



AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION
MCHENRY COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 15**

AND

**MCHENRY EDUCATION SUPPORT PERSONNEL
IEA-NEA**

2022-2027

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ARTICLE 1

DEFINITIONS

Section 1.1 Definition

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

1. The term "employee" shall mean an employee included in the bargaining unit set forth in Article II and covered by this agreement.
2. The term "full-time employee" shall mean an employee whose position requires a minimum of one hundred seventy-five (175) workdays and one (1) paid holiday day and one thousand one hundred thirty-seven (1,137) hours of work during the fiscal year (July 1 through June 30).
3. The term "part-time employee" shall mean an employee whose position requires a minimum of ninety (90) days but less than one hundred seventy-five (175) workdays and one (1) paid holiday day and a minimum of 600, but less than, one thousand one hundred thirty-seven (1,137) hours of work during the fiscal year (July 1 through June 30).
4. The term "employer" shall mean the Board of Education of McHenry Community Consolidated School District No. 15 or its authorized representatives, or both.
5. The term "days" when used in this Agreement, except where otherwise indicated, shall mean calendar days.

ARTICLE 2

RECOGNITION

Section 2.1 Recognition

The Board recognizes the McHenry Education Support Personnel (MESP), IEA-NEA hereinafter referred to as the ("Association") as the exclusive bargaining agent with respect to wages, hours, terms and conditions of employment for the following regularly employed support staff employees: all full-time and part-time custodial, secretarial, and clerical employees, teacher aides, and translators who work at least twenty (20) hours per week. Specifically excluded from the bargaining unit are: all other classified employees, certified, administrative, confidential, supervisory, managerial and short-term employees, including: playground aides; building plant manager; transportation secretaries (2); secretary to Superintendent; secretary to Director, Special Education; secretary to Assistant Superintendent/Operation Services; secretary to Assistant Superintendent/Educational Services, set forth in the Stipulation for Certification Upon Consent Election executed by the parties on April 17, 1992, and findings of the Illinois Educational Labor Relations Board of August 26, 2005.

Section 2.2 Board of Education Rights

Except as specifically limited-by the express provisions of this Agreement, the Association recognizes the traditional and exclusive right of the Board to make and implement decisions with respect to the operation of the District and to make and direct the affairs of the Board in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control, and determine all the operations and services of the Board; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto; to establish work and production standards and, from time to time, to change those standards; to evaluate employees; to schedule and assign work; to determine the methods, means, organization and number of personnel by which operations are conducted and equipment used; to determine whether goods and services are made or purchased; to determine whether services are provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement; to assign overtime; to make, alter and enforce policies, rules and regulations; to transfer employees; to terminate, suspend and discipline employees, to change, eliminate existing methods, equipment or facilities; and to carry out the mission of the Board. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited to only the specific and express terms of this Agreement.

Section 2.3 Association's Exclusive Bargaining Rights

All collective bargaining shall be conducted between duly authorized representatives of the Association and the Board, and the Board shall not negotiate with any other individual, group or organization purporting to collectively represent employees covered by this Agreement; provided, however, this Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or group of employees for the purpose of hearing the views of such employee or group of employees, but not for the purpose of negotiating with any employee or group of employees. There shall be no change in any of the terms and conditions of employment specifically set forth in this Agreement without mutual written agreement between the Association and the Board.

ARTICLE 3

GRIEVANCE PROCEDURE

Section 3.1 Definition

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

Section 3.2 Purpose

The primary purpose of this procedure is to secure the resolution of grievances at the lowest level possible. The parties acknowledge that it is usually most desirable for a staff and staff members immediately involved supervisor to resolve problems through free and informal communications. When requested by the staff member, an Association representative may accompany the staff member to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the staff member, a grievance shall proceed as follows:

Section 3.3 General Provisions

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

Section 3.4 Procedure

STEP I

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

3. The immediate supervisor or principal shall inform the grievant and the Association representative, if any, of his/her decision within ten (10) days thereafter.

STEP II

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

STEP III

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

STEP IV

If the Association is not satisfied with the Board's decision, the grievance may be referred to binding arbitration within twenty-one (21) days after the decision has been provided at Step III.

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

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

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

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

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

Section 3.5 Limitation on Authority of Arbitrator

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

Section 3.6 Time Limits

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

ARTICLE 4 ASSOCIATION RIGHTS

Section 4.1 Information Supplied to Association

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

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

Section 4.2 Association's Right to Appear Before the Board

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

Section 4.3 Association Convention Leave

The Board of Education shall excuse Association representatives for attendance to association business. Notification for such leave shall be submitted in writing to the Superintendent or his designee a minimum of five (5) school days prior to the departure date. Notification for such association business shall be made by the President of the Association and approved by the Superintendent or his designee. Leave requests must be limited to a non-accumulated total not to exceed six (6) days in any one (1) academic year. No more than two (2) individuals can be absent on Association Leave at one time. The Association agrees to reimburse District 15 for the actual costs of substitute(s) for any aggregate number of days used for this purpose in any school term within fifteen (15) employment days of its use of such leave.

Section 4.4 Use of Technological Equipment

The Association (leadership and or Association building representatives, not to exceed three (3) per building) shall have the right to use school district technology (photo copiers, computers, etc.) equipment. Central office, school office or any computer utilized for district record/accounting purposes shall not be utilized by any Association member. The Association shall have the option of using the staff mailboxes for use of Association material distribution. The Association shall have the right to use a bulletin board located in each faculty room for posting official Association notices. All Association notices and announcements shall not contain any defamatory statements; shall not contain material intended solely for the purpose of endorsement of political candidates; and shall be identified as Association material or signed by an authorized official of the Association.

Section 4.5 Use of School Facilities

The Association shall have the right to use school buildings on school days during non-school hours when a custodian is normally present to conduct local Association meetings, providing notice is given to the building principal at least twenty-four (24) hours in advance. Use of the school building shall not interfere with nor interrupt normal school operation or other uses previously arranged. When special custodial services are required, the Board may make reasonable charges for this service.

Section 4.6 Employee Job Descriptions

A job description for each classification in the bargaining unit shall be maintained by the District. The development of job descriptions shall include the involvement of representatives of each classification in the bargaining unit.

