

A G R E E M E N T

B E T W E E N

THE BOARD OF EDUCATION OF MCHENRY  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

A N D

MCHENRY EDUCATIONAL SUPPORT PERSONNEL, IEA-NEA

2007- 2012

ARTICLE I  
DEFINITIONS

The following terms when used in this Agreement shall be defined as follows:

1. The term "employee" shall mean an employee included in the bargaining unit set forth in Article II and covered by this agreement.
2. The term "full-time employee" shall mean an employee whose position requires a minimum of one hundred seventy-four (174) days and one thousand one hundred thirty (1,130) hours of work during the fiscal year (July 1 through June 30).
3. The term "part-time employee" shall mean an employee whose position requires a minimum of ninety (90) days but less than one hundred seventy-four (174) days and a minimum of 600, but less than, one thousand one hundred thirty (1130) hours of work during the fiscal year (July 1 through June 30).
4. The term "employer" shall mean the Board of Education of McHenry Community Consolidated School District No. 15 or its authorized representatives, or both.
5. The term "days" when used in this Agreement, except where otherwise indicated, shall mean calendar days.

ARTICLE II  
RECOGNITION

Section 1. Recognition. The Board recognizes the McHenry Educational Support Personnel (MESP), IEA-NEA (hereinafter referred to as the ("Association")) as the exclusive bargaining agent with respect to wages, hours, terms and conditions of employment for the following support staff employees: secretaries and clerical workers, custodial employees; teacher assistants; health assistants; bilingual translators and maintenance technician, who work at least twenty (20) hours per week. Specifically excluded from the bargaining unit are the various positions, including managerial, supervisory, and confidential positions, set forth in the Stipulation for Certification Upon Consent Election executed by the parties on April 17, 1992, and findings of the Illinois Educational Labor Relations Board of April, 1997.

Section 2. Association's Exclusive Bargaining Rights. All collective bargaining shall be conducted between duly authorized representatives of the Association and the Board, and the Board shall not negotiate with any other individual, group or organization purporting to collectively represent employees covered by this Agreement; provided, however, this Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or group of employees for the purpose of hearing the views of such employee or group of employees, but not for the purpose of negotiating with any employee or group of employees.

There shall be no substantial change in any of the terms and conditions of employment specifically set forth in this Agreement without mutual written agreement between the Association and the Board.

### ARTICLE III EMPLOYEE RIGHTS

#### Section 1. Check-Off Provisions.

A. Dues Deductions. The Board, upon receipt of a lawful written authorization from an employee covered by this Agreement, agrees to deduct from each pay period, September through June, the employee's Association dues from his/her pay and remit such deduction to the Treasurer of the local Association no more than ten (10) working days after the pay day for which the deduction is made. The Association shall certify the amount of the bi-monthly Association dues to be deducted. Written dues deduction authorizations shall continue in effect from year to year unless terminated by written notification to the Association and the Board prior to September 1 of any school year or upon termination of an employee's employment by the Board. The Treasurer of the local Association shall acknowledge receipt and accuracy of the amounts by signing the back of the check and executing the accompanying receipt. The Treasurer shall return the receipt to the District's Business Office no later than ten (10) working days after receipt of the check.

B. Indemnification. The Association shall indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments for monetary damages brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of the Article.

C. Disability Insurance Deduction. The Board, upon receipt of a written request from an employee covered by this Agreement, shall make deductions for the payment of premiums for disability insurance obtained by the employee.

#### Section 2. Staff Development Programs.

A. Each member of the bargaining unit who is scheduled to work on non-student attendance days shall be required to attend one staff development program per year which is applicable to his/her employment classification. The programs for staff development will be planned by the administration in consultation with a member of the bargaining unit.

Appropriate in-service will be provided to employees as new technologies and techniques are introduced. This inservice will be mutually arranged by staff and administration.

B. No Child Left Behind: Members of the bargaining unit who must meet the requirements set forth under "No Child Left Behind (NCLB): defined as individuals who provide instructional support; and who attend one of the paraprofessional testing options for meeting the qualification of NCLB, will be reimbursed for taking the test and corresponding preparation coursework for the specific test.

Such tests must receive prior approval by the Assistant Superintendent for Learning Services or designee.

The district will reimburse staff for testing upon receipt of expense verification or documentation of scheduled testing.

Section 3. Dispensing Student Medication. Dispensation of medication shall be pursuant to Board Policy 4.7.4. The Board shall indemnify and hold harmless any employee who dispenses medication to students pursuant to Board Policy 4.7.4 from any and all claims that may arise as a result thereof. Potential employees affected by Board Policy 4.7.4 shall be provided a copy of said policy and any questions will be answered by the school nurse.

Section 4. Supervision of Students. Members of the Association may be required to supervise students for discipline purposes in emergencies, but only until an administrator or certified staff member can be contacted and be available to supervise such students. "Discipline purposes" include students serving in-school suspensions or detentions, and students sent to the office as a disciplinary measure.

Association members shall be given training in the appropriate methods of student discipline and procedures for ensuring the safety of students when such students are required to be supervised by members of the Association. In all other non-emergency situations involving instruction, members of the Association will only do so under the direct supervision of a certified teacher.

Section 5. Administrative Chain of Command. At the beginning of each school year, employees shall be informed of the chain of command to follow in the absence of the building principal.

#### ARTICLE IV ASSOCIATION-BOARD RELATIONS

Section 1. Non-Discrimination. In accordance with applicable federal and state law, neither the Board nor the Association shall discriminate on the basis of an employee's race, creed, color, sex, national origin, religion, age or handicap unrelated to ability to perform the particular work involved. If an employee files a lawsuit and/or a charge with a federal or state agency alleging that he/she has been discriminated against contrary to the provisions of this Section, said employee shall waive his/her right to use or continue to use the grievance procedure set forth in this Agreement.

