

WESCLIN COMMUNITY UNIT SCHOOL DISTRICT #3

EDUCATIONAL SUPPORT PERSONNEL CONTRACT

2018-2019

2019-2020

2020-2021

Article 1 - Recognition

- 1.1. The Board of Education of the Wesclin Community Unit School District #3, Clinton and St. Clair Counties, Illinois, hereafter referred to as "Board", hereby recognizes the Wesclin ESP Association-IEA-NEA, hereinafter referred to as "Association", as the sole and exclusive collective bargaining representative for all full and part-time aides, building clerks, health aides, and reading assistants, excluding all managerial, supervisory, confidential and short-term employees as defined by the Illinois Educational Labor Relations Act.
- 1.2. Full time educational support personnel are those educational support personnel who are assigned to work a minimum of five (5) hours or more per day. Any educational support personnel who works less than five (5) hours per day shall be considered part-time.
- 1.3. As used herein, the term "educational support personnel" shall refer to any person included in this bargaining unit as defined in section 1.1

Article 2 - Negotiations Procedures

- 2.1 The Association shall present the Board with a demand to bargain no later than March 1 of the year the current contract expires. Each party is permitted to select three (3) of their representatives for the purpose of negotiating contract agreements. All negotiations shall be scheduled at times and places as to best accommodate the bargaining members of both teams, but shall be held during educational support personnel non-working hours.
- 2.2 The initial proposal by the Association shall be given to the Board negotiating members at the first negotiation meeting. The Board shall respond at the next negotiation meeting with their response to the initial proposal. No additional items shall be introduced after the second meeting unless mutually agreed to by the parties.
- 2.3 It is agreed that if either party of this agreement calls for mediation, the parties will jointly request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. At the conclusion of negotiations, the Board shall provide each educational support personnel with a copy of the agreement without charge to the Association.

Article 3 - Grievance Procedure

- 3.1 Definition A grievance shall mean any claim by an educational support personnel or the association that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.
- 3.2 Time Limits No grievance shall be entertained or processed unless it is submitted within 20 days after the act or condition giving rise to the grievance or grievant's knowledge of such act or condition or within 20 days of the time the grievant should have known of such event. All time limits shall consist of days the administration offices are scheduled to be open, except that when the act or condition giving rise to the grievance occurs during the educational support personnel's summer recess period, the time limits shall consist of educational support personnel work days. Time limits may be extended only by mutual agreement.
- 3.3 Procedures The parties acknowledge that it is expected that an educational support personnel and his immediately involved supervisor attempt to resolve the problem through free and informal communication. If, however, the informal process fails to satisfy the educational support personnel, a grievance may proceed as follows:
- Step 1 - The grievant shall present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within 10 days after receipt of the grievance. The written grievance shall identify the grievant, summarize relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy requested. Within 10 days of the meeting, the grievant and the Association shall be provided the supervisor's written response.
- Step 2 - If the grievance is not resolved in Step 1, the grievant may appeal the grievance to the superintendent or his designee within 10 days after the receipt of the Step 1 answer. The superintendent shall arrange with the grievant or Association representative for a meeting to take place within 10 days of the receipt of the appeal. Within 10 days after the meeting, the grievant and the Association shall be provided with the superintendent's written response, including reasons for the decision.
- Step 3 - If the grievant is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance within 20 days to binding arbitration. The grievance shall be submitted to the American Arbitration Association and shall be administered by the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules.
- If a demand for arbitration is not filed within 20 days of the date of the Step 2 answer, then the grievance shall be considered withdrawn.
- 3.4 Authority of Arbitrator The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, subtract from or change the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing and shall have no authority to make any decision on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying applicable laws and regulations.
- 3.5 Bypassing steps If the superintendent and the grievant mutually agree, any step of the grievance procedure may be by-passed.
- 3.6 Class Grievance Class grievances involving one or more educational support personnel or one or more supervisors and grievances involving an administrator at the building level may be initially filed at Step 2.

- 3.7 Released time In the event an educational support personnel is required to attend a step meeting or arbitration hearing as provided in Section 3.3 above, such individuals may then be released from their regular assignment without loss of pay or benefits, provided they receive prior approval from the superintendent. The superintendent's approval of any such released time shall be entirely discretionary and non-precedential.
- 3.8 Grievance withdrawal Grievances may be withdrawn by the grievant or the Association at any step of the grievance procedure without establishing a precedent. Grievances not appealed within the designated time limits shall preclude further appeal, provided there has been no mutual agreement of extension. If the employer's written decision has not been rendered within the time limits, the grievant shall be automatically advanced to the next step.
- 3.9 Arbitration costs Each party shall bear the full cost for its representation in the arbitration. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties. Upon request, each party shall provide written evidence that their share of the payment to the arbitrator and American Arbitration Association expenses has been paid.

If either party requests a transcript of the proceedings, that party shall bear the full cost for a transcript. The parties may agree to share the cost of all transcripts of an arbitration hearing, including that furnished to the arbitrator. If only one party requests postponement of an arbitration hearing, that party shall bear the full cost of such postponement.