After job descriptions have been established, the Board will provide copies of all such job descriptions to the Association. If job descriptions are changed during the term of this Agreement, the Association will be provided with the revised job descriptions within a timely manner. It is the goal that Administration will seek input from the Association in the review of tasks and job performance expectations as it pertains to the district job descriptions.

Section 4.7 Liaison Committee

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

Section 4.8 Fair Share Payments

If fair share salary withholding is ever deemed constitutional and lawful, the parties will not need to negotiate the ramifications of such a ruling, and it will be reinstated automatically.

ARTICLE 5 ASSOCIATION - BOARD RELATIONS

Section 5.1 Negotiation Procedures

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

Section 5.2 Non-Discrimination

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

Section 5.3 Freedom to Join or Not Join Employee Organizations

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

Section 5.4 Administration-Association Meetings

Upon the reasonable request of either party, the Superintendent and the Association President, or their designees, shall meet to discuss pertinent matters.

ARTICLE 6 EMPLOYEE RIGHTS

Section 6.1 Check-Off Provisions

- A. **Dues Deductions.** The Board, upon receipt of a lawful written authorization from an employee covered by this Agreement, agrees to deduct from each pay period beginning after the 3rd payroll and continuing for a total of 17 pay periods (or as agreed upon between Central Office and the Association), the employee's Association dues from his/her pay and remit such deduction to the Treasurer of the local Association no more than ten (10) working days after the pay day for which the deduction is made. The Association shall certify the amount of the bi-monthly Association dues to be deducted. Written dues deduction authorizations shall continue in effect from year to year unless terminated by written notification to the Association and the Board prior to September 1 of any school year or upon termination of an employee's employment by the Board. The Treasurer of the local Association shall acknowledge receipt and accuracy of the amounts by signing the back of the check and executing the accompanying receipt. The Treasurer shall return the receipt to the District's Business Office no later than ten (10) working days after receipt of the check.
- B. **Indemnification.** The Association shall indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments for monetary damages brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of the Article.

Section 6.2 Staff Development Programs

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

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

The district will reimburse staff up to \$150.00 for any for mandated testing upon receipt of expense verification or documentation of scheduled testing submitted by the employee.

Section 6.3 Dispensing Student Medication

Bargaining unit members shall not dispense medication to students. If an employee is asked to dispense a medication and refuses the employee cannot receive disciplinary action due to said refusal.

Section 6.4 Supervision of Students

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

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

Section 6.5 Administrative Chain of Command

At the beginning of each school year, employees shall be informed of the chain of command to follow in the absence of the building principal. The Principal and staff shall maintain open communication, including discussion of particular needs of employees.

Section 6.6 Assistance for Control and Discipline of Students

The Board shall support and assist Association members with respect to their related role in the maintenance of discipline in the classroom or in the prevention of damage to school property.

Section 6.7 Health and Safety

In matters concerning health and safety reference chapter four (4) of Board of Education policy manual.

ARTICLE 7

PERSONNEL FILES

Section 7.1 Official Personnel File

Each staff member shall have the right, upon written request, to make an examination of their personnel file as set forth in the Illinois Personnel Record Review Act. Personnel files shall be maintained in accordance with the applicable law. An Association representative may, at the staff members request, accompany the staff member in this review. Neither the staff nor the Association's representative shall remove any material from the file. Copies of any items, except as hereinafter set forth, which may be placed in a staff's personnel file shall be given promptly to the member. Any member may respond in writing to any adverse or critical material placed in his/her file within ninety (90) days of receipt of such material. The Board shall not divulge a disciplinary report, letter of reprimand, or other disciplinary action to a third party other than an arbitrator during an arbitration proceeding conducted pursuant to the provisions of this Agreement, to a party who is not part of the Board's administrative staff, or to a party who is not part of the Association without providing the employee written notice, provided that this Section shall not apply if (I) the employee has specifically waived written notice as part of a written, signed employment application with another employer (II) disclosure is ordered to a party in a legal action or arbitration, or (III) the information is requested by a government agency as a result of a claim or complaint by an employee, or as a result of a criminal investigation by such agency.

ARTICLE 8

EMPLOYEE DISMISSALS

Section 8.1 Right to Request Statement of Reason or Reasons

If the determination is made to dismiss or terminate a non-probationary employee, the reason or reasons shall be confidential, but shall be issued to the non-probationary employee upon request. Non-probationary employees shall be dismissed for just cause.

Section 8.2 Employee Hearings

Any non-probationary employee required to appear before an administrator, supervisor, or Board of Education, at which dismissal charges are to be discussed, shall be given forty-eight (48) hours prior written notice of the reasons for such meeting, and shall be entitled to have an Association representative present at the meeting.

Section 8.3 Suspension Pending Termination-

A non-probationary employee may be suspended with or without pay pending investigation of charges and/or pending termination proceedings if the Superintendent determines such suspension

is warranted. When such suspension shall be without pay, it shall not be considered prejudicial to the employee's case. In the event it is determined that such employee shall be reinstated with back pay, the employee shall receive back pay for the period of the suspension, or portion thereof, that is not sustained.

Section 8.4 Just Cause Dismissal and Discipline

After the probationary period, a bargaining unit employee may only be terminated or disciplined for just cause. The Employer recognizes the appropriateness of progressive discipline. Nothing in this policy shall be construed as prohibiting the District from bypassing any step-in cases of serious misconduct and/or conduct that endangers the safety of other staff or students.

Step by step, progressive discipline is defined;

1. Informal Verbal/Written Warning
2. Formal Written Warning
3. Final Written Warning/Suspension
4. Termination

ARTICLE 9 SENIORITY

Section 9.1 Definition

For the purposes of this Agreement, district seniority shall be divided into four (4) classifications: 1) Custodians/Maintenance Technician; 2) Building Secretaries; 3) Paraprofessionals; 4) Bilingual Translators.