Section 2. Freedom to Join or Not Join Employee Organizations. The Board shall not interfere with the right of employees covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against any such employee(s) because of Association membership or non-membership. Membership in the Association or any other employee organization shall not be a condition of employment for any employee covered by this Agreement.

Section 3. Administration-Association Meetings. Upon the reasonable request of either party, the Superintendent and the Association President, or their designees, shall meet at least quarterly to discuss matters concerning the implementation of this Agreement and

related matters. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least two days prior to the date of the meeting. Where appropriate, the Superintendent, or his/her designee, may invite other members of the administration to be present and the Association President, or his/her designee, may likewise invite other Association officers to be present. Unless the parties mutually agree otherwise, this Section shall not be applicable to any matter that is the subject of a grievance that is being processed pursuant to the grievance procedure set forth in this Agreement.

## ARTICLE V PERSONNEL FILES

Section 1. Official Personnel File. Only one official personnel file shall be maintained by the Board. This file shall include all evaluations, letters, reports, memoranda, and any other documents or materials relating to the nature and quality of the employee's service and conduct.

Section 2. Right of Access. Upon reasonable request, an employee may review his/her personnel file, excluding credentials and other confidential matters (which shall include letters of recommendation).

Section 3. Timely Insertion. All materials to be placed in the official personnel file shall be inserted in a timely fashion given circumstances prevailing.

Section 4. Confidentiality and Notice. The Board shall not divulge a disciplinary report, letter or reprimand or other disciplinary action to a third party other than an arbitrator in an arbitration proceeding conducted pursuant to the provisions of this Agreement, to a party who is not part of the Board's administrative staff, or to a party who is not part of the Association without providing the employee written notice, provided that this Section shall not apply if (i) the employee has specifically waived written notice as part of a written, signed employment application with another employer, (ii) disclosure is ordered to a party in a legal action or arbitration, or (iii) the information is requested by a government agency as a result of a claim or complaint by an employee, or as a result of a criminal investigation by such agency.

Section 5. Right of Copy. With the exception of credentials and other confidential materials (which shall include letters of recommendation), an employee shall have the right to be furnished with a copy of any materials in his/her personnel file, provided that the Board may charge the employee for the actual cost of duplicating the information requested. Effective after the date this Agreement is ratified by both parties, each employee shall be sent or given a copy of any new evaluative or disciplinary material, with the exception of credentials and attendance records, at the time any such material is placed in his/her personnel file.

Section 6. Right of Attachment. An employee shall have the right to submit a written statement explaining the employee's position with respect to any document in his/her personnel file and if submitted, the employee statement shall be attached to the disputed portion of the personnel record. A copy of any material submitted by the employee must be given to the employee's immediate supervisor at the time it is submitted to the personnel file. The inclusion of any written statement attached to the personnel record without further comment or action by the Board shall not imply or create any presumption that the Board agrees with its contents.

## ARTICLE VI EMPLOYEE DISMISSALS

Section 1. Student Services. A one to one (1:1) a assistant shall be dismissed when student services are no longer needed.

Section 2. Right to Request Statement of Reason Or Reasons. If the determination is made to dismiss or terminate a non-probationary employee, the reason or reasons shall be confidential, but shall be issued to the non-probationary employee upon request. Non-probationary employees shall be dismissed for just cause.

Section 3. Employee Hearings. Any non-probationary employee required to appear before an administrator, supervisor, or Board of Education, at which dismissal charges are to be discussed, shall be given forty-eight (48) hours prior written notice of the reasons for such meeting, and shall be entitled to have an Association representative present at the meeting; provided, however, an investigatory conference may be held if an Association representative is not reasonably available.

Section 4. Suspension Pending Termination. A non-probationary employee may be suspended with or without pay pending investigation of charges and/or pending termination proceedings if the Superintendent determines such suspension is warranted. When such suspension shall be without pay, it shall not be considered prejudicial to the employee's case. In the event it is determined that such employee shall be reinstated with back pay, the employee shall receive back pay for the period of the suspension, or portion thereof, that is not sustained.

Section 5. Non-renewal: Administration will post a notice on the designated bulletin board indicating that all MESP employees must be notified in writing 60 days prior to the end of the school year if they are to be non-renewed for the following school year.

## ARTICLE VII GRIEVANCE PROCEDURE

Section 1. Purpose. The primary purpose of this procedure is to secure the resolution of grievances at the lowest level possible.

Section 2. Definition. A grievance shall be any claim that there is a violation, misinterpretation of misapplication of the terms of this Agreement.

Section 3. General Provisions.

- A. No employee shall be required to meet with a Board representative without Association representation at any step of the grievance procedure.
- B. The parties may by mutual written agreement agree to bypass one or more steps of the grievance procedure.
- C. Grievances involving an administrator above the building level may be initially filed at Step III.
- D. In processing grievances, all parties will present all known relevant information at the lowest possible step.
- E. A grievance may be withdrawn at any level. This withdrawal shall be written, dated, and signed by the grievant and attached directly to the original grievance and placed in the personnel file.
- F. The Board shall not interfere with the right of employees to use the grievance procedure set forth in this Agreement.
- G. In the grievance procedure, all references to "days" will be considered "working days."

Section 4. Procedure

A. Step I.

- 1. The grievance shall be presented orally to an immediate supervisor, the principal, or the appropriate building supervisor within ten (10) days of the date of the event giving rise to the grievance or within ten (10) days after the grievant, through the use of reasonable diligence, should have become aware of the event giving rise to the grievance.
- 2. The grievance may be presented in one of the following ways:
  - a. By an employee in person in his/her own behalf.
  - b. By an employee accompanied by an Association representative.
  - c. Through an Association representative if the employee so requests.
- 3. The immediate supervisor, the principal or the appropriate building supervisor shall inform the grievant and the Association representative, if any, of his/her decision within ten (10) days thereafter.

