

AGREEMENT

between the

**BOARD OF EDUCATION,
EDWARDSVILLE COMMUNITY UNIT SCHOOL DISTRICT #7,
EDWARDSVILLE, ILLINOIS**

and the

EDWARDSVILLE SCHOOL SERVICE PERSONNEL ASSOCIATION,

an affiliate of the

ILLINOIS EDUCATION ASSOCIATION/NEA

and the

NATIONAL EDUCATION ASSOCIATION

2017-2018

2018-2019

TABLE OF CONTENTS

ARTICLE I <u>RECOGNITION</u>	1
A. RECOGNITION OF ASSOCIATION	1
B. EXCLUSIVE STATUS	1
ARTICLE II <u>NEGOTIATIONS PROCEDURE</u>	2
ARTICLE III <u>GRIEVANCE PROCEDURE</u>	3-6
A. DEFINITIONS	3
B. LIMITATIONS	3
C. INFORMAL PROCEDURE	3
D. FORMAL PROCEDURE	3
E. VARIATIONS	5
ARTICLE IV <u>EMPLOYEE AND ASSOCIATION RIGHTS</u>	7-12
A. PROBATION	7
B. EMPLOYEE DISCIPLINE	7
C. RIGHT OF REPRESENTATION	9
D. PERSONNEL FILE	9
E. STATUTORY RIGHTS	10
F. FAIR SHARE & PAYROLL DEDUCTION	10
G. HOLD HARMLESS	10
H. MEETINGS, NOTICES AND GENERAL INFORMATION	11
I. NOTICE OF BOARD MEETINGS	11
J. ASSOCIATION LEAVE	11
K. EXCLUSIVE RIGHTS	12
L. TELEPHONE ACCESS	12
M. DISTRICT FINANCIAL DOCUMENTS	12
N. ASSOCIATION REPRESENTATIVES	12
O. CONTACTS WITH STUDENTS	12
P. DISTRIBUTION OF AGREEMENT	12
ARTICLE V <u>CONDITIONS OF EMPLOYMENT</u>	13-24
A. GENERAL CONDITIONS OF EMPLOYMENT - ALL EMPLOYEES	13
1. JOB SECURITY	13
2. SAFETY CONDITIONS	13
3. EMERGENCY SHUTDOWN	14
4. RESIGNATION	14
5. SENIORITY - ALL EMPLOYEES	14

6.	REDUCTION IN FORCE.....	16
7.	CHANGE OF CLASSIFICATION OR POSITION.....	17
8.	EMPLOYEE WORK DAY AND WORK WEEK.....	17
9.	DUTY FREE LUNCH PERIOD.....	18
10.	BREAKS.....	18
11.	NOTICE OF ASSIGNED WORK HOURS.....	18
12.	EVIDENCE OF PHYSICAL FITNESS.....	19
13.	DISTRICT DIRECTORY.....	19
14.	IN-SERVICE.....	19
15.	EXTRA WORK.....	19
16.	RECORDING OF ADDITIONAL WORK.....	19
17.	GENERAL CONDITIONS OF EMPLOYMENT-ALL EMPLOYEES.....	20
B.	CONDITIONS OF EMPLOYMENT - CUSTODIANS AND MAINTENANCE.....	20
1.	JOB ASSIGNMENTS.....	20
2.	WORK LOAD.....	20
3.	SPECIAL EVENTS.....	20
4.	SHIFT CHANGES.....	20
5.	CRAFT AGREEMENT.....	21
C.	CONDITIONS OF EMPLOYMENT - MONITORS.....	21
1.	WEATHER CONDITIONS.....	21
2.	MONITORS.....	21
3.	FIRST AID TRAINING.....	22
4.	NOTIFICATION OF STUDENTS WITH SPECIAL NEEDS.....	22
D.	CONDITIONS OF EMPLOYMENT-EDUCATIONAL ASSISTANTS.....	22
1.	EDUCATIONAL ASSISTANTS AS SUBSTITUTE TEACHERS.....	22
2.	EVALUATION OF EDUCATIONAL ASSISTANTS.....	22
3.	IN-SERVICE.....	23
4.	SENIORITY AND SALARY PLACEMENT.....	23
5.	ELEMENTARY AND SECONDARY EDUCATION ACT.....	23
E.	CONDITIONS OF EMPLOYMENT-CAFETERIA WORKERS.....	24
1.	PAY FOR EXTRA CAFETERIA WORK.....	24
	ARTICLE VI <u>EMPLOYEE EVALUATION</u>	25
A.	NOTIFICATION OF EVALUATION PROCEDURE.....	25
B.	MULTIPLE ASSIGNED EMPLOYEES.....	25
C.	EVALUATION.....	25
	ARTICLE VII <u>ASSIGNMENTS/VACANCIES/PROMOTIONS/TRANS</u>	26
A.	NOTIFICATION OF PERMANENT ASSIGNMENT CHANGE.....	26
B.	VACANCIES.....	26

ARTICLE VIII - <u>LEAVES</u>	27-30
A. SICK LEAVE	27
B. PAY FOR UNUSED SICK DAYS	28
C. COMPENSABLE INJURY OR ILLNESS	28
D. PERSONAL LEAVE	29
E. LEAVE FOR JURY DUTY	29
F. LEAVE FOR GUARD OR RESERVE DUTY	29
G. ACCUMULATED SICK LEAVE	30
ARTICLE IX - <u>VACATIONS AND HOLIDAYS</u>	31-32
A. VACATION	31
B. HOLIDAYS	32
ARTICLE X - <u>COMPENSATION AND BENEFITS</u>	33-35
A. SALARY	33
B. OVERTIME	33
C. CALL-OUT PAY	33
D. PAY DAY	33
E. INSURANCE	34
F. DEATH GRATUITY PAY	34
ARTICLE XI - <u>EFFECT OF AGREEMENT</u>	36
A. INDIVIDUAL CONTRACTS	36
B. SAVINGS CLAUSE	36
C. EMPLOYEE MANAGEMENT COMMITTEE	36
ARTICLE XII - <u>DURATION OF AGREEMENT</u>	37
A. STRIKES	37
B. TERM OF AGREEMENT	37
APPENDIX A SALARY SCHEDULE PLACEMENT	38
APPENDIX B BENEFITS	40
APPENDIX C SALARY SCHEDULES FOR 2017-18	41
APPENDIX D SALARY SCHEDULES FOR 2018-19	43
APPENDIX E STUDY HALL MONITORS AGREEMENT	45
APPENDIX F FOOD SERVICE/CAFETERIA WAGES & CALENDARS	46
APPENDIX G ASSISTANTS SENIORITY AGREEMENT	48
APPENDIX H CRAFT AGREEMENT	51

ARTICLE I

RECOGNITION

A. RECOGNITION OF ASSOCIATION

The Board of Education of Edwardsville Community Unit District #7, Madison County, Edwardsville, Illinois, hereinafter referred to as the “Board,” recognizes the Edwardsville School Service Personnel Association-IEA-NEA, hereinafter referred to as the “Association” as the sole and exclusive negotiating agent for all full and part-time school service personnel, hereinafter referred to as employees. Those positions excluded from the bargaining unit shall be: Director of Building and Grounds; Maintenance Foreman; Grounds Foreman and any other supervisory, managerial or confidential employee(s) as defined by the IELRA. School service shall include:

1. EDUCATIONAL ASSISTANTS
2. MONITORS
3. CAFETERIA
 - a. Cafeteria Workers
 - b. Head Cooks
4. CUSTODIAL
 - a. Custodians
 - b. Head Custodians
 - c. UTILITY/DELIVERY/WAREHOUSE/EMPLOYEES**
5. MAINTENANCE WORKERS
6. GROUNDWORKERS
7. STUDY HALL SUPERVISORS
8. SCHOOL SAFETY OFFICERS

** Understanding that such addition is a name change only and shall not affect seniority or bumping rights nor shall the addition affect the Board’s authority to assign work, including but not limited to custodial work, to employees classified in the subcategory of “Utility/Delivery/Warehouse Employees.”

B. EXCLUSIVE STATUS

The Board agrees not to negotiate or to consult with any other employees’ organization, individual employee, or group of employees as defined in A above, with regard to negotiable items, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement.

ARTICLE II

NEGOTIATION PROCEDURES

The parties agree to negotiate in good faith in accordance with the terms and procedures of the Illinois Educational Labor Relations Act and its Rules and Regulations.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. Any employee(s) or the Association may be a grievant.
2. A grievance shall be interpreted as any claim by the Association or an employee(s) covered by this Agreement between the Association and the Board that there has been a violation, misinterpretation, or misapplication of the terms of the Agreement.
3. All time limits shall consist of work days.

B. LIMITATIONS:

1. Upon selection of grievance representatives by the Association, the Board shall recognize an Association grievance committee. At least one member of the grievance committee shall be present if requested by the grievant to attend any meeting, hearing, appeal, or other proceeding(s) relating to a grievance which has been formally presented.
2. Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without the intervention of the Association, provided that the adjustment is consistent with the terms of this Agreement.

C. INFORMAL PROCEDURE

The parties hereto acknowledge that it is most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communication. When requested by the employee, a representative of the Association may accompany the employee to observe or consult, but not to speak for the employee.

D. FORMAL PROCEDURE

If, however, such an informal process fails to satisfy the grievant, as outlined in Paragraph C, a grievance shall be processed as follows:

1. The Association or the employee shall present the grievance in writing to the immediately involved supervisor within thirty (30) work days of the date the Association or employee became aware of or should have become aware of the act or occurrence giving rise to the grievance.

The written grievance shall state the nature of the grievance, note the specific clause or clauses of the agreement or policies allegedly violated and state the remedy requested. The immediately

ARTICLE III

involved supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant, a member of the Grievance Committee when requested by the grievant, and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the grievant and the Association and the superintendent within ten (10) days after the meeting. The answer shall include the reasons for the decision.

