written appeal of the grievance is filed, the aggrieved, the Union representative, the Superintendent and his/her designee, and such other representative of the District as their party deems necessary, shall meet at a mutually agreeable time to discuss the grievance. If the grievance is not resolved to the satisfaction of the aggrieved at that meeting, the Superintendent or his/her designee shall prepare and deliver his/her written decision to the aggrieved and the Union within ten (10) days following said meeting.

4th Step

Appeal to the Board. If the grievance cannot be settled at the third step, the grievance shall be submitted to the Board of Education through the office of the Superintendent. After the grievance has been submitted, the Board shall hear the grievance together with such parties as either party may desire. It will be the intent of the Board to consider such a grievance whenever practicable at the regularly scheduled meeting next following submission of the grievance to the Board level. In no event, however, will such grievance be considered later than the second meeting (regularly scheduled) following mutually agreed upon by both parties.

5th Step

If the grievance is not resolved in accordance with the foregoing procedure, the Union may, within thirty (30) days after the receipt of the Board's written answer, 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 the demand for arbitration is not filed within thirty (30) days after receipt of the Board's answer, then the grievance shall be deemed, "withdrawn".

- A. The arbitrator shall not have the power to add to, subtract from, alter or modify in any way the terms or conditions of this Agreement.
- B. Each party shall bear the full costs of representation in the grievance procedure.
- C. If either party requests a transcript of the proceedings, that party shall bear full costs of that transcript, the costs of two transcripts shall be divided equally between the Board and the Union.
- D. Each party shall share equally the cost of the arbitrator and the AAA.

ARTICLE VI

EMPLOYEE COMPENSATION, FRINGE BENEFITS AND LEAVES

6.1 Personal Leave

Personal leave for business of a personal matter not covered by sick leave definitions, and which cannot be handled outside school hours, shall be granted to all personnel covered by this Agreement upon request for such leave. Request for such leave shall be submitted in writing to the Principal at least twenty-four (24) hours in advance of the proposed leave unless the Superintendent determines that an emergency has occurred, in which case the Superintendent shall be allowed to waive the twenty-four (24) hour written request.

The reason for personal leave need not be stated in detail. Each employee shall be granted two (2) pro-rata paid personal leave days each school year. For example, if an employee works half-time every day, that employee is entitled to two (2) half days of personal leave. It shall not be used for recreational purposes, for example, hunting, athletic games and vacations.

In the event an employee does not use a personal leave day during a school year as herein provided, such personal leave day(s) shall be accumulated as sick day(s).

6.2 Pay Periods

The Board of Education shall pay all employees covered by this Agreement on the first and fifteenth of the month. After November 1, 2006, all employees new to the district will have regular paychecks directly deposited and credited to accounts on these dates or on the first business day following these dates. Current employees may choose either direct deposit or paper checks. Teachers shall have the option of receiving their salary in eighteen (18) or twenty-four (24) installments. Those teachers who choose the eighteen (18) installment option must inform the Business Office, individually or through the Union if they choose, by the end of the third day of school. An employee may elect to make one (1) change of depository for the purpose of direct deposit during a school term.

Employees choosing paper checks will be issued checks after 3 p.m. on the last working day prior to the first and fifteenth of the month if either of these dates falls on a holiday or weekend. If Christmas break extends past the first payday in January, paychecks will be issued on the first day upon returning from break. Checks issued to employees not working on paydays in June, July, and August will be mailed on the first or fifteenth.

6.3 Jury/Court Leave

A. Jury/Court Leave

No employee shall suffer loss of pay or benefit due to loss of time at work caused by serving on a jury or being subpoenaed as a third-party witness in a court of

law. The employee called to jury duty or who acts as a third-party witness shall reimburse the District the amount earned, less mileage and meal allowances.

B. Subpoena Leave

An employee shall suffer no loss of salary because such employee, pursuant to subpoena issued by the clerk of a court and served on such employee, attends as a witness upon trial or have his or her deposition taken in a school-related matter pending in court. The School Board shall deduct any per diem fees which the employee is entitled to receive for complying with such subpoena.

6.4 Sick Leave

The Board of Education will allow twelve (12) pro-rata days [half-time employee-twelve (12) half days] per year to accumulate to three hundred forty (340) pro-rata days [half-time employee—three hundred forty (340) half days]. For purposes 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.

6.5 Bereavement Leave

Employees may use up to three (3) pro-rata days per incident, for leave connected with the death of a member in the immediate family. Employees may use up to one (1) day per incident for leave connected with death of grandparents-in-law, aunts, uncles, and first cousins.

6.6 Insurance

The Board shall pay to the insurance carrier an amount equal to the single health, dental, and life insurance premium for each bargaining unit member, with the carrier being Egyptian Trust for health, Delta Dental for dental, and Egyptian Trust for Forty Thousand and 00/100 Dollars (\$40,000.00) life insurance.

The Board will also hold One Thousand One Hundred and 00/100 Dollars (\$1,100.00) per employee per year in a Health Reimbursement Account to be used for eligible Egyptian Trust medical expenses, with a Three Hundred and 00/100 Dollars (\$300.00) rollover of unused Health Reimbursement Account monies to accumulate to a maximum of Nine Hundred and 00/100 Dollars (\$900.00). The Health Reimbursement Account will remain in the District when the employee resigns or retires. For the purposes of this section, year refers to calendar year.

[A memorandum of understanding agreed to on June 18, 2007, clarifies that the \$1,100.00 per employee per year Health Reimbursement Account be used for eligible Egyptian Trust medical expenses, for the employee and/or his/her spouse and/or his/her family members who are insured under Egyptian Trust.]

An Insurance Committee shall continue consisting of two (2) representatives to be named by the Union and two (2) representatives to be named by the Board. The Committee shall examine benefits and coverage and cause insurance to be bid, if necessary. One of the Union members shall be determined to represent the district at Egyptian Trust insurance meetings. The coverage and benefits of the health and life insurance plan shall be no less than the Egyptian Trust Platinum plan or the comparable plan offered by Egyptian Trust. The coverage and benefits of the dental plan shall be no less than the existing Delta Dental plan or comparable plan offered by Delta Dental. The summary booklets of these programs shall be attached hereto so that the Agreement shall contain a reference to existing coverage and benefits, but nothing contained therein shall serve to discourage competitive bidding. Nothing herein shall prevent the Board from including other District employees in the plan. The Union retains the right to provide its own advocates in claims disputes with the carrier.

