

COLLECTIVE BARGAINING AGREEMENT

Between

Prairie Grove Consolidated School District No. 46

Board of Education

And

Prairie Grove Education Support Professionals



Current contract expired: July 1, 2022

First day of student attendance: August 22, 2022

HISTORY

The Prairie Grove Education Support Professionals (PGESP) have endured inadequate pay for at least a decade. During contract negotiations, both parties, the District 46 Board of Education (BOE) and PGESP, agreed to prevent further hardship for these employees. Adequate pay for PGESP means District 46 will be able to not only attract but also retain knowledgeable, experienced nurses, health clerks, mobile technologists, paraprofessionals, custodians, bus drivers, and office support for all students.

To offer more competitive starting wages, the BOE has requested that previously negotiated benefits be removed from the contract and instead included in the hourly rates of current employees, with an adjustment for internal service equity. The Board's proposal would have meant current, seasoned employees would need to resign and be rehired in order to avoid making less than new hires. To fix this issue, the BOE agreed to a concession of applying negotiated contributions from prior negotiations to the salaries of current senior employees. On the other hand, PGESP agreed to make sacrifices in order to ensure the District would be able to keep qualified personnel on staff for Prairie Grove students. In the midst of a recession and a pandemic, the Association proposed a five-year proposal that included the elimination of retirement contributions, paid holidays, and uniforms for custodial staff and bus drivers. As current employees retire or resign, the District would save more than **\$434,500** over the course of the five-year contract due to these concessions. Still, the Board of Education refuses to acknowledge the cost savings the District will earn because all future employees will no longer be eligible for these historically-negotiated benefits.

SUMMARY

Education is the foundation for all students' future success. It is the basis for a thriving and healthy community. Prairie Grove Education Support Professional Association members are devoted to our school district and community. We are committed to reaching a timely agreement that is fair and equitable with the Board of Education.

In an effort to satisfy the District's demand for a five-year collective bargaining unit contract, and after months of negotiations and assistance from a federal mediator, the Association proposed a five-year agreement that PGESP believed would adequately protect employees from inflation and other unknown factors that could impact their finances, such as the recession.

Mediation 8.25.22

PGESP proposed, with concessions, the following: During the term of this five-year contract, compensation increases for current employees will be as follows, per work year: 2022-23 (5.0) percent raise, 2023-24 (5.0) percent raise, 2024-25 (3.75) percent raise, 2025-26 (3.0) percent raise, 2026-27 (3.0) percent raise.

| Financial Forecast | | | | | | | |
|--|-----------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| OFFICIAL PGESP PROPOSAL 8.25.22- WORKING DOCUMENT | | | | | | | |
| Model uses a combination of percentage and hourly structure - Roster as of January 1, 2022 | | | | | | | |
| | BASE YEAR | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | 5 YEAR |
| | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 | TOTAL |
| Description | Per Detail | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast |
| Salary | \$1,158,863 | \$1,312,956 | \$1,475,909 | \$1,526,225 | \$1,566,477 | \$1,606,729 | \$7,488,295 |
| Stipend | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Insurance | \$206,171 | \$213,386 | \$220,855 | \$228,585 | \$236,585 | \$244,866 | \$1,144,278 |
| HSA Contribution | \$24,800 | \$24,800 | \$24,800 | \$24,800 | \$24,800 | \$24,800 | \$124,000 |
| HRA | \$15,200 | \$15,200 | \$15,200 | \$15,200 | \$15,200 | \$15,200 | \$76,000 |
| IMRF | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | \$1,405,034 | \$1,566,342 | \$1,736,765 | \$1,794,810 | \$1,843,062 | \$1,891,595 | \$8,832,573 |
| | | 11.5% | 10.9% | 3.3% | 2.7% | 2.6% | 6.2% |
| | | | | | | | |
| | <i>22/23 increase</i> | \$161,309 | \$161,309 | \$161,309 | \$161,309 | \$161,309 | |
| | <i>23/24 increase</i> | | \$170,422 | \$170,422 | \$170,422 | \$170,422 | |
| | <i>24/25 increase</i> | | | \$58,045 | \$58,045 | \$58,045 | |
| | <i>25/26 increase</i> | | | | \$48,253 | \$48,253 | |
| | <i>26/27 increase</i> | | | | | \$48,533 | |
| | | \$161,309 | \$331,731 | \$389,776 | \$438,029 | \$486,561 | |
| | | \$161,309 | \$493,040 | \$882,816 | \$1,320,844 | \$1,807,406 | |

