

AGREEMENT BETWEEN THE BOARD OF EDUCATION OF

MERCER COUNTY SCHOOL DISTRICT #404

AND

THE MERCER COUNTY EMPLOYEES EDUCATION ASSOCIATION IEA-NEA

From the date of signing of this labor agreement by both parties to June 30, 2023

ARTICLE I

RECOGNITION AND DEFINITIONS

A. Recognition

The Board of Education of Mercer County School District #404, Mercer County, Illinois, (hereinafter referred to as the "Employer" or the "Board") recognizes the Mercer County Education Employees Association - IEA-NEA (Hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all positions set forth in IELRB No. 2019-RS-OO13-C, Included: All full-time and regularly employed part-time food service employees, custodial employees, paraprofessionals, and transportation employees. Excluded: Unit office secretary, District bookkeeper, payroll clerks, accounts payable employees, technology director and technology assistants, registered nurses, secretaries, and all supervisory, confidential, managerial and short-term employees as defined by the IELRA.

B. Definitions

1. Association - The term "Association" or "Union" shall mean the Mercer County Education Employees Association, its representatives, or its agents.
2. Employer - The term "Employer" or "Board" shall mean the Board of Education of Mercer County School District #404, its representatives, or its agents.
3. Part-Time - "Part-Time" employment shall be determined in accordance with Article IV.2.E., Seniority for Part-Time Employees.
4. Full-Time - The term "Full-Time" shall mean anyone who regularly works the following:

Bus Driver	Regularly assigned to both an A.M. and P.M route
Bus Monitor	Regularly assigned to both an A.M. and P.M. route
Cook	Regularly works six (6) hours per day or thirty (30) hours per week
Custodian	Regularly works eight (8) hours per day or forty (40) hours per week
Paraprofessionals	Regularly works seven (7) hours per day or thirty-five (35) hours per week

5. Probationary Employee - A probationary Employee shall be any employee who not yet worked ninety (90) consecutive work days (i.e., not calendar days for the District. The first day is determined as the first day worked in District 404.

6. Employee - The term "Employee" shall include any individual who is employed by the school district as a Part-Time, Full-Time, or Probationary employee.

C. Board Rights

Except as expressly modified by a specific provision of this agreement, the Board reserves and retains solely and exclusively all of its inherent rights to manage the School District as such rights existed prior to the execution of any agreement with the Association including but not limited to the right to create and maintain all of its educational services and related services which reflect the determinations of the School District. The intent of the agreement is to establish with the Association wages and other compensation, working hours, and conditions of employment, as expressed in this agreement.

The parties also agree and acknowledge that the Board retains and reserves unto itself all powers and duties conferred upon and vested in it by the Rules and Regulations of the State Board of Education, The School Code of Illinois, Statutes of the State of Illinois, the Illinois Education Labor Relations Board (IELRB), and the Constitutions of the State of Illinois and of the United States.

ARTICLE II

WORKING CONDITIONS

A. Safe Working Conditions

1. If an Employee becomes aware of a potentially unsafe or hazardous condition, the Employee should report this situation to his/her immediate supervisor.

2. During periods of high heat and/or humidity, Employees shall have the option to wear shorts.

3. The Employer shall provide each building with a first aid kit.

4. For sanitary reasons, while preparing, cooking, or serving foods, cooks shall not have to clean up spills, vomit, etc. out of the kitchen. They will also not handle trash to the dumpster while preparing, cooking, or serving foods in a way that would compromise sanitation.

Paraprofessionals will not be required to clean up vomit. The custodian on duty will be responsible for this duty.

B. Equipment and Materials

1. With administrative approval, each Employee may requisition materials and supplies to perform their duties properly and in a safe manner.
2. The Board shall reimburse the Employee for the cost of licenses, license renewal and administratively-approved training.

C. Illness or Injury to Employees

1. Any employee who suffers illness or injury on the job or arising from the job and who is unable to work as a result, may use accrued sick leave days, whole or fractional (not less than 1/4), to maintain their current pay.
2. Employees who are absent from work during the waiting period before they receive Worker's Compensation benefits for temporary total disability may use accrued, whole or fractional (not less than 1/4 sick days, for such waiting period.

ARTICLE III

VACANCIES AND TRANSFERS

A. Vacancy Defined

Vacancy shall be defined as position openings created by:

1. Resignation;
2. Retirement;
3. Death,
4. Dismissal or Non-renewal; and
5. New Position.

B. Definition of Transfer

Transfers shall be defined as either a voluntary or involuntary permanent move from one position to another within the bargaining unit, including permanent changes in classification, buildings, or shifts.

C. Posting of Vacancies

Whenever a vacancy occurs, the Superintendent or his designee shall, within seventy-two (72) hours, post a vacancy notice in each Employee lounge and the District office; and a notice will be placed in the mailbox of the Association President. During the summer months, the Association President shall be notified by mail.