District seniority within each classification shall be defined as an employee's continuous length of service in a position or positions covered by this Agreement. An employee with district seniority in one classification may not exercise such seniority in any other classification pursuant to any provisions of the Article, except when a classification has been eliminated and those employees reassigned from that classification would be subject to dismissal during a Reduction in Force. No seniority shall accrue during an unpaid leave of absence, however, authorized leaves of absence shall not affect accrued seniority nor break the continuous service record. A part-time employee shall accrue seniority at one-half the rate of full-time employees. Seniority may accrue in all classifications in which an employee has been employed.

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

Section 9.2 Resolving Identical Seniority Dates

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

Section 9.3 Notification

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

Section 9.4 Termination of Seniority

Seniority and the employment relationship shall be terminated when an employee:

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

ARTICLE 10

LAYOFF AND RECALL

Section 10.1 Layoff and Recalls

The Board of Education will bargain the impact of a Reduction in Force with the Association. If there are layoffs or decreases in the number of employees covered by this Agreement, the least senior employee(s) in the affected classification shall be laid off first. The Board reserves the right to determine in its sole discretion when layoffs shall be made. Notice of layoffs shall be delivered thirty (30) days before the end of the school year. School code 105 ILCS 5/10-23.5, further provides that a thirty (30) day notice is also required if the hours of an Educational Support Employee (ESP) are reduced as a result of a decision of the Board of Education to decrease the number of ESP employees or to discontinue some particular type of education support service, except that a reduction in hours due to an unforeseen reduction in the student population shall require at least five (5) days' notice before the hours are reduced. If an ESP employee is dismissed due to a Reduction in Force (RIF), the employee is entitled to recall to any vacancy from which the employee was dismissed, as well as any other category of position, within the bargaining unit, so far as he or she is qualified to hold the same. This section is subject to the statute and any legislative change thereof.

Section 10.2 Effects of Layoff

Employees who are laid off shall be placed on a recall list for a period of one year. If there is a recall, employees who are on the recall list shall be recalled according to district seniority with the most senior employee being recalled first, provided he/she is determined to possess the current skill, ability, and qualifications to perform the work in the job title to which they are recalled. An employee who declines a position offered during recall shall waive their rights to future recall. An employee who voluntarily accepts a position outside of the classification from which they were dismissed shall be placed at the bottom of the recall list should that position fail during the statutory period of recall, excluding employee acts of misconduct.

Employees who are eligible for recall shall be given a minimum of five (5) working days' notice of recall. The Board shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Personnel Office with his/her latest mailing address.

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

re-employment. To be eligible for recall, an honorably dismissed employee must provide to the Board, in writing, the address where the employee may be reached.

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

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

ARTICLE 11

PROBATION AND PROMOTIONS

Section 11.1 Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a minimum probationary period of ninety (90) work days. An evaluation will take place between the supervisor and probationary employee within 90 calendar days of hire and a second evaluation will occur no later than the end of the school year in which the employee was hired, absent extenuating circumstances. This evaluation will be completed using the District evaluation tool, following the evaluation procedure, outlined in Article 15, Employee Evaluations. During an employee's probationary period, the employee may be suspended, laid off, or terminated at the sole discretion of the Board without recourse to the grievance and arbitration procedure. The Administration may extend an employee's probationary period by an additional ninety (90) work days when deemed necessary in its sole discretion.

Section 11.2 Promotions, Vacancies and Transfers

The probationary period for a promoted employee or those who transfer or fill a vacancy in a position outside their current classification, shall be ninety (90) working days. The Administration may extend an employee's probationary period by an additional ninety (90) work days when deemed necessary in its sole discretion if the Board determines during said probationary period that the employee does not satisfy the needs of the new position, the employee shall be reassigned to his/her former position or an equivalent position at his/her former salary. If an employee is promoted or transfers or fills a vacancy outside of the collective bargaining agreement and remains employed with the District and that the employee does not satisfy the needs of the new position, the employee may be reassigned to his/her former position or an equivalent position at his/her former salary.

ARTICLE 12

VACANCIES AND TRANSFERS

Section 12.1 Definition of Vacancy

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

Section 12.2 Notice of Vacancies

All vacancies in any position covered by this Agreement shall be publicized through electronic means of communication and posted on the District website for five (5) days.

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

No member of the bargaining unit who meets the criteria set forth in a vacancy posting shall be denied an interview for that position, provided they express their written intent within the five (5) day posting period.

Section 12.3 Definition of Transfer

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

Section 12.4 Voluntary Requests for Transfer

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

Section 12.5 Involuntary Transfers

To the extent possible, when the Board deems it necessary to transfer or reassign employees within the building, district or classification; all volunteers will be considered first. If an explanation of the decision is requested in writing, it shall be provided by the administrator. In considering a transfer or reassignment of an employee, the skills, performance, needs of the student(s) and seniority shall be considered. The receiving, building administrator shall give the

transferred employee orientation and reasonable assistance to enable him/her to perform up to the standards of the new assignment. The decision to transfer shall not be subject to the grievance process.

Section 12.6 Job Placement Notification

All employees shall be notified of their placement for the following school year, ten (10) days before the last day of school. Tentative assignments and the placement of any employee can be changed at any time based on the needs of the District.

ARTICLE 13

HOURS OF WORK & OVERTIME

Section 13.1 Application of this Article

The purpose of this Article is to set forth the normal workday and the normal workweek, and to provide a basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work; provided, however, the Board shall not arbitrarily reduce hours of work during the fiscal year. Once an employee has been employed for the fiscal year, the Board shall not change, without the employee's consent, an employee's status as a full-time employee to a part-time employee. Notwithstanding the foregoing, where the Board determines that there is insufficient work during a fiscal year, the Board shall follow the procedure set forth in Article 10 (Layoff and Recall) rather than reducing employee hours without their consent unless the Board can demonstrate that reducing employee hours is more practicable.

Where the Board can so demonstrate, the hours of the least senior employee(s) in the affected job title(s) shall be reduced first as long as it is determined that the remaining employees in the affected job title(s) possess the current skill, ability and qualifications to perform the remaining work.

Section 13.2 Normal Hours of Work

Employees covered under this Agreement are hourly employees. The normal workday and the normal workweek for custodial employees shall not exceed eight (8) hours per day (exclusive of an unpaid lunch period) and forty (40) hours per week. When custodial employees make a request to work an extended day i.e. ten (10) hour shifts (not to exceed forty (40) hours per week) and it is deemed to be beneficial to the district operation, such request shall be approved on a trial basis. The district reserves the right to return the employee to an eight (8) hour shift. The approval shall not be precedential in responding to other like requests nor shall the district arbitrarily change the customary workday.

