

CES 95 Board of Education Submitted to IELRB on October 14, 2022

Current CBA expired on August 9, 2022

22-23 School Year started on August 10, 2022

The most recent BOE proposal is attached.

CEA #1

Art. III PROFESSIONAL RESPONSIBILITIES

F. Lunch Period Supervision – Certified Employees

Certified employees shall be allowed to take duty during the lunch hour at the rate of ~~sixteen dollars (\$16.00) per hour~~ (\$26.00) per hour in 2022-2023 and twenty-eight dollars (\$28.00) per hour in 2023-2024 (for 60 minutes) of actual supervision. Any certified employee shall agree and assist with any emergency request made by a principal or other lunch hour supervisory personnel.

Art. VI CERTIFIED EMPLOYEE HOURS AND ASSIGNMENTS

C. Duty Free Lunch Period – Certified Employees

The lunch period for certified employees shall be forty-five (45) minutes of continuous duty-free minutes. The Board of Education agrees that the hourly lunch and supervision rate will be ~~sixteen dollars (\$16.00) per hour~~ (\$26.00) per hour in 2022-2023 and twenty-eight dollars (\$28.00) per hour in 2023-2024 for certified employees.

Note: The parties have agreed on new higher rates for 2 years and this matter can be tentatively agreed to.

Tentatively Agreed:

Representative of the Board:

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CEA #2

Art. IV ASSOCIATION AND CERTIFIED EMPLOYEE RIGHTS

V. [NEW] Just Cause

“No non-probationary employee will be disciplined or discharged without Just Cause.”

*The teams have agreed to add the above “just cause” provision in the CBA, **PROVIDED** that the parties reach agreement on a mutually-acceptable economic package.*

***Note:** The parties’ agreement to the Just Cause provision is conditional on agreement regarding economics.*

CEA #3

Art. IV ASSOCIATION AND CERTIFIED EMPLOYEE RIGHTS

W. [NEW] Supplies

*The Association team has **withdrawn** this proposal on July 13, 2022.*

CEA #4

Art. V VACANCIES, PROMOTIONS, AND TRANSFERS

V. [NEW] Classroom Packing

*The parties have reached a **Tentative Agreement** on this item on July 13, 2022.*

CEA #5

Art. VI CLASSIFIED EMPLOYEE HOURS AND ASSIGNMENTS

D. Planning Period – Certified Employees

*The Board team respectfully **declines** this proposal and requests that it be withdrawn*

CEA #6

Art. VI CLASSIFIED EMPLOYEE HOURS AND ASSIGNMENTS

L. Class Size

*The Board team respectfully **declines** this proposal and requests that it be withdrawn*

CEA #7

Art. VI CLASSIFIED EMPLOYEE HOURS AND ASSIGNMENTS

M. Extra Duty

The Employer may, on occasion, request the assistance of certified employees during the employee's planning period. If an employee chooses to assist the Employer the employee will be additionally compensated at the rate of sixteen dollars (\$16.00) (\$26.00) per hour in 2022-2023 and twenty-eight dollars (\$28.00) per hour in 2023-2024 pro-rated to time provided. Refusal will not be used for evaluative purposes.

Similarly, when certified employees are assigned to participate in additional professional duties including but not limited to department meetings and committee meetings outside of the contractual school day, they will be compensated at a rate of (\$26.00) per hour in 2022-2023 and twenty-eight dollars (\$28.00) per hour in 2023-2024.

Art. XV PERA JOINT COMMITTEE

[retain existing language of Art. XV in first two (2) paragraphs]

PERA Joint Committee members shall be compensated at a rate of sixteen dollars (\$16.00) (\$26.00) per hour in 2022-2023 and twenty-eight dollars (\$28.00) per hour in 2023-2024 or provided mutually-agreed release time with no charge to the Association or the individual teacher.

[retain existing language of Art. XV in final paragraph]

Note: The parties have agreed on new higher rates for 2 years and this matter can be tentatively agreed to.

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CEA #8

Art. VI CLASSIFIED EMPLOYEE HOURS AND ASSIGNMENTS

R. Scheduling

*The parties reached a **Tentative Agreement** on this item on July 13, 2022.*

CEA #9

Art. VIII LEAVE

L. [NEW] Workers Compensation Leave

*The parties reached a **Tentative Agreement** on this item on July 13, 2022.*

CEA #10

Art. XI FRINGE BENEFITS

2. Health Insurance - The district shall pay up to the sum of ~~\$815~~ \$825 (for the 2022-2023 school year) and \$835 (for the 2023-2024 school year) for each month toward the employee's cost of single coverage hospitalization insurance plus ten thousand dollars (\$10,000) accident and life insurance for all certified employees for ~~the 2021-2022~~ school year.

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CEA #11 –

**Art. XIII PROFESSIONAL COMPENSATION
and Appendix A SALARY SCHEDULE**

The Board notes the language of Art. XIII PROFESSIONAL COMPENSATION Section A part 1, agreeing:

“Since the level of salaries is determined by the economic conditions, the adoption of salary schedules is at any time a temporary action, but shall be in effect as agreed for the duration of this contract.”

The Board’s 4th counter proposal on Professional Compensation is attached at the end of this document.

