

AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF
CENTRAL COMMUNITY UNIT SCHOOL DIST. # 3
AND
UNIT THREE EDUCATIONAL SUPPORT ASSOCIATION

2014-2015
2015-2016
2016-2017

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ARTICLE I

RECOGNITION AND NEGOTIATIONS

1.1 Recognition

The Board of Education of Community Unit District No. 3, Adams County, Camp Point, Illinois, hereinafter referred to as the "Board," hereby recognizes the Unit District 3 Educational Support Personnel, IEA-NEA, hereinafter referred to as the "Association," as the exclusive and sole negotiations agent for all full-time and regularly employed part-time non-certificated personnel, hereinafter referred to as "Employees," excluding the Superintendent's Secretary, Business Manager, Bookkeeper, Technology Director, Maintenance Manager, Transportation Manager/Automotive Mechanic, and all other Managerial, Supervisory, Confidential and Short-term employees as defined by the Act.

1.2 Negotiations Procedures

1.2.1 The parties shall commence bargaining for a successor agreement on the written request of either party no earlier than February 1 nor later than May 1 of the final year of this agreement.

1.2.2 The Board and the Association agree to participate in good faith negotiations. Good faith, for the purpose of this Agreement is defined as the willingness of both parties to meet, discuss the issues, and make proposals and counter proposals in an effort to reach an agreement. It does not imply acquiescence or concession to either party's demands in whole or in part.

1.2.3 Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals, and to seek tentative agreement. Tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached. Upon final agreement the entire Agreement shall be submitted to the Association for ratification and subsequently to the Board for adoption.

1.2.4 The Board shall furnish to the Association, without cost, one (1) copy of the annual financial report (Form 5035A) and one (1) copy of the adopted budget (Form 5035B).

1.2.5 Each party shall select its own representatives, not to exceed five (5) in number at any given session. Each party shall select its own spokesperson.

1.2.6 Meeting dates shall be determined by mutual consent of the parties. Meetings will be scheduled for three (3) hours. Either party may adjourn a meeting earlier if progress is not being made. The parties may mutually agree to extend a meeting.

1.2.7 Meetings shall take place in a location mutually agreeable to the parties.

1.2.8 Meetings shall be closed to the public.

1.2.9 If impasse occurs, the Federal Mediation and Conciliation Service shall be used for mediation purposes and the Illinois Educational Labor Relations Board shall be notified.

1.3 **The Agreement**

1.3.1 A copy of this Agreement shall be provided to every employee. The initial printing of the Agreement shall be paid by the Board. After the initial printing of the first Agreement, the cost of printing the Agreement shall be shared equally by the parties.

1.3.2 Mutually satisfactory changes to this Agreement may be made at any time. Such changes shall be reduced to writing and signed by the parties.

ARTICLE II

GRIEVANCE PROCEDURE

2.1 Definitions

A Grievance shall be:

2.1.1 Any claim by the Association, an employee, or group of employees that there has been an alleged violation, misrepresentation, or misapplication of any of the specific provisions of this Agreement.

2.1.2 All time limits shall consist of school days. Except when a grievance is submitted fewer than ten (10) days before the close of the current school term then time limits shall consist of all week days. Timelines may be extended by mutual written consent.

2.2 Procedure

The parties acknowledge that an employee and an Administrator may resolve problems through free and informal communications. The informal disposition of problems in no way prohibits the Association from filing a grievance nor does it establish a precedent. However, a grievance shall be processed as follows:

2.2.1 **STEP I** - The grievant shall present the grievance in writing, signed, dated and specifying the remedy sought, to the immediate involved supervisor within ten (10) days of the occurrence, or date the grievant had knowledge of the occurrence, whichever is later, stating the Article and Section of the Agreement alleged to have been violated. For bus drivers, the immediate supervisor shall be the Transportation Director. For Cooks, Para-Professional, and Secretaries, the immediate supervisor shall be the employee's respective building principal. For Custodians, the immediate supervisor shall be the maintenance manager. The immediate supervisor will arrange for a meeting to take place within ten (10) days of receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

2.2.2 **STEP II** - If the grievance is not resolved at Step I, then the Association shall refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer.

The Superintendent shall arrange with the Association representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

2.2.3 **STEP III** - If the grievance is not resolved at Step II, then the Association shall refer the grievance to the Board of Education within ten (10) days after receipt of the Step II answer.

The Board of Education will arrange with the Association representative for a meeting to take place within thirty (30) days of the Board's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Board's written response, including the reasons for the decision.

2.2.4 **STEP IV** - If the Association is not satisfied with the disposition of the grievance at Step III, Association may submit the grievance to final and binding arbitration with the American Arbitration Association which shall act as the administrator of the proceedings.

If a demand for arbitration is not filed with the Board within thirty (30) days of the date for the Step II answer, then the grievance shall be deemed withdrawn.

2.3 **Arbitration**

2.3.1 Neither the Board nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.

2.3.2 The arbitrator shall have no power to alter the terms of this Agreement.

2.3.3 Each party shall bear the full costs for its representation in the grievance procedure.

2.3.4 The fees and the expenses of the arbitrator shall be shared equally by the parties.

2.3.5 If only one (1) party requests the presence of a court reporter, that party shall bear the cost of the reporter. If both parties request a court reporter, they shall share the costs.

