

**2006-2010**

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**Board of Education of  
Pleasant Plains Community Unit School District No. 8**

**and**

**Pleasant Plains Educational  
Support Personnel Association**

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## **AGREEMENT**

This Agreement is entered into effective the 10<sup>th</sup> day of May, 2007, by and between the BOARD OF EDUCATION OF PLEASANT PLAINS COMMUNITY UNIT SCHOOL DISTRICT NO. 8 ("Board") and the PLEASANT PLAINS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION ("Association") and only applies to said parties. The parties hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS**

This Agreement shall incorporate the following definitions:

- Administration: The term “Administration” shall mean the administrative management team for the District and shall include, but not be limited to, the Superintendent, Principals, Assistant Principals, and the Transportation Director.
- Association: The term “Association” shall mean the Pleasant Plains Educational Support Personnel Association, its members and authorized representatives.
- Board: The terms “Board” or “Board of Education” shall mean the Board of Education of Pleasant Plains Community Unit School District No. 8, its members and authorized management representatives.
- District: The term “District” shall mean Pleasant Plains Community Unit School District No. 8, Menard, Morgan, and Sangamon Counties, Pleasant Plains, Illinois.
- Employee: The term “employee” shall mean any member of the bargaining unit set forth in Section 2.1 of this Agreement.
- Superintendent: The term “Superintendent” shall mean the chief executive and administrative officer of the District.

## ARTICLE II

### RECOGNITION AND REPRESENTATION

**Section 2.1. Recognition.** The Board recognizes the Association as the sole and exclusive bargaining representative for all full-time and regularly employed part-time, non-certified employees of the District who regularly work more than 10 hours per week, provided, however, that supervisors, managerial and confidential employees, student employees, and short-term employees (as defined by the Educational Labor Relations Act) shall not be members of the bargaining unit.

**Section 2.2. Duty of Fair Representation.** The Association agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Association membership.

**Section 2.3. Right to Join.** The Board and the Association recognize that every employee shall have the right to join or refrain from joining the Association without discrimination. Membership in the Association shall not be a condition of employment, nor shall the school discriminate in hiring or promotional opportunities or otherwise because of membership and/or participation in activities of the Association.

**Section 2.4. Leave of Absence Replacements.** An employee hired to replace a bargaining unit member who is on an approved leave of absence of one year or more shall be considered eligible for all rights and benefits of this Agreement.

## ARTICLE III

### STATUS OF THE AGREEMENT

**Section 3.1.** Ratification and Amendment. This Agreement shall become effective as ratified by the Board and Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**Section 3.2.** Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Board policies, rules, and regulations which may be in effect from time to time, the written terms of this Agreement shall be controlling.

**Section 3.3.** External Law If there is any conflict between the provisions of this Agreement and any legal obligations imposed on the Board by federal or state law, then such legal obligations thus imposed shall be controlling.

**ARTICLE IV**  
**BOARD RIGHTS**

The Board, on behalf of the residents of the District, shall maintain the right and responsibility to operate the District and to direct the employees of the District, including, but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement, except as limited by the terms of this Agreement. These rights include:

- A. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees.
- B. To delegate authority through recognized administrative channels for the performance of professional duties according to current Board policy, or as the same may from time to time be amended, and to introduce new or improved methods, equipment, and facilities.
- C. To establish, modify, or eliminate programs and services, to determine whether to provide or purchase goods and services, and to determine the methods, means, and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board.
- D. To hire all employees and, subject to provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to evaluate, promote, transfer, and lay off all such employees.
- E. To establish and, as necessary, modify the duties of each employee and to assign each employee so as to fulfill the District's mission and meet District objectives and standards of service.

## ARTICLE V

### UNION-BOARD RELATIONS

**Section 5.1.** Payroll Deductions for Association Dues. Authorization for the deduction of Association dues shall be submitted to the Superintendent and shall remain continuously effective from year-to-year unless the employee rescinds such authorization by notice in writing to the Superintendent and the Association prior to July 1 of any year hereunder. On or before each July 1 of this Agreement, the Association will notify the Superintendent in writing of the amount of the monthly membership dues to be deducted during the next ensuing fiscal year. Payroll deduction authorizations properly submitted to the Superintendent by the 1<sup>st</sup> of any month hereunder shall become effective no later than the first pay period of the following month. Such payroll deduction shall be equally deducted over the remaining pay periods and promptly remitted to the Association.

**Section 5.2.** Information to Association. Upon reasonable request to the Superintendent, the Board shall provide the Association with access to information which relates directly to the Association's function as the exclusive bargaining representative for the employees covered by this Agreement and which is not otherwise exempt from disclosure under the Illinois Freedom of Information Act, the Illinois Personnel Records Act, or other applicable state or federal law, rule, or regulation. Upon receipt of any such request, the Superintendent shall provide the information requested within seven workdays or shall notify the Association President that additional time is needed to fill the request. If some or all of the information requested cannot be provided, then the Superintendent shall give a written explanation of the reason to the Association President.

**Section 5.3.** Association Use of Meeting Rooms. The Association President or designee may secure use of District meeting rooms subject to the same terms and conditions as the Board shall apply to other groups.

**Section 5.4.** Association/Administration Communications. In order to facilitate communication between the Association and the Administration and to properly address issues that may arise in connection with the implementation and administration of this Agreement, the President of the Association and the Superintendent shall meet monthly to review the Board agenda and to discuss matters of mutual concern that do not involve pending negotiations. Either the President of the Association or the Superintendent may elect to include such other employees or representatives as appropriate to address matters under discussion.