B. STEP II.

If the grievant is not satisfied with the Step I decision, he/she shall present the grievance in writing to the principal or appropriate supervisor within five (5) days after the decision is made known at Step I. A written statement of the grievance shall specify the section(s) of this Agreement that are allegedly violated, misinterpreted or misapplied, the facts on which the grievance is based, and the specific relief requested. The supervisor will arrange for a meeting to take place within ten (10) days after receipt of the written grievance. Within ten (10) days of the meeting, the grievant shall be provided with the supervisor's written response including the reasons for the decision.

C. STEP III.

If the grievant is not satisfied with the Step II decision, the grievance may be appealed to the Superintendent within ten (10) days after receipt of the Step II answer. The Superintendent shall arrange within five (5) days thereafter a meeting to be held at a time mutually agreed to by the parties concerned. Within fifteen (15) days after such meeting, the Superintendent shall provide the grievant and the Association representative a written response, including the reasons for the decision.

D. STEP IV (OPTIONAL).

If the Association is not satisfied with the decision at Step III, the Association may, at its sole option, refer the grievance to the full Board within fifteen (15) days after the decision is provided at Step III. The Board shall consider the written appeal in executive session at its next regularly scheduled Board meeting, provided it is received by the Board at least five (5) days prior to said meeting. The Board shall deliver its written answer, together with supporting reasons, to the Association representative and the grievant, within ten (10) days after such meeting.

E. STEP V.

If the Association is not satisfied with the decision at Step III and has opted not to appeal the grievance to Step IV, or if the grievance was appealed at Step IV and the Association is not satisfied with the Board's decision, the grievance may be referred to binding arbitration within twenty-one (21) days after the decision has been provided at Step III or Step IV, whichever is applicable.

The parties shall attempt to agree upon an arbitrator within seven (7) days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators, unless the parties' representatives agree otherwise.

Each party will alternately strike one name from the panel with the party requesting arbitration striking the first name. The person remaining on the list shall be the arbitrator.

The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

The arbitrator shall submit his/her decision in writing, which shall be final and binding on the parties, within thirty (30) days following the close of the hearing, or the submission of briefs by the parties, whichever is later.

The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5. Limitation on Authority of Arbitrator. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement based on the specific issue(s) raised by the grievance and shall have no authority to make a decision on any issue(s) not so submitted or raised. If the Arbitrator determines that there has been such a violation, he/she shall have the authority, consistent with the terms of this Agreement, to provide for appropriate relief. The decision of the Arbitrator shall be final and binding on the Board, the Association and the grievant.

Section 6. Time Limits. No grievance shall be entertained or processed unless it is submitted within ten (10) days after the event giving rise to the grievance or within ten (10) days after the employee or the Association through the use of reasonable diligence should have become aware of the event giving rise to the grievance. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed an acceptance of the decision rendered at that step. Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit the aggrieved party to proceed to the next step. The time limits specified in this grievance may be extended in any specific instance by mutual agreement in writing.

## ARTICLE VIII NO STRIKE AND NO LOCKOUT

Section 1. No Strike. During the term of this Agreement, neither the Association, any person acting on behalf of the Association, nor any employee covered by this Agreement shall engage in, authorize or instigate a strike of any kind, including a sympathy strike, or any other intentional interruption of the operations of the District.

Section 2. No Lockout. During the term of this Agreement, the Board shall not lock out any employees covered by this Agreement as a result of a labor dispute involving this bargaining unit.

## ARTICLE IX SENIORITY

Section 1. Definition. For the purposes of this Agreement, district seniority shall be divided into five classifications: (1) Custodians/Maintenance Technician; (2) Building Secretaries; (3) Assistants (Special Education/Inclusion Assistants, ECE, Instructional, Non-Instructional, Reading, Kindergarten); (4) Health Assistants and (5) Bilingual Translators.

District seniority within each classification shall be defined as an employee's continuous length of service in a position or positions covered by this Agreement. An employee with district seniority in one classification may not exercise such seniority in any other classification pursuant to any provisions of the Article. No seniority shall accrue during an unpaid leave of absence. However, authorized leaves of absence shall not affect accrued seniority. A part-time employee shall accrue seniority at one-half the rate of full-time employees. Seniority may accrue in all classifications in which an employee has been employed.

Employees who are promoted or transferred by the Board to positions excluded from the bargaining unit and who are later transferred back to the bargaining unit by the Board shall have their district seniority computed on the basis of the period of time previously served in positions covered by this Agreement.

Section 2. Resolving Identical Seniority Dates. Should a conflict arise concerning two employees with identical seniority, the earliest hire date for the position covered by this Agreement into which the employee is initially hired shall be the determining factor.

Section 3. Notification. By February 1 of each year, the Board shall furnish the Association's officers and building representatives with a seniority list for the seniority classifications set forth herein and such list shall show the names of employees in order of their district seniority in their respective classifications and a separate list in order of hire date. The list shall be posted in each District building. The Board shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Superintendent in writing within twenty-one (21) calendar days after the seniority list is posted in each building. However, the Board shall correct a mistake in the seniority list after the twenty-one (21) calendar days have expired when such a mistake is brought to the Board's attention, but such correction shall not affect any Board action based upon the original seniority list or result in any liability on the Board's part for any action based on the original seniority list.

Section 4. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- A. is voluntarily terminated; or
- B. is terminated and is not reinstated; or

- C. is laid off and fails to report for work within five (5) working days after having received notice of recall; or
- D. does not report for work within five (5) working days after the termination of an authorized leave of absence; or
- E. is laid off for a period in excess of one (1) year; or
- F. retires or is retired; or
- G. is absent for three (3) consecutive working days without notifying his/her immediate supervisor or other appropriate administrative personnel if the immediate supervisor is not available.

ARTICLE X  
LAYOFF AND RECALL

Section 1. Layoff and Recalls. The Board of Education will bargain the impact of a Reduction in Force with the Association. If there are layoffs or decreases in the number of employees covered by this Agreement, the least senior employee(s) in the affected classification shall be laid off first. The Board reserves the right to determine in its sole discretion when layoffs shall be made. Notice of layoffs shall be delivered sixty (60) days before the end of the school year.