2. If the grievance is not resolved at Step 1, the grievant or the Association shall refer the grievance to the superintendent within ten (10) days after receipt of the Step 1 answer. The superintendent or designee shall arrange for a meeting with the grievant and a member of the grievance committee, when requested by the grievant, within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent or designee must reply within ten (10) days to the grievant and the Association.
3. If the grievance is not resolved at Step 2, the grievant or the Association shall refer the grievance to the School Board president within fifteen (15) days, who will either refer the grievance to the School Board or a School Board appointed grievance committee for consideration. A meeting will be arranged between the Board or Board appointed committee and the grievant and a representative of the Association's Grievance Committee within twenty (20) days. The Board and the grievant shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop the pertinent facts to the grievance. Once the grievance has been heard by the Board or Board appointed committee, it will be taken under advisement and a written response will be provided to the grievant and the grievance committee representative within twenty (20) days, giving the reason(s) for the decision.
4. If the grievant or the Association is not satisfied with the disposition of the grievance at Step 3, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date of Step 3 reply, then the grievance shall be deemed withdrawn.
5. The failure of an employee(s) or the Association to act within the time limits set forth herein shall act as a bar to any further appeal. The failure of an administrator to render a decision or to meet within the time limits set forth shall permit the employee(s) or the Association to proceed to the next step. Time limits can only be extended by written, mutual consent.

ARTICLE III

E. VARIATIONS

1. By agreement of the grievant and the superintendent or the grievance committee and the superintendent, Step 1 and/or Step 2 and/or Step 3 of the grievance procedure may be bypassed and the grievance brought directly to the next step.
2. The Board acknowledges the right of the Association's grievance representative to participate at the request of the grievant in the processing of a grievance at any level, and no employee shall be required or coerced against his/her will to discuss any grievance if the grievance representative is not present.
3. When a grievant is not a member of the Association, the Association, at the request of the grievant, has the right to have its representative present to state its views at all stages of the grievance procedure.
4. Any final disposition of grievance, alleged by the Association to be in conflict with this Agreement, shall be grievable by the Edwardsville School Service Personnel Association.
5. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
6. Should the investigation or processing of any grievance by the arbitrator require that an employee or a grievance committee representative be released from his regular assignment, he/she shall be released when permission is granted by the superintendent without loss of pay or benefits.
7. Neither the Board nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
8. The arbitrator shall have no power to alter the terms of this Agreement.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, and shall not be disclosed to anyone except when the welfare of the school requires it and then in a professional and ethical manner. No documents, communications, or records from the separate grievance personnel file will be used by any administrator, superintendent, Board of Education member, or the Board of Education, for hiring, firing, or harassment of any employee involved in a grievance procedure.

ARTICLE III

10. It is agreed that any investigation or other handling or processing of any grievance by the grievant or organization representatives shall be conducted so as to result in nointerference with or interruption whatsoever of the work program, except as otherwise provided in Paragraph 6 of this section.
11. A grievance may be withdrawn at any level without establishing a precedent.
12. The District agrees to provide or make available all information and materials pertinent to a grievance, and specifically requested by the Association, within thirty (30) working days, except in emergency situations, in which case the District shall notify the Association in writing of the emergency situation and the need for additional time.
13. If either party requests the postponement of an arbitration hearing, that party shall notify the American Arbitration Association and the other party of the postponement, and pay the arbitrator's postponement fee, if any.

ARTICLE IV

EMPLOYEE AND ASSOCIATION RIGHTS

A. **PROBATION**

A newly hired employee shall be considered to be on probation for 145* work days of active employment in a specific category after the date of Board action. In the event that an acceptable criminal record check (as required by the Illinois School Code for new employees and applicants for employment) has not been received by the District by the end of the new employee's 145 work day probationary period, such probationary period may be extended until such time as the District receives an acceptable criminal record check on such employee. Once the acceptable criminal record check is received by the District on such employee, the employee shall be deemed to have completed the 145 work day probationary period effective with the end of the 145 work day probationary period. If a probationary employee changes categories before the completion of the probationary period, then a new probationary period begins with the date of employment in the new category.

The District may at its sole discretion terminate a probationary employee. This termination shall not be a grievable item. Upon satisfactory completion of a probationary period, an employee shall be deemed a permanent employee.

B. **EMPLOYEE DISCIPLINE**

Discipline shall be defined as a suspension without pay, or discharge. No non-probationary employee may be disciplined without just cause. Prior to administering discipline, the District shall obtain the employee's response to the misconduct charges. The degree of disciplinary action will be determined by the Superintendent or his designee, depending upon the circumstances of each case.

In the event the District decides to issue a written warning or reprimand to an employee, the employee shall have the right to submit a rebuttal to the written warning or reprimand and have it attached to the written warning or reprimand and included in the employee's personnel file.

ARTICLE IV

The following is a non-exhaustive list of misconduct that the parties agree in advance shall constitute just cause for suspension without pay or discharge for a first offense of any of the following. This list shall include but not be limited to:

1. Unauthorized absence from work
2. Any absence from work which would constitute a dock day, unless the absence is authorized under state/federal law, i.e., FMLA, or approved by the Superintendent in advance
3. Violation of the District's policy prohibiting sexual harassment
4. Theft and/or misappropriation of funds
5. Unauthorized removal of District property from a District building
6. Insubordination (i.e., failure or refusal to comply with an order or directive from a person with supervisory authority)
7. Violation of the District's Drug and Alcohol Free Workplace policy
8. Gross negligence or willful damage to District property
9. Assault upon supervisors, other employees, or students
10. Falsification of records (including time sheets or tampering with time clocks)
11. In addition to the above list of offenses that provides just cause for suspension without pay or discharge for a first time offense, the following shall apply to *work rule violations* not identified above and performance deficiencies:
 - Any employee who violates a work rule and/or whose performance is deficient in any area of assigned duties within twenty-four (24) months after the date the employee received his/her first written warning or reprimand, the District shall have just cause to suspend or dismiss the employee.
 - Should the employee not receive a second written notice of work rule violation and/or any performance deficiency within twenty-four (24) months after receiving a first written warning or reprimand, the first written warning or reprimand shall be removed from the employee's personnel file. The employee shall be responsible for requesting, in writing, that the District's Personnel Office remove letters of warning/reprimand from the employee's personnel file that are more than twenty-four (24) months old.
 - Any employee's failure or refusal to comply with an order or directive from a person with supervisory authority shall be considered insubordinate (not a performance deficiency) and just cause for the employee's immediate dismissal.

ARTICLE IV

Prior to the dismissal of an employee, the Board or its designee shall conduct a pre-termination hearing. At least five (5) workdays' notice shall be given to the employee prior to the hearing. If requested by the employee, an Association representative shall be present at the hearing. Only the Board may discharge the employee.

All suspensions by the administration are subject to review by the Board.

The District will implement a three (3) step Progressive Discipline Process, except for gross misconduct, after verbal warning(s) without sufficient correction:

- Verbal Warning
- Written Warning (the written warning will be written into the employee's evaluation, but the evaluation shall not count towards suspension without pay or dismissal)
- Suspension without pay or Dismissal

C. RIGHT OF REPRESENTATION

An employee shall have the right to have Association representation at an investigative interview that the employee reasonably fears may result in his/her discipline. The employee shall also have the right to Association representation at any follow-up meetings related to the investigation. The supervisor, administrator, or Board shall notify the Association President and employee at least one(1)workday in advance of any and all investigative meetings to be held, giving reasons for the appearance, except in cases that they feel are emergencies.

D. PERSONNEL FILE

An official personnel file for each employee shall be maintained at the Central Administration Office. Each employee shall have the right, upon written request two (2) working days in advance, to review the contents of his/her personnel file, and to place therein written reactions to any of its contents. Materials related to discipline, continuation of employment, or any material derogatory to an employee's conduct, service, character, or personality may not be placed in the personnel file unless the employee has been given a copy of such material, and given an opportunity to attach a written response.

ARTICLE IV

E. STATUTORY RIGHTS

Whenever any minimum rights or minimum benefits accorded employees under law exceeds the benefits accorded employees in this Agreement, then such rights and benefits shall be given the employees.

F. FAIR SHARE AND PAYROLL DEDUCTION

1. Upon the written request of an employee on an authorization form, the Board shall deduct from the salary of that employee the amount of Association dues, payments or contributions they so direct to be withheld and forward same to the Association. Such authorization shall remain in effect unless revoked by the employee between July 15 and September 15 of any year.
2. 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 proportionate to the amount of dues uniformly required of a member of the Association, including local, state, and national dues.
 - a) 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.
 - b) Such fee shall be paid to the Association by the board no later than ten (10) days following deduction.
 - c) The obligation to pay a fair share fee will not apply to any employee who on the basis of a bona-fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with strength of traditional religious views, 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 in behalf of the employee to a mutual agreeable non-religious charitable organization as per Association policy and Rules and Regulations of the Illinois Educational Labor Relations Board.

G. HOLD HARMLESS

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:

1. 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,

ARTICLE IV

2. 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 all appellate levels.
3. 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 non-negligent compliance with this Article.

It is expressly understood that this save 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.

4. The Board also agrees, upon written authorization from an employee, to provide payroll deductions for insurance premiums, school sponsored charitable contributions, United States savings bonds, tax sheltered annuities (open in September each year), and payments to the credit union.

H. MEETINGS, NOTICES AND GENERAL INFORMATION

The Association shall have the right to use the following:

1. School buildings for meetings of the Association upon the approval of the building principal;
2. Employee mailboxes, inter-school mail, and school bulletin boards for the purpose of internal communications;
3. Office equipment upon the approval of the building principal and providing the Association reimburse the District for the cost of any paper used.

I. NOTICE OF BOARD MEETINGS

The president of the Association or his/her designee will be given written notice the same day as the Board members and Administrators of all regular and special meetings of the Board, together with a copy of the agenda and minutes of the preceding meeting.

J. ASSOCIATION LEAVE

The Association will be allowed twenty-one (21) days absence from work assignments without loss of pay for Association business. These days will be taken at the discretion of the Association president. Staff members must notify the building principal, or designee, not less than two weeks prior to the taking of the leave. If an alternate must be used for a person who has given two-week notice, the two-week clause will be waived for the alternate. The Association will pay the District the cost of the substitute pay within thirty (30) days.

ARTICLE IV

K. EXCLUSIVE RIGHTS

The rights granted herein to the Association shall not be granted or extended to any competing employee organization for the duration of this Agreement.

L. TELEPHONE ACCESS

Employees shall have access to a telephone for returning emergency calls or for use during duty-free times.