**Section 5.5.** Access to Personnel Files. Upon at least 24 hours' advance notice, employees shall have the right to inspect their own personnel files, provided that a representative of the Administration shall be present during such inspection and the employee shall sign a review log upon completion of any such inspection. Employees

shall have the right to include in their personnel file a response to information contained therein, provided that the Board's failure to respond to any such written response by the employee shall not be construed to indicate agreement with the contents of such response. A copy of any information placed in an employee's personnel file shall be provided to the employee upon written request.

## ARTICLE VI

### GRIEVANCE PROCEDURE

**Section 6.1. Grievances.** The goal of the grievance process is to secure at the lowest possible administrative level equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from interference, coercion, restraint, discrimination, or reprisal.

**Section 6.2. Definitions Used in the Grievance Procedure/Article.**

- a. Grievance is a claim by the Association or any employee or group of employees within the bargaining unit asserting a violation, misinterpretation, misapplication, or inequitable application of the terms or provisions of this Agreement.
- b. Aggrieved Party shall mean any employee or group of employees asserting the grievance.
- c. Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
- d. Days shall mean workdays (unless otherwise specified herein) when the District's administrative office is open.

**Section 6.3. The Grievance Process.** All grievances shall include:

- a. The name of the aggrieved party.
- b. The date of filing the grievance.
- c. The section or sections of this Agreement alleged to be violated.
- d. A statement identifying the manner in which each identified section has been violated.
- e. The remedy or remedies sought by the aggrieved party.

If a grievance is incomplete or does not conform to these requirements, then it shall be returned to the aggrieved party, and the time limits for response at Stage 2 shall be suspended until such grievance is resubmitted in proper form.

Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be communicated in a timely manner to the aggrieved party and the Association.

The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort shall be made to avoid interruptions of work activity and to avoid involvement of students in any phase of the grievance procedure. Should the processing of any grievance require that an employee be released from regular assignment, no loss of pay or benefit shall be incurred. The Association shall be responsible for any additional costs incurred during this process (specifically for substitute pay).

The parties agree to facilitate any investigation which may be required and to make available such relevant documents, communications, and records concerning the alleged grievance as may be requested by the aggrieved party or the Board or their duly authorized representatives.

Any aggrieved party has the right to have an Association representative of his/her choice present at all stages of this grievance procedure.

No interference, coercion, restraint, discrimination, or reprisal of any kind at any time shall be taken by any party hereto against the aggrieved party, any party-in-interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

Nothing contained herein shall be construed as limiting the right of the aggrieved party to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and the Association (by notice to the President or designee) has been given the opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding in future proceedings.

**Section 6.4. Time Limits.** Consideration should be given to completing each stage as expeditiously as possible; however, the time limits specified for either party may be extended by mutual written agreement.

No written grievance shall be entertained, and such grievance shall be deemed waived unless the written grievance is forwarded at the first available stage within 25 days after the aggrieved party knew or should reasonably have known of the act or condition on which the grievance is based.

If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance shall be deemed to be abandoned and further appeal under this Agreement shall be barred.

Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party or his/her Association representative within the specified time limit shall permit the lodging of an appeal to the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

**Section 6.5. Stages in the Grievance Process.**

Stage 1: The aggrieved party will discuss his/her grievance with his/her immediate supervisor with the objective of resolving the matter informally.

Stage 2: If the grievance is not resolved informally, it shall be reduced to writing (using the grievance form attached as Exhibit A) and presented to the immediate supervisor.

Within 10 days after receipt of the grievance, the unit supervisor shall schedule a meeting with the aggrieved party and/or his/her representative and any other person(s) necessary to decide the grievance.

Within 10 days after conclusion of the meeting, a decision shall be rendered in writing and presented to the aggrieved party and to the Association President or designee.

Stage 3: If the aggrieved party is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, he/she shall, within 10 days, file a written appeal of the decision with the Superintendent.

Within 10 days after receipt of the appeal, the Superintendent shall schedule a meeting with the aggrieved party and/or his/her representative and any other person(s) necessary to decide the grievance.

The Superintendent shall render a decision in writing to the aggrieved party and to the Association President or designee within 10 days after conclusion of the meeting.

Stage 4: If the aggrieved party is not satisfied with the written decision at the conclusion of Stage 3 and wishes to proceed further, he/she shall, within 10 days of receipt of the written decision, file a written appeal of the decision with the President of the Board.

Within 10 days after receipt of the appeal, the President of the Board or designee shall schedule a meeting with the aggrieved party and/or his/her representative and any other person(s) necessary to decide the grievance. Any such designee shall be a member of the Board.

Within 10 days after conclusion of the meeting, a decision shall be rendered in writing and presented to the aggrieved party.

Stage 5: If the Association is not satisfied with the decision at Stage 4 and wishes to proceed further, the Association may refer the grievance to mediation by delivering written notice to the Superintendent within 10 days of receipt of written decision from the Board. The Association and Board shall then jointly request the Federal Mediation and Conciliation Service to provide the services of a mediator at a time or times convenient to all parties. More than one grievance may be submitted to the same mediator if all parties mutually agree in writing.