6.7 Expense Reimbursement

Requests for reimbursement of expenses for mileage, convention expenses, workshop expenses, incurred by employees of and for Unit District No. 3 and submitted by the 10th of the month shall be placed on the agenda of the Board. Approved expenses will be paid in the same month as the Board meeting.

6.8 Unpaid Leave/Insurance Coverage

Employees earn twelve (12) months of insurance coverage during their nine (9) months of employment. Twelve (12) months' coverage begins with the first day of the school year and continues through August of the next calendar year.

When an employee has exhausted earned insurance coverage, and has exhausted all available paid leave, and has accessed and exhausted Family and Medical Leave Act leave, (as outlined in district policy 5:185) continued employer paid insurance will be granted based upon years of service in the North Greene District and upon a physician's statement of inability to return to work. Employees will be granted one (1) to twelve (12) months additional board paid insurance, in increments of no less than one (1)month, following the schedule below.

0 through 3 years of service	one month
4 through 6 years of service	two months
7 through 9 years of service	three months
10 through 12 years of service	four months
13 through 15 years of service	five months
16 through 18 years of service	six months
19 through 21 years of service	seven months
22 through 24 years of service	eight months
25 through 27 years of service	nine months
28 through 30 years of service	ten months
31 though 33 years of service	eleven months
34 through 36 years of service	twelve months

No employee shall be granted more than twelve (12) months of board paid insurance under the terms above, meaning that an eighteen (18) year employee, who has qualified for and receives board-paid insurance for six (6) months in 2006, may not then receive seven (7) months of board-paid insurance in 2007 if that employee again qualifies.

It is not the employer's intention to interrupt employee insurance coverage, but employer paid insurance contributions, precisely like salary, must be earned by the employee having performed service to the district. Therefore, an employee will be required to make a personal monthly contribution for continued district insurance coverage if the need for insurance coverage extends beyond the schedule outlined above.

THIS ARTICLE APPLIES TO TEACHERS ONLY

ARTICLE VII

DEFINITION OF RESPONSIBILITIES AND RIGHTS

7.1 Workday

Teachers shall be on duty twenty (20) minutes before the first class begins and ten (10) minutes after the last class for the purposes of student conferences. The regular workday shall not exceed seven and one-half (7 ½) consecutive hours. The monthly teachers' meeting shall be conducted before or after the regular workday but in no case shall the workday of the teacher exceed eight (8) hours.

7.2 Academic Year

No bargaining unit member will be required to work more than one hundred eighty (180) days, of which four (4) shall be considered institute days. In addition five (5) emergency days will be built into the calendar and a recommendation will be developed by a joint committee of Union and Administration before the beginning of the school year to deal with unused emergency days.

7.3 Planning Period

Junior High School Teachers and High School Teachers shall be given one (1) preparation period per day equivalent to the students' period. Elementary Teachers shall be given three (3) forty (40) minute blocks of preparation time per full week of student attendance. In addition, teachers will be given preparation time during drug and alcohol awareness program (every other semester), physical education, and during recess time (when they are not scheduled for such duty).

On days of early dismissal, this item shall be inapplicable for those Teachers who miss their prep due to early dismissal.

7.4 Duty-Free Lunch

Every Teacher shall be entitled to a duty-free lunch period equal to regular school lunch period but not less than thirty (30) minutes in each school day. For elementary Teachers, the student recess period after the lunch period shall not count when computing the length of student lunch period. In addition, Teachers' lunch periods need not be the same time as the students'.

7.5 Teacher Evaluation

Formal evaluation of classroom teaching performance shall be in accordance with the following procedure:

- A. A Committee for Teacher Evaluation consisting of not more than five (5) Representatives of the Union and not more than five (5) Representatives of the Board shall be formed to develop the evaluation plan which shall include criteria of standards. The Superintendent of Schools shall be one of the five (5) Board representatives and shall act as Chairman of the Committee.
- B. The Committee for Teacher Evaluation shall design and submit to the Board for approval of the evaluation instrument. If not approved by the North Greene Board of Education, instrument will be sent back to the Committee for revision.
- C. At least two (2) weeks before the formal evaluation of any tenured Teacher occurs, the qualified evaluator shall inform each tenured Teacher under his/her supervision of the evaluation plan developed by the Committee. An explanation of the evaluation plan shall include the definition of the rating applied to the tenured teacher's performance.
- D. Non-tenured Teachers shall be evaluated in writing at least twice each year.
- E. Tenured Teachers shall be evaluated in writing at least once every two (2) years.
- F. Formal evaluation observations shall be at least thirty (30) consecutive minutes in length. This thirty (30) minute session may be lessened in length if the evaluator is called away in an emergency situation.
- G. All formal evaluation of Teachers shall be conducted openly and with full knowledge of the Teacher.
- H. The written evaluation shall be provided to the Teacher within ten (10) school days of the formal observation.
- I. If a Teacher requests a conference within five (5) school days of receipt of the formal written evaluation, the principal shall hold a conference with the Teacher within ten (10) school days of such request.
- J. If a Teacher feels the formal written evaluation of a classroom teaching performance was incomplete or inaccurate, the Teacher may put those objections in writing and have them attached to the evaluation report.
- K. For any tenured Teacher who has been given an unsatisfactory rating on an evaluation, that Teacher shall be allowed, if requested, to have a Union representative present at any meetings or conferences following the formal written evaluation.
- L. The Union shall supply a roster of five (5) qualified Teachers for selection by the District as a consulting Teacher. In the event of a dispute as to qualification, the State Board of Education shall determine qualification. Where no Teachers who

meet the criteria set forth by the State Board are available within the District, the District shall request, and the State Board supply to participate in the remediation process, an individual who meets these criteria.

If the Administration requires a consulting Teacher to participate in the preparation and consultation of a remediation plan during his/her normal workday, he/she shall be compensated at the same rate of in-District pay for each period of service required by the Administration.

- M. The consulting Teacher shall not be required by either party to testify in any “unsatisfactory” tenured Teacher’s formal dismissal hearing.
- N. Any remediation plan shall be approved and signed by the qualified evaluator before implementation of the plan.
- O. The complete evaluation, with the teacher’s comments, shall be added to the teacher’s personnel file.

7.6 Notice of Assignment

Teachers shall be notified of their tentative teaching assignments for the ensuing school year by the last day of the preceding school year. It is the responsibility of each Teacher to communicate any dissatisfaction with assignments to his/her principal by June 15. If the tentative teaching assignment is changed, the affected Teacher shall be notified within forty-eight (48) hours of Board action changing such assignment.