M. DISTRICT FINANCIAL DOCUMENTS

The Board agrees to provide, upon request, to the President of the Association a copy of the District's official budget and budget amendments, and annual financial report.

N. ASSOCIATION REPRESENTATIVES

Representatives of the Association shall be permitted to transact official Association business on school property, provided that such business shall be conducted during the employee's duty free time, and provided that such representatives shall give prior notification to the building principal. This shall apply to local Association representatives and officers as well as officials from state and national associations.

O. CONTACTS WITH STUDENTS

During working hours or at a school function the employee shall not abuse his/her contacts with students for any kind of personal profit or gain or to promote his/her own personal views or activities of a partisan political nature nor of the Association.

P. DISTRIBUTION OF AGREEMENT

Once the negotiations agreement has been finalized and accepted by both parties, copies shall be prepared for distribution. One representative from the Board and one representative from the Association shall be responsible for printing and distribution. The Board of Education will pay for one hundred (100) copies for administrative use and the Association will pay for the number of copies they want.

ARTICLE V

CONDITIONS OF EMPLOYMENT

A. **GENERAL CONDITIONS OF EMPLOYMENT - ALL EMPLOYEES**

The following general conditions of employment shall apply to all employees in the bargaining unit, regardless of classification.

1. **JOB SECURITY**

The duties of any permanent employee in the bargaining unit may, for program or economic reasons, be assigned or transferred to other district employees outside the bargaining unit at any time during the term of this Agreement.

The Board of Education will comply with the Illinois School Code if it decides to contract out non-instructional services with a third party vendor. However, the parties agree that this provision shall not preclude the Board from soliciting bids from outside agencies for work or services (i.e. maintenance) on completely new structures or facilities or for work or services that members of the bargaining unit are not equipped, trained, or have the time to perform.

2. **SAFETY CONDITIONS**

- a. The Board and Association agree that safety is a dual responsibility of both parties. Employees shall not be required to work under unsafe or hazardous conditions. If an employee is directed to perform a task that he/she feels is hazardous, he/she should report same to either the building principal or the Personnel Administrator if not in a school building. The building principal or Personnel Administrator shall respond to the employee's concern in writing within five work days, if so requested by the employee.
- b. Guidelines for safety, safety equipment, and the proper use thereof shall be established by the District, after receiving input from the joint management/employee committee. The District will inform all employees about these guidelines through written communications, or through in-service sessions.
- c. Employees who knowingly fail to comply with written District or building safety directives, or who knowingly fail to wear appropriate safety equipment when it is provided by the District and is available, shall be subject to disciplinary measures in accordance with Article IV, Section B of this Agreement.
- d. Employees may not leave their work site and shall immediately report all accidents and injuries occurring at work to his/her immediate supervisor and the employees shall immediately call the On Call Nurse. In the event that immediate treatment is necessary, the employee shall call 911. Failure to report accidents and injuries in accordance with District

ARTICLE V

procedures may result in ineligibility for benefits (insurance and/or Workers' Compensation) and subject the employee to immediate dismissal for insubordination.

- e. Any incident which jeopardizes the personal safety of any staff member or student must be reported immediately to the principal, supervisor or a Hadley House administrator. Such incidents may include, but are not limited to, verbal threats, sexual harassment, theft, assault, battery, stalking, presence of weapons in the school, hate crimes, criminal trespass, vandalism and presence of drugs or alcohol in the school. Failure to report such incidents may result in disciplinary action in accordance with Article IV, Section B of this Agreement.

3. EMERGENCY SHUTDOWN

Twelve month employees are expected to report to work in the event of any emergency shutdown. If such employee is unable to report for work due to emergency, crisis, weather, or acts of God, she/he shall not be disciplined but shall have the option of substituting vacation or personal leave days so as not to lose pay, time, or benefits.

Partial year employees (9 and 10 month employees) who are not expected to report for work on student non-attendance days or as indicated on their work classification's calendar shall not lose pay or benefits when buildings are shut down for emergency, crisis, weather, or acts of God provided that the school calendar is amended to restore those days. Those employees who are expected to work when buildings are shut down for emergency, crisis, weather, or acts of God shall make every reasonable effort to report to work. Each building administrator shall establish procedures for notifying employees of emergency shutdown.

4. RESIGNATION

An employee who is resigning from his/her position shall give two weeks advance notice. Part or all of the two weeks notice may be waived by mutual consent between the employee and Personnel Administrator. Earned vacation shall be paid according to the proportion of full months worked to the employee's total work year.

5. SENIORITY - ALL EMPLOYEES

a. DEFINITION

Unless otherwise specified in a particular provision of this agreement, seniority shall be defined as the length of the continuous service within the respective category based on the employee's initial date of employment. In the event of a tie in seniority, one District Administrator and one Association Representative shall draw lots to determine the employee's order of seniority. The first name drawn will have the most seniority and so on. The new seniority list will reflect the order of seniority for the affected employees. Seniority

ARTICLE V

will accrue during an unpaid leave of absence; however, this applies only to seniority experience and not to salary or benefits.

Seniority is lost by resignation, dismissal pursuant to Article IV B and VI.D.3 of this Agreement, or retirement. All accrued benefits are transferable from one job classification to another classification, excluding salary. Salary placement in a new category will include credit for previous years experience only if in a like category. Like categories are limited to the following:

- Custodian, Head Custodian, Maintenance, Grounds Workers, Utility/Delivery/Warehouse
- Cafeteria Worker, Head Cook
- Monitors, Assistants, Study Hall Supervisors
- School Safety Officers (SSO)

b. TEMPORARY JOBS

A person transferring from a permanent job to a temporary job shall have the right, upon completion of the temporary job, to return to either the specific previous permanent job or a like job in the District, if the previous job has been eliminated. A person transferring from a permanent job to a temporary job shall continue to accrue seniority with the District just as if he/she remained in the permanent job. Temporary jobs are those jobs which are established to perform work which is in addition to the regular ongoing work of the District; which is not expected to last more than one year; or which is considered for a definite project (Example: life safety work); or six months for seasonal work (Example: grass mowing).

A person hired from outside the bargaining unit for a temporary position, as defined above, shall not accrue seniority or permanent status, or benefits during that year. If the temporary position continues beyond one year, except in cases of long-term medical leaves, the person shall be deemed a permanent employee, and shall accrue seniority and benefits as of the first day of the second year.

ARTICLE V

c. AMOUNT OF SENIORITY

The District shall provide one copy of the seniority list(s) to the President of the Associations no later than February 1 of each contract year. The seniority list(s) shall be developed based on the following categories:

1. Educational Assistants
2. Cafeteria
 - a. Head Cook
 - b. Cafeteria employee
3. Custodial
 - a. Head Custodian
 - b. Custodian
4. Maintenance
5. Monitors
6. Study Hall Supervisors
7. Grounds Workers
8. School Safety Officers (SSO)

6. REDUCTION IN FORCE

When a reduction in employees is deemed necessary by the Board of Education, the Board will strive to make such reductions by attrition if possible. Otherwise, seniority by job category and qualifications will be used for any and all reductions, with the following order to be used:

- a. All part-time probationary employees in the category
- b. All full-time probationary employees in the category
- c. All part-time permanent employees in the category
- d. All full-time permanent employees

Any permanent employee whose position is eliminated pursuant to this Section shall be permitted to bump an employee with the least District seniority in another category as listed in A.5 Section c of this Article if the affected employee has had previous District experience in another category and meets any specified requirements for filling the position.

All reductions in force and recalls shall be done in accordance to the provisions of this Agreement and Section 122-10-23.5 of the Illinois School Code.

ARTICLE V

It is understood that the District will continue to follow the past practice of releasing classroom assistants each year pending student needs and enrollment.

7. **CHANGE OF CLASSIFICATION OR POSITION**

a. **TEMPORARY CHANGE**

When a person is assigned temporarily to perform work in a higher paid classification or position, he/she will receive the higher rate of pay for the new assignment for all the days so worked beginning with the first full day. If an employee is assigned to perform work in a lower paid classification or position, the employee shall suffer no reduction in pay or benefits because of such assignment at any time.

b. **PERMANENT CHANGE WITHIN PROMOTIONAL LINE**

Employees who are permanently transferring from one position to another within the same promotional line shall carry all previous salary and experience credit onto the salary schedule for their new position. Promotional lines are: Custodial to head custodian and cook to head cook.

c. **PERMANENT CHANGE TO DIFFERENT CLASSIFICATION**

Employees who are permanently transferring to a different classification (i.e., custodian to maintenance, educational assistant to cafeteria, etc.) shall be placed on the salary schedule of the new classification so as to receive salary schedule credit for work-related experience as determined by the Board of Education.

8. **EMPLOYEE WORK DAY AND WORK WEEK**

The normal work week shall be five (5) contiguous days per week, except grounds personnel performing mowing duties can be assigned a minimum of five (5) non-contiguous days per week. The normal work day for full time employees shall be as follows:

Assistants, Monitors, SH Supervisors	7.5 hours
Cafeteria Workers	7.5 hours
Custodians, Maintenance, Grounds Workers	8.0 hours

ARTICLE V

All employees who work 37 ½ or more hours per week shall be entitled to insurance and other benefits.

Employees assigned a regular work shift or temporary mowing assignment that includes a Saturday or Sunday shall receive an hourly stipend for the hours worked on Saturday or Sunday in the amount of \$4.00 per hour. If the employee's work hours exceed 40 hours in a work week and some of these work hours included payment for the \$4 hourly stipend for work on Saturday and/or Sunday, the employee's straight time rate of pay will be averaged to determine the overtime rate of pay. Example: 35 hours X \$10.00 per hour (regular rate of pay) = \$350; 10 hours X \$14.00 per hour (regular rate plus stipend) = \$140. Total of 45 hours worked and total earnings of \$490. Average straight time rate of pay is $\$490/45 = \10.89 . Overtime will be calculate using the average straight time rate of pay of \$10.89, which means the overtime rate of pay for hours worked in excess of 40 hours = \$16.33. Therefore, under this scenario, the employee will be paid 35 hours at \$10.00 per hour; 5 hours at \$14.00 per hour and 5 hours of overtime at \$16.33 per hour.