The normal workweek for secretaries shall not exceed seven and one-half (7-1/2) hours per day (exclusive of an unpaid lunch period) and thirty seven and one-half (37-1/2) hours per week.

The normal workday and the normal workweek for clerical employees and teacher aides and translators shall not exceed six and one-half (6-1/2) hours per day (exclusive of an unpaid lunch

period) and thirty-two and one-half (32-1/2) hours per week. When an employee is absent for part of the day, for reasons in accordance with the Sick Days provisions, the employee shall be charged in an amount rounded to the nearest full hour increment.

- Twelve month employees work 260 (261) days
- Paraprofessionals work 175 + 1 holiday
- Bilingual Interpreter Translators work 180 + 1 holiday
- Elementary school secretaries work 200 days + 1 holiday
- Middle school secretaries work 210 days + 1 holiday

Staff members are allowed a thirty (30) minute duty free lunch, unless staff members choose to accept a stipend position.

Section 13.3 Breaks

At the beginning of each school year, employees will meet with the principal or supervisor to schedule appropriate times for lunch or dinner. Employees shall be permitted to leave the building during any unpaid lunch or dinner break, provided the employee signs in and out in the building's main office. Employees receive paid breaks up to twenty (20) minutes in total per day. Twelve month employees receive two paid breaks of fifteen (15) minutes per day. Breaks may be attached to lunch as individual circumstances may dictate. Time clocks are used by custodians and maintenance personnel. It is expected that employees will not clock in any sooner than six (6) minutes before the start of their shift and no later than six (6) minutes after the end of their shift without authorization from the maintenance supervisor.

Section 13.4 Overtime

When an employee is assigned to work in excess of forty (40) hours in his/her workweek, such employee shall be paid 1.5 times the employee's straight time base hourly rate for each hour or portion thereof worked in excess of the applicable workweek. All overtime work must be approved by the employee's supervisor. Compensatory time may be awarded in lieu of overtime pay at the request of the employee in writing; however, any compensatory time so awarded must be used within the same pay period. For purposes of calculating overtime pay or compensatory time off, and employee's workweek begins at 12:00 a.m. (00:00) on Monday and ends at 11:59 p.m. (23:59) on the following Sunday.

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

The foregoing overtime provisions shall not be applicable where an employee performs any of the activities or assignment for which compensation is paid as set forth in Article 5, Paragraph D of the Agreement between the Association and the Board covering certificated personnel. Compensation for such activities or assignments shall be in accordance with the compensation for

the applicable activity or assignment set forth in Appendix "G" of the Agreement covering classroom teachers.

Section 13.5 Annual Notification

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

Section 13.6 Inclement Weather

When school is closed due to inclement weather, school year employees will not report for work and will add an additional day to their year's work schedule. Twelve-month employees unable to report to work, following direct discussion with their immediate supervisor, may arrange to make up the time within the same pay period or choose to use a personal day or vacation day if earned and available. In the event certified employees are released early because of inclement weather, employees covered by this Agreement shall also be permitted to leave work early without loss of pay, provided arrangements are made with the immediate supervisor to make up the time lost within the same pay period.

Section 13.7 Professional Responsibilities

MESP staff members shall be required to complete annual mandated professional development trainings (i.e. Sexual harassment, ethics, etc.) by the date established by the Superintendent or designee. Trainings may be completed at the staff members' discretion during in-service days, early release days, non-student attendance days, or dates designated by the District.

ARTICLE 14 EMPLOYEE LEAVES

Section 14.1 Sick Leave

Each employee eligible to participate in IMRF shall be entitled to thirteen (13) days sick leave per year. A sick day is the length of the day for that employee as outlined in Section 13.2 Normal Hours of Work. Sick leave shall be utilized in an amount rounded to the nearest full hour increment. Unused sick leave shall accumulate to 240 days. Sick leave shall be interpreted to mean personal illness, disability (including disability related to pregnancy and/or childbirth as certified by a physician), quarantine at home or serious illness in the immediate family or household. Immediate family shall mean the employee's spouse, mother (stepmother, mother-in-law), father, (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law) son, (stepson, son-in-law) grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), civil unions in accordance with the State of Illinois Civil Union Law and legal guardian.

A staff member who utilizes three (3) sick leave days consecutively shall furnish administration with medical documentation to return to work. The District has the right to request medical documentation from staff members and may exercise this right with staff members exhibiting a pattern of sick leave use. If the District requests a note before 3 consecutive days, the District will pay for said doctor visit to acquire a note.

To the extent that a staff member or his/her spouse, parent's or child's temporary illness or disability under this Section also qualifies as a "serious health condition" under the Family and Medical Leave Act, and to the extent the staff member is an "eligible employee" as defined under that Act, then any FMLA-qualifying absence under this Section shall also be construed as medical leave under the Family and Medical Leave Act.

Section 14.2 Bereavement Leave

In the event of a death in the immediate family, each staff member shall be entitled to three (3) bereavement leave days per school year without loss of pay. Bereavement leave days shall not roll into sick or personal leave days and shall not accumulate from year to year. If more than three (3) days of bereavement leave are necessary, a certified staff member may utilize sick or personal days in accordance with Section 105 ILCS 5/24-6 of Illinois School Code and with the approval of the Superintendent or designee. Immediate family is defined in Article 14 Section 14.1. Sick Leave. For purposes of bereavement leave only, the definition of "immediate family" includes individuals who stand in a significant relationship with the certified staff member.

Section 14.3 Jury Leave

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

Section 14.4 Definition of Day

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

Section 14.5 Physical Examinations

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

Section 14.6 Personal Business

Each full-time staff member shall accumulate one (1) day of personal leave per year, if a full-time staff member works twelve (12) months they will accumulate two (2) days of personal leave per year. Part-time staff who work a minimum of twenty (20) hours a week shall receive a prorated amount of personal leave per year based on their percentage of full time employment, rounded to the nearest half day or full day. Personal leave shall be utilized either as a half-day or full day increment. If a staff member resigns or is terminated from the District, their personal leave days will be prorated based on the length of service for that school year. If that staff member used more personal leave than earned, they owe that amount back to the District. Unused personal leave shall accumulate as sick leave each year. Personal leave is granted to staff members for the specific purpose of conducting business or for compelling matters which cannot reasonably be accomplished outside school hours and which require the staff member to be present.