THIS ARTICLE APPLIES TO TEACHERS ONLY

ARTICLE VIII

SENIORITY

8.1 Seniority

Seniority shall be defined as the number of consecutive years of continuous service to the District. The following criteria shall be used in determining District seniority:

- A. The Teacher shall begin accumulating District seniority upon earning tenure in the District;
- B. Continuous service shall begin from the date of official Board action. If the Board minutes are unavailable, continuous service shall begin from the Teacher's first date of employment;
- C. Less than full-time consecutive years of employment shall be counted as continuous service on pro-rata basis;
- D. Approved leaves of absence (paid or unpaid) shall not interrupt the consecutive years of continuous service in the District. However, approved unpaid leaves of absence of ninety (90) consecutive school days or more shall not be counted in determining District seniority; and
- E. If the Teacher resigns and is subsequently reemployed in the District, consecutive years of continuous service shall accrue upon his/her re-earning tenure in the District.

8.2 Tie-Breakers

If the District seniority is equal between two (2) or more Teachers as determined above, the following criteria shall be used in determining which Teacher(s) shall be honorably dismissed by the Board;

- A. Seniority shall be determined by the total number of years of teaching service to the District regardless of whether or not the service is continuous. In determining total years of service to the District, factors concerning leaves of absence, less than full-time employment, and resignation shall be determined as in the case above;
- B. If the total years of service to the District as determined above is equal, then seniority shall be determined by the Teacher's approved position on the salary schedule. The Teachers with the highest salary (approved horizontal position) shall have the most District seniority; and

- C. If the total years of service to the District, and the approved horizontal position on the salary schedule are equal, District seniority shall be determined by a random lot selection conducted by the Board with a Union representative present.

8.3 Recall

If a position becomes available within one (1) year of the start of the following school year, recall shall be as follows:

- A. Upon recall, Teachers with the most seniority shall be placed in the first available position for which they are qualified. No Teachers with greater seniority shall be moved solely to create a position for a Teacher on recall; and
- B. Failure to respond within twenty (20) calendar days after the mailing of the Board's letter to recall, sent certified mail to the Teacher's address on file with the Board recalling such Teacher, shall result in termination of the Teacher's right to recall hereunder.

THIS ARTICLE APPLIES TO TEACHERS ONLY

ARTICLE IX

COMPENSATION, FRINGE BENEFITS AND LEAVES

9.1 Leave of Absence

Leave of absence will be granted only if the District will directly benefit.

- A. Educational programs leading to advance degrees in the Teacher's chosen field may be approved.
- B. Extended personal illness may be considered under this section by making a specific request explaining reason and expressing the desire to return to teaching in the District.
- C. Each Teacher shall have the option to use all or part of the Teacher's accumulated sick leave for any pregnancy related causes.
- D. The Teacher cannot possibly move vertically on the approved salary schedule but may move horizontally.
- E. A Teacher on a leave of absence shall not lose tenure. An unpaid leave of absence shall not count when determining District seniority. A paid leave of absence and/or a temporary disability under TRS shall count when determining District seniority.
- F. Employees will not advance on the salary schedule upon their return to a similar position unless they worked at least ninety (90) days in any given year in which the leave of absence is effective. A Teacher's use of sick leave and personal leave will count as days worked in any given school year.
- G. A Teacher on a leave of absence shall remain on the seniority list and if not honorably discharged because of reduction in force, shall have the right to return to a similar position for which he/she is legally qualified.
- H. A teacher may be granted a leave of absence without pay for purposes of childcare at the discretion of the Board. The terms of all such leaves shall be set forth in writing and shall be signed by the Teacher and Superintendent. The terms of any such leave shall include the specific period of the leave and the date upon which the Teacher shall notify the Board of intent to return to work. Failure to give notice of intent to return to work by the established date shall be a resignation.

9.2 Complimentary Passes

High School Teachers shall receive conference game passes to conference athletic events provided the conference distributes such passes.

9.3 In-District Pay

When the Administration requires a Teacher to work during the teacher's preparation period, the Teacher shall be reimbursed (as per amount indicated in Article 9.10) per hour (period).

9.4 School Board-Paid Tax-Sheltered Retirement

The amounts in Paragraphs A, B, C, D, E, and F of Article 9.10 represent the amount the Board of Education agrees to report as gross income. The Board will consider as excludable income the total amount to be paid for the Teacher to the Illinois Teachers' Retirement System with the exception of the survivor's benefits payment. Thus the Board will be paying the full retirement minus the survivor's benefits payment.

9.5 Retirement Bonus

The Board ("employer") shall provide a severance benefit to any bargaining unit member who retires from North Greene by exercising a retirement option pursuant to a Teacher Retirement System (TRS) retirement program other than the program commonly known as Early Retirement Option (ERO). The severance benefit shall be Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00) for an employee who retires with between fifteen (15) and nineteen (19) years employment in North Greene at the time of retirement and Ten Thousand and 00/100 Dollars (\$10,000.00) for an employee who retires with twenty (20) or more years of employment in North Greene at the time of retirement. Written application shall be received by the District not later than May 1 of the year in which the Teacher intends to retire.

The appropriate benefit shall be paid to the employee beginning in the first year (not earlier than four creditable earnings years prior to retirement) during which the employee provides the employer with an irrevocable notice of retirement. Once the employer has received such irrevocable notice of retirement, the employer shall, by payment of lump sum in the employee's last paycheck of each such prior year to retirement, pay a portion of the applicable incentive to the employee such that the employee's TRS creditable earnings for the year equals not more than One hundred Six Percent (106%) of the previous year's TRS creditable earnings (to the extent possible without completely depleting the incentive, which shall be reduced by each such payment.) The employee may designate the amount of the lump sum to be paid in any such year, provided however, such amount does not thereby cause the employee's creditable earning to exceed 106% of the previous year's creditable earnings and provided that the employee has not or will not be paid in total such payments an amount in excess of the incentive amount to which the employee is entitled (\$8,500.00 or \$10,000.00 as appropriate.)

If any portion of the total incentive to which the employee is entitled (\$8,500 or \$10,000 as appropriate) is unpaid as creditable earnings to the employee at the time of the employee's retirement, that balance shall be paid to the employee in a lump sum not earlier than thirty-one (31) days and no later than sixty (60) days after the employee's retirement.