9. **DUTY FREE LUNCH PERIOD**

All employees who work in excess of four (4) hours a day or shift shall be entitled to a thirty (30) minute duty free lunch period (without pay) which shall be in addition to the above stated work day. If approved by the immediate supervisor, an hour can be approved (without pay) for a lunch period.

10. **BREAKS**

Each full time employee will be entitled to twenty-five (25) minutes break time per shift and each part-time employee will be entitled to fifteen (15) minutes for six hours or more worked, as assigned by his or her supervisor.

11. **NOTICE OF ASSIGNED WORK HOURS**

Employees will be notified of their assigned work hours/days/shift and any changes to their work hours/days/shift. If any employee is assigned to work a different shift than what is normally assigned, a seventy-two (72) hour notice must be given, except in emergency situations. Grounds employees can have their workday/shifts changed to perform mowing duties with a thirty-six (36) hour notice, except in emergency situations. The grounds employees will return to their regularly assigned workday/shift the following week, unless notified. All personnel who receive a reduction in force notice will be notified in writing of the procedures to be used for recall/reassignment.

ARTICLE V

12. **EVIDENCE OF PHYSICAL FITNESS**

All new employees at the time of employment shall secure a physical examination from a licensed physician showing evidence of physical fitness and freedom from communicable disease including tuberculosis. The cost of the examination will be paid by the employee. The Board may at any future time require an employee to get an examination and shall pay the cost of the examination from school funds. Physicals must be turned in within thirty (30) days of the date of employment or the employee may be discharged. A receipt will be given to the employee by the supervisor at the time it is turned in. In the event that the original physical examination form is lost or misplaced by the District, the second request must be paid for by the Board.

13. **DISTRICT DIRECTORY**

All personnel who are employed as of the first student attendance day of the fall term of a given year shall be listed in the District Directory for that year.

14. **IN-SERVICE**

When an employee is required to attend an institute, training session, or in-service program, she/he shall be notified in writing by the immediate supervisor. If an employee is required to attend such a program outside of his/her normal working hours, she/he will be paid for the extra time (at time and one-half their normal rate of pay if actual hours worked for that week are over the normal work week for their classification). An employee's use of vacation, personal leave and sick leave shall not be used to calculate overtime pay.

15. **EXTRA WORK**

When opportunities for additional work are available, the supervisor will inform employees and arrange for the work to be covered. If there are no volunteers for the work, then the building administrator will assign the work in a fair and equitable manner.

16. **RECORDING OF ADDITIONAL WORK**

The supervisor will record all extra work performed (including overtime, call-out, or work out of classification) by an employee within five (5) days after the work has been performed and a copy will be forwarded to the personnel director at the end of each month. A copy will also be provided to the employee upon request at the end of the month.

ARTICLE V

17. **GENERAL CONDITIONS OF EMPLOYMENT-ALL EMPLOYEES**

Within the first month of the school year, or within thirty (30) days following the ratification of this agreement, whichever is later, each new employee will be given a copy of their job description containing the duties which are expected or required in order to perform their job. Copies will also be provided to the Association upon request.

B. **CONDITIONS OF EMPLOYMENT – CUSTODIANS, MAINTENANCE, and GROUNDS**

In addition to the aforementioned general conditions, the following conditions shall apply to custodians, maintenance, and grounds employees:

1. **JOB ASSIGNMENTS**

Custodians, maintenance, and grounds employees shall be responsible for all tasks necessary for the maintenance of a safe, clean and attractive environment for students and staff. Custodians, maintenance and grounds employees shall perform the duties identified in their job description(s) and/or any other duties not included in their job descriptions as assigned by a supervisor.

2. **WORK LOAD**

The immediate supervisor will make a reasonable effort to distribute the work load equally among all custodians.

3. **SPECIAL EVENTS**

In case of special events scheduled in an employee's work area for which the employee is required to work, said employee shall make a reasonable effort to complete her/his normally assigned tasks. However, if the employee is unable to complete the normally assigned tasks due to the special events, the employee shall not be disciplined for not completing the normally assigned task.

4. **SHIFT CHANGES**

On days when school is not in session (i.e. institute days, school holidays), or on days immediately preceding institute days or school holidays a reasonable effort will be made to permit all the 3rd shift custodians to work the 2nd shift, and all the 2nd shift custodians to work the 1st shift upon request.

ARTICLE V

5. **CRAFT AGREEMENT**

A limited number of maintenance workers, and grounds workers as determined by the Board, will be provided specialized training in a craft (examples: HVAC, Electrical, Plumbing, Asbestos, Regulated Chemicals, as established at the discretion of the Board etc.). These craft people will attend training as designated by the Board, at the expense of the Board, and upon acceptable completion of the designated training will be eligible to receive the craft stipend. The selection of personnel for the specialized training is at the complete discretion of the Board and is not governed by any other articles or agreements contained in this contract. Any person agreeing to attend the training must sign an agreement committing them to 5 continuous years of service to District 7 and obligating them to pay District 7 for actual amount of the training if they fail to successfully complete those 5 years (actual contract and terms of agreement are attached to this contract as Appendix J). Those employees selected and eligible for the craft stipend shall receive the stipend even if they are not working in their craft area. The stipend will be paid as follows:

- HVAC: Stipend paid on current salary schedule for craft stipends
- ASBESTOS: One Dollar (\$1.00) per hour
- REGULATED CHEMICALS: One Dollar (\$1.00) per hour

**The parties have agreed to a stipend amount for HVAC, Asbestos, and Regulated Chemicals. If the Board establishes or implements a new craft area, the Board and Association will negotiate the stipend for that new craft.

C. **CONDITIONS OF EMPLOYMENT - MONITORS**

In addition to the aforementioned general conditions, the following conditions shall apply to monitors and all other employees designated as necessary non-certificated employees:

1. **WEATHER CONDITIONS**

Employees shall not be required to take students outside when the temperature is below 15 degrees F or when it is raining. Monitors should consult with the building principal or the Administration Office on days when weather conditions are otherwise questionable.

2. **MONITORS**

Monitors will be employed to supervise bus loading, the cafeteria and playground.

ARTICLE V

3. **FIRST AID TRAINING**

Within the first six weeks of the school year, the Board agrees to provide a program of first aid and CPR training for all monitors. Such a training program will be made available at least once each school year, at no cost to the employee. Such training is in no way intended to qualify the employee to administer medical attention beyond the first aid or CPR level.

Monitors shall not be required to perform nursing duties, which may include diagnosing an injury or illness, or administering medication or medical attention. When, in the judgment of the employee, a student is in need of such diagnosis or medical attention, the employee shall immediately refer or accompany the student to the appropriate nursing personnel or administrator who shall then have jurisdiction over such student.

4. **NOTIFICATION OF STUDENTS WITH SPECIALIZED NEEDS**

Within thirty (30) days of the start of the school year, the building principal will verbally share with those employees in supervisory positions concerns about particular students whom he/she feels may need special attention/supervision. The employee agrees to keep such information completely confidential.

D. **CONDITIONS OF EMPLOYMENT -- EDUCATIONAL ASSISTANTS**

In addition to the aforementioned general conditions, the following conditions shall apply to assistants:

1. **EDUCATIONAL ASSISTANTS AS SUBSTITUTE TEACHERS**

Educational assistants may be used as substitute teachers if they have the proper certification and are registered with the Central Office as a substitute. It is at the principal's discretion whether to use the educational assistant as a teacher or call in another substitute teacher.

2. **EVALUATION OF EDUCATIONAL ASSISTANTS**

Educational assistants will be evaluated by the building principal or designee after consultation with the teacher who supervises the educational assistants. The educational assistant will receive a copy of the evaluation.

ARTICLE V

3. **IN-SERVICE**

Educational Assistants shall receive written notification of all District-wide institutes and in-service training sessions, with the exception of the opening day meetings, at the same time and in the same manner as such notification is given to the District's certified employees.

When space is available, the Educational Assistants shall be invited, but not required, to attend such in-service sessions.

Educational Assistants shall also be invited to attend building level in-service sessions whenever possible.

Educational assistants shall be offered the proper in-service training directly related to the kinds of duties they are asked to perform. Educational assistants required to attend any training outside of their contractual days and hours shall be eligible for compensation at their normal hourly rate.

4. **SENIORITY AND SALARY PLACEMENT**

Educational Assistants who are not recalled after the first semester, but who are recalled during their recall period, shall have their seniority calculated as if they had worked the entire school year, and shall be placed at the next step on the salary schedule upon their recall, but only if the parties' negotiated salary agreement includes step movement.

Educational assistants who take a temporary teaching position after the start of the school year shall retain seniority and benefits.

5. **ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA REAUTHORIZATION OF 2001 EDUCATIONAL REQUIREMENTS**

If it is determined that educational assistants employed by the District are subject to the educational requirements of the Elementary and Secondary Education Act (ESEA) Reauthorization of 2001, the District shall reimburse employees up to a maximum of \$80.00 to offset the cost of any training and taking any test approved by the Illinois State Board of Education to satisfy the requirements of the ESEA Reauthorization of 2001. The employee will receive reimbursement only upon submission of satisfactory evidence of having passed such test and submission of a receipt for his/her training.

**ESSPA also agrees to the Board's proposal to delete Article X, Section G from the contract, provided that the Board agrees to include the following provision in the new agreement: "The parties agree that all those employees who were receiving the training stipend for approved workshops and coursework pursuant to Article X, Section G of the 1999-2003 Agreement shall continue to receive the stipend for the duration of their employment with the District.

ARTICLE V

E. CONDITIONS OF EMPLOYMENT—CAFETERIA WORKERS

In addition to the aforementioned general conditions, the following conditions shall apply to cafeteria workers:

1. PAY FOR EXTRA CAFETERIA WORK

Cafeteria employees who work evening and weekend events shall receive one and one-half times their normal rate of pay if the event occurs within the normal school year. Management shall make every effort to insure proper distribution of the work load during these special events.
(REFERENCE APPENDIX F)

ARTICLE VI

EMPLOYEE EVALUATION

A. NOTIFICATION OF EVALUATION PROCEDURE

1. All new employees shall receive information acquainting them with the evaluation procedure and the instrument to be used prior to the employee's first evaluation.

B. MULTIPLE ASSIGNED EMPLOYEES

1. Employees who have multiple building locations or work locations shall be assigned a single supervisor for purpose of evaluation.