The Board of Education proposed, with concessions, on August 25, 2022 the following: During the term of this five-year contract, compensation increases for current employees will be as follows, per work year :2022-23 (5.0) percent raise, 2023-24 (3.5) percent raise, 2024-25 (3.0) percent raise, 2025-26 (3.0) percent raise, 2026-27 (3.0) percent raise

| Financial Forecast | | | | | | | |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| OFFICIAL BOARD PROPOSAL on 8.25.22 - WORKING DOCUMENT | | | | | | | |
| Model uses a combination of percentage and hourly structure - Roster as of January 1, 2022 | | | | | | | |
| | BASE YEAR | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | 5 YEAR |
| | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 | TOTAL |
| Description | Per Detail | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast |
| Salary | \$1,158,863 | \$1,312,956 | \$1,455,783 | \$1,496,036 | \$1,536,288 | \$1,576,540 | \$7,377,602 |
| Stipend | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Insurance | \$206,171 | \$213,386 | \$220,855 | \$228,585 | \$236,585 | \$244,866 | \$1,144,278 |
| HSA Contribution | \$24,800 | \$24,800 | \$24,800 | \$24,800 | \$24,800 | \$24,800 | \$124,000 |
| HRA | \$15,200 | \$15,200 | \$15,200 | \$15,200 | \$15,200 | \$15,200 | \$76,000 |
| IMRF | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | \$1,405,034 | \$1,566,342 | \$1,716,638 | \$1,764,620 | \$1,812,873 | \$1,861,406 | \$8,721,880 |
| | | 11.5% | 9.6% | 2.8% | 2.7% | 2.7% | 5.9% |
| | | | | | | | |
| 22/23 increase | | \$161,309 | \$161,309 | \$161,309 | \$161,309 | \$161,309 | |
| 23/24 increase | | | \$150,296 | \$150,296 | \$150,296 | \$150,296 | |
| 24/25 increase | | | | \$47,982 | \$47,982 | \$47,982 | |
| 25/26 increase | | | | | \$48,253 | \$48,253 | |
| 26/27 increase | | | | | | \$48,533 | |
| | | \$161,309 | \$311,605 | \$359,587 | \$407,840 | \$456,372 | |
| | | \$161,309 | \$472,914 | \$832,501 | \$1,240,340 | \$1,696,712 | |

However, on August 25, 2022, the difference between the parties over a five-year period was **1.83%**. The dispute was between the parties in the second year at a difference in **1.3%** and in the third year at **0.5%** outlined in the graphs. At that time, the BOE declared an impasse and refused to set further dates to continue bargaining discussions. The Association does not believe that an impasse has been reached and would like to continue the discussion.

The following contract provisions have been thoroughly discussed, agreed to, and signed as
"tentative agreements"

Recognition

Added new positions to the bargaining unit at the request of the employer

Management Rights

Employer-requested modification of numerical format

Employee Rights

Employer-requested dues deduction and updated membership information

Grievance Procedure

Employer-requested modification of numerical format

Association Rights

Employer requested removal of the following negotiated past contractual language:

“Board of Education Meetings - Notification

The President of the Association or the President’s designee shall be given prior written notice of all regular and special meetings of the Board, together with a copy of the agenda or statement of purpose for the meeting prior to the scheduled time of such meeting.”

“Preparation and Distribution of the Collective Bargaining Agreement

Within thirty (30) days of Board approval of the Agreement, the Association shall prepare the contract after which the Board shall compile sufficient copies to deliver a copy to each bargaining unit member and an adequate number for itself, but not less than fifty (50). The cost shall be shared equally by the Board and the Association. Any additional copies required by either party shall be paid for by that party.”

No Strike

Employer-requested modification of numerical format

Savings Clause

Employer-requested modification of numerical format

Understanding.

Employer-requested modification of numerical format

All other items are either not in dispute or are back to book and status quo. Here is an overview of the remaining open discussion topics.

Salary and Benefits

Compensation increases for current employees during the term of contract after applicable internal service equity adjustment will be a three- year 2022-23 (5.0%); 2023-24 (4%); 2024-25 (3.0%); per work year (Retro 7.1.22) or five- year 2022-23 (5.0%); 2023-24 (5.0%); 2024-25 (3.75%) percent raise; 2025-26 (3.0%) 2026-27 (3.0%) (Retro 7.1.22)

Internal Service Equity Adjustment because the proposed wages for new hires exceed those of current employees. PGESP Counters with a value of less than 3.00 should be distributed in the first year as opposed to over two years.