D. Voluntary Transfer

An Employee may make a request at any time for a transfer to a position for which he/she is qualified. The Superintendent shall post such vacancy pursuant to contract requirements.

E. Assignments

Except in emergencies or with respect to short term assignments, if an Employee's regular job title or job location or regular shift is to be changed, the Employer shall provide at least fifteen (15) calendar days advance notice of the change. Also, employees shall be notified in writing or through electronic means of all tentative assignments no later than seven (7) calendar days prior to the first day of student attendance each year. The District reserves the right to change the transportation assignments.

ARTICLE IV

SENIORITY, LAYOFF AND RECALL

The provisions of the Article shall be used to compute seniority only and shall have no other meaning and shall be used for no other purpose:

A. Categories of Positions

For purposes of determining seniority among the support staff in the bargaining unit, the following categories of positions shall exist within the meaning of School Code Section 10-23.5:

1. Bus Driver
2. Bus Monitor
3. Cook
4. Custodian

5. Paraprofessional

B. Seniority Definition

1. Seniority is the length of an employee's service starting with the 1st day on which duties are performed including all service accrued during employment with District #201, #203, and #404. Employees may accrue seniority in more than one category of position at the same time, but may not accrue in an inactive category. Part-time seniority will be pro-rated. To receive a full year credit, regular employees must work at least 120 days during any given school year.

2. Employees regularly employed in multiple positions shall earn seniority in the positions held.

C. Seniority Accrual

Seniority shall not accrue during any unpaid absence of more than two (2) consecutive days. Seniority shall accrue during any paid absence, including an absence paid by worker compensation.

D. Loss of Seniority

All seniority shall be lost upon resignation, retirement, and dismissal for cause or upon layoff when recall rights expire.

E. Seniority for Part-Time Employees

Part-time seniority will be pro-rated in comparison to the following full-time positions:

Bus Driver	Regularly assigned to both an A.M. and P.M. route
Bus Monitor	Regularly assigned to both an A.M. and P.M. route
Cook	Regularly works 6 hours per day or 30 hours per week
Custodian	Regularly works 8 hours per day or 40 hours per week
Paraprofessional	Regularly works 7 hours per day or 35 hours per week

F. Reduction in Force

Employees affected by reduction in force shall be honorable dismissed by seniority within category of position. These categories shall be bus monitor, cook, custodian, bus driver, and paraprofessional. Employees shall be notified in writing of the layoff at least thirty (30) days prior to the effective date of said reduction in force. Individual employee insurance benefits shall continue through August 31st for honorably dismissed employees who were employed for the entire previous school year.

G. Recall

If the Board has any vacancies for the following school term or within one (1) 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 or position, so far as they are qualified to hold such positions on the date of recall. Employees shall be recalled in reverse order of layoff. If such an Employee in the recall pool is tendered a recall offer by certified or registered mail addressed to the Employee's last known address for a position for which the Employee is qualified, the Employee shall respond in writing either accepting or rejecting the offer so that the School District receives the Employee's response within fourteen (14) days of the post mark on the recall notice. Failure to respond within the designated time period shall be deemed rejection of the offer. Copies of recall notices shall be mailed to the Association President at the same time they are sent to the Employee.

Employees who do not accept a recall invitation for a vacancy within the same job classification as the position from which they were laid-off will forfeit all recall rights for all other vacancies that may become available in the future.

H. Seniority List - Support Staff

On or before February 1st of each year, in consultation with the Association, the Board shall develop a support staff seniority list. The list shall be categorized pursuant to the categories of positions set forth in Article IV, Section A hereinabove. Each Employee shall appear on each seniority list for each position to which said Employee is currently assigned.

I. Seniority List Order

The seniority list developed pursuant to the above shall list the Employee with the greatest seniority in each category of position first, followed by the other Employees in each category of position in order of seniority. Ties in seniority shall be broken by

1. total length of continuous service with the District in all job categories,
2. total length of continuous and non-continuous service with the District in all job categories, and
3. the drawing of lots witnessed by the affected employees and an authorized Association representative.

J. Seniority List Exceptions

The Association or any Employee shall have thirty (30) days from February 1 of each year to file exceptions to the seniority list. Failure to file exceptions shall be deemed approval of the list. Exceptions shall be filed with the Superintendent of Schools and shall state the specific reason for the exception.

ARTICLE V

CALENDAR - WORK LOAD

A. Work Hours and Work Week

1. Work Hours

a. Custodians shall submit work schedules as directed by their supervisor. Other duties may be assigned. Work hour adjustments may be made.

b. Each Employee who works at least four (4) hours per day shall receive one fifteen (15) minute break for every four (4) complete hours worked. Each cook, custodian, or paraprofessional who works at least six (6) hours in a workday shall receive a paid lunch break of no less than thirty (30) minutes.

c. A bus driver shall begin work twenty (20) minutes before the beginning of the bus driver's first bus route of the day for the express purpose of performing a safety inspection of his/her bus. The Transportation Director can, at his or her discretion lengthen this pre-trip during the winter months.