Personal leave must be submitted at least two (2) school days prior to the date of proposed absence to the Superintendent or designee and shall include enough information to permit a determination but not cause undue embarrassment to the staff member. Personal leave shall be deemed approved if not disapproved within two (2) school days of being submitted. An emergency application shall set forth the nature of the emergency. The first three (3) days and the last day of employment and the day preceding or following a legal holiday, vacation, or school recess, shall not be available for personal leave except in the case of emergency or for observance of a recognized religious holiday of the staff member's faith. Personal leave may be used to attend funeral services for family outside of immediate or household, former staff members and students.

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

Section 14.7 Unpaid Leave

The Board may grant a leave of absence without pay or benefits to non-probationary employees for any purpose the Board deems appropriate and beneficial to the School District for a period of up to one (1) school year. Such leave may be conditioned in such a manner as the Board may elect. The granting or withholding of such leave of absence shall be within the sole discretion of the Board and shall be non-precedential with respect to any other request for such leave by such employee or by another employee. The member shall be returned to the same or equivalent position for which the member is properly certified/qualified. Seniority does not accrue during an Unpaid Leave of Absence.

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

- C. Notification of Return from Leave: Before returning to work from a leave, the staff member must submit documentation from their health care provider that he/she is able to return to work. Failure to provide the documentation may result in the denial or delay of return to work. If the staff member is medically released to return to work earlier than expected (or if on non-medical leave, desiring to return sooner than expected), the staff member must give the District the earliest practical notice of the expected return date.

If the staff member anticipates the need to extend a leave, he/she must request an extension at least two (2) weeks before the expiration of the authorized leave period. If the need for extension is not foreseeable, the staff member must give the earliest practical notice.

Upon returning from an approved leave of absence, the staff member will be returned to the same or equivalent position in the District with no loss in benefits that accrued before the leave began.

Section 14.8 Military Leave

The District will observe all statutory rights of staff members who are or were members or enlistees of the armed service, the reserve of any armed service or a member of the National Guard.

Section 14.9 Family Medical Leave Act (FMLA)

The Family Medical Leave Act (FMLA) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a 12-month period for the birth/foster care or adoption of a newborn; the serious health condition of the employee or employee's immediate family member; or certain qualifying military leave events.

ARTICLE 15 EMPLOYEE EVALUATIONS

Section 15.1 Purpose of Evaluations

MESP employees shall be evaluated annually by their building administration, department supervisor, or in tandem. The building administration may seek the input from the employee's partner teacher in the classroom in preparing the evaluation.

Section 15.2 Notification of Evaluation Process

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

Section 15.3 Uniformity of Evaluations

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

Section 15.4 Evaluation Process

A probationary employee shall be evaluated in accordance with Section 11.1. Evaluation of performance requires building administration or department supervisor to have direct knowledge of and contact with the employee being evaluated in addition to sufficient documentation to support the evaluation. The evaluation process allows the employee to be fully aware of performance expectations.

Section 15.5 Post Evaluation

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

ARTICLE 16 HOLIDAYS

Section 16.1 Designation of Holidays

The following days shall be observed as holidays without loss of pay for full-time, twelve (12) month employees:

New Year's Day	New Year's Eve	Election Day *
Martin Luther King Day	Memorial Day	Thanksgiving Day
President's Day	4th of July	Day After Thanksgiving
Good Friday	Labor Day	
Columbus Day	Christmas Day	
Christmas Eve	Juneteenth	

If the district elects not to observe a holiday in Section 16.1: As an example, Good Friday, and students are in attendance and therefore it is a regular work day, the employee will be granted a floating paid holiday upon approval by their immediate supervisor to be taken during the current fiscal year. Should multiple employees request the same floating holiday and granting all their requests would negatively impact the operations of the districts approval will be granted based on seniority. Should any of the holidays in Section 16.1 be observed and students are not in attendance, time off will revert back to that holiday. If an official act by the legislature add/delete a holiday, the holiday shall be added/deleted from the holidays listed in Section 16.1.

* Only observed on years in which it is a general election year and is observed under Illinois School Code.

Section 16.2 Eligibility Requirements

In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday; provided, however, an employee shall be deemed to have worked for the purpose of these eligibility requirements if he/she is on paid vacation or personal day, or is absent due to long-term sickness (defined as sickness lasting five or more consecutive working days). Individuals on an approved leave of absence, FMLA or worker's compensation shall not be compensated for a paid holiday.

Section 16.3 Holiday Pay

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

Section 16.4 Day of Non-Attendance

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

ARTICLE 17 VACATIONS

Section 17.1 Amount of Vacation

Vacation leave days shall only be available for full-time twelve month positions. Each eligible twelve-month, full-time employee shall be credited with vacation days for the fiscal year (July 1 through June 30) in accordance with the following schedule: Full-time staff shall receive a prorated amount of vacation leave days per year based on their hire date, rounded to the nearest half day or full day.

Employees serving in fulltime twelve-month positions are entitled to paid vacation benefits as follows:

- One (1) year to four (4) years of service will receive 10 vacation days.
- On the start of their fifth (5th) year of service will receive 15 vacation days. A year of service is a minimum of 120 work days.
- On the start of their fifteenth (15) year of service will receive 20 vacation days. A year of service is a minimum of 120 days.

Section 17.2 Vacation Scheduling

Vacation leave shall be taken at times that may be mutually agreed to by both the full-time employee and his/her immediate supervisor. A total of five (5) vacation days not used at the end of the fiscal year will roll over to the following fiscal year. Any unused vacation days shall not accumulate beyond the five (5) days that can rollover and shall not be compensated. Vacation requests shall be provided with one (1) week notice to the supervisor, except for extenuating circumstances. Approval/disapproval of vacation requests shall be provided within seventy-two (72) hours of initial request.