C. EVALUATION

1. Each new employee shall be evaluated in writing before the end of the probationary period.
2. Employees will be evaluated in writing a minimum of one time each year.
3. A conference shall be conducted between the employee and his/her evaluator to discuss the evaluation. The employee shall receive a copy of the evaluation, and shall sign it as an indication of having received and read the evaluation. The employee's signature does not mean that the employee necessarily agrees with the contents of the evaluation.
4. If the employee feels his formal evaluation is incomplete or inaccurate he/she may put his/her objections in writing and have them attached to the evaluation report.

ARTICLE VII

ASSIGNMENTS, VACANCIES, PROMOTIONS, TRANSFERS

A. NOTIFICATION OF PERMANENT ASSIGNMENT CHANGE

The Superintendent or his/her designee may, in his/her sole discretion, permanently reassign or promote an employee to a different bargaining unit position or building. The employee will be given written notification within five (5) working days prior to the date the transfer is to become effective.

B VACANCIES

1. A vacancy shall be defined as any opening in a newly created position or any opening in a bargaining unit position which occurs as a result of the employee's resignation, retirement, promotion, reassignment, transfer or termination which the Board decides to fill and is not filled by the reassignment of current bargaining unit personnel. Such application for a vacancy shall be in writing and submitted to the Superintendent or his/her designee within the seven (7) calendar day posting period. The request for the transfer will be considered and if denied the employee will be given reasons for the denial. It is agreed that a "vacancy" shall not include positions filled by reassignment of current personnel and positions that the Board decides it will not fill.
2. Vacancies will be posted in each building for seven (7) calendar days.
3. Any employee may request that a copy of any vacancy notice in which he/she may be interested be mailed to his/her home during his/her time off from work. The request must be made within one week prior to going on a vacation/break and the vacation/break must be longer than one week. Interested employees shall furnish to the District an adequate supply of self-addressed stamped envelopes for the mailing of these notices.
4. Current employees may apply for vacancies and will be considered along with all other applicants, internal and external, for the position.

ARTICLE VIII

LEAVES

A. SICK LEAVE

The Board shall grant regularly employed part-time support personnel that do not meet the IMRF “600-Hour Standard” two (2) sick leave days per school year.

The Board shall grant regularly employed full-time support personnel that meet the IMRF “600-Hour Standard” in accordance with the following formula:

- a. Employees that use 3 or less sick leave days in the previous fiscal year shall receive 12 sick leave days in the next fiscal year.
- b. Employees that use 4 or more sick leave days in the previous fiscal year shall receive 10 sick leave days in the next fiscal year.

If any employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum available leave of 340 days. Employees shall be entitled to use sick leave pursuant to the Illinois School Code, 105 ILCS 5/24-6.

The school board and/or its designee may require a physician’s certificate, or if the treatment is by prayer or spiritual means, that of a spiritual practitioner of such person’s faith, as a basis for sick leave pay during leave after an absence of three consecutive or non-consecutive days for personal illness, or as it may deem necessary in other cases.

The employee shall submit the physician’s certificate to the District no later than seven (7) calendar days from the date the certificate is requested. The physician’s certificate must include the employee’s diagnosis, prognosis, treatment regimen, whether or not the illness is permanent or temporary, the expected duration of the absence and anticipated return to work date, physical restrictions/limitations and accommodations if any. An employee’s absence(s) will be considered unauthorized if he/she fails to submit the physician’s certificate in accordance with these procedures.

For regularly employed full-time support personnel that meet the IMRF “600-Hour Standard,” the first day of funeral leave for the immediate family will not be chargeable to sick leave.

BARGAINING NOTE: sick days cannot be used to attend a funeral for someone other than immediate family, as defined in Sick Leave language, per the Board’s notice to return to contract language and eliminate any perceived past practice. Personal Leave is the appropriate mechanism for this type of absence.

ARTICLE VIII

B. PAY FOR UNUSED SICK DAYS

An employee may request and receive pay for unused sick leave under the following circumstances:

1. Employees that receive compensation for unused sick leave days under this provision will have that sick leave day removed from their accumulated sick leave balance.
2. Claims must be filed during the two week period after June 30th (up until July 14) of each year based upon the employee having a balance of at least 60 days in their personal sick leave bank on June 30th (last day of the fiscal year.)
3. Claims will be reimbursed on the next regularly scheduled pay period provided the claim was received by the business office at least 1 week prior to that date.
4. The employee must be employed by Edwardsville School District at the time of the claim and at the time of disbursement.

The following schedule will be used to compute the reimbursement amounts. If an employee does not use any sick leave days he/she will be entitled to claim pay for up to 5 days out of the 10 and/or 12 days, as applicable, he/she was originally awarded at the beginning of the work year. Unclaimed sick leave days will be added to the employee's personal sick leave bank to be used in case of an extended illness and will accumulate toward the 340 day maximum.

0 sick days used	5
1 sick day used	4
2 sick days used	3
3 sick days used	2
4 sick days used	1
5 or more sick days used	0

The amount reimbursed will be determined by multiplying the above number by 60% of the starting hourly rate for the employee's classification X the number of hours per day the employee works.

C. COMPENSABLE INJURY OR ILLNESS

The employee shall not lose seniority or contractually accrued benefits while on worker's compensation.

ARTICLE VIII

D. PERSONAL LEAVE

The school Board shall grant regularly employed support personnel that meet the IMRF “600-Hour Standard” a maximum of two (2) non-cumulative personal leave days per work year. Use of personal leave days shall be subject to the following conditions:

1. Must submit leave request form to the building principal at least two working days in advance.
2. Cannot be taken the workday before or the workday after a designated holiday.
3. Cannot be taken for Association Activities.
4. Must be approved by Superintendent and specify reason for request on the leave request form if employee is unable, due to an emergency, to submit the leave request form two (2) working days in advance.
5. Any unused personal leave days shall accumulate as sick leave.

E. LEAVE FOR JURY DUTY

When an employee is called for jury duty, the employee shall be granted leave with full pay, but the employee shall pay to the District any amount of money received for jury duty. Leave for jury duty shall not be counted against allowance for personal leave or sick leave.

The employee shall present his/her immediate supervisor verification of the date and time of release from jury duty. A day shift employee who is released during the first half of his/her work shift shall be expected to return to work and work the second half of the shift. A second or third shift employee who is released before 12-noon shall be expected to work their normal shift that day or evening, and shall be allowed to keep any compensation received for jury duty.

F. LEAVE FOR GUARD OR RESERVE DUTY

1. The jobs and career opportunities of any employee will not be limited or reduced because of service in the National Guard or Reserve.
2. Any district employee will be granted short-term leaves of absence when required for military training in the Guard or Reserves without sacrifice of vacation time.
3. When required by the Guard or Reserves to report for training duty, any employee may apply for and receive leave with full pay for a period not to exceed 10 days in any school year, provided that the employee shall pay to the school district whatever amount is received for the service, but not to exceed the school district salary for the period of the leave.

ARTICLE VIII

4. When required by the Guard or Reserve to report for short-term emergency or disaster duty, any employee may apply for and receive leave with full pay for the days on duty with the Guard or Reserve provided that the employee shall pay to the school district whatever amount is received for the service, but not to exceed the school district salary for the period of the leave.

G. ACCUMULATED SICK LEAVE

The IMRF 6% RULE:

The parties agree that an eligible employee's receipt of compensation for unused sick leave will be added to the employee's IMRF creditable earnings in the employee's last paycheck, but the payment shall be limited in an amount to ensure the District is not subject to any IMRF 6% penalty.

Any sick leave monies that are not paid to the employee because of the 6% limit, will be considered a retirement severance benefit and will be paid to the employee on the 65th day after the employee's last day of work. This severance payment will not be treated as creditable earnings under IMRF.

RETIREMENT BENEFIT:

To qualify for this retirement benefit the employee must be eligible to retire with IMRF (must be eligible to draw IMRF at the date of resignation).

The employee shall have the option of either receiving compensation for his/her unused sick leave days at the rate of twenty-seven (\$27) dollars per day for the first one-hundred twenty (120) days of unused accumulated sick leave, and thirty-two (\$32) dollars per day for any additional unused accumulated sick leave beyond the first one-hundred twenty days (up to maximum total of 240 days) or applying his/her unused sick leave days for additional service credit with IMRF up to the maximum amount of additional service credit allowable by IMRF.

Upon retirement by a part-time employee who is not eligible for I.M.R.F., and who is age 55 or over, and who has ten years or more experience in the District, shall be paid at the rate of one-half their daily rate of pay at the time of retirement for unused sick leave days (maximum 240 days) but not in excess of ten dollars (\$10) per day.

ARTICLE IX

VACATIONS AND HOLIDAYS

A. VACATION

1. Vacation for those employed on a twelve (12) month basis after July 1, 1995 shall be provided as follows:

- 1 week after 1 year of service
- 2 weeks after 2 years of service
- 3 weeks after 7 years of service
- 4 weeks after 15 years of service

All employees hired before July 1, 1995 shall remain on the vacation schedule which was in effect for the 1994-95 school year.

2. Vacation may accumulate to a maximum of thirty 30 days or it shall be forfeited.
3. With prior approval, vacation may be used on student and non-student attendance days. An employee must submit a written request for vacation to his/her immediate supervisor at least forty-five (45) calendar days in advance of the requested vacation. If no answer is received by the employee within twenty (20) calendar days following the employee's submission of his/her vacation request, the request shall be deemed approved. The Superintendent or his/her designee shall, in his/her sole discretion, approve or disapprove the employee's request for vacation. The administrator's decision to either approve and/or deny an employee's vacation request shall be final and not subject to appeal through the grievance/arbitration procedures.

If an employee submits a request for vacation less than forty-five (45) calendar days before the requested vacation, the administrator's failure to respond to that request shall not result in an automatic or default approval of the vacation request. Rather, the Superintendent or his/her designee shall, in his/her sole discretion, approve or disapprove the employee's request for vacation. The administrator's decision to either approve and/or deny an employee's vacation request shall be final and not subject to appeal through the grievance/arbitration procedures.