2. Work Week

a. For overtime purposes the regular work week shall be Monday through Sunday. Employees shall submit time sheets for each pay period.

b. All custodial Employees normally working forty (40) or more hours per week shall be considered full-time Employees for purposes of this Agreement. All other Employees normally working thirty (30) or more hours per week shall be considered full-time Employees for purposes of this Agreement.

c. Cooks may be required to be present when an activity uses the kitchen facilities to prepare a meal.

d. All Employees wanting the opportunity to put in extra time or overtime may do so with approval of the principal or supervisor, or superintendent, if principal or supervisor is unavailable.

B. Work Year

1. An Employee's work year shall begin no sooner than July 1 and end no later than June 30.

2. Additional days shall be paid at the regular straight-time rate.

3. The work year for bus monitors, cooks, bus drivers, and paraprofessionals shall be 174 days plus holidays. Pay shall be given only for rendered service. If the building principal or supervisor directs the employees to work beyond the 174

day work year, the employees to work beyond the 174 day work year, the employees shall be paid their regular hourly rate of pay.

4. The work year for custodians shall be 240 days plus holidays. Pay shall be given only for rendered service.
5. Employees must attend and participate in the annual staff breakfast in August of each year. If other duties conflict with the staff breakfast, arrangements must be made in advance to change those duties in such a way to allow the employees to attend the staff breakfast.
6. From time to time, voluntary meetings may be called outside of the regular work day for the purpose of troubleshooting, training, discussions, and planning. Employees who attend will be paid a minimum of one hour at their normal hourly pay rate. Every effort will be made to give advance notice of the meeting date, time, and agenda.
7. Paraprofessionals whose primary responsibility is to meet the needs of a particular student will be allowed to stay at school when the assigned student is absent from school less than five (5) consecutive days. This provision does not apply to situations when the student is absent from school for five (5) or more consecutive days. The employee could be reassigned to another building or classroom based on the needs of the District on that particular day.

C. Overtime

1. Call-back Work

Any Employee whose shift ends, leaves the premises and returns to work on a call back shall be paid a minimum of one (1) hour pay for the call back.

2. Overtime/Compensatory Time

Overtime and compensatory time shall be administered and paid in accordance with the Fair Labor Standards Act (FLSA) and Board policies 5:310 and 5:35, except as modified herein. No employee shall work overtime without first obtaining the building principal's or transportation director's express approval prior to performing the work.

At no time may an Employee's accumulated compensatory time-off exceed 50 hours, which represents compensation for 33.3 hours overtime. If any Employee accrues the maximum number of compensatory time-off hours, the Employee: (1) will be paid for any additional overtime hours worked, if any, at the rate of one and one-half times the employee's regular hourly rate of pay, and (2) does not accumulate compensatory time-off until the employee uses an equal amount of accrued time-off.

The decision to accrue compensatory time or to receive over-time wages unless limited above will be made solely by the individual employee affected.

3. Overtime Procedures

Overtime shall first be offered to qualified Employees within each building (including the bus barn) on a rotating basis. When services are needed for activities held outside of the regular workday and no employees in the appropriate category volunteer to work the activity, the Principal or supervisor shall assign the least senior employee in the appropriate category who works at the building where the activity is being held to work the activity. Subsequent situations will be assigned to the other employees by building and category on a rotating basis starting with the next employee with the least seniority. No employee will be subsequently required to work overtime until the entire rotation has been exhausted.

4. Building Checks

Building checks shall be performed only as assigned by building administrators.

D. Vacation

Full-time custodians who work 240 days are entitled to paid vacation days. The full-time custodian will receive five (5) days of paid vacation after his/her first year of work for use during his/her second year of work. At the conclusion of the second year of work, the full-time custodian will receive seven (7) days of paid vacation for use during his/her third year of work. At the conclusion of the third year of work and all subsequent years, the full-time custodian will receive ten (10) days of paid vacation for use the year after they were accrued. Full-time custodians shall not use any vacation days during the seven days before the first day teachers report to school in August. Paid vacation days cannot accumulate and must be used in the year granted. Full-time custodians who are hired after the beginning of the contract year (July 1st) will be granted prorated vacation days based on their date of hire.

Example:

1. After 1st Year - 5 days paid vacation
2. After 2nd Year - 7 days paid vacation
3. After 3rd Year - 10 days paid vacation

E. Paid Holidays

12 month employees shall receive holiday pay for:

Thanksgiving

Christmas Day
New Year's Day

The pay shall be calculated using each employee's regular rate of pay multiplied by the number of hours each employee normally works each day.

Cooks hired prior to the signing of this agreement shall continue to receive Thanksgiving, Christmas Day, and New Year's Day as paid holidays until employment with the District is severed.