2.3.6 If only one (1) party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

2.4 **Bypass**

By mutual agreement, any step of the grievance procedure may be bypassed.

2.5 **Class Grievance**

Class grievances involving one (1) or more employees or one (1) or more supervisors, and grievances involving a supervisor above the building level may be initially filed by the Association at Step II.

2.6 **Grievance Withdrawal**

A grievance may be withdrawn at any level without establishing precedent.

2.7 **No Reprisals Clause**

No reprisals shall be taken against any employee as a result of the employee's participation in a grievance process.

2.8 **Precedent**

By mutual agreement, a grievance may be settled at any step without establishing precedent.

2.9 **Release Time**

An Association member required to attend either a formal grievance or arbitration meeting which must be held during school hours shall be released without loss of pay or benefits.

ARTICLE III

GENERAL ASSOCIATION RIGHTS

3.1 Board Agenda

A copy of the agenda of all regular and special Board meetings shall be available to the Association in the District Office during regular working hours the day after the agendas are made available to Board members.

3.2 Board Minutes

A copy of the approved open Board minutes shall be available to the Association in the District Office during regular working hours the day after approval by the Board.

3.3 New Hires/Dismissed Staff

Names and addresses of newly hired or dismissed staff shall be sent via e-mail to the President of the Association or designee within ten working days. It is the responsibility of the Association to provide updated e-mail address to which this information should be sent.

3.4 Association Leave

Employees who are delegates to State or National Association conferences or meetings shall be excused to attend without loss of salary. Written notice shall be submitted by the Association to the Principal and Superintendent at least two (2) weeks in advance. Such leave shall be limited to a total of five (5) days per year. No more than two (2) employees may use Association Leave on the same day. The Association shall reimburse the District for the cost of the substitutes.

3.5 Use of Facilities

The local Association shall have the use of the following as long as the employees are not on strike:

3.5.1 The use of school buildings for meetings as long as it does not conflict with school activities and with the written permission of the building principals.

3.5.2 Meetings limited primarily to local members and to one (1) room shall be at no charge. Other meetings shall be charged per established rates.

3.5.3 The use of employee mailboxes, and designated bulletin boards in each school building and bus barn, for Association information.

3.5.4 The Association shall have the rights to use e-mail, computers, copiers, and fax machines normally available in teachers' workrooms and lounges. The individual employee must show demonstrated ability to use such equipment. The Association shall pay for, or replace, materials used.

3.6 Association Business

Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property in areas designated by the building administrator. Such business shall be conducted only after the employee work day, during duty-free lunch periods, or during employee's 15 minute break. Employees shall be allowed to attend Association meetings during work time with the approval of the immediate supervisor. Time used in this manner shall be made up.

3.7 Dues Deduction

3.7.1 The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee-executed authorization for dues deduction, the amount of which shall annually be certified by the Association. Such dues shall be deducted in equal payments beginning with the first payroll of the new school year, or from date of membership in the Association.

3.7.2 The Board shall remit said deducted dues to the Association on a monthly basis.

ARTICLE IV

WORKING CONDITIONS

4.1 Employee Work Year

Employees are guaranteed to work their maximum number of days allowed in this contract. With mutual agreement made between the employee and supervisor an employee may work less days.

(9 Month) Secretary	# of teacher attendance days up to 190 days
(10 Month) Secretary	# of teacher attendance days up to 210 days
Para-Professionals	# of student attendance days up to 176 days
Cooks	# of student attendance days up to 176 days + 1
Bus Driver	# of student attendance days
Bus monitor	# of student attendance days
Bus Garage Secretary	# of student attendance days
12 month Custodian	# of student attendance days up to 260 days
9 month Custodian	# of student attendance days up to 176 days

The Board of Education may lengthen the above work year on an individual basis. If the employee is required to work more than the normal work year as listed above, the employee shall be reimbursed his/her per diem rate of pay for every day beyond those stated above. The Board of Education may employ part-time employees and adjust their work year based on the needs of the District.

During summer months, custodians shall have the option to work four (4) ten (10) hour days instead of five (5) eight (8) hour days with Superintendent and Maintenance Manager Approval. These days must be staggered to insure all work days are covered.

4.2 School Improvement Days:

The breakfast cooks may clock out after breakfast duties have been completed.

All secretaries are required to work their regular work day.

Para-Professionals will be given the option of clocking out if the professional development activities do not require their attendance and permission is obtained by their building principal. If there is work in the classroom that the Para-Professionals may perform, he/she may still work the entire day.

If School Improvement Day activities are designed for ESP's, attendance is required and employees may not leave early.

4.3 Teacher Institute Days:

The Opening School Day Breakfast/District Meeting is optional for employees who are not scheduled to work that day. Employees will be compensated for their hours in attendance.

All district secretaries are required to work their regular work day. Only the superintendent may authorize secretaries leaving early on this day on a district wide basis.

4.4 Employee Work Day

All Educational Support Staff personnel are compensated based on the number of hours worked during the week. All ESPs shall submit a timesheet bi-weekly based upon the hours actually worked.

The following is a list of the number of hours required each day for the different classification. If extra time is needed for an employee to complete their work on any given day, the extra time must be approved by the administration and the adjusted time noted on their timesheets. All Support staff are required to work all hours submitted on their timesheet at their respective location. All work claimed on timesheets must be performed on site.