Stage 6: If the grievance is not resolved at Stage 5, the Association may initiate arbitration by notifying the President of the Board within 30 days following the mediation meeting. The parties shall attempt to agree upon an arbitrator within 10 days after the President's receipt of the arbitration notice. In the event the parties are unable to agree upon an arbitrator within such 10-day period, the parties shall jointly request either the Illinois Educational Labor Relations Board, the Federal Mediation and Conciliation Service, or the American Arbitration Association to submit a panel of five arbitrators (if the parties cannot agree, the first grievance to proceed to arbitration hereunder shall use the services of the Illinois Educational Labor Relations Board; the second shall use the services of the Federal Mediation and Conciliation Service; the third shall use the services of the American Arbitration Association; and so forth). Both parties shall have the right to strike two names from the panel as follows:

- C For the first arbitration hereunder, the Association shall strike the first and third names from the panel, and the Board shall strike the second and fourth names.
- C For the second arbitration hereunder, the Board shall strike the first and third names from the panel, and the Association shall strike the second and fourth names.
- C The parties shall alternate the striking order for each subsequent arbitration.
- C The person remaining in each instance shall be the arbitrator.

Each party shall have the right to strike one entire panel. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall be notified of his/her selection by a joint letter and shall be requested to set a date and time for the hearing, subject to the availability of the parties, their representatives, and necessary witnesses.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions.

The arbitrator shall have no power or authority to add to, subtract from, or modify the express provisions of this Agreement or to make any decision which requires the commission of an act prohibited by law.

The decision of the arbitrator shall be final and binding upon both parties.

The fees and expenses of the arbitrator shall be divided equally between the parties; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. Either party shall have the right to have a transcript of the hearing made, provided that it shall bear the full cost for the transcript. In the event the parties shall jointly request a transcript, then the parties shall equally share the cost thereof.

**Section 6.6. Grievance Files.** The Superintendent is responsible for maintaining the official files for all grievance cases. These grievance files shall be kept separate from all other personnel files.

Only the following individuals shall have access to these files: the Administration, the Board of Education, legal counsel retained by the District, the President of the Association, the Chair of the Grievance Committee for the Association, and legal counsel or designee or other representative retained by the Association.

The aggrieved party shall have access only to the case at issue for that employee.

Complete official files shall be kept for a minimum of five years. Thereafter, a log containing only a statement of the nature of the grievance and its final disposition shall be sufficient.

## ARTICLE VII

### CONDITIONS OF EMPLOYMENT

**Section 7.1. Probationary Employees.** A new employee entering any position classification covered by this Agreement shall be required to serve a probationary period equal to 175 workdays or 1 calendar year, whichever is less. The Board may terminate probationary employment with or without cause at the Board's sole discretion. Termination of a probationary employee shall not be subject to Article VI (Grievance Procedure) of this Agreement.

If an existing employee enters a new position classification, such employee shall serve a probationary period equal to 90 workdays or 6 calendar months, whichever is less. The Board may terminate such probationary appointment at its sole discretion, with or without cause. Such employee shall return to his or her previous classification, provided that such previous classification has not been eliminated by the Board as a result of a reduction in force. The employee shall revert to the previous rate of pay as adjusted by any subsequent increase for that classification.

If a probationary period of any employee is interrupted by an unpaid leave of absence, layoff, or suspension, the probationary period may, at the election of the Board, be extended by a period of time equal to the unpaid leave of absence, layoff, or suspension.

**Section 7.2. Examination by Healthcare Professional.** Upon reasonable determination by the Administration that an employee is experiencing problems with the performance of assigned duties, the Board may require an employee to undergo an examination to determine fitness for work by a licensed healthcare professional (such as an M.D., physical therapist, or psychologist) selected by the Superintendent (or designee), provided that the Board shall allow the employee release time for such examination and shall pay the costs of such examination. The employee may seek a second or subsequent examination from a healthcare provider at the employee's choice and at the employee's sole expense. The results of any such examination(s) shall be provided to the Superintendent and to the employee.

**Section 7.3. Evaluations.** Employees shall be evaluated at least annually by their immediate supervisor. Following each evaluation, the employee and immediate supervisor shall convene a post-evaluation conference at which the employee shall be provided a copy of the written evaluation. In addition to the annual evaluation, the Superintendent (or designee) may conduct such additional evaluations as are deemed necessary and appropriate if performance and/or conduct deficiencies appear evident. The content of any evaluation shall not be subject to the grievance procedure set forth in Article VI hereof.

**Section 7.4. Drug Testing.** It is the policy of the District to maintain a drug and alcohol free educational and work environment. During the course of performing services for the District, employees shall not possess or use alcohol, drugs, or any other substance that impairs their ability to safely perform job duties, nor shall employees report to work under the influence of alcohol, drugs, or other substances that may impair their ability to safely perform their job duties.

In order to promote the safety and security of students and staff, the District may conduct substance tests based on breath, saliva, urine, blood, and/or hair samples under circumstances set forth herein. Any employee requested to take a substance test will be required to execute a substance test consent form. Refusal to sign the form or leaving the work area prior to the substance test without permission of the supervisor, or refusal to cooperate in any way with the testing process, shall be grounds for disciplinary action up to and including termination.

If a supervisor has reasonable cause to conclude that an employee is impaired during the course of performing services for the District, then the employee may be required by the Superintendent (or designee in the absence of the Superintendent) to undergo a substance test. Reasonable cause shall include an on-the-job accident or injury caused or incurred by the employee or the demonstration of impaired speech or behavior on the part of the employee. Whenever an employee is required to submit to a substance test, the supervisor must prepare a written incident report for submission to the Superintendent within 24 hours of the event or events that gave rise to the test.

Any test hereunder shall be at the expense of the District and shall be conducted during time for which the employee shall be paid.

Employees shall not be subject to discipline hereunder if the employee possesses a valid prescription issued to the employee by a licensed health care provider and used for its intended purposes. However, if an employee's ability to perform job duties is impaired by the use of a prescription drug, then the employee must report that to the immediate supervisor.

In the event any provision of this Section shall conflict with any testing requirement or protocol mandated by statute, rule, or regulation in respect to any employee, such statute, rule, or regulation shall have preference and priority over the conflicting provision hereof.