F. Sub Scheduling

Bargaining Unit Employees will not be required to find their own substitutes.

G. Extra Trips/Shuttle Trips

1. While on a trip or shuttle trip, the teacher sponsor, or coach shall be responsible for the students.
2. Non-bargaining unit bus drivers, including administrators, may drive extra trips or shuttle trips only after all bargaining unit bus drivers have been offered the trip and have refused.
3. Trip Pay shall be equal to the driver's regular rate of pay effective at the signing of this agreement. Any trip or shuttle trip lasting less than one (1) hour, shall be paid at the amount of one (1) hour. If a trip is cancelled at the last minute, the Bus driver will still receive two (2) hours wages as compensation. Extra trips will be paid throughout the year based on information stated on time sheets.

ARTICLE VI

EMERGENCY SCHOOL CLOSING

A. Notification Procedure

When an emergency confronts the schools, notifications of the closing of schools will be released for broadcast to all appropriate radio stations as soon as possible. The Employer shall notify Employees scheduled for early arrival via the notification system.

B. Leave Days

When the schools are officially closed by the Superintendent, no leave days previously arranged by an employee (with the exception of custodians), will be deducted for such emergency days.

C. Inclement Weather

Employees unable to report to work as scheduled as a result of inclement weather shall not be charged with loss of pay for such failure to report, provided that the Employee has made every effort to report, has reported as soon as possible after the weather conditions have abated, has notified the District if possible, and agrees to use compensatory time or to use personal leave. The employee will receive a dock day if there are no personal days or documented compensatory time days.

D. Bomb Threat Procedure

No employee shall be required to search for a bomb.

ARTICLE VII

ASSOCIATION RIGHTS

A. Association Concerns

1. Board Meeting - Notice

The President of the Association shall receive written or electronic notice of all regular and special Board meetings, and shall receive a copy of the agenda for each meeting, at least forty-eight (48) hours prior to that meeting.

2. Minutes of Board Meetings

The President of the Association shall receive an electronic copy of all open session Board minutes within five (5) calendar days of adoption. Minutes of Board committee meetings shall not be provided under this clause.

3. New Employees

Upon request, names and addresses of newly hired employees shall be provided to the Association in a reasonable period of time after their hiring.

4. Mail

The Association shall have the right to use the school mail/e-mail system and Employee mailboxes, provided a school mail system exists.

B. Association Leave

In the event that the Association desires to send representative(s) to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary up to a maximum of ten (10) days district-wide (i.e., one Employee ten days or five Employees two days each) per fiscal year. Not more than three (3) Employees district-wide in the same classification shall be absent for use of Association leave on any given day. The Association shall reimburse the Employer for any substitutes who work during such absences. Ten (1) association leave days will be excused without loss of salary for the terms of this contract only. All subsequent contracts shall return to five (5) excused association leave days.

President, Vice-President, Grievance Chair, Association Representatives shall be paid their hourly rate of pay if on Union's business for a member needing representation in one of the district buildings or any meeting during their normal shift.

C. Dues Deductions

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 continuing dues deduction, the amount of which shall be certified annually by the Association. An authorization shall remain in effect from year to year, unless the MCEEA president is properly notified of a member's decision to drop membership. Prior to implementing any revocation, the Board shall notify the Association to ascertain whether or not all revocation requirements have been met. All dues deducted shall be remitted to the Association no later than ten (10) days after such deductions are made. Nothing herein shall require the Board to remit or be responsible for:

1. Dues in arrears
2. Dues due from persons no longer employed by the District
3. Dues due from persons with insufficient earning to cover the amount of dues
4. Employees on unpaid leaves of absence.

D. Bulletin Boards, Mail Facilities, and Mailboxes, etc.

The Association shall have the right to post notices of activities and matters of the Association concern on designated bulletin boards at least one of which shall be provided in each school building. The Association may use the employee mailboxes and/or electronic communication for communicating meeting notices, conferences, and social gathering to the membership. The District will provide a functioning computer, printer, and internet service at the bus barn for employee's school-related use.

E. Use of Facilities

The Association may request use of school buildings, facilities and equipment. Reasonable requests shall be granted, provided the intended use does not conflict with previously scheduled activities, impact negatively on the educational program or is unreasonably dangerous or disruptive.

F. Bargaining of New Positions

The Association acknowledges that the District has the right to create and fill new positions that fall within the Recognition clause of this agreement without the consent or knowledge of the Association (for example, Head Cook). However, the parties agree that prior to being posted and filled, the District and the Association will meet to bargain appropriate compensation based on the job description and expectations.

ARTICLE VIII

EMPLOYEE RIGHTS

A. Right to Organize and Participate

Employees shall have the right to organize, join or not join the Association, and participate in negotiations with the Employer through representatives of their own choosing.