9 and 10 Month Secretaries	7.5 Hours
Cooks	7 Hours
2 nd Cook at CES and CMS	5 Hours
Para-Professionals	7 Hours
Custodians	8 Hours
Bus drivers:	
Regular routes	3 + ½* Hours
Regular Shuttle route	2 + ½*Hours
Pre-K route	TBD based on number of students
Special Education route	TBD based on number of students
Summer School route	TBD based on number of students
Bus Garage Secretary	3 Hours

All routes begin from the first pick up to the last drop off. Any hours worked beyond will be reimbursed at the driver's regular hourly rate of pay. The number of hours worked beyond the regular route shall be determined by the Transportation Manager.

The additional ½ hour is time used for cleaning the bus and for preparation time and for the additional cost of electricity when using the bus's engine heater.

Extra-Duty Trips

In order to reduce costs to the district, any coach may first be allowed to drive the bus if he/she is also coaching that sport for that season. Once the coaches are identified who will be driving for the season, the remaining dates will be available for extra-duty trips to the bus drivers.

The Transportation Manager will seek volunteers for extra trips. This may be at the “refresher course” or prior to each sports season. Volunteers will then be placed on a rotation list. Extra trips will then be assigned for the list order with scheduling to occur one month at a time.

Once the monthly list is posted, a driver may request to the Transportation Manager any changes in his/her driving schedule. The Transportation Manger must approve all requests before any changes may occur.

If the need for the driver is cancelled for that day, the rotation continues with

the next driver scheduled for the following event.
Pre-K and summer driving will be posted in the bus garage for all individuals wishing to drive.

Any new route openings will be posted in the bus garage for 10 days for individuals to apply.

All routes will be assigned by the Superintendent and the Transportation Manager.

The Board shall pay the driver Eleven and 00/100 Dollars (\$11.00) per hour for extra driving trips.

4.5 Duty-Free Lunch Period

Each full-time employee will receive a thirty (30) minute duty free lunch period each day. Bus Drivers are excluded from this provision. Should the employee need to deposit his/her paycheck on the regularly scheduled pay day, the employee may do so during the duty-free lunch period. Prior to leaving the building, the employee must inform the building principal of his/her intentions to deposit his/her paycheck.

4.6 Employee Breaks

Employees who work seven or more hours per day shall be entitled to two (2) paid fifteen (15) minute breaks per day. Employees who work fewer than seven (7) hours but more than four (4) hours per day shall be entitled to one (1) fifteen (15) minute break per day. Employees who work less than four (4) hours per day shall not be entitled to breaks. This provision shall not apply to Bus Drivers, or to any other position where the work day is not continuous.

Breaks cannot be used to shorten the work day. If the Building Principal requires an employee to work during his/her break or lunch period, the District will reimburse the employee his/her regular hourly rate of pay for every hour worked. In order for an employee to receive such payment, the employee must have written verification by the Building Principal of such requirement.

4.7 Employee Physical and Drug Tests

All bus drivers are required by state law to have a physical examination and drug test. The school board will pay the expenses incurred to meet these state requirements. The employer will select a physician or other appropriate provider of health services for the above required physical and drug test.

If the Board of Education requires an employee to have a physician's certificate, the employer shall pay for the cost of the certificate. The employer will select a physician or other appropriate provider of health services for the physical examination.

4.8 Commercial Driver's License

The Board of Education will reimburse bus drivers the full cost of the Commercial Drivers' License, due to Secretary of State, if acquiring the CDL is primarily (not for commercial benefit) for bus driving in the Unit School District No. 3. Any additional requirements or certifications required by law during the term of this agreement will also be fully reimbursed by District No. 3.

4.9 In-Service Training

When a bus driver is required by the employer to attend the annual bus driving "refresher course," the Board will provide a meal to the drivers.

If the Board of Education requires an employee to attend some type of training or classes that are germane to individual's job and are beneficial to the District, the Board will pay for the registration fees associated with such required training, mileage (rate as per this Agreement), receipted meals (not to exceed \$25.00) per day and lodging if required. In addition, the employee shall be paid his/her regular hourly rate.

4.10 Shift Changes

The Superintendent may specify days when students and/or teachers are not present when custodians assigned to the evening shifts, will be permitted to work the morning shift.

4.11 Vacations

Vacation leave shall be as follows for full-time, twelve (12) month employees of the District. Employees shall receive five (5) days of vacation after one (1) full year of service to the District. Ten (10) days after two (2) years, 15 days after ten (10) years, of full time employment. During the first year of employment vacation shall be earned at a rate of one and one-quarter (1 1/4) days per quarter worked.

Vacations will be scheduled with the immediate supervisor. Request for vacations must be made in writing to the immediate supervisor. Such vacation is to be taken at the convenience of the employer. In no case will a custodian be able to take more than two (2) weeks of vacation during the summer months. At least one custodian will be on duty during other employee's vacation time. No vacation time may be taken the week prior to the start of school in order to prepare the building for the start of a new year.

Personal days/vacation days may not be used to extend a holiday before or after the holiday.