4. At the employee's termination of employment, the employee or beneficiary shall receive at the daily rate of pay compensation for all unused vacation days. However, the parties agree that the payment of any earned but unused vacation days shall be limited in an amount to ensure the District is not subject to any IMRF 6% penalty. Any vacation pay that would cause the employee to exceed the 6% limit shall be paid to the employee post-employment as non-IMRF creditable earnings. The post-employment payment, if any, will be paid to the employee on the 65th day after the employee's last day of work.

ARTICLE IX

B. HOLIDAYS

All twelve (12) month employees will be permitted to observe without loss of pay the holidays that are listed in Chapter 105 ILCS, Section 5/24-2 of the Illinois School Code, except for Casimir Pulaski Day which shall be a workday.

In addition, the following days will be considered non-work days with pay for 12 month employees:

- New Year's Eve
- The Friday after Thanksgiving
- Christmas Eve
- Day after Christmas
- Good Friday (if non-student attendance day)

All other employees will be permitted to observe the above holidays without pay as non-work days.

If any of the above days fall on a twelve month employee's non-scheduled workday, the District shall designate an alternate floating holiday on an employee's workday.

ARTICLE X

COMPENSATION AND BENEFITS

A. SALARY

All employees on a salary or experience schedule will be eligible to be moved forward one step on their salary schedule on July 1, if they have been employed since the first day of the second semester of the preceding school year. However, no employee is eligible for a salary schedule step movement in any contract year unless the parties' negotiated salary agreement includes step movement for that particular contract year. Salary schedules will be effective July 1 of each respective year.

2017-2018: \$0.10 increase on base, step movement for employees eligible for a step,
SSO: Add Step 5, at \$14.56 (this includes the \$0.10 increase)

2018-2019: \$0.10 increase on base, except SSO base increased \$0.20, step movement for employees eligible for a step

B. OVERTIME

Employees shall be entitled to overtime if he/she exceeds the work classification hours for the week. Overtime calculations shall be based on actual hours worked, i.e. sick leave, vacation, personal leave etc. will not count toward overtime eligibility calculations.

Employees assigned a split shift that includes regularly scheduled workdays on weekends will receive straight time for work on Saturdays and/or Sundays including Holidays or weekends.

C. CALL-OUT PAY

When an employee is called to work outside of his/her normal work day or shift, the employee shall be guaranteed a minimum of two (2) hours pay at 1 ½ times the employee's regular pay.

D. PAY DAY

Employees will be required to submit a time sheet or use a time clock consistent with District procedures. Employees will be paid bi-weekly during the term of their employment, i.e. 9 months, 10 months, and 12 months. Payroll checks will be issued every two (2) weeks on Friday. If that Friday payday falls on a holiday the check will be issued on the last working day proceeding that Friday. The paycheck will be for the two (2) week period ending the Saturday preceding the Friday payday. Failure of an Employee to submit their timesheet (to their supervisor) by 10:00 A.M. on the Monday immediately preceding the Friday payday may result in a delay in the issuance of their paycheck.

ARTICLE X

E. **INSURANCE**

Health Insurance

For each regular full-time employee that works 37.5 or more hours per week and who desires to participate, the Board shall pay 100% of the cost of the premium for single coverage under a group health insurance plan for the duration of the contract. All employees are subject to eligibility requirements.

For each regular full-time employee that works 37.5 or more hours per week and elects Board paid health insurance coverage, the Board will provide, at its cost, a \$20,000 term life insurance policy. The Board will provide \$50,000 term life insurance coverage for employees that are eligible but decline Board paid health insurance coverage.

Insurance Committee

A representative committee made up of all groups of employees (with at least 25% of the committee members named by the Association) will meet with the Superintendent and/or his/her designee and any other representative or employee that the Board may select (other than employees within this bargaining unit) to consider ways to reduce premium and contain insurance costs and to provide input to the Board regarding health insurance coverages. The Board recognizes that the continuity of insurance providers is desirable. If the Board considers changing providers it will so notify the Insurance Committee which may evaluate and make recommendations to the Board regarding alternatives. The Board shall make the final decisions concerning the District's group health plan and providers.

Part time employees will have access to the aforementioned coverage and pay the premium. Any employee who retires or anyone on approved leave of absence may keep her/his coverage, with the premium being paid by the employee.

F. **DEATH GRATUITY PAY**

In the event of the death of a full time employee, while still an active employee of the District, the beneficiary of the deceased shall receive a payment equal to the amount determined by multiplying the number of unused sick leave days by thirty dollars (\$30).

In the event of the death of a part-time employee who is eligible for IMRF, the beneficiary of the deceased shall receive a payment equal to the amount determined by multiplying the number of unused sick leave days by thirty dollars (\$30) prorated by the number of hours worked each day.

ARTICLE X

In the event of the death of a part-time employee who is not an IMRF participant, and still an active employee of the district, the beneficiary of the deceased shall receive payment equal to the amount determined by multiplying the number of unused sick leave days by one-half their daily rate of pay at the time of death.

ARTICLE XI

EFFECT OF AGREEMENT

A. **INDIVIDUAL CONTRACTS**

The Board will not issue individual contracts to bargaining unit employees for the duration of the agreement. Letters of Notification of Employment shall not be considered individual contracts.

B. **SAVINGS CLAUSE**

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

C. **EMPLOYEE-MANAGEMENT COMMITTEE**

The Board and Association agree to work cooperatively to establish and implement a joint employee-management committee. Both parties agree that the purpose of this committee shall be the positive and productive discussion of areas of mutual interest. It is further agreed that this committee shall not serve as a vehicle for individual employee complaints or questions. The committee will meet at least bi-monthly unless the parties agree otherwise.

Within 60 days of ratification of this Agreement, representatives of both parties to the Agreement shall meet to establish goals and objectives for the year for this committee. Meeting times shall be mutually agreed upon by members of the committee.

ARTICLE XII

DURATION OF AGREEMENT

A. STRIKES

The service personnel employees represented by the Association agree to perform full and complete service to the District for the duration of this contract.

B. TERM OF AGREEMENT

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties and may be modified, added to, or deleted from only through the written mutual consent of the parties.

This Agreement shall be in effect from July 1, 2017 through June 30, 2019.

Signed by the negotiators on June 14, 2017:

FOR THE ASSOCIATION:

FOR THE BOARD:

Hope Dief

Way Ch

Stanley Gray

This Agreement is signed and adopted this 14 day of June, 2017.

In witness thereof for the:

EDWARDSVILLE SCHOOL SERVICE
PERSONNEL ASSOCIATION/IEA/NEA

BOARD OF EDUCATION

President: Hope Dief

President: Way Ch

President: Stanley Gray

Secretary: _____

APPENDIX A

SALARY SCHEDULE PLACEMENT

1. All salaries are hourly. A person must have been employed since the first day of the second semester to be eligible for a step increase on the salary schedule. Step increases shall be effective each July first, but only if the parties' negotiated agreement includes step movement for that particular contract year.
2. Salary schedule credit for verified work outside the District shall be given only if the work is directly related to the position being filled, and if the work has been performed within the last three (3) years – placement not to exceed step 4.
 - i) Placement on the Maintenance and Grounds schedule shall be on step 2 if no prior experience. Experience credit will be given as follows 1 year of experience would be step 3; 2 yrs – step 4; 3 yrs - step 5; (placement not to exceed step 5).
3. CUSTODIAL SHIFT STIPENDS:
 - i) \$.25 per hour will be added for evening shift.
 - ii) \$.41 per hour will be added for midnight shift.
 - iii) Shift pay is paid to employees assigned to that shift based on their assignment prior to Christmas and Spring Breaks and during summer months or times that they are allowed to work day shifts as noted in Article V.B.4.
4. HEAD CUSTODIANS shall receive stipends as specified in appendices C, D, and E.
5. FOOD SERVICE / CAFETERIA STIPENDS:
 - i) \$.25 per hour will be added for cafeteria employees whose regular job includes floor mopping, moving of commodities and/or garbage removal.
 - ii) The District will pay the tuition for any cafeteria worker to enroll in the thirty hour sanitation course subject to approval by the cafeteria director.
 - iii) \$.25 per hour will be added for sanitation training for cafeteria workers.
 - iv) \$.10 per hour will be added for level III training for those cafeteria workers receiving this stipend as of July 1, 1987. Employees not receiving this stipend as of July 1, 1987 shall not become eligible for the stipend.
6. HEAD COOKS shall receive stipends as specified in Appendices C and D.

7. **FOOD SERVICE WORK YEAR CALENDARS:**

- a) Head Cooks shall work 181 days and be paid for same. The school year will normally include 177 work days; the remaining days shall be worked during the summer as coordinated by the Director of Food Service.
- b) Full time food service workers will work 177 days
- c) Part time food service workers will work # of student days

8. **ASSISTANT STIPENDS:** Seventy-eight cents (\$0.78) per hour will be paid to any educational assistant working at the Detention home, the Alternative High School or Sr. High BD @ South.

APPENDIX B

BENEFITS

A. Benefits for Classified Employees

1. F.I.C.A. – legally required employer amount
2. I.M.R.F. - legally required employer amount
3. Sick Leave – 12 days if an employee uses 3 or less sick days during the previous fiscal year. 10 days if an employee uses 4 or more days during the previous fiscal year. Maximum accumulation of 340 days.
4. Two non-cumulative personal leave days per year for full time employees.
5. Partial pay for unused sick leave at retirement (see contract for details).
6. Paid vacation for twelve (12) month employees (see contract for details).
7. Cafeteria employees - free meals.
8. Maintenance/Grounds employees – may be assigned a district vehicle to drive during assigned work hours or, may be required to drive a District vehicle home when directed by the Superintendent or his/her designee.
9. Health and life insurance for full time employees covering the months they work (9-10 month employees) and also the months they aren't working (see Article X. E for details).
10. Employee health and life insurance for full-time employees for 12 months. (Full-time is defined as 37 ½ hours or more per week) paid by the District (see Article X. E for details).

In the event that any item in the above list of benefits is referenced by specific contract language elsewhere in this Agreement, the specific contract language shall control. In the event that any item in the above list of benefits is not referenced by specific contract language elsewhere in this Agreement, the specific language of this Appendix shall control. It is the intent of the parties that this Appendix, to the extent that it references a matter addressed in a contract clause elsewhere in this Agreement, shall not be used to interpret any provision of the contract in a manner that could conflict with the express language of the Agreement.