B. Right to Representation

The Board and Administration shall make reasonable efforts to resolve complaints against Employees in an expeditious manner. Whenever an Employee is required to appear before the Board or administration concerning any matter which reasonable could lead to discipline, the Employee shall be permitted Association representation on request. The Employee shall be given reasonable notice of any meeting and shall be notified of the reasons for the meeting. The Association shall be notified of any disciplinary action with respect to any bargaining unit member.

C. Discipline or Dismissal

1. Discipline for Cause

No employee shall be disciplined, reprimanded, suspended, docked or terminated without cause.

2. Suspensions

- a) Any employee can be suspended by the superintendent with or without pay pending investigation for possible disciplinary action.
- b) Any employee can be suspended by the Board with or without pay for disciplinary action.

D. Policies, Rules and Regulations

A copy of all current Board policies, rules, and regulations shall be maintained in the District Office and available to an Employee upon request.

E. Transportation Handbook

Each year, before the bus driver handbook is revised, the MCEEA, or his/her designee will be invited to meet with the Superintendent, Transportation Supervisor, and Transportation Director for the purpose of sharing ideas for how the handbook can be amended.

F. Bus Routes

Each year, prior to routes being designed, the MCEEA, or his/her designee will be invited to meet with the Superintendent, Transportation Supervisor, and Transportation Director for the purposes of sharing ideas on the design of routes.

G. New Routes

New bus drivers and current bus drivers assigned a new route shall drive their assigned route with the Transportation Director at least once prior to the first day transporting students.

H. Orientation of New Employees

The Administration and Association will work collaboratively to develop a list of orientation topics the administrator will discuss with newly hired paraprofessionals. The Administration and Association will also develop written documents that will be given to newly hired paraprofessionals at the time of the orientation discussion. The Association will advise the Administration about new topics that need to be added and existing topics that need to be deleted or amended.

I. Calendar Committee

The MCEEA shall be allowed to annually submit written recommendations to the District's Calendar Committee. The Calendar Committee will give consideration to those recommendations as it develops the calendar.

ARTICLE IX

LEAVES

A. Sick Leave

Each employee who has less than five years of service in the MCSD at the beginning of a school year shall be entitled to fifteen (15) sick leave days for each such school year without loss of pay two (2) of which can be used as Personal Days. Each employee who has five or more years of service at the beginning of a school year shall be entitled to eighteen (18) sick days for each such school year without loss of pay three (3) of which can be used as Personal Days.

Nothing herein shall prevent the Board from allowing an Employee absence for purposes of bereavement of persons not covered by the School Code definition of immediate family, provided however, the employee desiring such bereavement leave shall make request in advance of the appropriate building administrator. Both the decision to grant or deny such leave and the decision as to the type of leave shall be at the sole discretions of the Board.

B. Sick Leave Notification

The Employer shall furnish each Employee with a written statement at the beginning of each Employee work year setting forth the total sick leave credit.

C. Personal Leave

The Board shall provide each employee with less than five (5) years of service in the MCSD at the beginning of a school year two (2) personal leave days. Employees with five (5) or more years of experience will receive three (3) personal leave days per year.

1. Personal leave shall be subject to advance request of the Building Principal (if possible) and shall be conditional upon the approval of the Building Principal and Superintendent.
2. Approval shall not be unreasonably withheld except that approval may be denied where efficient operation of District might be negatively impacted by the absence.
3. The District may inquire of the Employee as to the reason for the personal leave request. Nothing herein shall require Employee to give a reason for his/her leave.
4. Any unused personal leave will be automatically converted to sick leave and added to the employee's accumulated sick leave at the end of each contract year.

D. Bereavement Leave

Bereavement leave shall be granted as presented in Appendix A.

E. Jury Duty and Court Appearances

Any Employee called for jury duty or pursuant to a subpoena issued by the clerk of a court and served upon the Employee, to attend as a witness upon trial or to have his/her deposition taken in any school related matter pending in court shall suffer no loss of salary or benefit, provided however, the Employee shall reimburse the District for any payment received, exclusive of mileage or expense reimbursement, for such court appearance. If the Employee fails to reimburse, the District shall have the option of making a salary deduction for any such payment the Employee receives.

F. Leaves of absence without Pay

Leaves of absence may be granted without pay to Employees who desire to return to employment in a similar capacity at a time mutually agreed upon.

Each leave of absence shall be of the shortest possible duration to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) year may be granted to Employees according to the Following conditions:

1. Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired and is subject to approval by the Board.
2. Dates of departure and return must be mutually acceptable to the Employee and administration and determined prior to any final action on the request.
3. Leaves may be granted for
 - a. Advanced study leading to a degree in an approved university at Board's discretion
 - b. Military service
 - c. Maternity and childcare
 - d. Other reasons acceptable to the Board
4. Employees on such leave may continue insurance benefits if they reimburse pro-rata costs of benefits for which they apply, provided the carrier permits same.
5. Employees will not ~~advance on the salary schedule~~ receive wage increases while on the approved leave without pay unless working at least eighty-eight (88) days during the school year in which the leave was taken; and
6. The Board may waive the above restrictions at its discretion.