4.12 Holidays

The following days shall be paid holidays for twelve (12) month employee's who regularly work eight (8) or more hours per day if the day falls in their normal

- | | | |
|------------|---------------------------|----------------------|
| work year: | Labor Day | New Year's Day |
| | Thanksgiving Day | Friday before Easter |
| | Christmas Day | Memorial Day |
| | July 4 th | Lincoln's Birthday |
| | Veteran's Day | or President's Day |
| | Christmas Eve | New Year's Eve |
| | Friday after Thanksgiving | (unpaid holiday) |

When Christmas and New Year's Day falls on a Saturday or Sunday, employees shall be given the preceding Thursday and Friday for their Christmas Eve/Christmas Day and New Year's Eve/New Year's Day holidays.

When Christmas and New Year's Day falls on a Monday, employees shall be given the preceding Friday and for their Christmas Eve and New Year's Eve holiday.

When Veteran's Day falls upon a weekend, employees will be given the Friday after Thanksgiving off as that holiday.

For those members of the support staff who receive paid holidays, the employee must meet the following requirements in order to qualify for holiday pay:

- The employee must work within the payroll period during which the holiday occurs.
- The employee must work the last scheduled working day before the holiday and the first scheduled work day after the holiday.
- The employee must have been employed by the School Board for at least three (3) months.

4.13 Inclement Weather Days

If school is canceled, twelve month employees may choose to take a personal day, vacation day, or "dock" day by notifying their direct supervisor before the start of their work shift that day. Should an employee call in sick on an inclement weather day, he/she is required to submit a doctor's note for that day within 48 hours. If no doctor's note has been provided, the day missed will be deducted from personal leave first, and then vacation time if personal days have been exhausted. Dock day requests for inclement weather days do not require pre approval by the superintendent.

Nine month employees who work when students are present are not affected by emergency days throughout the year since the day will be made up when the day is added to the end of the year.

For ESP's whose work assignment is not in an air-conditioned building, should a heat dismissal be called before 11am, the ESP will be an paid an additional two hours on their timesheet beyond the hours worked on that day, not to exceed their normal work hours. All district cooks who would lose hours due to an early heat dismissal will be given an additional two hours on their timesheet beyond the hours worked on that day, not to exceed their normal work hours.

The Superintendent or Maintenance Manager may alter the work assignment or location for ESP's on heat related dismissal to compensate for the heat.

ARTICLE V
EVALUATION

5.1 Job Description

Upon initial employment each employee will be provided with a copy of the District's job description ***and sign a copy*** for the employee's category of position ***which will be on file in their personnel folder. Should the job description change, the employee will sign a newly revised job description.***

5.2 Employee Personnel File

Copies of any material of an evaluative nature shall be provided to the employee prior to placement in the employee's Personnel Record on file in the District Office. The employee shall sign the file copy and be permitted to write reactions to said material. Employees shall have the right three (3) times a year to examine their personnel file during regular District Office hours in the presence of the Superintendent or his designee. Letters of reference, tests, and other exempt materials shall be exempt from employee view.

ARTICLE VI

FORMAL EVALUATIONS

- 6.1 Employees will be evaluated at least once a year by their immediate supervisors (Building Principal, Transportation Supervisor, or Superintendent of Schools).
- 6.2 One (1) formal evaluation must be completed no later than the last day of the school year.
- 6.3 A post conference will be held with employees to discuss their evaluation and to be given a copy of their evaluation.
- 6.4 The employee's signature on the evaluation denotes that the employee has read the evaluation. It does not necessarily mean he/she agrees with said evaluation.
- 6.5 An employee has the right to attach written comments to the formal evaluation.

ARTICLE VII

EMPLOYEE DISCIPLINE

7.1 Probationary Status

A new hired employee shall be considered to be a probationary employee for the first calendar year of his/her employment, and within that calendar year may be discharged at any time without notice, compensation or assigning any reason whatsoever. At the end of the first calendar year, the employee will be either placed on permanent status, or will be released by the District. The District does not need to provide a reason for the non-renewal of the probationary employee. It is noted that if either the State or Federal Legislature passes a law(s) that grants dismissal for cause, this section of the Agreement shall be deleted from the Agreement and the statutory provisions will supersede this Collective Bargaining Agreement. For the purpose of the Article "days" are considered work days.

7.1.1 Probationary Paid Time Off

All newly hired probationary employees do not acquire paid time off benefits during their first ninety (90) days of employment.

An employee will be granted equal benefits on a prorated basis for the remainder of the fiscal year.

7.2 Disciplinary Procedures

For remediable offenses or remediable violations of work rules, disciplinary action will be progressive and except for gross misconduct, in accordance to the following schedule. The sequence and necessity for the following steps will be determined by the Board of Education/Superintendent depending upon the circumstances of each case.

- 1) Verbal Warning; and date documented
- 2) Written Warning
- 3) Five-Day Suspension Without Pay
- 4) Discharge

7.3 Just Cause Suspension Without Pay and Termination

No employee will be suspended without pay or discharges without just cause. Verbal warnings, written warnings and suspension with pay are not subject to the just cause standard.

7.4 Resignation

An employee who resigns from his/her position shall give at least two (2) weeks' advance notice. The two (2) weeks' notice may be waived by mutual consent of the Board of Education and the employee. If applicable, the employee shall receive a prorated share of vacation for all unused vacation days.