Section 17.3 Vacation Pay Upon Termination

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

ARTICLE 18 INSURANCE

Section 18.1 Term. Life and ADD

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

Section 18.2 Group Hospitalization, Major Medical, Dental & Vision Insurance

The District shall provide single and family coverage for medical, vision, life and dental insurance to full time employees electing such coverage during the term of this Agreement. Employee monthly contributions for electing insurance coverage shall be on the same terms of employees in the MEEA bargaining unit for health, vision, and dental insurance. The Board shall have the right

to select and to change insurance plans, carriers and coverages provided, and to institute cost containment measures.

Section 18.3 Insurance Committee

MESP shall be part of the district's insurance committee composed of representatives of all stakeholders in the district. This committee will meet when necessary to examine health insurance and make recommendations to the board. The board shall have the right to select and to change insurance plans, carriers and coverages provided and to institute cost containment measures and will make any final decisions on insurance.

Section 18.4 Disability Insurance Deduction

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

ARTICLE 19 SALARIES

Section 19.1 Wage Rates

Effective July 1, 2022, employees covered by this Agreement who are employed on the date this Agreement is ratified by both parties shall be paid in accordance with Appendix A for the 2022-2023 school year, and shall receive a 3.75% increase per year for each of the following four (4) school years. All other employees will be paid in accordance with the applicable wage rates set forth in Appendix A.

Any new employee hired by the District shall be paid the minimum hourly rate of pay as designated in Appendix A, unless the District gives the employee credit for prior experience. Compensation for such credit shall not exceed the rate of an employee in the same category with the same years of experience, unless the new employee has special or unique qualifications. The Association will be notified of such instances.

Section 19.2 Basis of Payment (Pay Days)

Twelve-month, full-time employees shall be paid on the basis of 24 pay periods. School year employees shall have the option of receiving equal salary payments over twelve months (24 pay days), eleven months (22 pay days), or ten months (20 pay days). Except for school year employees who have elected to spread their pay, all wages will be paid no later than 13 days after the end of the pay period earned. Pay dates shall be on the first (1st) and fifteenth (15th) of every month or the last business day prior to such dates if they fall on a holiday or weekend. If employees wish to change the option, they must notify the payroll department by July 1. Overtime pay will be included on the next available pay period following hours worked.

Section 19.3 Attendance Incentive

Current MESP employees shall be eligible for an attendance bonus that will be paid out at the conclusion of the school year for employees who miss zero (0) days based on the time frames below with the exception of the approved use of bereavement, personal, and vacation days. This incentive is available for the months of September through May for full time employees who work less than twelve (12) months). For employees who work 12 months, this incentive is available for July through June. If an employee is on a leave of absence, on disability, or no longer employed with the District prior to the conclusion of the school year they will not be eligible for the attendance incentive.

	September - November	December - February	March - May	NA	Perfect Attendance Bonus	Total Attendance Bonus Possible
9/10 Month Employee	\$50	\$50	\$50	NA	\$100	\$250
12 Month Employee	\$50	\$50	\$50	\$50	\$100	\$300
	July - September	October - December	January - March	April - June		

Section 19.4 Wellness Screening

The Board will provide flu inoculations to staff at no cost. Employees who participate in the district's health insurance plan shall be compensated with a one-time payment for participation in the wellness screening each school year by the first pay period in April of that school year as directed below. If two (2) District staff members are married, only one staff member is required to complete the wellness screening. Information as to time and location of screening will be announced.

- Single Coverage - \$150
- Single Plus Spouse or Single Plus Child/ren Coverage - \$200
- Family Coverage - \$300

Section 19.5 Tuition Reimbursement

Members of the Association shall be reimbursed, per semester hour, for the actual tuition cost, excluding fees, at the McHenry County College rate, upon successful completion of a course. In order to qualify for tuition reimbursement, employees shall present a B grade or above, or a "pass" in a pass/fail course. Such courses or Degree program must receive prior approval by the Superintendent or designee. Payment for costs of tuition shall be made upon presentation of evidence of successful completion of the course and evidence of payment of the tuition in the form of a paid receipt or other document showing the tuition cost and payment. The granting or denying of approval of such courses shall not be deemed precedential to other applications for tuition reimbursement. Remuneration will be given for a maximum of 18 semester hours per year; for courses completed September 1st to August 31st. Transcripts not received within 60 days

of completion of the coursework, will not qualify for tuition reimbursement without sufficient documentation from the university explaining the delay.

Section 19.6 Retirement

When the employee is fully vested and qualifies for a pension in accordance with the Illinois Retirement Fund (IMRF) and has worked for District 15 for ten (10) years when they retire and submits in writing to the Board, a non-rescindable notice of intent to retire to the Director of Human Resources prior to June 1st, the employee shall receive a 6% annual increase in salary for up to the last four (4) years of service. Support staff on the retirement track may still work their current or comparable extra duty stipends that they worked the school year prior to beginning the retirement track but shall not be eligible for any additional extra duty stipends. Support staff on the retirement track may internally substitute if eligible but may not exceed their internal subbing wages they received the school year prior to beginning the retirement track.

The Board shall pay the June, July, and August group single health and dental insurance premiums in accordance with paragraphs 1 and 2 of this section for all classified staff members who have worked a full school year and who retire after giving proper notice.

Employees, who retire in good standing after working at least ten (10) years of full time employment with School District 15, and who are fully vested and immediately qualify for a pension with IMRF, shall receive a one-time payment in an amount equal to \$200 for each year of full time employment with the District. For purposes of this paragraph, a year of full time employment means a year in which the employee worked at least 120 days. Longevity payments made pursuant to this paragraph shall be paid after the first calendar month after termination of employment and filing for a pension, so as to avoid any penalties or accelerated payments assessed by IMRF. No payment will be made pursuant to this paragraph that would cause any penalty or accelerated payment to the District.

Section 19.7 Extra Duty

A. Extra Duty Stipend Schedule

Members of the Association may accept an extra duty stipend outside of their normal duties if no certified personnel have accepted the stipend and members shall be paid in accordance with the stipend schedule for certified personnel. Building specific, extra-duty positions shall be made known to building employees. The building principal shall have the right of assignment.