## ARTICLE VIII

### DISCIPLINARY PROCEDURES

**Section 8.1. Progressive Discipline.** For just cause, employees shall be subject to progressive disciplinary action by the Administration and/or Board. Misconduct shall result in disciplinary sanctions ranging from verbal reprimand through dismissal according to the following schedule:

- a. Verbal Reprimand by the Administration. A record of each verbal reprimand shall be documented and placed in an administrative file maintained by the Administration.
- b. Written Reprimand by the Administration. Any written reprimand shall be provided to the employee, and a copy of such reprimand shall be placed in the employee's personnel file. Prior to the issuance of a written reprimand, the Administration shall give the employee an opportunity to have a disciplinary meeting with the Administration.
- c. Suspension by the Administration. The Superintendent may impose suspension without pay for no more than 15 workdays, provided that the employee shall be given an opportunity to first meet with the Superintendent regarding the cause or causes for such suspension.
- d. Dismissal by the Board. For just cause and upon the recommendation of the Superintendent, the Board may act to dismiss an employee in accordance with applicable law, provided that the employee shall be given an opportunity to first meet with the Board regarding the cause or causes of such dismissal recommendation.

**Section 8.2. Disciplinary Meetings.** In respect to any meeting convened under this Article, the employee shall be given at least 48 hours' prior written notice of the time, place, and purpose of the meeting and may elect to be accompanied by a representative of the Association or any other representative.

**Section 8.3. Initial Disciplinary Step.** The Association and Board acknowledge that appropriate disciplinary sanctions for any employee misconduct shall be determined by the Administration and/or Board based on the repetitive nature of such misconduct and/or the magnitude or severity thereof. The initial disciplinary step shall depend on the severity of the offense.

**Section 8.4. Remediation Plan.** Any written reprimand or suspension under this article may be imposed in combination with a remediation plan approved by the Superintendent that is intended to prevent recurrence of the misconduct that gave rise to the disciplinary sanction.

**Section 8.5. Administrative Leave Pending Investigation.** In connection with any allegation of misconduct, the Superintendent may grant administrative leave with pay pending the investigation of such allegation.

## ARTICLE IX

### SENIORITY

**Section 9.1. Definition of Seniority.** The seniority of employees shall be calculated from the most recent date of beginning continuous employment by the Board. Conflicts of seniority among employees with the same beginning dates of employment shall be resolved in favor of the employee who provided substitute services for the District prior to permanent employment. If a tie still exists, then the employee who was approved for permanent employment first (by date or, if a tie still exists, by order of listing on the Board personnel action agenda) shall be awarded seniority. Short-term illnesses and absences will not count against the earning of seniority. On or about February 1 of each year of this Agreement, the Board shall prepare and distribute a seniority list of employees by job classification. For the purposes of this Agreement, the job classifications of the bargaining unit are: custodial, maintenance, grounds, cafeteria, secretarial, transportation, and instructional assistant. Such seniority list shall be distributed to all employees, and any employee may file a written protest as to his or her seniority in any job classification. Such protest must be filed with the Superintendent within 30 days of the date on which the seniority list was distributed and shall state all facts on which the protest is based and the outcome requested. Upon receipt of a protest, the Superintendent and the President of the Union (or designee in the event the President filed the protest or in the event the President's seniority in any job classification could be affected by the protest) shall make a final binding and non-grievable determination of seniority in respect to the employees affected by the protest.

In respect to all other employees, such seniority list shall be final and binding upon the expiration of 30 days from the distribution of the seniority list and shall govern the order in which reductions are implemented by the Board during the term of this Agreement.

**Section 9.2. Reductions In Force/Recall Rights.** With the exception of Individual Aides, reductions in force or reductions in hours of employment shall be implemented in reverse order of seniority within each job classification. The employee with the least seniority with the District shall be affected first. Individual Aides shall be laid off when their services on behalf of the individual student are no longer necessary.

Recall rights for all employees shall be governed by Section 10-23.5 of the Illinois School Code.

**ARTICLE X**  
**TRANSPORTATION**

**Section 10.1. Position Classifications.** For the purposes of this article, transportation employees shall be employed in the following positions:

a. Full-Time Driver. An employee who provides services for 30 hours or more per week during a 177-day contractual work year.

b. Route Driver.

An employee who is assigned a regular morning and afternoon route or an employee who is assigned a regular morning and afternoon route and drives additional routes after the regular morning route and before the regular afternoon route during a 177-day contractual work year

c. Assistant Director of Transportation. An employee who provides services for 40 hours per week during a 260-day contractual work year.

**Section 10.2. Regular Route Vacancies.** Notice of any vacant or new bus route shall be posted in the bus garage for at least six school days prior to being filled by the Transportation Director. Employees may express a preference for a vacant or new bus route. The Transportation Director shall fill the vacant or new route by seniority from the drivers who have expressed a preference.

**Section 10.3. Extra Routes.** The Transportation Director shall assign extra routes (routes which run on a daily basis but are not regularly assigned morning or afternoon routes) by seniority.

**Section 10.4. Extra Trip Assignments.**

a. Definition. For the purposes of this Article, extra trips shall be defined as trips that are not driven daily. Such trips include, but are not limited to, field trips, sporting events, and extracurricular trips.

b. Eligibility. Route Drivers requesting extra trips must submit their names to the Transportation Director on or before September 15 of each year of this Agreement. Coaches and Sponsors that drove extra trips during the 2006-2007 school year shall be eligible to continue driving extra trips for their events so long as they continue to hold the 2006-2007 positions that occasioned the extra trips.

c. Administration. All extra trips shall be scheduled and administered by the Transportation Director.