7.5 Probationary Status For Employees Who Change Positions

If an employee changes category of position but does not complete the probationary period satisfactorily in the new position, he/she may revert to his prior category of position if he has more seniority than another person in that category of position. In order for the more senior employee to bump the lesser senior employee, the less senior employee will be dismissed and the timeliness regarding notification will be waived by the Board of Education.

7.6 Written Notice to Appear

When an employee is required to appear before the Board on any disciplinary matter, the employee shall have a minimum of seventy two (72) hours written notice, specifying the reason, and be entitled to representation, if requested.

ARTICLE VIII

LEAVES OF ABSENCE

8.1 Sick Leave

Sick leave shall mean personal illness, quarantine at home or serious illness or death in the immediate family. Immediate family shall include children, step-children, grandchildren, step-grandchildren spouses, parents and parents-in-law. Medical and dental appointments shall also be considered sick leave.

8.1.1 The Board will grant twelve (12) days-of sick leave per year-to each full-time employee. Part-time employees shall receive sick leave on a prorated basis.

8.1.2 Unused sick leave shall be accumulative to a maximum three hundred (300) days exclusive of the current annual grant.

8.2 Bonus Sick Days

For the duration of this contract any employee who was used three or less sick days, will be granted 13 sick days for the following school year instead of the normal allotment of 12 days.

8.3 Sick Leave Donation Plan

The Board along with the Camp Point Education Association and the Unit Three Educational Support Association hereby agree to establish a sick leave donation plan. This plan's purpose is to allow all personnel of the District the ability to donate their sick days to another employee who has suffered a catastrophic event, serious illness or injury. It is not the purpose of this plan to provide additional days to staff who have exhausted their accumulated sick leave and are applying for additional sick days.

Persons desiring to use the sick leave donation plan should contact the Association president of their respective union. The Association president and the Superintendent shall make arrangements to convene the sick bank committee to determine if the request qualifies for the sick bank donation plan.

District personnel wishing to donate days will use the form provided by the board of education office.

A committee will be established to act as the governing body for the administration of the Sick Leave Donation Plan.

The committee shall consist of one (1) member from each bargaining unit and one (1) person named by the superintendent.

The following are minimal criteria for use of sick day leaves:

- Must have a catastrophic event, serious illness or injury.
- Must have doctor's statement.
- The employee is not required to exhaust his/her accumulated sick leave or anticipated leave of absence prior to using days from the sick leave donation plan.
- Must give the Sick Leave Donation Committee a written request for the estimated number of days required.

Beginning with the third consecutive day of absence, an employee may be eligible to use the Plan. If the employee is eligible, the Plan coverage shall be retroactive to include the first day of absence for coverage. The consecutive day rule does not apply to dialysis, cancer treatment, and other intermittent absences due to life threatening occurrences.

8.4 **Personal Leaves**

Two (2) days of personal leave will be granted per year for each employee, subject to the following restrictions:

8.4.1 At least forty-eight (48) hours prior written notice must be given the Building Principal/Supervisor. In the case of an emergency, the forty-eight (48) hour notice requirement may be waived by the Building Principal/Supervisor. The employee need not give reasons for such use, but it is understood that personal leave can be used only for personal business that cannot be completed beyond the regular work day.

8.4.2 Personal leave may be used in increments of half-days.

8.4.3 No more than two (2) employees from each attendance center may utilize personal leave on the same day. No more than one (1) bus driver may use personal leave on the same day.

8.4.4 Unused personal leave shall be added to unused sick leave.

8.5 **Unpaid Leave Of Absence**

8.5.1 Leaves of absence without pay for study, child care and extended illness may be granted to no probationary, noncertified employees who have rendered satisfactory service to the District. Any employee granted such leave shall be returned to employment in a similar capacity at the termination of such leave provided the employee follows item C.

- A. Written requests for leaves of absence without pay should be made at least ninety (90) days before the leave is desired, subject to approval by the Board. In the case of an emergency, the ninety (90) days advance notice may be waived by the Board of Education.
- B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.

- C. Leaves of less than two (2) calendar weeks, if acceptable and approved by the Superintendent, will not require Board approval, nor do ninety (90) days advance notice. The Superintendent may approve such requests but the Superintendent's rejection or approval of such leave requests shall be at the Superintendent's sole and exclusive discretion.
- D. The employee shall inform the Superintendent of his/her intent to return to a similar position the following school year not later than February 1. If the employee fails to inform the Superintendent prior to February 1, the employee waives his/her right to future employment in the District.
- E. Employees taking an unpaid leave of ninety (90) days or more shall not receive experience credit for the year they are on leave. The granting of an unpaid leave will not interrupt seniority. However, seniority shall not accrue while on an unpaid leave of absence.
- F. During the unpaid leave, the employee may purchase hospitalization and major medical insurance at the District group rate provided the carrier determines the employee is eligible to maintain his/her membership in the District's insurance program. The employee shall be responsible for the full amount of each monthly premium. Said payments shall be made fifteen (15) days prior to the District's premium due day to the Unit District Secretary.

8.6 **Dock Day Requests**

8.6.1 Dock days are considered disciplinary in nature and may be reflected in the employee's evaluation. Unpaid leave (Dock Day requests) will not be granted for purposes of other employment or vacations. Employees who have exhausted their personal days and sick days are not entitled to dock days and any such request for dock days must be approved in advance by the board or the superintendent.