The intent of the parties is that any portion of the severance benefit that is paid post retirement shall not be treated as creditable earnings for purposes of Teacher Retirement system (TRS) contributions. The employer shall be permitted to recover from the employee, without contest from the employee or the Union, any severance benefit contemplated hereunder if paid to an employee who retires under ERO or exercises an ERO option.

The intent of the parties is that the employer shall not experience any penalty for payment to any teacher of any creditable earnings in excess of Six Percent (6%) resulting from the provision of the severance benefit, and the bargaining that resulted in this provision was premised on that understanding. Either party may request to reopen consideration of this provision following any legislative changes or rule (including TRS interpretation of rules) changes that affect this provision for the purpose of negotiating appropriate revisions. Status quo for purposes of such bargaining shall be compliance with this provision (to the extent possible) but under no circumstances shall status quo be interpreted to require the employer to incur any additional assessment or penalty. If and when bargaining begins pursuant to a demand to bargain and if and when no agreement can be reached on the issue, the employer shall not be required to distribute the severance benefit amount in a fashion that would result in any increased cost to the employer due to a TRS assessment or penalty resulting from the legislative change beyond the negotiated contribution amount paid in behalf of the employee and the employer's normal obligation.

This provision is tentatively agreed to and ratified with the understanding that it will be submitted to TRS for review to obtain reasonable assurance from TRS that the employer will incur no penalties or assessments resulting from it and that the language of this provision is not otherwise problematic to TRS. The language shall be revised through the negotiation process as necessary based upon findings from TRS and resubmitted and revised until reasonable assurance is obtained.

9.6 Part-time Benefit—Sick Leave

For those full-time Teachers who were part time employees prior to the 1985-1986 school year, fractionalized sick leave while they were employed on a part-time basis shall carry over those sick leave days as if they were full-time employees.

For example, a part-time employee who had one hundred and fifteen (115) half-days (1/2) of sick leave and is subsequently employed as full time by the Board would carry over one hundred and fifteen (115) full days of sick leave.

For those part-time employees who are employed full-time for the 1985-1986 school year and subsequent years, they shall carry over their sick leave days based on their fractionalized sick leave benefit. For example, a half-time teacher who has three (3) sick leave days remaining and is employed as a full-time employee shall carry over one and one-half (1 ½) full days of sick leave.

This article pertains to the carry-over sick leave for part-time employees who are subsequently employed full time. For retirement purposes, the Illinois Teacher's Retirement System (TRS) shall determine the number of applicable sick leave days when the employee retires from the District.

9.7 Salary Placement—Part Time Employed to Full Time

For part-time employees who are subsequently employed as a full-time employee, placement on a salary schedule shall be determined as follows:

(Fraction of full-time) x (Number of years of employment) = Number of full-time experience.

Any fraction of .50 or above shall count as full year of experience. For example, a teacher with five and one-half (5 1/2) years of experience would have three (3) full years of experience on the salary schedule.

9.8 Tuition Reimbursement

Any full time, regularly employed member of the bargaining unit employed in a position requiring teacher certification may apply for a tuition reimbursement grant. To be eligible to receive such grant, the teacher shall:

- A. Apply in writing to the Superintendent no later than September 1 for the fall term classes, no later than February 1 for spring term classes and no later than June 1 for summer term classes in any school year. The Superintendent shall promptly approve or deny requests and shall have authority to do so based on his or her judgment as to the benefit the course will have to the district's educational mission and or whether or not the request is in compliance with the provisions herein.
- B. Approval shall be on a first applied, first approved basis until the pool designated in the last paragraph below is exhausted in any given year. If the Five Thousand and 00/100 Dollars (\$5,000.00) pool described herein is not fully depleted in any given year (July 1 to June 30), the balance shall not roll over to the next year.
- C. Demonstrate enrollment in one of the following institutions of higher education: Northern Illinois University, Southern Illinois University, Southern Illinois University at Edwardsville, Eastern Illinois University, Western Illinois University, University of Illinois, Champaign-Urbana, University of Illinois at Springfield, Illinois State University, MacMurray College, Illinois College,

McKendree University, Quincy University, Springfield College, Benedictine University (Springfield), Washington University (St. Louis), St. Louis University, University of Missouri at St. Louis.

In the event an applicant seeks to take a course from an institution other than one listed above, the Union shall make a request to the Superintendent to add such institution to the approved list. Such request may be made as an interim request. The Superintendent shall approve or deny the request based his determination of the institution's academic standing.

- D.** Demonstrate completion of the course work previously approved by the Superintendent by production of a transcript/grade card showing the course work successfully completed with a grade of B or better.

If the above conditions are met, a teacher approved for a tuition reimbursement grant shall receive an amount not to exceed cost of tuition, or per hour rate for no more than four semester hours per school term (July 1 to June 30) at the then current per hour tuition rate charged by Southern Illinois University at Edwardsville.

Any employee who receives a grant hereunder and who resigns or retires from the district within one (1) calendar year of receipt of such grant funds shall reimburse the district for the amount of the grant.

Any of the above requirements may be waived at the discretion of the Superintendent. The total amount expended by the District shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00) in any school term (July 1 to June 30), money to be expended from the pool in the order members of the bargaining unit apply and are approved. Approvals or denials shall be delivered to each applicant in the same order as requests are made.

9.9 Credit for Professional Growth

Evidence of professional growth shall be presented to the School District on or before the fifteenth day of teacher attendance in the fall for credit on the salary schedule of the District for that school year. Evidence of professional growth shall be in the form of an original certified transcript of the university. If an employee is unable to obtain a transcript within the time frame specified above, an official grade card or a letter from the professor of the class verifying the passing grade will suffice to meet timeliness requirements, provided, however, an official transcript is provided to verify the grade as soon as a transcript is available.