- d. Posting. Upon receipt of notice of an extra trip, the Transportation Director shall promptly post such notice so as to permit Route Drivers the opportunity to review assignments.
- e. Assignments. Extra trips shall be assigned to Route Drivers on a rotating basis based upon the numerical sequence of their assigned bus. On school days, a Route Driver shall be assigned all extra trips that (1) can be completed within the hours of a normal school day and (2) do not conflict with assigned regular morning and/or afternoon routes. During the school year any extra trip that is scheduled after 4:15 p.m. on a school day, during a weekend, or during a school break shall be offered first to Route Drivers and then to applicable Coaches or Sponsors if no Route Driver accepts the assignment.
- f. Forfeiture of Turn in Rotation. If a driver declines an extra trip assignment, then that driver's turn in the rotation cycle will be forfeited.
- g. Coaches/Sponsors. On school days extra trips that conflict with regular morning and/or afternoon routes may be assigned to applicable coaches or Sponsors for their events. Overnight events and trips that were driven by the applicable Coaches or Sponsors prior to or during the 2006-2007 school year may continue to be assigned to such Coaches or Sponsors. Extra trips under this section shall not be subject to the posting requirements under Section 4d above.
- h. Cancellation. If a trip is cancelled after the driver has reported to work and begun the preparation process, then that driver will be compensated for 2 hours' work and will retain his or her turn in the rotation cycle. If a trip is postponed and rescheduled to commence within 24 hours of its original departure time, the assigned driver may elect to drive the postponed trip.

**Section 10.5. Summer Route Assignments.** Summer routes shall be assigned by the Transportation Director on the basis of seniority among all drivers who have applied to work summer routes.

**Section 10.6. Physical Examinations.** The Board shall pay the cost of physical examinations required to maintain employment as a transportation employee, provided that the vendor of physical examination services is selected or approved by the Board.

## ARTICLE XI MISCELLANEOUS PROVISIONS

**Section 11.1.** Custodian Summer Hours. Upon request of a majority of Custodians, and approval by the Superintendent, a summer schedule shall be implemented.

**Section 11.2.** Custodian Overtime. If overtime is required in a District building, such overtime shall be assigned to a Custodian who works in such building on a rotating basis beginning with the most senior Custodian.

**Section 11.3.** Secretary Summer Employment. Employment prior to the commencement of the school year and/or after the conclusion of the school year shall be in consecutive, full workdays as set forth on the attached workload exhibit (Exhibit B), unless the Secretary and immediate supervisor mutually arrange a different schedule.

**Section 11.4.** Scheduling Substitute Teachers. Secretaries shall maintain a log of time spent scheduling substitute teachers outside of normal work hours. Secretaries shall be paid their regular rate of compensation for such time spent, or at the rate of 1.5 times their regular hourly rate to the extent that such time spent qualifies for overtime pay.

**Section 11.5.** Computer Access. Employees who access District equipment and systems will use such equipment and systems in accordance with all applicable Board policies and administrative procedures. Employees shall not use District equipment or systems for downloading or reproducing materials for personal use and shall comport with the District's fair use policies and practices when downloading or reproducing materials in furtherance of their employment duties.

**Section 11.6.** Licenses Required for Employment. Licenses required for employment, such as food handlers' certificates required of all Cafeteria Managers and Cooks and commercial driver's licenses required of all transportation employees, shall be maintained on a current basis and paid for by the Board.

**Section 11.7.** Employee Training. Any expenses incurred by an employee in respect to training requested or required by law or by the Board shall be paid or reimbursed by the Board. Such expenses may include tuition, fees, travel, food, and lodging charges. Employees shall be paid for time spent in respect to training requested or required by the Board.

**Section 11.8.** Individual Aides. If an Individual Aide is notified prior to 7:30 a.m. of any workday that the student or students assigned to such Individual Aide will not be in attendance that workday, then the Individual Aide shall not report to work and shall not be paid for that day. If an Individual Aide reports to work on a day when the student

or students assigned to such Individual Aide are not in attendance, then the Individual Aide shall be assigned other duties and shall be paid for that day.

## ARTICLE XII

### LEAVES

**Section 12.1.** Sick Leave. Employees shall accrue sick leave on a monthly basis commencing with the month of employment. The number of sick leave days awarded on an annual basis shall be in accordance with the following schedule:

- a. 9-month employee – 10 days.
- b. 10-month employee – 11 days.
- c. 12-month employee – 13 days.

Unused sick leave may accumulate without limitation. Part-time employees shall earn sick leave on a prorated basis, and employment for a partial month shall be prorated.

Sick leave may be used for reasons of personal illness, temporary disability, quarantine at home, illness in the immediate family or household, or extension of bereavement leave. For purposes of this section, immediate members of the family shall mean husband, wife, son, daughter, mother, father, brother, sister, or corresponding in-law or step-relation, or any person for whom the employee is the legal guardian. The Administration may require certification from a physician or other licensed healthcare professional depending on the reason for the sick leave. Such certification may be required to document authorization for an employee to return to work. Certification may be required in circumstances where the Administration reasonably determines that there is a pattern of sick leave misuse over a period of time.

Employees shall notify their immediate supervisor of their intended use of sick leave prior to the beginning of their shift. Any employees who shall miss three consecutive workdays without notifying their immediate supervisor of the reasons for such absence shall be deemed to have tendered their resignation from employment and shall be immediately terminated from such employment, unless physically incapacitated from giving such notice under circumstances where a member of the immediate family or household cannot give such notice.