Section 2. Effects of Layoff. Employees who are laid off shall be placed on a recall list for a period of one year. If there is a recall, employees who are on the recall list shall be recalled according to district seniority with the most senior employee being recalled first, provided he/she is determined to possess the current skill, ability, and qualifications to perform the work in the job title to which they are recalled.

Employees who are eligible for recall shall be given a minimum of ten (10) working days' notice of recall. The Board shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Personnel Office with his/her latest mailing address.

If a vacancy occurs for the following school term or within one (1) calendar year from the beginning of the school term following the reduction-in-force, the Board shall offer the vacant position to the employee with the most seniority on the recall list who was dismissed from the same classification and is qualified to hold the position. To be "qualified" for a position, an employee must meet the job description requirements for the position. An employee's failure to maintain the necessary statutory or licensing qualifications for a particular classification will result in a waiver of recall rights to any vacancy arising in such classification during the recall period. Any recalled employee shall retain his/her previously accumulated seniority and other benefits, but shall not accrue additional seniority for the period after the honorable dismissal and prior to re-employment. To be eligible for recall, an honorably dismissed employee must provide to the Board, in writing, the address where the employee may be reached.

The employee must also notify the Board, in writing, within five (5) calendar days of the employee's receipt of the notice of the acceptance of any vacant position offered to the employee during the recall period.

The employee's failure to notify the Board of acceptance of any vacancy shall constitute rejection of the offer of employment. Any employee who rejects an offer of an available position in any classification in which he/she is qualified shall be deemed to have waived his/her recall rights under Section 10.23.5 of the School Code of Illinois and will no longer be eligible for any other vacant positions that become available during the recall period. Any employee who is laid off shall receive full pay for earned and unused vacation time.

## ARTICLE XI PROBATION AND PROMOTIONS

Section 1. Notice of Vacancies. All promotional vacancies in any position covered by this Agreement shall be publicized in a notice posted in the designated area in each building for five (5) days and the same notice shall be sent to the Association. Notice of vacancies that occur after the school year has ended (i.e. during the summer months) shall be posted in the Central Office only while school offices are closed. . No member of the bargaining unit who meets the criteria set forth in a vacancy posting shall be denied an interview for that position, provided they express their written intent within the five (5) day posting period.

Section 2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a minimum probationary period of twelve (12) months. All probationary employees will be evaluated twice during the school year during a probationary employee's first year. This evaluation will be completed using the District evaluation tool, following the evaluation procedure. outlined in Article XVI, Employee Evaluation

During an employee's probationary period, the employee may be suspended, laid off, or terminated at the sole discretion of the Board without recourse to the grievance and arbitration procedure.

Section 3. Promotions, Vacancies and Transfers: The probationary period for a promoted employee or those who transfer or fill a vacancy in a position outside their current classification, shall be three (3) months. If the Board determines during said probationary period that the employee does not satisfy the needs of the new position, the employee shall be reassigned to his/her former position or an equivalent position at his/her former salary. Employees who change classifications will be allowed a lateral move to a higher paying category without loss of current pay rate, even if starting pay for that position is lower than the current rate of individual as agreed to June 14, 1995.

Section 4. Evaluation of Probationary Employees

Performance Appraisal (Evaluations) will take place between the supervisor and probationary employee within 90 days of hire and a second evaluation will occur no later than six (6) months of hire, absent extenuating circumstances.

ARTICLE XII  
VACANCIES AND TRANSFERS

A. Vacancies

Section 1. Definition of Vacancy: A vacancy occurs as a result of a resignation, termination, promotion or creation of a new position, or restructuring of an existing position. Except as specifically limited by the provisions of this Agreement, the Board will determine the optimal staffing plans for the operation of the District.

Section 2. Notice of Vacancies: All vacancies in any position covered by this Agreement shall be publicized in a notice posted in a designated area in each building for five (5) days. The District will notify staff of vacancies through electronic means of communication, as commonly used and available, as well as any other effective means of communication identified by Human Resources in order to promote such vacancy to members of the Association.

The Vacancy Notice shall contain sufficient information, i.e. duties/responsibilities, location and work hours, in addition to minimum qualifications sufficient for an Association member to initiate the interview process as provided in this section.

Notice of vacancies occurring during summer recess shall be posted in the Central Office, on the district website and disseminated through other, available electronic means of communication. A copy of the Vacancy Notice will be mailed to Association members who do not have electronic access to district information, upon request. No member of the bargaining unit who meets the criteria set forth in a vacancy posting shall be denied an interview for that position, provided they express their written intent within the five (5) day posting period.

B. Transfers

Section 1. Definition of Transfer: Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit, to include changes in classification, buildings, shifts as well as changes of positions within the same building with a different job description or supervisor.

Section 2. Voluntary Requests for Transfer

Requests for transfer, between employees of the same classification, or any other transfer request shall be considered provided the request is submitted in writing to the building principal(s) within the five (5) day posting period. The building principal(s) reserve the right of assignment or reassignment. Any transfer requests shall not be deemed precedential to other transfer requests by Association members.

Section 3. Involuntary Transfers

When the Board deems it necessary to transfer or reassign employees within a building, within the district or classification, to the extent possible, all volunteers will be

considered first. If an explanation of the decision is requested in writing, it shall be provided by the administrator. The receiving building administrator shall give the

transferred employee orientation and reasonable assistance to enable him/her to perform up to the employer's standards of the new job.

### ARTICLE XIII HOURS OF WORK & OVERTIME

Section 1. Application of this Article. The purpose of this Article is to set forth the normal workday and the normal workweek, and to provide a basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work; provided, however, the Board shall not arbitrarily reduce hours of work during the fiscal year. Once an employee has been employed for the fiscal year, the Board shall not change, without the employee's consent, an employee's status as a full-time employee to a part-time employee. Notwithstanding the foregoing, where the Board determines that there is insufficient work during a fiscal year, the Board shall follow the procedure set forth in Article IX, Section 4 (Layoffs and Recalls) rather than reducing employee hours without their consent unless the Board can demonstrate that reducing employee hours is more practicable. Where the Board can so demonstrate, the hours of the least senior employee(s) in the affected job title(s) shall be reduced first as long as it is determined that the remaining employees in the affected job title(s) possess the current skill, ability and qualifications to perform the remaining work.