ARTICLE X

PERSONNEL FILE

A. Placement of Materials in File

An Employee shall be notified and given a copy before any disciplinary material is placed in his or her file. Disciplinary material shall include written reprimands, written warnings, and notices to remedy.

B. Right to Respond to Materials in File

The Employee shall have the right to respond to any material in his/her file, and his/her response shall be attached to the file copy of the material.

C. Right to Review File

An Employee shall be permitted to examine his/her personnel file during the regular business hours of the central office. An Association representative may accompany the Employee at the employee's option.

D. Right to Reproduce Materials in File

Upon request, the Employer shall provide the Employee with one (1) copy of the materials in the Employee's personnel file.

ARTICLE XI

EMPLOYEE EVALUATION

A. Evaluation Procedure

Before any formal evaluation is performed, the evaluator shall make the Employee aware of evaluation procedures, instruments, and job descriptions.

B. Evaluation Requirements

1. A Probationary Employee shall be formally evaluated not less than once during the probationary period.
2. Non-Probationary Employees shall be formally evaluated not less than once during each employment year.

3. Each formal evaluation shall be in writing, and the Employee shall receive a copy.
4. The Employee shall have the right to respond to any evaluation and have his/her response attached to the file copy of the evaluation.

C. Other Provisions

1. All Employees shall have the right to have Association representation present at evaluation conferences other than routine meetings.
2. If an evaluator believes an Employee's work is unsatisfactory, the evaluator shall state the deficiencies in the evaluation and recommendations, if applicable.
3. Job descriptions shall be maintained by the Employer and in each building. Employees shall be given a copy of their job descriptions and any revisions thereto.
4. The administration shall establish an evaluation form and shall evaluate Employees.
5. The Association will be invited to provide ideas for the development of a paraprofessional evaluation scoring rubric. The Association will also be invited to share ideas for how the evaluation tool and process can be improved.

ARTICLE XII

GRIEVANCE PROCEDURE

A. Definition

A grievance shall be any claim by the Association or any Employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

B. Procedure

The parties acknowledge that it is usually most desirable for the Employee and the Employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the Employee, an Association representative may accompany the Employee to assist in the informal resolution of the grievance. If, however, the

informal process fails to satisfy the Employee or the Association, a grievance may be processed as follows:

1. STEP I -- The Association, on behalf of the employee, may present the grievance in writing to the immediately involved supervisor within twenty (20) days of the event giving rise to the grievance. The supervisor will arrange for a meeting to take place within seven (7) days after receipt of the grievance. The Association's representative, the grievant and the immediately involved supervisor shall be present for the meeting. Within seven (7) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response.
2. STEP II -- If the grievance is not resolved at Step I, then the Association may 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 seven (7) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days of the meeting, the Association shall be provided with the Superintendent's written response.
3. STEP III -- If the grievance is not resolved at Step II, then the Association may refer the grievance to the School Board within ten (10) calendar days after receipt of the Step II answer. The School Board President shall arrange, with the Association representative, for a meeting to take place within twenty-five (25) calendar days of the School Board's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) calendar days of the meeting, the Association shall be provided with the School Board's written response, including the reasons for the decision.
4. STEP IV -- If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration. The demand for arbitration shall be submitted to the Federal Mediation and Conciliation Service with the request for a list of five (5) arbitrators. The arbitrator shall be selected by the parties alternately striking names with the moving party striking first name. If a demand for arbitration is not filed within thirty (30) days of the date for the Step II answer, then the grievance shall be deemed withdrawn

C. General Provisions

1. Mediation

Upon mutual agreement of the parties, the Federal Mediation and Conciliation Services (FMCS) process shall be used instead of the Expedited Arbitration Rules of the American Arbitration Association or Voluntary Labor Rules.

2. Expenses

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

3. Time Limits

All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term or during the summer; then, time limits shall double and consist of all weekdays.

4. Bypass to Superintendent

If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

5. Bypass to Arbitration

If the Superintendent and/or School Board President agree, a grievance may be submitted directly to arbitration.

6. Class Grievance

Class grievances involving more than one (1) Employee or more than one (1) supervisor, and grievances involving an administrator above the building level may be initially filed by the Association at Step II.

7. No Reprisals

No reprisals shall be taken by the Board or the administration against any Employee because of the Employee's participation in a grievance.

8. Release Time

Should the Board require that an Employee be released from his/her assignment in order to process a grievance, the Employee shall be released without loss of pay or benefits.

9. Grievance Withdrawal

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

10. Association Participation

The Association's grievance representative shall participate in the processing of any grievance at any level, and no Employee shall be required to discuss any grievance if the Association's representative is not present.

11. Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the Employees.