Upon termination of employment, an employee shall be paid \$5 for each hour of accrued sick leave that is not applied to earn additional service credit under the employee's retirement plan subject to the terms of Section 13.12 hereof.

Any employee receiving worker's compensation payments while on leave shall concurrently be eligible for sick leave, provided, however, that sick leave shall only be awarded in such amount as necessary to bring the employee's total payment (worker's compensation plus sick leave) while on leave up to the amount of the employee's regular pay.

**Section 12.2. Personal Leave.** Twelve-month employees shall be awarded two days of paid leave for personal business upon the commencement of each fiscal year of employment, and all other employees shall be awarded two days of paid leave for personal business upon the commencement of each academic year of employment. Employees who shall commence employment after the beginning of the year shall be awarded personal leave on a prorated basis. Any unused personal leave may accumulate up to a maximum of four days. Unused personal days beyond the maximum of four shall automatically convert to sick leave. Except in emergency circumstances, the employee's immediate supervisor (or designee) must give prior written approval of all personal leave under this section, which approval shall not be unreasonably denied. In emergency circumstances the employee requesting the use of personal leave shall obtain prior verbal approval from the immediate supervisor (or designee).

For the purposes of this section, a day of personal leave shall equal the duration of an employee's regular workday. Personal leave may be used in one-half day increments. No personal leave shall be approved for the first or last day of the school calendar. Notwithstanding any other provision hereof, new employees shall be credited with one personal leave day upon commencement of employment. The second personal leave day shall be awarded upon completion of the employee's probationary period.

**Section 12.3. Bereavement Leave.** Employees shall be eligible for two bereavement leave days per fiscal year for any death(s) in the immediate family. For the purposes of this article, immediate family shall mean the employee's spouse, son, daughter, mother, father, brother, sister, corresponding in-law or step-relation, or any person for whom the employee is legal guardian. If an employee should require more than two bereavement leave days during any year hereof, then the employee may use accumulated sick leave.

**Section 12.4. Legal Leave.** Employees summoned to appear as jurors or witnesses in a legal proceeding will promptly notify their immediate supervisor. No employee shall suffer any loss in salary as a result of appearing for jury duty or as a witness to testify in a legal proceeding, provided that such testimony is sought in connection with a work-related matter and further provided that the employee shall remit to the District any compensation or fees received as a juror or witness. Fees designated as reimbursement for travel or parking expenses shall be retained by the employee.

**Section 12.5. Vacation Leave.** A full-time employee shall accrue vacation leave upon the completion of each month of employment in accordance with the schedule set forth below:

## VACATION LEAVE SCHEDULE

<u>Employment Duration</u>	<u>Vacation Days Accrued Per Full Month of Employment</u>
0-5 years	.834 days
6-12 years	1.250 days
13 or more years	1.667 days

Vacation leave shall be accrued on a pro rata basis for any partial month of employment. A maximum of five days may carry over to the next year of employment, and any unused vacation days beyond such five days shall be lost. Unless otherwise authorized by the Superintendent, any vacation days carried over to the next year of employment must be used during such year.

Employees shall submit a written request for vacation leave to their immediate supervisor at least two weeks in advance of the intended commencement date for such vacation. The immediate supervisor shall schedule vacation leave on a first come/first served basis. If approval is denied or delayed, the immediate supervisor shall provide a brief statement of the reason. Vacation leave shall be scheduled so that at least one custodian assigned to a building shall be present in such building during each workday.

Vacation leave shall be taken in whole or half-day increments. Any employee who has exhausted accumulated sick leave may elect to use vacation leave.

No vacation leave will be approved for the week immediately preceding the start of the fall semester. Vacation leave requested during the week preceding the start of summer recess must be approved by the Superintendent.

**Section 12.6. Sick Leave Bank.** The Board and the Association agree that a Sick Leave Bank shall be maintained for employees who have elected to donate one sick leave day per year to the Bank. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two employees appointed by the President of the Association and one administrator appointed by the Superintendent. The Sick Leave Bank shall operate in accordance with such bylaws and procedures as are in effect upon the ratification of this Agreement and as hereafter amended from time to time by the Sick Leave Bank Committee.

## ARTICLE XIII

### COMPENSATION AND WORKLOAD

**Section 13.1. Compensation Adjustments.** During FY2007, employees shall be compensated as set forth in the attached Exhibit C. Such compensation generally reflects an across-the-board increase of 4.75% retroactive to July 1, 2006 (or later date of employment, if applicable), and a market adjustment for some employees in the following classifications: aides, cafeteria employees, custodians, grounds maintenance employees, and secretaries. Market adjustments shall take effect on the date following ratification of this Agreement by the Association.

**Section 13.2. Initial Compensation.** During FY 2007, initial compensation shall be as set forth on the attached Exhibit B.

**Section 13.3. Workload.** Employees shall typically work the number of hours per week and the number of weeks per year as are set forth on the attached Exhibit B. In the event that it shall become necessary to change the established schedule of an employee (or all employees in a job classification), then the immediate supervisor will provide written notice of the proposed change to affected employees at least 14 calendar days prior to the effective date of the schedule change. For the purposes of this Agreement, the regular workweek shall consist of 5 consecutive workdays, Monday through Friday. Any schedule change that shall result in a reduction of work hours shall require at least 30 days' advance notice and shall comply with Section 9.2 hereof (Reduction in Force/Recall Rights).

**Section 13.4. Annual Work Calendar.** A calendar committee will be formed each year in February to submit options and make a recommendation to the Board about the calendar for the following school year. This committee will consist of the Superintendent, one Board member, one non-certificated staff member appointed by the PPESPA and three teachers appointed by the PPEA. The committee will submit options that include days of attendance, parent-teacher conference days, teacher institute days, and teacher in-service days.