B. Differential Pay

Any bargaining unit employee who is assigned duties outside the scope of his/her current classification, for a time frame of one-half work day or more, by the building administrator or designee (i.e., paraprofessional to secretary) shall be paid a non-stipend, hourly differential of \$4.00 per hour, in addition to the employee's hourly wage.

ARTICLE 20

PRECEDENCE OF AGREEMENT

Section 20.1 Precedence

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

ARTICLE 21

ENTIRE AGREEMENT

Section 21.1 Agreement

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

ARTICLE 22

SEPARABILITY

Section 22.1 Separability

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

ARTICLE 23

NO STRIKE AND NO LOCKOUT

Section 23.1 No Strike

During the term of this Agreement, neither the Association, any person acting on behalf of the Association, nor any employee covered by this Agreement shall engage in, authorize or instigate a strike of any kind, including a sympathy strike, or any other intentional interruption of the operations of the District.

Section 23.2 No Lockout

During the term of this Agreement, the Board shall not lock out any employees covered by this Agreement as a result of a labor dispute involving this bargaining unit.

ARTICLE 24

TERM OF AGREEMENT

Section 24.1 Terms

This Agreement shall be effective as of the 1st day of July, 2022 and shall remain in full force and effect until June 30, 2027. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto and any individual(s) they represent. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment executed in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have
hereunto set their hands this 9th day of August, 2022.



PRESIDENT MCHENRY EDUCATIONAL
SUPPORT PERSONNEL, IEA-NEA



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

Appendix A

Salary Schedule for newly hired MESP members for 2022-2027 Starting Salaries for Each Classification

Starting Rate	22-23	23-24	24-25	25-26	26-27
Secretaries	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
Paraprofessional	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
Bilingual Translator	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
Custodian	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
Grounds/ Head Custodian	\$17.05	\$17.60	\$18.15	\$18.70	\$19.25
Maintenance Technician	\$20.00	\$20.50	\$21.00	\$21.50	\$22.00

One Time Adjustment for the 2022-2023 School Year

1. Current MESP employees will receive the one-time adjustment added to their 21/22 hourly rate.
2. Current MESP employees will then receive the 4% increase after the one-time adjustment.
3. If after the one-time adjustment and the 4% increase are applied and if the current MESP employees hourly rate is still below the new 2022/2023 starting rate, they will be placed at the starting rate plus an additional \$0.25.

One - Time Salary Adjustment for 2022 - 2023 School Year	
1-3 Years	\$ 0.75
4-6 Years	\$ 1.00
7-9 Years	\$ 1.25
10+ Years	\$ 1.50

Prior Experience

Any new employee hired by the District shall be paid the minimum hourly rate of pay as designated in Appendix A unless the District gives the employee credit for prior experience. Compensation for such credit shall not exceed the rate of an employee in the same category with the same years of experience, unless the new employee has special or unique qualifications. The Association will be notified of such instances.

Differentials

A. Head and Grounds Custodian

In addition to any salaries paid, the Head Custodian and grounds custodians in each building shall be paid a differential of 10% of his/her total salary as a custodian.

B. Night Custodian

A night/Mid shift custodian, who is required by administration to work as a head custodian or grounds custodian, shall receive a 10% differential in hourly pay.

C. On Call

Maintenance Technicians who are “on call” will receive \$100.00 in addition to their regularly earned salary for that “on call” week which will not be diminished by short week hours. Should an “on-call” employee be required to report to a building after hours, there will be a minimum two-hour compensation guarantee.

D. Toileting/Diapering Duty

Paraprofessionals who regularly perform toileting and/or diapering duties will be paid an additional \$0.65 per hour to perform these duties. Paraprofessionals who transition out of these roles voluntarily or involuntarily will no longer receive this additional compensation.

E. Certified Translator

Under the collectively bargained agreement, certified translators will be recognized as translators under Article 2, Section 2.1. Certified Translators will be hired at the salary currently negotiated for translators per the collectively bargained agreement and shall receive an additional \$4 per hour for differential pay as outlined in Article 19, Section 19.7, B for all of their hourly work. Certified translators will follow all provisions as bargained under the MESP collectively bargained agreement.

MEMORANDUM OF AGREEMENT ("MOA")

This Memorandum of Agreement (hereinafter, the "Agreement") is made this 11th day of August, by and among the MCHENRY EDUCATION SUPPORT PERSONNEL, IEA-NEA, (hereinafter the "MESP"), and the BOARD OF EDUCATION MCHENRY COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15, (hereinafter, the "Employer").

WHEREAS, the Employer and the MESP are parties to a collective bargaining agreement that extends through June 30, 2027 (the "Contract"); and,

WHEREAS, the Contract provides language all regularly employed all full and part-time educational support professionals who work at least twenty (20) hours a week, including: Custodians, Grounds, Secretarial and Clerical employees, Teacher Aides, and Translators, maintenance technicians, but does not set forth language for newly organized additional positions titled Food Service, Food Service Substitutes and Food Service Leads; and,

WHEREAS, the parties have discussed the issue in good faith and reached agreement as set forth herein; and,

WHEREAS, the parties desire to formally memorialize their agreement with respect to the wages, hours, and terms of employment to Food Service; and,

WHEREAS, the parties acknowledge that this document is an addition to the current contract which expires on June 30, 2027, and that all provisions of the current contract are applicable to Food Service commencing in the 2026-2027 contractual year.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by and among the parties as follows:

1. The language set forth below, as additional provisions of this Agreement, shall for all purposes be considered part of the Contract:

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ARTICLE 2

Recognition

Section 2.1 Recognition

The Board recognizes the McHenry Education Support Personnel (MESP), IEA-NEA hereinafter referred to as the ("Association") as the exclusive bargaining agent with respect to wages, hours, terms and conditions of employment for all regularly employed full and part-time educational support professionals who work at least twenty (20) hours a week, including: custodians and grounds employees, secretaries and clerical employees, teacher aides, translators, maintenance technicians, food service subs, food service and food service lead. Specifically excluded from the bargaining unit are: all other classified employees and all licensed/certified teachers, the building plant manager, all playground aides, all transportation secretaries and administrative assistants, all receptionists, secretary/administrative assistant to the Superintendent, secretary/administrative assistant to the Director of Special Education, secretary/administrative assistant to the Assistant Superintendent/Operations Services, secretary/administrative assistant to the Assistant Superintendent/Educational Services, the accounts payable coordinator, the payroll accountant, all administrative assistants to District Directors, all employees who are regularly scheduled to work less than (20) hours per week, all supervisors, administrators, managers, confidential and short-term employees as defined by the Illinois Educational Labor Relations Act, and all other employees of McHenry Community Consolidated District No. 15.