12. No Written Response to Grievances

If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

13. Zipper -- Arbitration

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 the specific issues submitted to him/her in writing, and his/her decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

ARTICLE XIII

COMPENSATION AND RELATED PROVISIONS

A. Pay Raises for the 2019-2020, 2020-2021, 2021-2022, and 2022-2023 School Years

1. Starting Salaries for the 2019-2020 School Year:

Bus Drivers:	\$15.00
Bus Monitors:	\$10.00
Cooks:	\$10.50
Custodians:	\$11.50
Paraprofessionals:	\$10.00

Increases in Wages for 2019-2020 School Year:

Bus Drivers, Bus Monitors, Cooks, Custodians shall receive \$0.55 per hour raise or starting wages, whichever is greater.

Paraprofessionals shall receive \$0.75 per hour raise or starting wages, whichever is greater.

2. Starting Salaries for the 2020-2021 School Year:

Bus Drivers:	\$16.00
Bus Monitors:	\$11.00
Cooks:	\$11.50
Custodians:	\$12.50
Paraprofessionals:	\$11.00

Increases in Wages for 2020-2021 School Year:

Bus Drivers, Bus Monitors, Cooks, Custodians shall receive \$0.55 per hour raise or starting wages, whichever is greater.

Paraprofessionals shall receive \$0.65 per hour raise or starting wages, whichever is greater.

3. Starting Salaries for the 2021-2022 School Year:

Bus Drivers:	\$17.00
Bus Monitors:	\$12.00
Cooks:	\$12.50
Custodians:	\$13.50
Paraprofessionals:	\$12.00

Increases in Wages for 2021-2022 School Year:

Bus Drivers, Bus Monitors, Cooks, Custodians shall receive \$0.55 per hour raise or starting wages, whichever is greater.

Paraprofessionals shall receive \$0.65 per hour raise or starting wages, whichever is greater.

4. Starting Salaries for the 2022-2023 School Year:

Bus Drivers:	\$18.00
Bus Monitors:	\$13.00
Cooks:	\$13.50
Custodians:	\$14.50
Paraprofessionals:	\$13.00

Increases in Wages for 2022-2023 School Year:

Bus Drivers, Bus Monitors, Cooks, Custodians, and Paraprofessionals shall receive \$0.55 per hour raise or starting wages, whichever is greater.

B. Life Insurance and Accidental Death and Dismemberment

The Board shall pay on behalf of each Employee for a life insurance and accidental death and dismemberment policy with a face amount of \$25,000 per individual covered.

C. Health Insurance

1. In all years of the negotiated agreement, the Board will contribute 85% of the single/low deductible premium, with the employee contributing 15% of the premium. Qualifying employees would be given the opportunity to apply the allotment towards the offered policy of their choice.
2. The Board shall maintain a Section 125 Salary Redirection Agreement to shelter health insurance premiums for existing payroll deduction health insurance companies as long as allowable by law.
3. An insurance committee consisting of two School Board members or designees, four (4) Association members (two (2) MCEA and two (2) MCEEA) selected by each Association President respectively, and the Superintendent or his/her designee, as an ex-officio member, shall be given, within ten (10) days of receipt, all reports including but not limited to, any and all renewal packets, marketing and claims reports, RFP's results as prepared by the agent or consultant, spreadsheets, electronic communication, etc., and review coverage, deductibles and premiums two (2) times per year, and make recommendations for any changes to the School Board and the Executive Committee of the Association(s).

D. Mileage

Employees who are required to use their own vehicles in the performance of assigned duties shall be reimbursed for all such travel at the IRS rate that is in effect on July 1 each year.

E. Time Clocks and Time Sheets

The parties agree that the Board shall, if it chooses, have the right to institute the use of time clocks or other technologically available time keeping instruments for the purpose of recording employee work time. Until time clocks are implemented, employees are required to accurately record times on time sheets. This provision does not waive the Association's right to bargain the impact of the BOE's decision to use time clocks or other instruments at the time the decision is made.

F. Pay Periods

Each nine (9) month employee, excluding bus drivers, shall be paid on the basis of twenty-six substantially equal installments. Payments shall be made every other Friday.

G. Job Related Classes

If an Employee is required by the Employer to attend a job-related class or course, the Employer shall pay for tuition, course fees, books, and/or other vouchered and pre-approved expenses.

H. 403(b) Program

The District provides a 403(b) service to the employees. A third party administrator manages the program for the District. Employees desiring to participate in the 403(b) program must submit the name and contact information to the bookkeeper who will then contact third party administrator to set up an automatic pre-tax payroll deduction arrangement. There are certain restrictions on the types of investments allowable. Eligibility and benefits shall be stated in the plan documents.

I. Overnight Pay

The following procedures will be used for Bus Drivers assigned to an event requiring an overnight stay:

1. The Bus Driver's motel cost will be paid by the District.
2. Meals will be reimbursed at no more than: \$10.00 for breakfast, \$10.00 for lunch, and \$15.00 for dinner. No alcohol.
3. The extra trip pay rate will begin with the pre-trip inspection of the bus.