**Section 13.5. Overtime Pay.** Employees shall be paid overtime (1.5 x base hourly wage) for work performed beyond 40 hours of work per week. For the purposes of this section, hours worked shall include time off in pay status for a holiday. Bargaining unit employees shall have first right of refusal for available overtime.

**Section 13.6. Contracting for Services.** Except as otherwise agreed by the parties in writing, the Board shall not contract for services being provided by an employee in circumstances where such employee's position shall thereby be eliminated or reduced.

**Section 13.7. Paid Holidays.** Employees eligible for holidays (as set forth on the Exhibit B) shall be subject to the following conditions:

- a. If an eligible employee works on a holiday, or if a holiday falls on a day that is not a scheduled workday for an employee, then the employee shall schedule another paid day off with the immediate supervisor.
- b. Employees are expected to work full shifts on the workday immediately preceding and immediately following a holiday. Any employee who is absent due to illness immediately preceding or following a holiday may be requested to present a physician's statement to the immediate supervisor.

**Section 13.8. Emergency Closings.** Employees who are required to report to work when their work location is closed due to weather or some other emergency shall be paid one and one-half times their base hourly wage for work performed during such emergency. Twelve-month employees who do not report to work during an emergency closing shall be paid their regular wages during such closing. All other employees shall not be paid for time when their work location is closed due to weather or some other emergency.

**Section 13.9. Benefits.** For the purposes of this Agreement, employees with a contractual workweek of at least 30 hours shall be entitled to participation in the District's health and life insurance plans. Twelve-month employees shall be entitled to vacation leave. Employees shall otherwise be entitled to leave benefits as set forth in Article XII hereof and on the attached Exhibit D.

**Section 13.10. Callback Compensation.** If an employee is called to work on a day when such employee is not scheduled to work, or is called back to work after having left work, then such employee shall be paid for a minimum of 2 hours at the regular rate of pay, or at the overtime rate of pay to the extent that the employee has exceeded 40 hours of work (including time off in pay status for a holiday) during the workweek.

**Section 13.11. Retirement Contributions.** During the term hereof, each employee who works in an Illinois Municipal Retirement Fund ("IMRF") qualified position shall contribute 4½% of the employee's annual compensation to IMRF. Such contributions shall be paid from the employee's compensation by the Board.

**Section 13.12. Payment for Accrued Sick Leave.** Upon termination of employment, an employee shall be paid \$5 for each hour of accrued but unused sick leave that is not applied to earn additional service credit through IMRF, provided, however, that payment shall be limited to sick leave accrued over no more than 60 days of employment for each eligible employee.

**Section 13.13. Pay Periods.** Each employee shall be paid on the 15<sup>th</sup> and last business day of the month. If any payday falls on a weekend or holiday, then

employees shall be paid on the last workday preceding such weekend or holiday. Upon election of any employee, compensation hereunder shall be paid by direct deposit to a bank, savings and loan, credit union, or other financial institution selected by the employee.

## ARTICLE XIV

### INSURANCE

**Section 14.1. Coverages.** Eligible employees shall be entitled to group health and life insurance benefits pursuant to the same terms and conditions as shall apply to District teachers.

**Section 14.2. Insurance Premiums.** For the balance of calendar year 2007, the Board shall pay up to \$313.88 toward the premium for group health and life insurance coverages and \$155.00 per month for employees currently receiving contributions toward an HRA account. Employees who elect group dental coverage and/or disability coverage shall be responsible for payment of the premiums to purchase such coverage. Upon authorization of the employee, dental insurance and/or disability insurance premiums shall be paid through payroll deductions.

**Section 14.3. Insurance Premiums for Dependent Coverage.** Employees shall pay all premiums for optional dependent medical coverage. Upon authorization of the employee, such premiums shall be paid via payroll deduction.

**Section 14.4. Terms of Insurance Policies, Programs, or Agreements to Govern.** The nature and extent of coverage under any insurance policies, programs, or agreements shall be exclusively governed by the terms and conditions set forth therein. Any disputes concerning said insurance policies, programs, or agreements or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in the applicable policy and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this Agreement.

## **ARTICLE XV**

### **NON-INTERRUPTION OF SERVICES AND WORK**

During the term of this Agreement, neither the Association nor any of the employees covered by this Agreement will authorize or engage in any strike, stoppage of work, or any other concerted interruption of or interference with the operations of the District. Article VIII (Disciplinary Procedures) shall apply to any violation of this provision.

## **ARTICLE XVI**

### **SAVINGS**

If any provision of this Agreement or the application of such provision is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

## **ARTICLE XVII**

### **ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XVIII**

**TERM OF AGREEMENT**

This Agreement shall be effective as of the 10<sup>th</sup> day of May, 2007, and shall remain in full force and effect until July 1, 2010. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least 90 days prior to July 1, 2010, or at least 90 days prior to July 1 in any succeeding year.