Section 2. Normal Hours of Work. Employees covered under this Agreement are hourly employees. The normal workday and the normal workweek for custodial employees shall not exceed eight (8) hours per day (exclusive of an unpaid lunch period) and forty (40) hours per week. The normal workday and the normal workweek for secretaries and assistants shall not exceed seven and one-half (7-1/2) hours per day (exclusive of an unpaid lunch period) and thirty-seven and one-half (37-1/2) hours per week. When an employee is absent for part of the day, for reasons in accordance with Sick Days provisions, the employee shall be charged in an amount rounded to the nearest full hour increment.

For purposes of calculating overtime pay or compensatory time off, and employee's workweek begins at 11:00 p.m. Saturday and ends at 10:59 p.m. on the following Saturday.

Each member of the bargaining unit whose duty year for the 2006-2007 school term does not currently include the Institute Day shall have their duty year extended by one (1) day beginning the 2007-2008 school year to include the Institute Day as the first compensated duty day of each school year.

Section 3. Breaks. During the term of this Agreement, the Board shall follow the Employee Procedures Manual with respect to employee break(s) during the normal work day. At the beginning of each school year, employees will meet with the principal or supervisor to schedule appropriate times for lunch or dinner. Employees shall be

permitted to leave the building during any unpaid lunch or dinner break, provided the employee signs in and out in the building's main office.

Section 4. Overtime. When an employee is assigned to work in excess of forty (40) hours in his her workweek, such employee shall be paid 1.5 times the employee's straight time base hourly rate for each hour or portion thereof worked in excess of the applicable workweek. All overtime work must be approved by the employee's immediate supervisor. Compensatory time may be awarded in lieu of overtime pay at the request of the employee in writing; however, any compensatory time so awarded must be used within the same pay period.

For purposes of determining an employee's eligibility for overtime pay, any day of vacation, holiday, approved paid leave or sick leave due to long-term sickness (defined as sickness lasting five or more consecutive working days) for which the employee is paid pursuant to the provisions of this Agreement shall be deemed to have been worked.

While overtime work is normally assigned on a voluntary basis, the Board retains the right to require overtime if there are an insufficient number of volunteers who are determined to possess the current skill, ability and qualifications to perform the overtime work in question. Unless there are extenuating circumstances, overtime work for secretarial/clerical and custodial employees shall be offered to the holder of the position in question.

The foregoing overtime provisions shall not be applicable where an employee performs any of the activities or assignment for which compensation is paid as set forth in Article VI, Paragraph N of the Agreement between the Association and the Board covering certificated personnel. Compensation for such activities or assignments shall be in accordance with the compensation for the applicable activity or assignment set forth in Appendix "C" of the Agreement covering classroom teachers.

Section 5. Annual Notification. The Superintendent shall notify all bargaining unit employees annually in writing of the employee's calendar year, work year and hourly wage.

Section 6. Inclement Weather. When school is closed due to inclement weather, school year employees will not report for work and will add an additional day to their year's work schedule. Twelve-month employees unable to report to work, following direct discussion with their immediate supervisor, may arrange to make up the time within the same pay period or choose to use a personal day.

In the event certified employees are released early because of inclement weather, employees covered by this Agreement shall also be permitted to leave work early without loss of pay, provided arrangements are made with the immediate supervisor to make up the time lost within the same pay period.

#### ARTICLE XIV EMPLOYEE LEAVES

## Section 1. Sick Leave

A. Full-Time Employees. On July 1 of each year, full time employees shall be credited with twelve (12) days sick leave per year (effective 7/1/92).

B. Use of Sick Leave. Sick leave for the purpose of this Section shall be interpreted to mean personal illness, disability (including disability related to pregnancy and/or childbirth as certified by a physician), quarantine at home or serious illness in the immediate family or household. Immediate family shall be defined as the employee's parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons and daughters-in-law, and legal guardians. Earned and unused sick leave shall accumulate to 240 days.

Section 2. Jury Leave. Any employee who is required to serve on a jury of any court shall be excused from work without loss of pay for the days on which the employee must be present for such service and on which he/she would otherwise have been scheduled to work, provided the employee remits to the Business Office a check equal to the amount of compensation received from the court for his/her appearance or service excluding mileage reimbursement.

Section 3. Definition of Day. The term "day" as used in this Article shall mean the number of hours in the employee's normal workday. The parties understand and agree that the purpose for these paid leave provisions is to enable an employee to be absent without loss of straight-time pay for any days on which the employee otherwise would have worked but for such leave, subject, of course, to the conditions governing each leave.

Section 4. Physical Examinations. If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Board may require, at its own expense, that the employee have a physical and/or psychological examination by a licensed physician and/or psychologist selected by the Board.

Section 5. Personal Business. The Board shall grant one (1) day {two (2) days for twelve (12) month employees} of leave to full-time employees which can be used only for matters which cannot be handled during non-scheduled days or hours. Except in the case of emergencies, a written statement indicating an intention to utilize personal business leave shall be submitted at least two (2) school days prior to the date of proposed absence to the Superintendent or designee and shall include enough information to permit a determination that the stated standard has been met, but such information need not require the unnecessary disclosure of data which would cause undue embarrassment to the employee. An emergency application shall set forth the nature of the emergency.

The first three (3) days and the last day of employment and the days immediately preceding or following a legal holiday, vacation or school recess shall not be available

for personal leave except in the case of emergency or for observance of a recognized religious holiday of the employee's faith. Unused personal leave shall accumulate as sick leave. Personal Days must be used in ½ or full day increments.