9.10 Certified Employees' Compensation

A. Stipends

\$ Calculated as %
of Step 1, Column 1
of Schedule

Freshman Class Sponsor (2)	1.50
Sophomore Class Sponsor (2)	1.50
Junior Class Sponsor (2)	2.50
Senior Class Sponsor (2)	2.50
Letterman's Club	1.75
Spanish Club	1.75
FFA	1.75
FHA (HS)	1.75
Warrior Homemaker	1.75
FTA	1.75
NHS	1.75
Industrial Arts Club	1.75
Library Club	2.00
Band Director (2)	3.25
Choral Director (2)	3.25
Play Director (HS)	8.00
Play Director (JH)	3.00
Yearbook	6.50
Student Council (2)	4.00
Scholastic Bowl	2.00
Student Council JH	1.00
Young Rembrandt	1.75
Head Teacher (4)	3.50
Science Club	1.75
Thespians	1.75
Literary Club JH (2)	1.00
FBLA	1.75
Science Club JH	1.75
Science Fair (2)	1.75

B. Other Rates of Pay

Ticket Taker/Game Supervision	\$15.00
Bus Sponsor	\$15.00
Homebound	\$20.00
Driver Education	\$20.00
In-District Pay	\$20.00
Travel	\$00.445

C. Athletic

\$ Calculated as %
of Step 1, Column 1
of Schedule

HIGH SCHOOL

Athletic Director	12.8
Head Football	13.0
Asst. Football (2)	8.9
Head Volleyball	13.0
Asst. Volleyball	8.9
Head Basketball (Boys and Girls)	13.0
Asst. Basketball (3)	8.9
Baseball	10.2
Asst. Baseball	8.9
Softball	10.2
Asst. Softball	8.9
Girls' Track	10.2
Boys' Track	10.2
Cheerleader	6.0
Pompon	2.0
Wrestling	10.2
Bass Fishing	2.0

JR. HIGH

Athletic Director	7.5
Girl's 6 th Basketball	6.3
Boy's 6 th Basketball	6.3
Girl's 7 th Basketball	7.0
Boy's 7 th Basketball	7.0
Girl's 8 th Basketball	7.0
Boy's 8 th Basketball	7.0
Girl's 7 th Track	6.0
Boy's 7 th Track	6.0
Girl's 8 th Track	6.0
Boy's 8 th Track	6.0
Cheerleading	2.0
Pompon	1.0
7 th Baseball	7.0
8 th Baseball	7.0
7 th Volleyball	7.0
8 th Volleyball	7.0

D. 2009-2010 Salary Schedule

	2009-2010						
	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16
0	28501	29131	29556	29915	30290	30682	31749
1	29055	29698	30112	30496	30879	31279	32367
2	29627	30283	30686	31096	31487	31895	33005
3	30210	30880	31290	31709	32107	32523	33655
4	30805	31488	31907	32333	32740	33163	34317
5	31421	32106	32524	32949	33358	33780	34934
6	32037	32724	33141	33565	33976	34397	35551
7	32654	33341	33758	34181	34593	35015	36170
8	33270	33957	34373	34796	35210	35630	36785
9	33886	34576	34993	35414	35828	36250	37404
10	34502	35193	35610	36030	36447	36867	38021
11	35161	35854	36270	36689	37107	37527	38681
12	36069	36764	37179	37598	38015	38436	39592
13	36980	37673	38089	38509	38925	39346	40500
14	37946	38594	39012	39431	39849	40268	41425
15	38855	39518	39937	40355	40774	41192	42350
16	39768	40428	40847	41266	41680	42099	43259
17	40676	41337	41756	42174	42592	43011	44173
18	41585	42249	42665	43084	43503	43921	45078
19	42495	43156	43574	43993	44412	44831	45988
20	43406	44066	44485	44903	45322	45741	46899
21	44314	44977	45396	45814	46233	46652	47809
22	45225	45885	46304	46723	47141	47560	48719
23	46133	46795	47214	47633	48052	48470	49628
24	47045	47708	48123	48544	48963	49382	50537
25	47954	48615	49034	49452	49871	50289	51447
26	48864	49527	49945	50363	50781	51199	52356
27	49775	50434	50853	51271	51689	52108	53268
28	50685	51346	51762	52181	52599	53018	54178
29	51594	52253	52673	53092	53511	53929	55085
30	52504	53163	53581	54000	54419	54838	55997
31	52504	53163	54494	54911	55330	55749	56908
32	53142	53801	55130	55548	56239	56659	57817
33	53142	53801	55130	55548	57148	57567	58727
34	53142	53801	55858	55548	57967	58386	59545

Any member of certified staff who was employed in North Greene prior to August, 2006 and who had reached Step 34 on the previous salary schedule of 2005-2006 or reaches Step 34 during the term of this agreement will receive a 3.25% increase in salary for each year after Step 34 that the individual continues to be employed by North Greene. This provision will apply during the term of this agreement.

E. 2010-2011 Salary Schedule

	2010-2011						
	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16
0	28874	29511	29961	30306	30685	31082	32163
1	29427	30078	30517	30887	31274	31679	32781
2	29999	30663	31090	31487	31883	32295	33419
3	30590	31267	31683	32107	32511	32931	34078
4	31192	31883	32307	32740	33151	33580	34748
5	31806	32511	32943	33384	33804	34241	35433
6	32442	33149	33581	34020	34442	34878	36070
7	33078	33787	34218	34656	35080	35515	36707
8	33715	34424	34855	35292	35718	36152	37345
9	34351	35060	35491	35927	36355	36788	37981
10	34987	35700	36130	36565	36993	37428	38619
11	35623	36337	36767	37201	37631	38065	39256
12	36304	37019	37449	37882	38313	38747	39938
13	37241	37959	38388	38820	39250	39685	40879
14	38182	38897	39327	39761	40190	40625	41816
15	39179	39848	40280	40712	41144	41576	42771
16	40118	40802	41235	41666	42099	42530	43726
17	41060	41742	42175	42607	43035	43468	44665
18	41998	42680	43113	43544	43976	44408	45608
19	42937	43622	44051	44484	44917	45348	46543
20	43877	44559	44990	45423	45855	46288	47483
21	44816	45498	45931	46362	46795	47227	48424
22	45755	46439	46872	47303	47736	48168	49363
23	46694	47376	47809	48242	48673	49106	50303
24	47633	48316	48749	49181	49614	50045	51241
25	48574	49258	49687	50122	50555	50987	52180
26	49512	50195	50628	51059	51492	51923	53119
27	50452	51136	51569	52000	52432	52863	54058
28	51393	52073	52506	52937	53369	53801	54999
29	52332	53014	53444	53877	54308	54741	55938
30	53271	53952	54385	54818	55251	55682	56876
31	54210	54891	55323	55755	56188	56620	57817
32	54210	54891	56265	56696	57129	57561	58757
33	54869	55550	56922	57353	58067	58501	59696
34	54869	55550	56922	57353	59006	59438	60636

Any member of certified staff who was employed in North Greene prior to August, 2006 and who had reached Step 34 on the previous salary schedule of 2005-2006 or reaches Step 34 during the term of this agreement will receive a 3.25% increase in salary for each year after Step 34 that the individual continues to be employed by North Greene. This provision will apply during the term of this agreement.