APPENDIX C: SALARY SCHEDULES FOR 2017-18

SALARY SCHEDULES FOR 2017 – 2018										
2017 - 2018 Pay rate										
stp	Monitors	SSO	P/T Fd S	F/T Fd S	N D Asst	Para Asst	Ed Cert Asst	Mntnce	Grnds	Cust.
1	\$9.26	\$13.94	\$9.93	\$10.61						\$11.65
2	\$9.36	\$14.25	\$10.03	\$10.71	\$9.67	\$10.40	\$11.44	\$13.31	\$13.31	\$11.75
3	\$9.57	\$14.35	\$10.14	\$10.82	\$9.83	\$10.61	\$11.65	\$13.52	\$13.52	\$11.96
4	\$9.78	\$14.46	\$10.35	\$11.02	\$10.03	\$10.87	\$11.91	\$13.73	\$13.73	\$12.33
5	\$9.98	\$14.56	\$10.45	\$11.29	\$10.25	\$11.13	\$12.17	\$14.20	\$14.20	\$12.69
6	\$10.25		\$10.82	\$11.54	\$10.50	\$11.44	\$12.48	\$14.77	\$14.77	\$13.11
7	\$10.50		\$11.13	\$11.81	\$10.77	\$11.75	\$12.79	\$15.34	\$15.34	\$13.52
8	\$10.82		\$11.44	\$12.06	\$11.13	\$12.06	\$13.11	\$16.07	\$16.07	\$13.94
9	\$11.13		\$11.75	\$12.38	\$11.49	\$12.33	\$13.37	\$16.80	\$16.80	\$14.35
10	\$11.13		\$12.06	\$12.69	\$11.86	\$13.00	\$14.04	\$17.53	\$17.53	\$14.77
11	\$11.13		\$12.06	\$12.69	\$12.22	\$13.52	\$14.56	\$18.26	\$18.26	\$15.24
12	\$11.13		\$12.06	\$12.69	\$12.22	\$13.52	\$14.56	\$19.03	\$19.03	\$15.71
13	\$11.13		\$12.06	\$12.69	\$12.22	\$13.52	\$14.56	\$19.03	\$19.03	\$16.18
14	\$11.13		\$12.06	\$12.69	\$12.22	\$13.52	\$14.56	\$19.03	\$19.03	\$16.18
15	\$11.34		\$12.27	\$12.90	\$12.43	\$13.73	\$14.77	\$19.25	\$19.25	\$16.43

ADDITIONAL STIPENDS AND PAY RATES:

1)	STUDY HALL MONITORS	\$12.94/HOUR
2)	CAFETERIA STIPENDS	
	a) Elementary Head Cook	\$1.24
	b) Middle/High School Head Cook	\$1.55
	c) Sanitation	\$.25
3)	EDUCATIONAL ASSISTANTS:	
	a) Senior High BD @ South	\$.78
	b) Detention Home	\$.78
	c) Alternative High School	\$.78
4)	CUSTODIANS	
	a) Elementary Head Custodian	\$.99
	b) Middle School Head Custodian	\$1.21
	c) High School Asst. Hd Cust.	\$.99
	d) High School Head Custodian	\$1.38
	e) Evening Shift	\$.25
	f) Midnight Shift	\$.41
	g) Warehouse	\$.50
5)	CRAFT STIPENDS	
	a) Asbestos Certified	\$1.00
	b) Regulated Chemicals Certified	\$1.00
	c) HVAC Certified	\$3.00
	d) Electrical Certified	\$3.00
	e) Plumbing Certified	\$3.00
	f) The District may, in its sole discretion, award a stipend to an employee that has extensive experience in electrical/plumbing work:	Up to \$2.00
6)	SEALING/CONCRETE WORK – Paid Only for Hours Performing This Work	\$2.00

APPENDIX D: SALARY SCHEDULES FOR 2018-19

SALARY SCHEDULES FOR 2018 – 2019										
2018 - 2019 Pay rate										
stp	Monitors	SSO	P/T Fd S	F/T Fd S	N D Asst	Para Asst	Ed Cert Asst	Mntnce	Grnds	Cust.
1	\$9.36	\$14.14	\$10.03	\$10.71						\$11.75
2	\$9.46	\$14.45	\$10.13	\$10.81	\$9.77	\$10.50	\$11.54	\$13.41	\$13.41	\$11.85
3	\$9.67	\$14.55	\$10.24	\$10.92	\$9.93	\$10.71	\$11.75	\$13.62	\$13.62	\$12.06
4	\$9.88	\$14.66	\$10.45	\$11.12	\$10.13	\$10.97	\$12.01	\$13.83	\$13.83	\$12.43
5	\$10.08	\$14.76	\$10.55	\$11.39	\$10.35	\$11.23	\$12.27	\$14.30	\$14.30	\$12.79
6	\$10.35		\$10.92	\$11.64	\$10.60	\$11.54	\$12.58	\$14.87	\$14.87	\$13.21
7	\$10.60		\$11.23	\$11.91	\$10.87	\$11.85	\$12.89	\$15.44	\$15.44	\$13.62
8	\$10.92		\$11.54	\$12.16	\$11.23	\$12.16	\$13.21	\$16.17	\$16.17	\$14.04
9	\$11.23		\$11.85	\$12.48	\$11.59	\$12.43	\$13.47	\$16.90	\$16.90	\$14.45
10	\$11.23		\$12.16	\$12.79	\$11.96	\$13.10	\$14.14	\$17.63	\$17.63	\$14.87
11	\$11.23		\$12.16	\$12.79	\$12.32	\$13.62	\$14.66	\$18.36	\$18.36	\$15.34
12	\$11.23		\$12.16	\$12.79	\$12.32	\$13.62	\$14.66	\$19.13	\$19.13	\$15.81
13	\$11.23		\$12.16	\$12.79	\$12.32	\$13.62	\$14.66	\$19.13	\$19.13	\$16.28
14	\$11.23		\$12.16	\$12.79	\$12.32	\$13.62	\$14.66	\$19.13	\$19.13	\$16.28
15	\$11.44		\$12.37	\$13.00	\$12.53	\$13.83	\$14.87	\$19.35	\$19.35	\$16.53

ADDITIONAL STIPENDS AND PAY RATES:

- | | | |
|----|--|--------------|
| 1) | STUDY HALL MONITORS | \$13.19/HOUR |
| 2) | CAFETERIA STIPENDS | |
| | a) Elementary Head Cook | \$1.24 |
| | b) Middle/High School Head Cook | \$1.55 |
| | c) Sanitation | \$.25 |
| 3) | EDUCATIONAL ASSISTANTS | |
| | a) Senior High BD @ South | \$.78 |
| | b) Detention Home | \$.78 |
| | c) Alternative High School | \$.78 |
| 4) | CUSTODIANS | |
| | a) Elementary Head Custodian | \$.99 |
| | b) Middle School Head Custodian | \$1.21 |
| | c) High School Asst. Hd Cust. | \$.99 |
| | d) High School Head Custodian | \$1.38 |
| | e) Evening Shift | \$.25 |
| | f) Midnight Shift | \$.41 |
| | g) Warehouse | \$.50 |
| 5) | CRAFT STIPENDS | |
| | a) Asbestos Certified | \$1.00 |
| | b) Regulated Chemicals Certified | \$1.00 |
| | c) HVAC Certified | \$3.00 |
| | d) Electrical Certified | \$3.00 |
| | e) Plumbing Certified | \$3.00 |
| | f) The District may, in its sole discretion, award a stipend to an employee that has extensive experience in electrical/plumbing work: | Up to \$2.00 |
| 6) | SEALING/CONCRETE WORK – Paid Only for Hours Performing This Work | \$2.00 |

APPENDIX E

DELETED FROM CONTRACT

APPENDIX F**FOOD SERVICE CAFETERIA WAGES AND CALENDARS****Issues and agreements:****1. Overtime and premium pay criteria and rates**

- 1.1. We agreed that overtime is paid to those who exceed the criteria stated in the contract for “employee work day and work week” (Article V.A.8 & Article X.B). Overtime is not paid on the basis of an individual employee’s job timelines.
- 1.2. Pay for weekend and evening events (i.e. work occurring after 3pm) is not classified as “overtime”. This work does incur a premium rate that applies regardless of other contract language. That rate is “1.5 times the employee’s normal rate of pay”.

2. Establishment of employee calendars detailing scheduled work days for cafeteria employees

(Appendix A; 6, 11 b & C). We have three calendars for cafeteria employees (head cooks, 181 days; full time cafeteria workers. 177 days; part-time cafeteria workers, number of student attendance days – normally would be 174 days).

- 2.1. Calendars will be established and distributed in the spring for the following school. They will be established as soon as possible after the school year calendar has been adopted by the School Board. The calendars will be conditional upon final approval by the Regional Office of Education and any subsequent revisions required by weather etc. that are ultimately approved by the District 7’s Board of Education and the Regional Office of Education.
- 2.2. Employee calendars shall originally be scheduled to have the same work days for all employees in a category
 - 2.2.1. Part-time employees will have a 174-day calendar corresponding to student attendance days.
 - 2.2.2. Full-time employees will have 177-day calendars corresponding to student attendance days with 3 extra days added.
 - 2.2.3. Head cooks will have 181-day calendars corresponding to student attendance days with 7 extra days added.
- 2.3. The calendars will be established to require the minimum number of days to be worked at the end of the school year (as determined by Food Service Management) and as many days as possible to be worked at the beginning of the school year.
- 2.4. The calendars will be established in an effort to allow food service staff to plan their non-scheduled time.

- 2.5. Flexibility in work calendars for full-time employees and head cooks is necessary to meet food service needs for staffing events scheduled during the weeks before the opening of school. As stated in Appendix A.6, days worked above 177 shall be “coordinated by the Director of Food Service.
- 2.6. Work performed during an employees scheduled calendar is compensated for at the normal pay rate

3. Pay for weekend and evening events (V.E.1)

- 3.1. The premium pay rate will only apply to events that occur within the student school year (first day of school until last day of school) and meet the criteria set forth in paragraphs 3.2 and 3.3.
- 3.2. Evening event work will be defined as work that is done in preparation for an event after 3pm on a normal work day. Work up until 3pm (even if in preparation for a later event) will be at the employee’s normal rate of pay unless it falls under the overtime provisions of the contract.
- 3.3. Weekend event work will be defined as work for special events that is done on any “non-scheduled” work-day during the “student school year”.