Article 4 - Educational support personnel rights

- 4.1 When an educational support personnel is required to appear before the Board or the Administration concerning any matter, which could adversely affect his/her employment, the educational support personnel shall be entitled to have a union representative of his/her choosing at the meeting.
- 4.2 Educational support personnel defined in Article 1 shall have the right to organize and join the Association and to participate in negotiations with the Board or its designee through representatives of their own choosing. It is also agreed that educational support personnel have the right not to join the Association.
- 4.3 The Board shall provide a copy of its policy manual at each attendance center for review by educational support personnel.
- 4.4 All newly created positions and other vacancies shall be posted on a designated bulletin board in each building for ten (10) days prior to action by the Board to fill the vacancy. The notice shall contain a description of the position, type of work, location, start date, requirements of the job and the deadline for the educational support personnel to indicate interest in the position. Such notice shall not preclude changes by the employer with respect to any of the aforementioned items as contained in the notice as long as such changes are not contrary to the collective bargaining agreement. A copy of the notice shall be mailed to the Association President. Vacancy notices do not apply to reassignment due to RIF or recall. After final recall of educational support personnel, notice of any additional vacancy shall be sent to the most senior educational support personnel on layoff status until the position is filled
- 4.5 Transfers within the district shall be determined by the Board. In the event of a transfer, seniority credit shall follow the educational support personnel.
- 4.6 All educational support personnel covered by this agreement shall be given written notice of their initial assignment ten (10) days prior to the beginning of each school year. Such notice shall include location(s), general schedule, name of supervisor, job description, and a listing of probable clients [where applicable] to the extent known.
- 4.7 Hepatitis B inoculations shall be provided on a voluntary basis to the educational support personnel at no cost.

Article 5 - Association rights

- 5.1 The President of the ESP shall be mailed notice of Board meetings at the same time the Board members are so notified. A copy of the tentative agenda shall be included.
- 5.2 One copy of the open Board minutes shall be provided to the ESP President within ten days of approval.
- 5.3 The Association shall be entitled to send representatives to regional, state, or national conferences. Three (3) days aggregate of Association Leave will be granted per school year and any unused Association days may not accumulate from year to year. No more than two (2) educational support personnel may use Association leave on the same day. The Association shall notify the Superintendent at least five (5) days prior to the use of Association Leave.
- 5.4 Any educational support personnel who is a member of the ESP Association shall be eligible for payroll deduction of membership dues. Proper written authorization shall be prepared by the Association and submitted to the business office. Such authorization shall be submitted annually. The Board shall deduct an amount equal to 1/8 of the membership dues during October, November, December, January, February, March, April and May. The check shall be prepared and remitted to the Association within ten days of the end of each month. Educational support personnel employed after the October payroll is prepared shall make payment for dues directly to the Association.
- 5.5 The Association shall have the right to hold meetings of its membership before or after school and on school district property, provided that such meetings in no way interferes with any aspect of the total instructional program and/or any other previously scheduled activities. If such meetings require additional maintenance, custodial or other expenses related to use, the Association shall pay the cost of the service provided. The Association shall have the right to use duplication equipment and agrees to pay the cost of materials for the operation of such equipment.
- The Association must provide notice to the Principal of its request to utilize school facilities and/or equipment at least 1 day prior to the date of the meeting. Notification shall be given as soon as possible in the event of an emergency.
- 5.6 Representatives of the Association shall be permitted to conduct Association business on school property as long as they notify the building principal upon entry in the building and as long as they conduct their business without interfering with the instructional process. Union business shall be conducted on the educational support personnel's time not company time.
- 5.7 The Association may use the district mail service for distribution purposes.

Article 6 - Working Conditions

6.1 Educational support personnel shall be provided a fifteen minute break for every four consecutive hours of work. The initial assignment shall be consecutive hours. Educational support personnel working 5 or more consecutive hours during a workday shall be provided a duty free lunch of no less than thirty minutes.

6.2 Early dismissal - On early dismissal days, which are a result of emergencies (snow, heat, fire, flooding, etc.), educational support personnel shall not suffer a reduction in wages for the early dismissal of the workday.

For scheduled registration, summer school and early dismissal days, each principal shall establish the work and/or release schedule for the educational support personnel he/she supervises. If the work requires special skills specific to a position, the principal will assign the extra hours to the aide in that position. Should extra hours of general skill work be required on these days, the principal will assign the extra hours to the ESP under his/her supervision who has the most seniority. The ESP may refuse the additional hours in which case the principal will assign the hours to the next most senior ESP under his/her supervision. Education support personnel shall be given reasonable advance notice of such work and/or release schedule.

6.3 District discipline procedures and methods educational support personnel are expected to use shall be in accordance with 105ILCS 5/24-24 and district policy.

6.4 When possible, two staff members will be present for toileting/changing students. If a student is required to be toileted/changed a staff member cannot refuse to change the student or assist; however, they cannot be required to toilet the student by themselves.