F. 2011-2012 Salary Schedule

	2011-2012						
	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16
0	29259	29903	30379	30710	31093	31495	32590
1	29812	30470	30935	31291	31682	32092	33208
2	30384	31055	31508	31891	32291	32709	33846
3	30974	31660	32101	32510	32919	33345	34505
4	31584	32283	32713	33150	33567	34001	35185
5	32206	32919	33357	33804	34228	34671	35878
6	32840	33567	34014	34469	34903	35354	36584
7	33497	34226	34672	35126	35562	36012	37242
8	34153	34885	35330	35782	36221	36670	37900
9	34811	35543	35987	36439	36878	37327	38559
10	35468	36200	36644	37094	37536	37984	39215
11	36124	36860	37304	37753	38195	38644	39874
12	36781	37518	37962	38410	38854	39302	40532
13	37484	38222	38666	39113	39558	40006	41236
14	38451	39192	39635	40082	40526	40975	42208
15	39423	40161	40605	41053	41496	41945	43175
16	40453	41144	41589	42036	42481	42928	44161
17	41422	42128	42575	43020	43467	43913	45148
18	42394	43099	43545	43992	44434	44880	46117
19	43363	44068	44514	44960	45405	45852	47090
20	44332	45040	45483	45930	46376	46822	48056
21	45303	46007	46452	46899	47345	47792	49026
22	46273	46977	47424	47869	48316	48762	49997
23	47242	47948	48395	48840	49287	49734	50967
24	48212	48916	49363	49809	50255	50701	51938
25	49181	49886	50333	50780	51226	51672	52907
26	50152	50859	51302	51751	52198	52644	53876
27	51121	51827	52273	52719	53165	53611	54846
28	52091	52798	53245	53690	54136	54581	55815
29	53063	53766	54212	54658	55103	55550	56786
30	54033	54737	55181	55628	56074	56520	57756
31	55002	55705	56153	56600	57046	57492	58724
32	55972	56675	57121	57567	58014	58461	59696
33	55972	56675	58093	58539	58985	59432	60667
34	56652	57355	58772	59217	59954	60402	61636

Any member of certified staff who was employed in North Greene prior to August, 2006 and who had reached Step 34 on the previous salary schedule of 2005-2006 or reaches Step 34 during the term of this agreement will receive a 3.25% increase in salary for each year after Step 34 that the individual continues to be employed by North Greene. This provision will apply during the term of this agreement.

**THIS ARTICLE APPLIES TO
NON-CERTIFIED EMPLOYEES ONLY**

ARTICLE X

DEFINITION OF RESPONSIBILITIES AND RIGHTS

10.1 Overtime and Compensatory Time

Non-certified employees who work in excess of forty (40) hours in a work week shall be entitled to overtime pay at the rate of one and one-half (1 ½) times the employee's normal hourly rate of pay of all hours worked in excess of forty (40) hours. For the purpose of calculating overtime pay, the work week is defined as a regularly re-occurring period consisting of seven (7) consecutive twenty-four (24) hour periods, beginning at 12:00:00 a.m. Monday and ending at 11:59:59 p.m. Sunday. The employer and the employee may agree in advance of any usage to permit compensatory time in lieu of overtime. Compensatory time shall accumulate at the rate of one and one-half hours (1 ½) for each hour worked in excess of forty (40) hours in any work week as defined above. Compensatory time shall be taken at times agreed upon by the employer and employee.

10.2 Holiday and Holiday Pay

Calendar year non-certified employees shall receive the following days as paid holidays when such days fall within the employee's stated work year and are declared by the Board to be school holidays. When any such days are not declared to be school holidays, such days shall become regular workdays for non-certified employees.

New Year's Day
Friday before Easter
Memorial Day
Independence Day (July 4)
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Non-certified employees who are normally scheduled to work beyond the academic year shall receive a paid holiday as defined above for all Board declared school holidays. When a non-certified employee works on a Board scheduled holiday the employee shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all hours worked on the holiday.

If the school calendar includes any of the following days (Lincoln's Birthday/President's Day, Casimir Pulaski Day, Veteran's Day, Martin Luther King Day, Columbus Day), the non-certified employee will be given a paid non-workday for each of the included days

worked to be taken on a different date as mutually agreed to between that employee's designated supervisor and the employee.

10.3 Christmas Break and Emergency Days

Calendar year non-certified employees shall receive as paid non-working days any Christmas break as declared by the Board and such days as the Board may shorten the school year due to snow. Custodians are expected to work five (5) days during the school extended holidays on Christmas break. The remaining days of the extended holidays may be taken as paid non-workdays.

If snow or emergency days are not used during the school term, office calendar year employees will be allowed those days as non-workdays to be taken at a later time. The days off will be scheduled by mutual agreement between the office calendar year employee and his or her immediate supervisor.

10.4 Duty-Free Lunch

Non-certified employees shall be entitled to a thirty (30) minute uninterrupted unpaid lunch period on any day they work six (6) or more hours. The lunch period shall be taken during the first five (5) hours of work and the employee shall be free from all duties.

<p>THIS ARTICLE APPLIES TO NON-CERTIFIED EMPLOYEES ONLY</p>
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ARTICLE XI

COMPENSATION, FRINGE BENEFITS AND LEAVES

11.1 Vacation for Non-certified Employees

Non-certified employees who are scheduled to work a full calendar year shall be eligible for a paid vacation. Non-certified employees who have completed one (1) year of employment through their fifteenth (15) year of employment shall receive ten (10) days of paid vacation per year. Non-certified employees with sixteen (16) or more years of employment shall receive fifteen (15) days of paid vacation per year. Vacation days may not be taken until the completion of the first year of employment. Vacation shall be scheduled in advance whenever possible with the employee’s supervisor and shall not be unreasonably denied.