If the employee ignores the Board's denial of such request, the employee will be considered insubordinate and the employee may be suspended without pay for a period not to exceed five (5) days for the first offense. Upon the second occurrence of ignoring the Board's directive, the employee may be suspended without pay for a period of thirty (30) days. Upon the third occurrence, the employee may be subject to immediate dismissal.

8.7 **Adoption Leave**

Adoption leave may be granted to an employee who has successfully completed the probationary period by the Board of Education provided the following procedures are met.

8.7.1 The employee shall inform the Superintendent of his/her intent to adopt.

8.7.2 The public or private agency handling the adoption must require that the employee be excused from his/her work assignment in order to receive the child. The agency must also state the minimum length of time needed for an employee to qualify for adoption.

8.7.3 The adoption leave shall be of the shortest duration as certified by the private or public agency.

8.7.4 The employee shall present to the Superintendent a certified letter from the adoption agency stating the minimum length of time required, the age of the child (adoption leave will be restricted to the agency's discretion) and the intended dates of the leave.

An employee may use up to four (4) weeks (twenty (20) days) of unused accumulated sick leave. If additional days are needed by the employee, he/she may request an unpaid leave of absence in accordance with Article 8.3 (Unpaid Leave) of this Agreement. In no case shall adoption leave (paid and unpaid) exceed one (1) school year in length.

8.8 Jury Duty And/or Subpoenas

An employee will be compensated for jury duty if they provide evidence of a subpoena or writ of the circuit clerk. The employee will provide the board with a copy of any compensation received. The employee will keep any jury duty compensation from the circuit clerk and the amount equivalent will be reduced from the employees next pay period pursuant to Illinois Labor laws.

8.9 Bereavement Leave

Employees may use up to two Bereavement Leave days per incident for leave connected with attending funerals for family members that shall include: spouse, children, step-children, grandchildren, step-grandchildren, parents, grandparents, brothers, sisters, brother-in-law, sister-in law, father-in law, mother-in law, uncle, aunt, niece, nephews, and first cousins. The death of a child, step-child, or spouse will be given an additional eight (8) days of bereavement. This bereavement leave will not be deducted from either sick or personal leave days. Request for such leave shall be in writing and given the Building Principal/Supervisor at least twenty-four (24) hours prior to the intended day of the leave. In the case of an emergency, the Building Principal/Supervisor or his/her designee may waive the twenty-four (24) hour notice and written request. Additional leave days may be used from any unused personal leave days and then sick days if personal days have been used. Bereavement Leave requests for funerals not defined as family members will require the individual to use his/her personal days and are not subject to Bereavement Leave days.

ARTICLE IX

SENIORITY

9.1 Seniority – Definition

Seniority is the length of an employee's service starting with their board hire date.

If an employee is kept longer than 90 working days on an "as needed" basis, he/she shall have the opportunity to interview for the vacancy, if qualified. If hired, the probation will be waived and the employee will be given back-credit to count toward seniority.

A. Seniority is lost upon the following:

- Resignation
- Dismissal
- Retirement

B. Seniority is retained but shall not accrue during the following:

- Unpaid leave of absence
- Unpaid sick leave
- Period of layoff as established by this Agreement

C. Seniority continues to accrue during the following:

- Paid leave of absence
- Temporary disability under IMRF

9.2 Seniority Lists

By February 1, annually, the Employer shall publish a seniority list for each of the job categories.

Seniority lists shall be published for the following job categories:

- Bus Drivers
- Custodians - Full Time Days
- Custodians - Full Time Nights
- Custodians - Part-Time
- Cooks
- Para-Professionals
- Secretaries
- Bus Monitor

The Board will post the seniority list by categories in all buildings with support staff working in them, and give one (1) copy to the Association president. The Association will have until March 1 to justify any changes to the list. After March 1, the list shall be deemed accurate and no changes will be made during the school year.

In the event of a reduction in force, the Board shall first lay-off all probationary employees, and then the employee with the shorter length of continuing service with the District, within the respective categories of position. Employees who have previously earned seniority in a different category may elect to take a position in that category if there is a less senior employee working in that category.

If a reduction in force occurs, a Bus driver who has more seniority may bump the least senior bus monitor; a full-time custodian who has more seniority may bump the least senior part-time custodian; a more senior head cook may bump the least senior cook. Bus drivers, full-time custodians, and head cooks are the only positions that may bump cross-categorically.

Employees changing job categories shall begin a new probationary period.

Employees shall accrue seniority as listed in the category he/she is currently employed and shall retain any previous accumulated seniority in any other category the employee has worked. However, seniority shall accumulate in only the category in which the employee is presently employed.

9.3 **Recall**

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

9.4 **Waiver of Recall Rights**

Failure of the employee to respond within seven (7) calendar days after the receipt of the Board's letter of recall sent by certified mail to the employee's address on file with the Board recalling such employee will result in termination of the employee's right of recall hereunder. It shall be the responsibility of the employee to inform the Superintendent of any change in home address.

9.5 **Summer Help**

Summer help positions will be posted for ten (10) days in all buildings including the bus garage with rate of pay, before seeking to subcontract summer work, providing employees first opportunity to apply.