| Job Classification (Full-time Hours) | 2022-2023 adjustment | 2023-2024 adjustment |
|---|----------------------|----------------------|
| Bus Driver/Transportation | \$0.50 | \$0.00 |
| Custodian | \$3.00 | \$3.00 |
| Head Custodian | \$3.00 | \$3.00 |
| Health Clerk | \$1.00 | \$0.00 |
| Mobile Technologist | \$0.50 | \$0.00 |
| Nurse | \$0.50 | \$0.00 |
| Paraprofessional | \$2.00 | \$0.00 |
| Paraprofessional-BA | \$2.00 | \$0.00 |
| Office Support - Secretary | \$3.00 | \$3.00 |
| Office Support - Assistant | \$3.00 | \$3.00 |

Holiday Pay

Employer-has requested eliminating the following, resulting in a cost savings of 4.6% of the PGESP annual budget [\$54,000]

“All employees shall receive the following paid holidays: Thanksgiving Day, Christmas Day, New Year’s Day, Martin Luther King Day, President’s Day, Columbus Day, Memorial Day and Labor Day. Eleven (11) and Twelve (12) month employees, those employees that work a minimum of 220 workdays (including holidays) per contract year, also receive the following paid holidays: Independence Day, Christmas Eve Day, New Year’s Eve Day, and the day following Thanksgiving. All employees shall receive holiday pay pro-rated to their assigned contract day.”

2% IMRF contribution

Employer-has requested eliminating the following, resulting in a cost savings of 2% of the PGESP annual budget [\$24,000]

“2% additional contribution to IMRF on behalf of the BOE to all members of PGESP for each of the years.”

Paraprofessional as certified staff substitute pay

Due to a teacher/sub shortage, the employer has requested making it a condition of a paraprofessional's employment to assist District students without compensating equal pay per certified staff's contract, as this is a position covered by the PGTA certified contract. To support our students, the Association responds with the following.

“Paraprofessionals who are qualified and licensed to be used as teaching staff substitutes will be paid at their current rate plus one-half (½) of the PGTA internal substitute rate with the BOARD paying the employee portion of ISBE licensure fees, TRS and THIS on behalf of the paraprofessional. Paraprofessionals who are, qualified and licensed to be used as teaching staff substitutes, 30 days after the parties have ratified, shall only be required to substitute outside of their current work area one time per month. They may volunteer to substitute outside of their assigned work area at their discretion.”

Personal Business Leave Definition

Employer-requested removal of language prohibiting the use of personal day leave prior to a specific calendar date, despite the fact that all other staff members are treated differently and have this right. The Association responds with the following.

“Definition: Personal business leave days are days off with pay for personal use. Requests to use personal business leave day(s) shall be submitted via District provided attendance software system to Superintendent or designee at least forty-eight (48) hours prior to said leave, if possible. If a request is denied, reason shall be provided.”

Seniority Accrual

Employer-requested removal of language prohibiting employees from obtaining seniority if they take family medical leave for childbirth or are placed on workers' compensation due to an unavoidable accident. In this context, seniority is essential if there is a reduction in force and the Union is faced with layoffs. The employer has in the past respected seniority when employees were on FMLA or unpaid leave, but now wants to penalize its support staff if they take maternity leave. The association's response is as follows:

“Seniority shall not accrue during an unpaid unprotected leave.”

Safe Driving Bonus

Employer-requested removal of language prohibiting the following bonuses, which are worth less after taxes, saving the employer approximately \$6,500 annually for thirteen School Bus Drivers.

“Regular Route Drivers who have had no chargeable accidents or damage and have no moving violations while operating a school bus for the fiscal year will receive a bonus of \$500.00 paid at the end of the school year. Bonus will be included on the final paycheck of the fiscal year in June.”

Field Trips and Extra Duty

Request from the employer to remove language prohibiting separate lists for extra duty. This proposal does not result in any cost savings, but it does affect the fairness of opportunities for additional work during the recession.

“Rotating tack sheets for trip selection will be provided as follows: One (1) for regular trips and one (1) for the Great America trip. Any trip that is canceled due to weather or other unforeseeable reasons will be awarded to the original driver if rescheduled”

Uniforms and Weather apparel for Custodial, Maintenance, Transportation Employees

Employer-requested removal of language prohibiting the following, saving approximately \$2400 per year for thirteen School Bus Drivers and eight Custodians.

“Uniforms must be worn at all times, without modification, during the employee's scheduled work hours. The Board reserves the right in all cases to define what constitutes a uniform. The employee shall be responsible for maintaining and cleaning uniforms. Employees shall return all uniforms upon resignation or dismissal.

Custodial and Maintenance employees shall be provided with five (5) sets of uniforms. Each year thereafter, these employees shall be provided with five (5) additional sets of uniforms.

Transportation employees shall be provided with one (1) weather appropriate uniform jacket.

New employees will be given jacket upon completion of the probationary period. Jackets will be replaced as needed.”