11.2 Compensation

A. 2009-2012 Salary Schedule –Secretaries

Hourly Rates

Year of Exp.	2009-2010	2010-2011	2011-2012
0-4	10.49	10.79	11.09
5 thru 9	12.05	12.35	12.65
10 thru 14	12.76	13.06	13.36
15+	14.96	15.26	15.56

B. 2009-2012 Salary Schedule-Custodian I

Hourly Rates

Year of Exp.	2009-2010	2010-2011	2011-2012
0-4	10.49	10.79	11.09
5 thru 9	11.18	11.48	11.78
10 thru 14	12.31	12.61	12.91
15+	14.31	14.61	14.91

C. 2009-2012 Salary Schedule-Custodian II

Hourly Rates

Year of Exp.	2009-2010	2010-2011	2011-2012
0-4	11.13	11.43	11.73
5 thru 9	11.87	12.17	12.47
10 thru 14	13.09	13.39	13.69
15+	15.25	15.55	15.85

D. 2009-2012 Salary Schedule-Regular Cook

Hourly Rates

Year of Exp.	2009-2010	2010-2011	2011-2012
0-4	8.82	9.12	9.42
2 thru 4	11.44	11.74	12.04
5 thru 9	11.76	12.06	12.36
10 thru 14	12.13	12.43	12.73
15+	12.60	12.90	13.20

E. 2009-2012 Salary Schedule-Head Cook

Hourly Rates

Year of Exp.	2009-2010	2010-2011	2011-2012
0-4	12.40	12.70	13.00
5 thru 9	12.71	13.01	13.31
10 thru 14	13.27	13.57	13.87
15+	13.71	14.01	14.31

11.3 Retirement Bonus for Non-certified Employees

The Board shall provide a severance bonus to any regularly employed member of the bargaining unit employed as a non-certified staff member who is eligible for and retires to an IMRF pension. The retirement benefit shall be One Thousand and 00/100 Dollars (\$1,000.00) for a qualifying employee who retires with at least fifteen (15) and not yet twenty (20) years of employment by North Greene UD 3 and One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for a qualifying employee who retires with at least twenty (20) years of employment by North Greene UD 3. The retirement benefit shall be paid to the qualifying employee after the employee's retirement, but not later than ten (10) days after the employee's last day of active employment.

11.4 Payment of Classes For Non-certified Employees

The Board will reimburse food service employees for the cost of a food sanitation license and or for successful completion of food sanitation classes if such class or classes are required for performance of the employee's assigned job.

<p style="text-align:center">THIS ARTICLE APPLIES TO NON-CERTIFIED EMPLOYEES ONLY</p>
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ARTICLE XII

SENIORITY

12.1 Seniority Definitions

Seniority shall be defined as the length of continuous service measured from the first day of employment in the District. All seniority computation shall be calculated on the basis of total continuous service [and by treating eight (8) hours per day and the number of days in the normal work year of the position as full-time employment and by treating any number of hours less than eight (8) hours per day and any number of days fewer than the normal work year of the position as fractional seniority.] Overtime hours shall be considered computations. Examples:

- A. An employee regularly employed as a four (4) hours per day custodian and at the same time regularly employed as a four (4) hour per day cook shall receive one (1) year's seniority for each year of employment. So long as the employee shall appear on both the custodian and cook seniority lists, and at the end of employee's first year of employment, shall be shown as having accrued one (1) year of seniority on each list.
- B. An employee regularly employed as a four (4) hour per day custodian shall receive only one-half (1/2) a year's seniority for each year of employment [so long as the employee's employment is limited to four (4) hours per day.] At the end of the employee's first year, the above employee shall appear on the custodian seniority list and shall be shown as having accrued one-half (1/2) a year's seniority.
- C. An employee employed one-half (1/2) time as a cook and one-half (1/2) time as a custodian for seven (7) consecutive years is assigned as a full-time custodian. The employee shall appear on the custodian seniority list and thereon be credited with seven (7) years' seniority.

12.2 Seniority Breaks

Seniority shall not accrue during any unpaid absence. Seniority shall accrue during any paid absence, including an absence paid by worker compensation.

12.3 Seniority—Loss of

All seniority shall be lost upon resignation, retirement, dismissal for cause or upon layoff when recall rights expire.

12.4 Recall

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from the category or position, so far as they are qualified to hold such positions on the date of recall.

12.5 Seniority List

On or before February 1 of each year, in consultation with the Union, the Board shall develop a bargaining unit seniority list. The list shall be categorized pursuant to the categories of positions set forth in **Categories of Positions** herein. Each employee shall appear on each seniority list under each position to which the employee is currently assigned.

12.6 Seniority List Exceptions

The Union and/or its members shall have thirty (30) days from February 1 of each year to file exceptions to the seniority list. Exceptions shall be filed with the Superintendent of Schools.

12.7 Seniority List Placement and Removal

If an employee is removed from a particular category of position, the employee shall be removed from the seniority list in the category of position as of date of removal. If an employee is assigned to a new category of position, the employee shall carry all of the employee's seniority to such new category of position. Example:

An employee employed one-half (1/2) time as a bus driver and one-half (1/2) time as a custodian for seven (7) consecutive calendar years is reassigned as a full-time custodian. The employee shall appear on the custodian seniority list and thereon be credited with seven (7) years' seniority.

12.8 Seniority List Order

The seniority list developed pursuant to the above shall list the employee with the greatest seniority in each category of position first, followed by the other employees in each category of position in order of seniority.

12.9 Categories of Positions

For purposes of determining seniority among the support staff in the bargaining unit, the following categories of positions shall exist within the meaning of School Code Section 10-23.5:

- A. Custodian

- B. Head Cook
- C. Cook
- D. Secretary
- E. Parent Coordinator

12.10 Seniority Measure

For purpose of start of service, end of service or breaks in service, seniority shall be measured in terms of days of service; and in no case shall seniority be measured in terms of a unit of time smaller than a day. Overtime shall not be recognized for purposes of seniority computations. Fractions of years shall be measured by use of a denominator equal to the number of days in the routine regular work year for the particular category of position. Seniority measure shall not be relevant to pay calculations:

A.	Cook	178
B.	Custodian	239
C.	Secretary	238
D.	Head Cook	178
E.	Parent Coordinator	180

12.11 Seniority for Part-Time Employees

Regularly employed part-time employees (who qualify for inclusion in the bargaining unit within the meaning of the IELRA) shall accrue fractional seniority. To calculate such seniority, the employee’s routine regular work week, exclusive of overtime, shall be divided by forty (40) hours per week, and the resulting fractional seniority shall be credited. Routine regular work week shall mean the employee’s mean work week, July 1 to June 30, exclusive of overtime. Examples:

- A. An employee who routinely works thirty (30) hours per week shall receive three-fourths (3/4) of a year’s seniority for each year the employee is employed.
- B. An employee who routinely works eight (8) hour workdays but is only employed three (3) days per week shall receive three-fifths (3/5) of a year’s seniority for each year the employee is employed.

12.12 Reduction in Force

In the event of a reduction in force, the procedures set forth in the Illinois School Code will apply.