To recognize longevity in service for full-time MESP employees, as defined in Article I and II of the Bargaining Agreement, one (1) Personal Day will be issued for each five (5) full years of service. The employee will be credited with the Personal Day(s) at the beginning of each school year.

Section 6. Unpaid Leave. The Board may grant a leave of absence without pay or benefits to non-probationary employees for any purpose the Board deems appropriate and beneficial to the School District for a period of up to one (1) school year. Such leave may be conditioned in such a manner as the Board may elect. The granting or withholding of such leave of absence shall be within the sole discretion of the Board and shall be non-precedential with respect to any other request for such leave by such employee or by another employee.

- A. Insurance During Unpaid Leaves. With the consent of the carrier, the employee may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its direction.
- B. Requests for a leave of absence must be made in writing not less than thirty (30) days before the anticipated beginning of the leave, except in cases of emergencies.

## ARTICLE XV SALARIES

Section 1. Wage Rates. Effective July 1, 2007, employees covered by this Agreement who are employed on the date this Agreement is ratified by both parties shall be paid an increase of 4.9% for the 2007-2008 school term; 4.5% for the 2008-2009 school term; 4.25% for 2009-2010; and 4.0% for 2010-2011 and 2011-2012 school term on their current base rate. All other employees shall be paid in accordance with the applicable wage rates set forth in Appendix A.

Section 2. Basis of Payment (Pay Days). Twelve-month, full-time employees shall be paid on the basis of 26 pay periods. School year employees shall have the option of receiving equal salary payments over twelve months (26 pay days) or ten months (22 pay days). If employees wish to change the option, they must notify the payroll department by September 1. Pay dates shall be every other week according to the schedule established by the administration. Overtime pay will be included on the next available pay period following hours worked.

Section 3. Attendance Incentive. It is the intention of the board that \$35.00 will be paid to each MESP employee after each full semester of perfect attendance: no absence for regularly scheduled days of work.

\$100.00 will be paid to each MESP employee for two (2) full semesters of perfect attendance: no absence for regularly scheduled days of work; for a total of \$170.00. Staff that work 12 consecutive months will be eligible for the same payment in January for the July to December timeframe. The second incentive will be issued in June for the January to June timeframe.

If an employee does not work on a regularly scheduled day within the final two (2) weeks of the pay period, then the employee will have their incentive deducted from the next paycheck issued. All incentives are subject to permissible federal and state wage and hour withholdings. The incentive plan applies to both 22 and 26 pay cycle recipients.

Section 4. Tuition Reimbursement: Members of the Association shall be reimbursed, per semester hour, for the actual tuition cost, excluding fees, at the McHenry County College rate, upon successful completion of a course. In order to qualify for tuition reimbursement, employees shall present a C grade or above, or a “pass” in a pass/fail course. Such courses or degree program must receive prior approval by the Superintendent or designee. Payment for costs of tuition shall be made upon presentation of evidence of successful completion of the course and evidence of payment of the tuition in the form of a paid receipt or other document showing the tuition cost and payment. The granting or denying of approval of such courses shall not be deemed precedential to other applications for tuition reimbursement. Remuneration will be given for a maximum of 18 semester hours per year, for courses completed September 1<sup>st</sup> to August 31<sup>st</sup>. Transcripts not received within 60 days of completion of the coursework, will not qualify for tuition reimbursement without sufficient documentation from the university explaining the delay.

Section 5. Retirement: When the employee is fully vested and qualifies for a pension in accordance with the Illinois Retirement Fund (IMRF) and submits in writing to the Board, a non-rescindable notice of intent to retire, the employee shall receive a 6% annual increase in salary for up to the last three (3) years of service.

Section 6. Extra Duty: Members of the Association who are assigned extra duties outside of their normal duties, on a long term basis, shall be paid for said duty in accordance with the stipend schedule for certified personnel. This provision applies to extra duties performed during the duty day as well as before and after school duty day. An occasional extra duty, i.e. to cover an absence for regularly scheduled personnel, shall be compensated according the employee’s regular, hourly rate.

## ARTICLE XVI EMPLOYEE EVALUATIONS

### Section 1. Purpose of Evaluations

Performance Appraisal (Evaluation) will take place between the supervisor and probationary employee within 90 days of hire and a second evaluation will occur no later than six (6) months of hire; minimally, educational support personnel shall be evaluated annually (Board policy, 5:320). The building principal is the direct supervisor for

members of the bargaining unit. The building principal may seek the input from the employee's partner teacher in the classroom in preparing the evaluation. Other bargaining unit members may be evaluated by the department supervisor in tandem with the building principal.

Section 2. Notification of Evaluation Process

Within 30 calendar days of the beginning of each school year a new employee or an employee reassigned after the beginning of the year shall be notified by the building principal of the evaluation procedures in effect.

Section 3. Uniformity of Evaluations

The criteria and procedures for evaluation shall be applied uniformly throughout the district and within the scope of the job description. The evaluation shall not be arbitrary and will be based on the job duties and responsibilities. All employees within the same job classification shall have the same job description.

Section 4. Evaluation Process

A probationary employee shall be evaluated in accordance with Section 1 of this Article. A non-probationary employee shall be evaluated minimally once a school term. Evaluation of performance requires the principal to have direct knowledge of and contact with the employee being evaluated in addition to sufficient documentation to support the evaluation. The evaluation process allows the employee to be fully aware of performance expectations.

Section 5. Post Evaluation

The employee and the principal shall mutually agree to a conference to discuss the evaluation. All evaluations shall be reduced to writing and a signed copy by the principal shall be given to the employee within five (5) working days of the evaluation. The employee's signature upon receipt shall not be construed to mean that the employee agrees with the contents; only that it has been discussed and a copy has been provided to the employee. If the employee disagrees with the evaluation, the employee may submit a written response which shall be attached to the file copy. If the principal believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the employee is to improve problem areas. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean adequate improvement has taken place.