CEA #12

Appendix B SPECIAL ASSIGNMENT STIPENDS

The Board proposes to increase each of the stipends shown on the Special Assignments Table by 2.5% for the 2022-2023 school year and by an additional 2.5% for the 2023-2024 school year.

The Board proposes to add the following language to the agreement:

Within 30 days of assignment to a special duty, the employee will provide the administration with a short, written summary account of the anticipated scope of work for the special duty assignment including items such as the annual goals, list of anticipated events, activities, and fundraisers and tentative schedule of same, as well as student outreach, recruitment, and enrollment process. The short written account will be updated by the conclusion of each academic year, summarizing the student enrollment and the events that were held.

Note: The parties have agreed on new higher rates for 2 years and this matter can be tentatively agreed to.

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Board Proposal #1: Length of Agreement

[Various Articles & Sections]

The Board team will agree to a two (2) year agreement to cover the upcoming 2022-23 and 2023-24 academic/fiscal year:

Year 1: 2022-2023

Year 2: 2023-2024

The Board proposes to update all applicable sections, including but not limited to Cover Page, Art. XVIII PROCEDURAL TERMS Section E Duration, Appendix A Salary Schedule, Appendix B Increments for Special Assignments, as well as other applicable Articles and Sections.

Note: The Board's 4th counter proposal on Professional Compensation is at the end of this document.

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Board Proposal #2: Voluntary Transfers

Art. V VACANCIES, PROMOTIONS, AND TRANSFERS

Section B. Voluntary Transfers – Certified Employees

*The Board of Education team has **withdrawn** its proposal on this item on August 18, 2022.*

Board Proposal #3: School Day

Art. VI CERTIFIED EMPLOYEE HOURS AND ASSIGNMENTS

Section B. School Day – Certified Employees

*The Board of Education team has **withdrawn** its proposal on this item on August 18, 2022.*

Board Proposal #4: School Day

Art. VI CERTIFIED EMPLOYEE HOURS AND ASSIGNMENTS

Section Q. ~~Teacher-Directed~~ School Improvement Days

*The parties reached a **Tentative Agreement** on this item on July 13, 2022.*

Board Proposal #5: Retirement

Art. X CERTIFIED EMPLOYEE RETIREMENT

Section 3. Retirement

a. Eligibility

A certified employee with a minimum of ten (10) years continuous service to the District will be eligible for the Retirement Termination Compensation Plan in the final ~~five (5)~~ three (3) years of service to the District if the Employee [*retain the rest of the existing language in section 3 a*]

...

b. Notification

Irrevocable letters of intent to retire notifying the District of the Employee's retirement date must be filed with the Superintendent by March 1 of the year up to and including the school year of retirement. The pre-retirement period may be from ~~1 to 5 years~~ 1 (one) to three (3) years in duration ... [*retain the rest of the existing language in section 3 b*]

...

c. Salary Adjustment during Pre-Retirement Period

Subject to paragraph D, an Irrevocable letter of intent establishing the date of retirement will create and determine the length of the pre-retirement salary adjustment. As many as the last ~~five years~~ three (3) years of an employee's career may be included in the pre-retirement period... [*retain most of the rest of existing language in section 3 c, striking paragraphs regarding 5-year and 4- year periods*].

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Board Proposal #6: Collective Bargaining

Art. XVIII PROCEDURAL TERMS

B. Procedures

*The parties reached a **Tentative Agreement** on this item on August 23, 2022.*

Board Proposal #7: Professional Compensation:

**Art. XIII PROFESSIONAL COMPENSATION
and Appendix A SALARY SCHEDULE**

The Board notes the language of Art. XIII PROFESSIONAL COMPENSATION Section A part 1, agreeing:

“Since the level of salaries is determined by the economic conditions, the adoption of salary schedules is at any time a temporary action, but shall be in effect as agreed for the duration of this contract.”

The Board agrees to new salary schedules for the duration of this collective bargaining agreement and will use them for employee salary placement during the 2022-2023 and 2023-2024 school years, as follows:

Year 1 (2022-2023):

- The old 2021-2022 salary schedule will be increased by 1.25% ‘in each cell.’
- Employees will advance one vertical “step” on the salary schedule for 2022-23:
 - This is a year 1 increase of 4.25% to 6.25%, depending on the amount of the step.
- Employees who qualify will move one horizontal “lane” on the salary schedule:
 - This is a year 1 increase of 7.25% to 9.25%, depending on the amount of the lane change.
- Employees who are unable to advance vertically (with no step to advance to) will also receive an additional 1% (this is a year 1 increase of 2.25% for topped out employees with no step).

Year 2 (2023-2024):

- The new 2022-2023 salary schedule will be increased by 1.25% ‘in each cell.’
- Employees will advance one vertical “step” on the salary schedule for 2022-23:
 - This is a year 2 increase of 4.25% to 6.25%, depending on the amount of the step.
- Employees who qualify will move one horizontal “lane” on the salary schedule:
 - This is a year 2 increase of 7.25% to 9.25%, depending on the amount of the lane change.
- Employees who are unable to advance vertically (with no step to advance to) will also receive an additional 1% (this is a year 2 increase of 2.25% for topped out employees with no step).

Note: The highlighted text above represents the changes from the Board’s previous counter proposal.

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