ARTICLE X

ASSIGNMENTS, TRANSFERS, VACANCIES AND PROMOTIONS

10.1 Vacancies

10.1.1 A vacancy shall be defined as a position in the bargaining unit which the Board of Education has elected to maintain due to resignation, retirement, death or termination. The term "vacancy" shall not apply to any temporary position or a substitute position who has been granted a leave of absence. If an employee is in a temporary position for 90 days or longer, and is qualified for the position, that employee shall have an opportunity to interview for the position should it becomes a permanent full-time position.

10.1.2 The Board shall post notices of vacancies in the District Administrative Office, Bus Barn and the four (4) attendance centers.

10.2 Transfer

Existing employees are allowed to request a transfer to another position within the District should a position become available. An existing employee may request an interview to explain his/her interest and capabilities. The Board shall consider existing employees if they are currently employed in the job category

10.3 Involuntary Transfer

When the Board or Administration determines to permanently involuntary transfer or permanently reassign an employee(s), volunteers will be sought. If there are no volunteers who are acceptable to the Board of Education then the Board or Administration may involuntarily transfer or permanently reassign employees; provided, however, that an employee being involuntarily transferred or permanently reassigned shall be given not less than two (2) weeks written advanced notification. The only requirement the Board of Education has is to seek volunteers for such transfers. The Board of Education's decision is final and its decision to involuntarily transfer any employee rests exclusively with the Board.

ARTICLE XI

COMPENSATION AND BENEFITS

11.1 Salary Schedule

11.1.1 The salary schedules for employee classifications shall be set forth in Appendix A, which is attached to and incorporated in this Agreement.

11.1.2 When a new employee is hired, that employee will be placed at the "New Employee" rate of pay.

11.1.3 A newly hired employee may be granted initial placement on the salary schedule a maximum of 5 steps down from the standard new employee rate based on prior work experience.

11.1.4 Any previous experience in the respective category of an employee in a public school shall count upon initial employment in the District. One (1) full year of experience will be granted for any year the employee has worked at least the yearly hourly total for the respective categories as list in this agreement in any given calendar year. A total of only one (1) year of experience will be granted for all previous part-time experience (any year of less than 1,425 hours).

Private sector experience will count for any employees who have worked at least one thousand four hundred twenty-five (1,425) hours in any given calendar year. Partial years of experience (less than 1,425 hours in 1 calendar year) will not count. Two (2) years of private sector experience will only count for one (1) year of experience on the salary schedule. For example, an employee with six (6) or seven (7) years of private sector experience and, no public school experience, will be initially placed on step three (3) of the salary schedule. In addition, no more than ten (10) years of private sector experience, which equates to step 5 of the salary schedule, shall be counted by the Board toward the initial placement on the salary schedule.

Those employees transferring to another category without previous experience in that category in the C.U.S.D. No. 3 will be placed at step one (1) on the salary schedule.

11.1.5 Employees who perform two duties will be paid at the level of experience for each position and be placed on the salary scale based on the years of experience in each category. It is possible that an employee's daily rate of pay will be based on two different hourly rates. For example, an employee might drive a bus route at \$15 an hour for 3.5 hours a day and then work as a custodian for 4 hours a day at \$10 an hour.

Employees who are employed in one job category as their primary assignment may perform additional duties as a substitute in another category at the entry level rate for that position. For example, a bus driver earning \$15 dollars an hour could fill a sub vacancy in a custodial position at the entry level pay for a custodian.

11.1.7 In addition to the salary scheduled amount second shift Custodians shall receive an additional twenty cents (\$.20) per hour.

11.1.8 Custodial sub pay will be \$ 10.00 an hour.

11.2 Medical and Hospitalization Insurance

11.2.1 The board shall pay 88% of the premium on individual coverage for all ten (10) month or more employees. If family plan is selected, the Board will not pay any extra for that coverage.

11.2.2 For those employees who regularly work between thirty (30) and forty (40) hours per week, the Board will contribute an aggregate amount up to \$10,000 per year towards the cost of the individual premium of the District's major medical and hospitalization plan. Employees wishing to participate in the plan must notify the District in writing by August 1 of each year of this Agreement. If the employee notifies the District of his/her intent to participate in the District's insurance program, he/she may withdraw from the plan. However, he/she may not re-enroll during the remainder of the school year. The number of employees who sign up to participate in the insurance program will be determined on August 1 every year and will not change for the remainder of the year. The total amount of the Board's contribution (\$10,000) will be equally divided among those employees who have signed up to participate in the major medical and hospitalization plan.

For example, if eight (8) people sign up to participate in the insurance program, the District will contribute \$122.50 per month for each employee. \$10,000 divided by 8 employees divided by 12 months. In no case will any individual receive more than the two hundred fifty dollars (\$250.00) per month towards the cost of the individual insurance premium.

11.2.3 If both husband and wife, who are full-time employees as defined above, work for the District, one (1) spouse may elect to have the sum of money equal to the insurance coverage applied to the dependent coverage. Employees who regularly work more than thirty (30) hours per week may purchase insurance at their cost through payroll deduction. All questions regarding an employee's eligibility in the District's insurance program rest with the insurance carrier.

11.2.4 Health Insurance Review Committee

A committee consisting of no more than 3 members of the Association and no more than 3 members of the Administration/Board will be formed to review the current plans and make advisory recommendations to the Board of Education for changes in the insurance plan and benefits. Such input is advisory only. The Board of Education retains the final authority to determine any change in the current plan or current benefits.