12.13 Recall Notification

Employees in the layoff pool shall be notified by certified mail, at the last known address of vacancies for which they are eligible. Employees shall have twenty (20) days to notify the Board of Education of their intentions. Failure to respond within the time limit shall result in termination of all employment rights.

ARTICLE XIII

COMPENSATION FOR EARLY CHILDHOOD BLOCK GRANT POSITIONS

13.1 Compensation for Early Childhood Block Grant Positions

Starting Hourly Rates

Position	2009-2010	2010-2011	2011-2012
Parent Educator	17.00	17.30	17.60
Prevention Initiative	17.00	17.30	17.60
Parent Coordinator	12.00	12.30	12.60

Persons in Early Childhood Block Grant positions will receive yearly hourly rate increases as bargained for non-certified employees of the bargaining unit. The increase will be added to that employee's previous year's hourly rate.

ARTICLE XIV

DURATION AND ACCEPTANCE OF AGREEMENT

- 14.1** This Agreement is effective from the first day of the 2009-2012 school year (August 1, 2009 until August 1, 2012.)
- 14.2** If there is not an agreement on these items by August 2, 2012, the Union shall have the right to exert all remedies according to the IERLA, including strike.
- 14.3** This Agreement is signed this 17th day of March, 2010.

IN WITNESS OF:

**FOR THE NORTH GREENE
EDUCATION ASSOCIATION
LOCAL #3818**

**FOR THE BOARD OF EDUCATION
NORTH GREENE UNIT DISTRICT
NO. 3**

Kyle Pohlman/s/
President

Donald Nell /s/
President

Lisa Pohlman/s/
Secretary

Barbara Neece /s/
Secretary

ADDENDUM—

Hourly rate employees' salary related items in retro to July 1, 2009.

Certified staff contracts begin the 1st day of August, 2009.

APPENDIX

Memoranda of Understanding

1. Memorandum of Understanding

- A. Substitute Reports will be left in the teacher's grade/plan book. The form shall not be submitted to the Administration. If the Administration uses a substitute report, the Union and Board will bargain its content.
- B. If the Administration changes a grade of a student, the teachers of the student will be informed of such a grade change in writing by the Building Principal.
- C. A building repair form will be created to reflect the written acknowledgement of Principal that he/she received the form.
- D. The Superintendent will direct his/her secretary to type the Name of the Teacher, Spouse/Guest and children on the complimentary pass for all athletic events except tournaments (not applicable for 1994-1995, nor 1995-1996, nor 1996-1997.)
- E. Payments will be mailed to the appropriate vendors of Section 125 and Tax-sheltered Annuities within three (3) working days after the teachers' regular paychecks are distributed.

THE PARTIES AGREE THAT THIS MEMORANDUM OF UNDERSTANDING IS NOT PART OF THE COLLECTIVE BARGAINING AGREEMENT.

(Obtained, 1993)

- 2. The following language will be incorporated in the North Greene Unit District No. 3 Board of Education Policy Manual. It is agreed by the parties that the following language is not part of the Collective Bargaining Agreement between the parties:

Notification of Employee Concerning Meeting With Law Officers

When a member of the Administration meets with law officials to discuss matters involving a teacher, the administrator will notify the affected teacher that a meeting has taken place.

If the law officer requires the employee's presence, the teacher will be allowed a Union representative to be present if requested by the teacher and permitted by the law officer. If the meeting is held during the teacher time of the teacher or representative, release time shall be granted.

Parent-Teacher Advisory Committee—Pupil Discipline

Two (2) members selected by the North Greene Education Association Local No. 3818 will serve on the District's Parent-Teacher Advisory Committee in Accordance with Section 5/10-20.14 of the Illinois School Code.

Taping or Recording of Teacher's Classroom by Students

Students will not be allowed to record or videotape a Teacher's classroom without the consent of the teacher. Teachers may tape their own classes for the benefit of absent students. Any tape made by the student without the teacher's consent will not be used in any disciplinary or evaluative manner.

The Board of Education will develop a policy regarding the elimination of athletic passes for adult members of the community. The Board policy will offer athletic passes to students on a reward basis.

(Obtained, 1994)

3. It is mutually agreed that if a question about an employee's salary computation occurs, the employee shall first contact the central office with the concern. If the central office discovers a miscalculation, the central office will contact the employee as soon as possible. Whether the employer or the employee discovers the error, no adjustments will be made without first discussing it with the employee.

(Obtained, 1998)

4. The classifications listed in the collective bargaining agreement, Article 1.2, shall be for illustrative purposes only. The language in Article 1.2 shall not be construed to limit in any way the union's right of representation for any individual professional employee or professional classification as currently represented by the Union, or that may be represented in the future by the Union.
5. In the event an employee qualifies for worker compensation benefits by reason of his or her employment at North Greene Unit District No. 3, the employee shall have the option of:
 - a. retaining the worker compensation benefit and accepting a dock day (1/180 of annual salary) for each day a worker compensation benefit is paid; or
 - b. signing over the worker compensation benefit to the school district, in which case the employee shall be paid his or her regular salary by the school district for each day or worker compensation benefit (66 2/3% of salary) that is paid to the school district and the employee shall have 1/3 of a sick day deducted for each day or worker compensation benefit that is paid

(Obtained March, 2007)

6. A memorandum of understanding agreed to on June 18, 2007, clarifies that the \$1100 per employee per year Health Reimbursement Account be used for eligible Egyptian Trust medical expenses, for the employee and/or his/her spouse and/or his/her family members who are insured under Egyptian Trust.

(Obtained June 18, 2007)

7. This memorandum of understanding is for clarification of Article 6.6 of the contract and it is hereby understood by the members of the North Greene Board of Education and the North Greene Education Association, that all persons hired by North Greene Unit District No. 3 after January 1, 2007, and entitled to health/dental/life insurance coverage January 1, 2007, shall have their \$1100 reimbursement prorated from the first day of employment through December 31, of the calendar year. On the following January 1, these employees will be able to carryover up to \$300 if available from the first year's pro-ration and be able to access the new year's \$1100.

(Agreed: January 14, 2008)

8. We, the members of the North Greene Board of Education and the North Greene Education Association No. 3818, do hereby affirm our commitment to uphold the existing Professional Negotiations Agreement, in force from August 1, 2006 to August 1, 2009. Specifically, we will adhere to Article 1.3, Sole Negotiator. It is our desire and intent to uphold the Agreement in good faith at all times.

(Obtained, January 14, 2008)