ARTICLE XVII  
HOLIDAYS

Section 1. Designation of Holidays. The following days shall be observed as holidays without loss of pay for full-time, twelve-month employees:

New Year's Day	Columbus Day	Christmas Day
Martin Luther King Day	Memorial Day	Veteran's Day
Lincoln's Birthday	4th of July	Thanksgiving Day
Casmir Pulaski Day	Labor Day	

Full-time, twelve-month employees shall have the option to choose one additional holiday without loss of pay from the day after Thanksgiving, Christmas Eve, or New Year's Eve provided Christmas Eve or New Year's Eve fall on a regular workday.

Section 2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday; provided, however, an employee shall be deemed to have worked for the purpose of these eligibility requirements if he/she is on paid vacation or is absent due to long-term sickness (defined as sickness lasting five or more consecutive working days).

If an employee is on sick leave (other than the type described above) on his/her scheduled working day immediately preceding and/or immediately following the holiday, the employee shall not be eligible for holiday pay, but shall be deemed to be on sick leave on the holiday(s) in question.

Section 3. Holiday Pay. Employees who are required to work on any of the days on which the above holidays are observed by the District shall receive one and one-half times their straight-time hourly rate of pay for all hours worked.

Section 4. Day of Non-Attendance. As long as the Good Friday holiday is scheduled as a day of non-attendance, the day shall be considered a day of pay for MESP eligible employees. In the event this becomes a school day of attendance; another day that is not worked will be allowed.

## ARTICLE XVIII VACATIONS

Section 1. Amount of Vacation. Each eligible twelve-month, full-time employee shall be credited with vacation time for the fiscal year (July 1 through June 30) in accordance with the following schedule:

<u>Years of Continuous Service</u> <u>as of 6/30</u>	<u>Days of Vacation</u> <u>Per Full Fiscal Year</u>
1 year but less than 6	10
6 years but less than 11	10 plus 1 day for each additional yr. worked
11 years or more	15 days

Section 2. Vacation Scheduling. Vacation leave shall be taken during June or July, or at any other times that may be mutually agreed to by both the full-time employee and his/her immediate supervisor, but in no event later than August 31 (fourteen months) following the conclusion of the fiscal year in which the vacation is earned without the written permission of the Superintendent or his designee. Unused vacation days shall not accumulate from year to year. Any vacation days not so taken shall not accumulate or be compensated for.

Section 3. Vacation Pay Upon Termination. A full-time employee who voluntarily terminates his/her employment or retires shall be granted full pay for earned and unused vacation time provided he/she files written notice of intent to terminate employment with his/her immediate supervisor or the Personnel Office at least ten (10) working days prior to the effective date of such voluntary termination. A full-time employee who is involuntarily terminated for disciplinary reasons by the Board shall be compensated for earned and unused vacation time. Vacation time taken but not earned at the time of voluntary or involuntary termination shall be deducted from the full-time employee's final paycheck.

## ARTICLE XIX INSURANCE

Section 1. Term Life and ADD. Effective the first day of employment, all full-time employees shall be provided at no cost to the employee term life insurance of \$15,000 or an amount equal to employee's annual salary, whichever is greater. The employee shall have the option to purchase an additional term life insurance policy equal to the basic policy provided.

Section 2. Group Hospitalization, Major Medical, Dental & Vision Insurance.

1. During the 2007-08, 2008-09, 2009-10, 2010-2011 and 2011-2012 school year the employee shall pay thirty dollars (\$30.00) monthly for single coverage for group health insurance with major medical and one dollar (\$1.00) monthly for single coverage for dental insurance.
2. If the monthly cost of the premium for single health insurance increases more than five percent (5%) above the previous year's premium, during the term of this Agreement, the Board of Education will pay the first five percent (5%) of the increase, Association membership will pay (6-10%) and the Board of Education will pay (11-15%) continuing to alternate each five percent (5%); except for the duration of this contract.
3. The District shall provide single coverage for vision insurance during the terms of this Agreement.
4. The Board shall pay the June, July and August group single health, dental insurance premiums in accordance with paragraphs 1 and 2 of this Section for all classified staff members who have worked a full school year and who retire or resign after giving proper notice or are dismissed for non-causal reasons at the end of the year.
5. If both spouses are members of the bargaining unity in the District, they shall have the option of aggregate their total cost of their single premiums for dental and health insurance coverage toward the cost of a premium for family dental and health coverage.

The initiation of a National Health Care Plan will re-open negotiations for this health and dental insurance section of the contract.

ARTICLE XX  
ASSOCIATION RIGHTS

Section 1. Information Supplied to Association. The Board shall furnish the Association with a public Board agenda booklet when furnished to administrators and other Association representatives (exclusive of confidential materials), official minutes of Board meetings, monthly statement of financial position, tentative budget, final budget,

Board Policy Manual and such revisions or modifications as may be adopted from time to time, and the names of new employees covered by this Agreement within ten (10) working days after they start work. The Board shall also make available to the Association, upon reasonable request, information relevant to negotiations or necessary for the enforcement of the terms of this Agreement, provided nothing herein shall require the Board to research or develop any information or reports that are not already prepared and available.

Section 2. Association's Right to Appear Before the Board. The Association President or his/her designee shall have the right to address the Board in accordance with such regulations as the Board may prescribe from time to time governing public appearances before the Board. The Association speaker shall, whenever possible, give notice through the Superintendent of his/her intention to address the Board.

Section 3. Association Announcements. The Association shall be provided with reasonable bulletin board space in each of the buildings' staff lounges for the posting of notices and materials relating to Association activities, specifically excluding materials of a partisan political nature. No person except an Association designee shall post or remove material from Association bulletin boards.