4. Pay rate for summer work

- 4.1. Any summer work that falls outside of an employees work calendar will be paid for at the employee’s normal rate of pay.
 - 4.1.1. The work must be outside of the student school year.
 - 4.1.2. The employee’s rate of pay will adjust as of July 1 (to the next contract year).
- 4.2. This rate applies to all work regardless of assignment or task (event work, catering, does not warrant a premium rate).

APPENDIX G

AMENDMENT TO AGREEMENT

This Amendment to Agreement (“Amendment”) is made and entered into by and among the Edwardsville School Service Personnel Association (ESSPA), and affiliate of the Illinois Education Association and the National Education Association, and the Board of Education of Edwardsville Community Unit School District No. 7 (the “District”).

Recitals

- A. This Amendment represents and shall constitute an amendment to the collective bargaining agreement between the District and ESSPA that was signed on May 22, 1995, relating to the 1995-96, 1996-97, 1997-98, and 1998-99 school years (the “CBA”). This Amendment shall be incorporated into the CBA and its duration shall coincide therewith.
- B. With respect to Educational Assistants employed by the District, Article V, Section A., Subsection 5., Paragraph c. sets forth the category of “Educational Assistants”, and further sets forth the subcategories of (a.) Instructional Assistants; (b.) Special Education Assistants; and (c.) Extraordinary Care Assistants.

As a matter of practice, the District has maintained separate seniority lists for each of the subcategories of Educational Assistants. The beginning seniority date for an Educational Assistant in a specific subcategory has been designated on the seniority list for that subcategory as the date that that Educational Assistant began working in that specific subcategory.

- C. The ESSPA and the District desire to enter into this Amendment, upon the terms and conditions set forth herein, for the purpose of modifying the manner by which the categories of Educational Assistants employed by the District, and their seniority designation, are determined and administered.

AGREEMENT

The undersigned parties hereby agree as follows:

1. Upon ratification of this Amendment by the ESSPA and adoption by the District, there shall be created one category of Educational Assistant for the purposes of determining seniority, reduction in force, recall, assignment, reassignment, and transfer, which category shall include all of the categories and subcategories referred to in Recital B.
2. The category of “Educational Assistant” shall include instructional assistants whose positions require thirty (30) semester hours of college credit, and special education/program assistants whose positions do not require thirty (30) semester hours of college credit.
3. The undersigned parties acknowledge that from time to time it may be necessary, for purposes of budgetary designations and State reporting, for the District to utilize more specific titles in referring to individual Educational Assistant positions (e.g., “cross categorical,” “extraordinary

care”, “LD”, “BD”, etc.), but that the use of such titles for State reporting purposes will not be construed to mean that those positions are in any way separate from the general category of “Educational Assistant” for the purposes of determining seniority.

4. Upon ratification of this Amendment by the ESSPA and adoption by the District, the parties shall cause a seniority list to be created for the category of “Educational Assistant”. Such seniority list shall list all employees currently employed as educational assistants, as well as those individuals previously employed as educational assistants but who are currently employed in another category by the District, or who are currently on layoff/recall status. This seniority list shall indicate the seniority date for each such employee, which shall be calculated in the same manner as before this Amendment, except that service with the District in any one or more of the categories and subcategories referred to in Recital B shall be treated as service in the Educational Assistant category created by this Amendment. This Amendment shall not affect the requirement of continuous service within a category for seniority purposes, as required by the CBA before this Amendment; this Amendment merely (1) combines categories that were previously treated separately for seniority purposes and (2) provides that service with the District in any of the prior categories or subcategories (referred to in Recital B) shall count as service in the new category of Educational Assistant as if the new category created herein had always existed under the CBA.

This seniority list shall supersede all previous seniority lists maintained by the District for (a) Instructional Assistants; (b) Special Education Assistants; and (c) Extraordinary Assistants.

5. This seniority list shall be maintained by the District and shall be updated from time to time as required by the Agreement and applicable provisions of Illinois law.
6. Any educational assistant not previously having thirty (30) semester hours of college credit, and who obtains such college credit subsequent to the effective date of this Amendment shall be required to provide written verification of such college credit to the Office of the Assistant Superintendent for Personnel not later than January 1, in order for such college credit to be indicated on the seniority list published February 1 for that school year.
7. Nothing in this Amendment shall have any effect on the terms and conditions of employment of any employee or other person subject to the CBA, other than as expressly set forth herein.
8. The District and the ESSPA agree to cooperate fully and execute any and all supplementary documents relating to this Amendment, and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Amendment.
9. ESSPA hereby completely releases and forever discharges the District, its attorneys, agents, servants, representative and employees from any and all past, present or future claims (equitable or otherwise), demands, costs, compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, and whether such damages be compensatory or punitive, which ESSPA may now have or which may arise in the future from, or in connection with, the matters discussed in the Recitals section above, except for such actions to enforce this Amendment.

10. This Amendment is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws.
11. Should any provision of this Amendment be deemed invalid or unenforceable by any court or tribunal of competent jurisdiction, the other terms of this Amendment shall continue to be given full force and effect.
12. This Amendment is contingent upon approval by membership of the ESSPA and by the Board of Education of the District, in accordance with the same procedures for approval of the CBA. If either the membership of the ESSPA or the Board of Education fails to ratify this Amendment on or before February 28, 1998, then this Amendment shall be null and void and have no effect whatsoever.

This document was executed at Edwardsville, Madison County, Illinois this _____ day of February, 1998.

FOR THE ESSPA:

FOR THE DISTRICT:

Harry Batts, Co-President, ESSPA

Dr. Ed Hightower, Superintendent

Tony Anderson, Co-President, ESSPA

James J. Speciale, Board President

Patsy Smith, Secretary, ESSPA

APPENDIX H

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into by and among *Edwardsville Community Unit School District No. 7* (the "District"), _____, and the _____ (employee's name) *Edwardsville School Service Personnel Association, IEA-NEA* (the "Association").

Recitals

1. The District, _____ (the employee), and the Association desire to enter into this Memorandum of Agreement, upon the terms and conditions set forth herein, for the purpose of setting the terms and conditions under which the District shall pay to provide certain training to the employee.
2. This Memorandum of Agreement shall not constitute an amendment to the Collective Bargaining Agreement between the District and the Association that was signed on May 22, 1995, relating to the 1995-96, 1996-97, 1997-98, and 1998-99 school years (the "CBA"). This Memorandum of Agreement shall not be incorporated in the CBA. The duration of this Memorandum of Agreement shall run until five (5) years from the date of the employee's completion of the training described herein.
3. With respect to Maintenance Workers employed by the District, Article I, Section B. of the CBA provides that the Board agrees not to negotiate with any individual employee with regard to negotiable items, unless otherwise provided for in the CBA or unless mutually agreed to by the parties thereto during the term of the CBA.

AGREEMENT

The undersigned parties hereby agree as follows:

1. The above recitals are incorporated into the terms of this Memorandum of Agreement.
2. The District agrees to pay the cost of _____ attending _____ (employee's name) _____ training (the "training") at _____ (description of training) _____, (training facility) said payment estimated to be in the amount of \$_____. The District may, but is not obligated to, pay any cost of the training in excess of \$_____.

3. _____ agrees to attend and successfully complete the training
(employee's name)

under the terms and conditions established by the _____.
(training facility)

4. _____ further agrees that, (i) should he/she voluntarily
(employee's name)
terminate his/her employment with the District within five (5) years after completing the training, (ii) if the District terminates him/her for cause pursuant to the terms of the CBA within five (5) years after he/she completes the training, or (iii) if he/she fails to successfully complete the training within the time agreed upon by the District, the employee, and the Association, but no later than five (5) years from the effective date of this Memorandum of Agreement, he/she shall repay the District for all of the cost of the training paid by the District up to that time. Said amount shall be withheld from the employee's last payroll check after the occurrence of an event described in (i) or (ii). Said amount shall be payable by the employee to the District in equal monthly installments within twelve (12) calendar months after the occurrence of an event described in (iii). In the event that the employee fails or refuses to make such payments, the District may withhold any or all of such payments from the employee's payroll check(s) and set off the withheld payments against the amount owing by him/her to the District pursuant to the terms of this paragraph.

The District agrees that, in the event that the training described herein or the employee's participation in said training is terminated by the training facility or by the District prior to the employee's completion of said training, the employee shall not be required to repay the District for any of the cost of the training paid by the District.

The District further agrees that, in the event that the employee dies or becomes disabled prior to the termination of this Memorandum of Agreement, neither the employee nor his/her heirs or successors shall be required to repay the District for any of the cost of the training paid by the District.

5. Nothing in this Memorandum of Agreement shall have any effect on the terms and conditions of employment of any employee or other person subject to the CBA, except as expressly set forth herein with respect to _____.
(employee's name)

6. This Memorandum of Agreement shall not be construed by the District or the Association as a precedent which would bind either the district or the Association to any of the terms contained herein in any future matters of a similar nature involving employees represented by the Association.

7. Any disputes which might arise during the term of this Memorandum of Agreement concerning the application or interpretation of this Memorandum of Agreement may be submitted to the grievance procedure contained in the CBA.

8. The District, the employee, and the Association agree to cooperate fully and execute any and all supplementary documents relating to this Memorandum of Agreement, and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Memorandum of Agreement.
9. The employee agrees that he has been advised and represented by the Association to his/her satisfaction regarding the terms of this Memorandum of Agreement, and that he/she is entering into this Memorandum of Agreement voluntarily.
10. This Memorandum of Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws.
11. Should any provision of this Memorandum of Agreement be deemed invalid or unenforceable by any court or tribunal of competent jurisdiction, the other terms of this Memorandum of Agreement shall continue to be given full force and effect.
12. This Memorandum of Agreement shall take effect upon the later of (i) its execution by the parties, and (ii) approval of the Board of Education of the District.

This document was executed at Edwardsville, Madison County, Illinois, this _____ day of _____, _____.

EMPLOYEE:

FOR THE DISTRICT:

Superintendent

FOR THE ASSOCIATION:

President