4. The extra trip pay rate will end when the bus driver delivers students to the hotel.
5. Bus Drivers will not be paid for time spent after the last activity of the day to the first activity the next day. In other words, the bus driver will not be paid for the non-driving overnight hours.
6. Each Bus Driver will be paid a sixty (\$60) dollar stipend for each night spent away from home on the extra duty assignment.
7. Bus Drivers will be offered the use of the District credit card to pay for meals and hotel costs.

J. Retro Pay

Retroactive pay for the 2019-2020 school year (beginning July 1, 2019) shall be paid in a lump sum as agreed upon, and taking into account changes to health insurance premium benefits, no more than thirty days after ratification of the contract by both parties.

K. Anniversary Bonus

In recognition of years of service, employees shall receive the following one-time bonuses on their next anniversary date. Employees will not be entitled to prior anniversary bonuses.

05 Years -	\$250
10 Years -	\$500
15 Years -	\$750
20 Years -	\$1000
25 Years -	\$1500

This clause shall expire at the end of this agreement on June 30, 2023.

ARTICLE XIV

RETIREMENT

A. Retirement Insurance

An Employee who retires from the District in good standing shall be permitted to remain in the District's hospital-surgical-major medical program with the same coverage the Employee had on the first day of the last work year before the Employee retired at the sole cost and expense of the employee. If the District's hospital-surgical-major medical group plan provides for a reduction in benefits and premiums for insureds who become eligible for Medicare, such provisions shall apply to persons electing continued coverage under this provision.

B. Retirement Bonus

Employees shall be entitled to receive a retirement bonus in each of the final four (4) years of service provided the employee has completed fifteen (15) years of service as an employee of the District, is at least sixty (60) years old, or will have 35 years of IMRF service at the time of retirement. If these criteria are met, the employee will be receive a raise of five (5) percent each year in the final four (4) years of service. Any 9-month qualifying employee who elects to receive the retirement bonus may not receive equalized paychecks during his/her last four (4) years of employment. Instead, these employees shall be paid on the regularly scheduled MCEA paydays for the amount of work completed during that pay period.

ARTICLE XV

GENERAL PROVISIONS

A. Complete Understanding

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 the written, mutual consent of the parties.

B. Distribution of Agreement

Within thirty (30) days after the Agreement is signed, the Board shall have prepared, at its expense, sufficient copies of the Agreement for distribution of a copy to each current Employee or Employee hereinafter employed during the term of this Agreement. Such copies shall be delivered to the Association for distribution. The Board shall have prepared at its expense each altered page due to midterm negotiations or error. New Employees will receive a complete copy. Such pages shall be delivered to the Association for distribution.

C. Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a body 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, section, and clauses shall remain in full force and effect.

ARTICLE XVI

NO STRIKE PROVISION

Neither the Association nor any Employee acting individually or in a group shall directly or indirectly engage in any strike, work slowdown or other job action that in any way interrupts or interferes with the delivery of education services during the life of this Agreement. The Board shall not lock out any Employee during the life of this Agreement.

ARTICLE XVII

DURATION

This agreement shall be effective from 12:00 a.m. from the date of the signing of this agreement and shall continue in effect through 11:59 of June 30, 2023 except as otherwise modified in the Agreement.

ASSOCIATION

BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

Date: _____

Appendix A
Mercer County School District #404
Request for Bereavement Leave

updated 2020

Per Mercer County Education Association and Mercer County Employees Education Association

Employee Name _____
Today's Date _____
Date(s) of Leave _____

Each employee shall be granted up to the number of days listed below with pay per occurrence to be used in the event of the death of the employee's specified relation.

(Circle the relationship of the deceased person to you.)

	*MCEA/ MCEEA
Up to 1 day	co-worker grandfather in-law grandmother in-law
Up to 2 days	aunt uncle niece nephew first cousin
Up to 3 days	brother sister legal guardian children-in-law grandchild grandfather grandmother father-in-law mother-in-law brother-in-law sister-in-law foster child
Up to 5 days	spouse child stepchild father mother

Unless specified, bereavement leave does not apply to in-law relatives. Bereavement leave shall not accumulate and is not transferable. Bereavement day(s) taken pursuant to this clause shall not be deducted from sick leave. Where applicable, the correlating step relation is included.

** The same days apply for Non-Union Employees.*

(TEACHERS ONLY - PER MCEA CONTRACT): In the event of a student death, the staff will follow the bereavement crisis plan as stated in the teacher handbook. A committee of teachers and administrators shall be formed in each building to create a plan that is mutually agreeable. Both the Board and Association Executive Committee must approve the committee recommendation prior to implementation.

Signature of Principal

Date

Signature of Superintendent

Date