11.3 Term Life Insurance

The Board of Education shall provide a Twenty Thousand and 00/100 Dollars (\$20,000) term life insurance/accidental death and dismemberment policy for all employees who work over 30 per week. All questions regarding an employee's eligibility in the District's term insurance program rest with the insurance carrier.

11.4 Flexible 125 Benefit Plan

Each ESP will be allowed to be reimbursed up to \$200 of medical/dental expenses into a 125 Flex plan in the employees name to be held in trust by an institution or agency mutually determined and agreed to by the Board and the Association. This payment will be in the form of a district contribution to the Flex Plan for each employee. Employees who wish to individually deposit more into this account may do so by completing the appropriate election form provided by the District.

The employee agrees to follow all the rules and regulations of the Internal Revenue Code regarding the sheltering of such contributions. The Board of Education shall not be responsible for the failure of the above Plan to meet the writing, enforceability, etc., as determined by the Internal Revenue Code. Should any of the above be declared improper by an Internal Revenue ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent it violates the ruling or opinion.

The initial cost of writing the 125 Plan will be paid for by the Board of Education. Any subsequent administrative fees associated with the administration of the Plan will be borne by the individual employee through payroll deduction.

11.5 403 B Savings Plan

The school district will participate in a 403(b) savings plan to which employees can make voluntary contributions.

11.6 Mileage Reimbursement

11.6.1 Employees will be reimbursed for use of their private vehicles when used for official school business and with prior Administration approval.

11.6.2 Employees assigned to more than one (1) school shall be reimbursed for the distance between their first school and their last school.

11.6.3 Mileage reimbursement shall be the same as the standard mileage rate as determined by the IRS.

11.7 Overtime

Employees required to work beyond forty (40) hours per week, shall be compensated at one and one-half (1-1/2) times their regular rate of pay. No overtime may be worked without proper signed authorization from the building principal and the superintendent. Working overtime without authorization from the building principal and the superintendent will result in disciplinary action as outlined in Section 6.2 of this collective bargaining agreement.

ESP's may be employed as a coach or a sponsor under the following conditions:

- A time sheet is submitted monthly to the board of education office that reflects the time worked in the extra-curricular position.
- After the first 40 hours of weekly employment in any capacity, the employee will be compensated at 1.5 of their hourly rate.
- The ESP will submit to the building principal a schedule of the practices and games at the beginning of each month for administrative approval.
- A monthly practice plan will serve as the form needed for approval.
- The total amount paid to the ESP will not exceed the amount of the stipend that was bargained under the CBA with the Camp Point Education Association for that year.

11.8 Breakdown Pay For Bus Drivers

If an unforeseen emergency happens while on route (i.e., inclement weather, breakdown) the bus driver shall be paid the extra trip amount for the additional hours worked.

11.9 IMRF

According to the authority granted by the Pension Reform Act of 1974 of the Internal Revenue Code and Public Act 81-5136, 105 ILCS 5/7-173.2, the Board of Education agrees to pay out of the above salary schedule four and one-half percent (4.5%) of each employee's salary to the Illinois Municipal Retirement Fund (IMRF) on behalf of each employee as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

11.10 Payroll Payments

Employees will be paid every other Friday unless the pay date falls on a weekend or holiday. In such case, the District will pay the employee on the previous work day prior to the weekend or holiday.

11.11 Free Lunches

Employees who supervise students during their lunch period or who do work with the lunch program shall receive a school lunch at no cost to the employee. The building principal will submit at the start of the year to the superintendent and union president a list of their employees who work in this capacity for approval by the superintendent.

11.12 Substitute Teaching

When a Para-Professional who possesses a teaching certificate is required to fill in as a substitute teacher said employee will receive \$80.00 per day or his/her regular Para-Professional per diem rate whichever is greater.

11.13 Weekend Work

When an employee is required to return to work on the weekend, he/she will be paid a minimum of 1 hour for each return.

ARTICLE XII

BOARD AUTHORITY AND MANAGEMENT RIGHTS

- 12.1 The parties agree that the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board of Education in matters pertinent to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final.
- 12.2 It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE XIII

FAIR SHARE AGREEMENT

- 13.1 Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including, local, state and national dues.
- 13.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- 13.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- 13.4 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.
- 13.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- 13.6 The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE XIV

EFFECT OF AGREEMENT

14.1 Complete Understanding

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties.

14.2 Individual Contracts

Individual contracts or employment agreements shall reflect the terms and conditions of this Agreement.

14.3 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

14.4 No Strike

During the term of this Agreement, the Association agrees that employees shall not participate in a strike in whole or in part. Strike means an employee's refusal in concerted action with others to report for duty, or his/her willful absence from his/her position, or his or her stoppage of work, or his/her absence in whole or in part from the full, faithful or proper performance of his/her duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

14.5 Duration

This Agreement shall be effective as of July 2014 and shall continue in effect until the 1st day of July, 2017. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a successor Agreement.

This Agreement is signed this _____ day of _____, 2014.

**FOR THE UNIT 3 EDUCATION
ASSOCIATION, IEA/NEA**

**FOR THE BOARD OF
EDUCATION, SCHOOL DISTRICT
NO. 3**

Co-President

President

Co-President

Secretary

Secretary