**Board of Education of Pleasant Plains  
Community Unit School District No. 8**

**Pleasant Plains Educational Support  
Personnel Association**

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its President

Date: \_\_\_\_\_, 2007

Date: \_\_\_\_\_, 2007

**EXHIBIT A**

**GRIEVANCE**

**I. AGGRIEVED PARTY:**

**II. GRIEVANCE FILING DATE:**

**III. DATE OF ALLEGED VIOLATION:**

**IV. STATEMENT OF CONTRACT VIOLATION(S):**

A. Section\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Section\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Section\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Section\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. REMEDY OR REMEDIES SOUGHT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Aggrieved Party

\_\_\_\_\_  
Association Representative (Optional)

## EXHIBIT B

Job Classifications	Contractual Work Year (Days)	Minimum Contractual Workweek (Hours)	Starting Hourly Rate of Pay
<b>Aides</b>			
Individual	175	Varies on IEP	\$8.50
Classroom	180	37.5	\$8.50
Library	Varies 77 to 180	37.5	\$9.50
<b>Secretaries</b>			
Building Secretary	200	40	\$8.50
<b>Cafeteria Employees</b>			
Cafeteria Manager	177	Varies 20-37.5	\$1.00 increase
Cook	173	Varies	\$8.50
<b>Building Employees</b>			
Custodian	260	40	\$9.50
Grounds	260	30-40	\$9.50
Maintenance	260	40	*
<b>Transportation Employees</b>			
Route Driver	177	15	\$14.00
Full-Time Driver	177	30-40	\$14.00
Assistant Director of Transportation	260	40	*
<b>Nurse</b>			
Nurse	180	20	\$14.00

\*As determined by Board at time of employment

## EXHIBIT C

## EXHIBIT D

<b>Vacation Leave (See Section 12.5)</b> 260 Day Employees	
Custodian Grounds Maintenance Assistant Director of Transportation	

<b>Sick Leave</b>	
9 Month Employees	10 Days
10 Month Employees	11 Days
12 Month Employees	12 Days

<b>Paid Holidays</b> 260 Day Employees	
<b>Holidays include:</b> New Year's Day, Martin Luther King Day, Lincoln's Birthday, Casimir Pulaski Day, Good Friday, Memorial Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day (if school is in session during a holiday, a floating holiday is given)	

<b>Health Insurance and Life Insurance</b>
Employee must work a minimum of 30 hours per week to qualify for Insurance Benefits.
Individual Aide Classroom Aide Library Aide Building Secretary Cafeteria Manager Cook Custodian Grounds Maintenance Full-Time Driver Assistant Director of Transportation

**MEMORANDUM OF UNDERSTANDING**  
**Reopener Negotiations**

In confirmation of bargaining discussions between the **Pleasant Plains Educational Support Personnel Association** ("Association") and the **Board of Education of Pleasant Plains Community Unit School District No. 8** ("Board"), it is the intention of the Association and the Board to commence reopener negotiations within 60 days of the conclusion of 2007 negotiations between the Pleasant Plains Education Association and the Board. Such reopener negotiations shall address the following:

1. Employee compensation for contractual years following FY 2007.
2. The allocation of premium between the Board and employees for District insurance coverages and Board contributions to employee HRA accounts.

The parties acknowledge that the Association shall have the right to strike over such reopened items.

**Pleasant Plains Educational Support  
Personnel Association**

**Board of Education of Pleasant Plains  
Community Unit School District No. 8**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SIDE LETTER**

**Adjustment to Secretaries' Salaries**

In confirmation of bargaining discussions between Pleasant Plains Community Unit School District No. 8 (the "Board") and the Pleasant Plains Educational Support Personnel Association (the "Association"), it is the intention of the Board and the Association that secretaries shall be compensated for thirteen holidays during FY2007, and that the following adjustments shall be made for currently-employed secretaries who shall remain employed effective July 1, 2007:

- Secretaries shall no longer be paid for any holidays;
- In lieu thereof, the base hourly rate of the current secretaries shall be adjusted by multiplying their current hourly rate times 104 hours (13 days) and then dividing by 1600 hours (annual work year). Such upward adjustment shall be added to the FY2007 wage rate prior to any FY2008 across the board wage increase.

**Board of Education of Pleasant Plains  
Community Unit School District No. 8**

**Pleasant Plains Educational Support  
Personnel Association**

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its President

Date: \_\_\_\_\_, 2007

Date: \_\_\_\_\_, 2007

**SIDE LETTER**

**Food Handlers' Certificates**

In confirmation of bargaining discussions between Pleasant Plains Community Unit School District No. 8 (the "Board") and the Pleasant Plains Educational Support Personnel Association (the "Association"), it is the intention of the Board and the Association that cafeteria employees shall be required to hold a food handler's certificate as a condition of employment. Cafeteria employees currently employed by the Board who do not hold such certificate must earn the certificate within 180 days of the Board's approval of the Collective Bargaining Agreement. The Board shall compensate such employees at their regular rates of pay for time spent earning a certificate and shall pay for tuition/fees incurred for training or coursework.

Unless otherwise extended by the Board, cafeteria employees hired after the Board's approval of the Collective Bargaining Agreement shall be allowed 60 days from date of employment to earn the food handler's certificate. Such employees shall not be paid for time spent earning the certificate or for tuition/fees incurred for training or coursework.

Cafeteria employees who do not earn food handlers' certificates as set forth above shall be ineligible for continued employment.

**Board of Education of Pleasant Plains  
Community Unit School District No. 8**

**Pleasant Plains Educational Support  
Personnel Association**

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its President

Date: \_\_\_\_\_, 2007

Date: \_\_\_\_\_, 2007

**SIDE LETTER**

**Building Trades Program**

In confirmation of bargaining discussions between Pleasant Plains Community Unit School District No. 8 (the "Board") and the Pleasant Plains Educational Support Personnel Association (the "Association"), it is the intention of the Board and the Association that, upon reactivation of the Building Trades Program, such Program shall not be subject to the Transportation article of this Agreement.

**Board of Education of Pleasant Plains  
Community Unit School District No. 8**

**Pleasant Plains Educational Support  
Personnel Association**

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its President

Date: \_\_\_\_\_, 2007

Date: \_\_\_\_\_, 2007