Section 4. Association Convention Leave. Association officers or their designees shall collectively be granted a total of six (6) days non-cumulative leave each year without loss of pay to attend IEA-NEA related meetings. At least one (1) week written notice shall be given prior to taking any such leave, provided that not more than two (2) persons shall be on leave at any one time unless the Board specifically consents in writing to an exception. The Association shall reimburse the District within fifteen (15) working days for the wages of any employee, at the substitute rate for that position, who will miss work in order to attend any of the above mentioned meetings. Such leave may be taken in one-half (1/2) day increments.

Section 5. Use of Technological Equipment. During their non-working time, Association officers may use, without charge, school communication equipment, i.e. phone, facsimile, email or other commonly used in-district communication tools. The Association shall have reasonable access to reproduction equipment designated and approved by the building principal, provided the Association shall pay the cost of all materials and supplies.

Section 6. Use of School Facilities. The Association may use school facilities at no charge for Association meetings outside of normal school hours, provided prior

approval has been given by the building administrator and subject to use by any other school or community group. When special custodial services are required, the Association will reimburse the Board for the cost of such services.

Section 7. Employee Job Descriptions. A job description for each classification in the bargaining unit shall be maintained by the District. The development of job descriptions shall include the involvement of representatives of each classification in the bargaining unit. The job description shall define for each classification the employee's immediate supervisor. After job descriptions have been established, the Board will provide copies of all such job descriptions to the Association. If job descriptions are changed during the term of this Agreement, the Association will be provided with the revised job descriptions within a timely manner. It is the goal that Administration will seek input from the Association in the review of tasks and job performance expectations as it pertains to the district job descriptions.

Section 8. Liaison Committee. The Association shall have one (1) representative on the District's Liaison Committee.

Section 9. Printing of Contract Costs and Distribution. Within forty-five (45) days after the Agreement is signed, a typed copy of the ratified Agreement shall be provided to the Association. Copies of the document shall be printed at the expense of the Association and the Board to be shared equally, not to exceed \$200.00 total cost. The Association shall present copies of the Agreement to all current employees covered by this Agreement.

## ARTICLE XXI NEGOTIATION PROCEDURES

Section 1. Meetings. The time for negotiations shall be established by mutual agreement by the parties. In the interest of time, preliminary meetings may be held by mutual consent between the Superintendent and his/her representative and Association representatives to clarify issues and exchange information. These meetings may be requested by the President of the Association or the Superintendent. reach tentative agreement on all matters being negotiated, the items will be put in writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.

## ARTICLE XXII BOARD RIGHT

Except as specifically limited by the express provisions of this Agreement, the Association recognizes the traditional and exclusive right of the Board to make and implement decisions with respect to the operation of the District and to make and direct the affairs of the Board in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control, and determine all the operations and services of the Board; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to determine the need for a reduction or an increase in the work force and the

implementation of any decision with regards thereto; to establish work and production standards and, from time to time, to change those standards; to evaluate employees; to schedule and assign work; to determine the methods, means, organization and number of personnel by which operations are conducted and equipment used; to determine whether goods and services are made or purchased; to determine whether services are provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement; to assign overtime; to make, alter and enforce policies, rules and regulations; to transfer employees; to terminate, suspend and discipline employees, to change, eliminate existing methods, equipment or facilities; and to carry out the mission of the Board.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited to only the specific and express terms of this Agreement.

### ARTICLE XXIII PRECEDENCE OF AGREEMENT

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

### ARTICLE XXIV ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. The parties acknowledge that each had the full right to make proposals with respect to any subject and that, after exercising that right, the parties' understandings are set forth in this Agreement. The Board and the Association, for the life of this Agreement, each voluntarily agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the Board and the Association membership for approval.

### ARTICLE XXV SEPARABILITY

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

ARTICLE XXVI  
TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2007, and shall remain in full force and effect until June 30, 2012. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing prior to March 15, 2005 or prior to March 15 in any succeeding year that it desires to terminate or renegotiate this Agreement. The parties agree to start negotiations to secure a successor

Agreement not later than April 15 of the year of the expiration of this Agreement. It is understood and agreed by the parties that no rights or benefits granted hereunder shall be effective prior to ratification by the parties or July 1, 2004 whichever occurs later.

IN WITNESS WHEREOF, the parties have hereunto set their hands this  
10th day of April, 2007.

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MCHENRY EDUCATION SUPPORT PERSONNEL  
DISTRICT NO. 15

IEA-NEA

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BOARD OF EDUCATION OF  
MCHENRY COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT NO. 15

APPENDIX A

**I. STARTING SALARIES**      **2007/08**   **2008/09**   **2009/10**   **2010/11**   **2011/12**

<u>CLASSIFICATIONS</u>					
<u>STARTING SALARIES</u> <u>CLASSIFICATION</u>					
Building Secretary	\$9.77	\$10.21	\$10.64	\$11.07	\$11.51
Health Assistant	\$9.77	\$10.21	\$10.64	\$11.07	\$11.51
Instructional, Special Ed, Inclusion Aide, Kindergarten Assistant	\$8.77	\$9.16	\$9.55	\$9.93	\$10.33
Custodian	\$10.31	\$10.77	\$11.23	\$11.68	\$12.15
Maintenance Technician	\$14.16	\$14.80	\$15.43	\$16.05	\$16.69
Translators	\$11.20	\$11.20	\$11.20	\$11.65	\$12.12

**II. DIFFERENTIALS**

A. Head Custodian

In addition to any salaries paid, the Head Custodian in each building shall be paid a differential of 5% of his/her total salary.

A night custodian who works as a substitute for a Head Custodian for more than five (5) consecutive days and takes on the responsibilities of that position, shall receive the 5% differential in hourly pay beginning with the sixth consecutive day for the hours he/she works as a substitute.

B. “Highly Qualified” Paraprofessionals

Any full or part-time member of the bargaining unit, who have met the criterion established by the Illinois State Board of Education (ISBE) and are deemed “Highly Qualified” for, instructional support will be paid a differential, hourly wage of thirty cents (\$.30) for their advanced education or certification. The employee’s current assignment need not require the “Highly Qualified” designation to qualify for the differential.

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