ARTICLE 6

EMPLOYEE RIGHTS

Section 6.8 Food Service Uniforms

The Board shall annually provide clothing/uniforms for food service employees.

ARTICLE 9

SENIORITY

Section 9.1 Definition

For the purposes of this Agreement, district seniority shall be divided into five (5) classifications: 1) Custodians/Maintenance Technician; 2) Building Secretaries; 3) Paraprofessionals; 4) Bilingual Translators; 5) Food Service

District seniority within each classification shall be defined as an employee's continuous length of service in a position or positions covered by this Agreement. An employee with district seniority in one classification may not exercise such seniority in any other classification pursuant to any provisions of the Article, except when a classification has been eliminated and those employees reassigned from that classification would be subject to dismissal during a Reduction in Force. No seniority shall accrue during an unpaid leave of absence, however, authorized leaves of absence

shall not affect accrued seniority nor break the continuous service record. A part-time employee shall accrue seniority at one-half the rate of full-time employees. Seniority may accrue in all classifications in which an employee has been employed.

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

ARTICLE 13

HOURS OF WORK & OVERTIME

Section 13.2 Normal Hours of Work

Employees covered under this Agreement are hourly employees. The normal workday and the normal workweek for custodial employees shall not exceed eight (8) hours per day (exclusive of an unpaid lunch period) and forty (40) hours per week. When custodial employees make a request to work an extended day i.e. ten (10) hour shifts (not to exceed forty (40) hours per week) and it is deemed to be beneficial to the district operation, such request shall be approved on a trial basis. The district reserves the right to return the employee to an eight (8) hour shift. The approval shall not be precedential in responding to other like requests nor shall the district arbitrarily change the customary workday.

The normal workweek for secretaries shall not exceed seven and one-half (7-1/2) hours per day (exclusive of an unpaid lunch period) and thirty-seven and one-half (37-1/2) hours per week. The normal workday and the normal workweek for clerical employees and teacher aides and translators shall not exceed six and one-half (6-1/2) hours per day (exclusive of an unpaid lunch period) and thirty-two and one-half (32-1/2) hours per week. When an employee is absent for part of the day, for reasons in accordance with the Sick Days provisions, the employee shall be charged in an amount rounded to the nearest full hour increment.

The normal workday and the normal workweek for food service employees shall be set by the Director of Food Service. The Director of Food Service will not arbitrarily change employee working hours. Food service employees who work 7.5 hours a day receive an unpaid 30-minute lunch period. When an employee is absent for part of the day, for reasons in accordance with the Sick Days provisions, the employee shall be charged an amount rounded to the nearest full hour increment.

- Twelve month employees work 260 (261) days
- Paraprofessionals work 175 + 1 holiday
- Bilingual Interpreter Translators work 180 + 1 holiday
- Elementary school secretaries work 200 days + 1 holiday
- Middle school secretaries work 210 days + 1 holiday
- Food Service works a minimum of 175 days + 1 holiday

Staff members are allowed a thirty (30) minute duty free lunch, unless staff members choose to accept a stipend position.

ARTICLE 19 SALARIES

Appendix A

Salary Schedule for newly hired MESP members for 2022-2027
Starting Salaries for Each Classification Starting Rate

Starting Rate	26-27
Secretaries	\$17.50
Paraprofessional	\$17.50
Bilingual Translator	\$17.50
Custodian	\$17.50
Grounds/Head Custodian	\$19.25
Maintenance Technician	\$22.00
Food Service	\$16.50

A. Food Service Wages Rates 2026-2027:

A one-time longevity service equity adjustment retroactive beginning July 1, 2026, will be provided to all current Food Service employees who were employed prior to July 1, 2026 who are not on the retirement track as outlined in Section 19.6. This one-time adjustment will be based on the fiscal years of service completed as of July 1, 2026, and will be applied prior to the annual increase outlined below for the 2026-2027 school year only. (i.e. Employee X, hired in fiscal year 23-24 on January 1, 2024, will receive two (2) years of service credit) No current Employee will make less than any new hire with the same years of experience.

<u>Years of Service</u>	<u>Rate</u>
1-3 Years	\$0.25
4-9 Years	\$0.50
10+ Years	\$0.75

B. Food Service Annual increase for 2026-2027

Food Service employees who are not on the retirement track as outlined in Section 19.6, will receive a 4% wage increase for 2026/2027.

Differentials

F. Food Service Lead

In addition to any salaries paid, the Food Service Lead in each building, who are not on the retirement track as outlined in Section 19.6, shall be paid a stipend of \$2.50 per hour. Stipend shall be applied retro beginning January 1, 2026. (The 10% differential they have been receiving will need to be backed out then the \$2.50 per hour stipend will be added on top). Employees who are currently on the retirement track, as defined in Section 19.6, will continue to receive the 10% differential.

G. Food Manager Certification

The Board will reimburse fees related to food manager certification and recertification classes, including the cost of state licenses and renewals. Food Service Leads must maintain their Food Protection Manager Certification.

2. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.
3. This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original, and shall be effective on the date on which it is signed by the last party to sign below.
4. The parties agree that the provisions of this Agreement are severable, and if any part is found unenforceable the other parts shall remain fully valid and enforceable to the extent compatible with the intent of the original Contract.

This Agreement signed this 11th day of August, 2026.

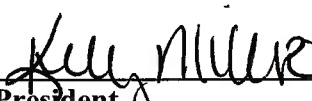
In witness thereof;

For Board of Education, McHenry
Community Consolidated School
District #15



President

For McHenry Education Support
Personnel (MESP) IEA-NEA



President