Article 7 Evaluation

- 7.1 While evaluation of educational support personnel is a continuous and an ongoing process, educational support personnel shall be formally evaluated at least once a year. Teacher input may be solicited to assist with the evaluation of an educational support personnel performance.
- 7.2 The building principal shall conduct an orientation to inform the teacher educational support personnel of the evaluation procedure, standards and instruments to be used in the evaluation.
- 7.3 Within ten days of the written evaluation, an evaluation conference shall be held with the educational support personnel. In no case shall the educational support personnel's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation, only that it has been reviewed and discussed. A copy of the evaluation shall be made available to the educational support personnel at the conference. Educational support personnel may submit additional written comments to the formal evaluation if they so desire.
- 7.4 All probationary educational support personnel will be evaluated a minimum of two times during the probationary period.

Article 8 – Leaves

8.1 Sick Leave

Each educational support personnel are entitled to thirteen days of sick leave per year without loss of pay. For the purpose of this article, days shall be defined as the number of hours worked per day.

Sick leave shall be interpreted as personal illness, quarantine at home, or serious illness or death in the immediate family. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Sick leave must be taken in no less than half-day increments.

Sick leave may be accumulated to no more than 180 days, except sick leave for IMRF retirement purposes which may be accumulated to 240 days.

After three days of continuous absence or, if the Board has reason to suspect abuse, the Board may require a physician's statement as proof of illness or fitness to work.

Any abuse of sick leave may result in dismissal. The Board, at its own expense, may require the educational support personnel to see a doctor chosen by the Board.

Educational support personnel employed after the opening of the school term shall be given one day of sick leave per full month employed.

8.2 Personal Business Leave

During the first year of employment, each full-time educational support personnel shall have one personal business leave day per school year and three personal business leave days each year after that. Unused personal leave will be converted to accumulated sick leave annually.

Personal business leave days must be requested 3 days in advance and will be granted only when the business to be conducted cannot be handled outside the educational support personnel work day.

No personal leave days may be used immediately before or after a holiday, school vacation or during the first two weeks or the last two weeks of the school year unless prior approval has been granted by the Superintendent.

Personal business leave days may only be taken in no less than 1/2-day increments.

8.3 Professional Leave

Educational support personnel may request up to two (2) professional leave days without loss of pay to:

- A. Attend a conference, workshop, institute or inservice seminar related to the educational support personnel's assigned subject area.
- B. Visit other schools, view instructional techniques or programs, view new classroom or related equipment, or observe exemplary programs.

If educational support personnel request professional leave, a request form shall be filled out by the educational support personnel. Prior approval of the administration is required for professional leave. Professional leave days may not accumulate beyond the school year.

8.4 Jury Duty

The Board shall pay the regular salary to educational support personnel, who during the regular school term are called to serve as jurors or subpoenaed to testify at any administrative or court proceedings in which they are not a party to the proceedings. The educational support personnel shall remit to the District the per diem fee received as a result of jury duty or being subpoenaed. The educational support personnel shall retain that portion of the fee paid to the educational support personnel for mileage.

If an educational support personnel is subpoenaed to testify relating to their employment with the District, the Board shall pay the regular salary to the educational support personnel. If the educational support personnel receives a witness fee, any fee received shall be remitted to the District. The educational support personnel shall retain that portion of the fee paid to the educational support personnel for mileage.

8.5 Maternity Leave

Unpaid maternity leave may be taken before and up to eight weeks following the delivery of a child. The educational support personnel may continue working for the district until delivery provided she furnishes the district with a physician's certificate as to her physical fitness to perform the duties as assigned. The educational support personnel has the option of taking accumulated sick leave, personal leave, or a combination of both at the educational support personnel's discretion within the compliance criteria of FMLA, district policy and with the Superintendent's approval

8.6 Unpaid Leave of Absence

Unpaid leaves of absence may be granted by the Board. Under no circumstances shall a leave be longer than one academic school year. The Board reserves the right to place an educational support personnel returning from leave in a new assignment.

The request for an unpaid leave of absence shall be in writing, with reasons for the leave and submitted for Board consideration at least 60 days prior to the effective date of the leave.

The educational support personnel shall give the Board notice of his/her intent to return no later than March 1 during the time of the leave. Failure to notify the Board of his/her intent to return shall be considered as a resignation.

Any educational support personnel on leave shall not accrue seniority.

Any educational support personnel on leave shall not receive any benefits as specified in this agreement.

Any educational support personnel on leave may retain insurance benefits at his/her own expense.

8.7 Bereavement Leave

Up to 3 days per funeral at full pay shall be granted for bereavement leave for the death of a member of the ESP's immediate family. The term immediate family shall be interpreted to include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts and uncles, nieces, nephews and legal guardians. If

additional time is needed beyond the three bereavement days, the ESP shall be required to use available sick leave.

An employee may use two sick leave days per year for bereavement leave for any individual that is not covered by the bereavement leave identified above.

Article 9 - Personnel file

- 9.1 Only one official personnel file shall be maintained. Each educational support personnel shall have the right to review material placed in the file during normal unit office hours. Each educational support personnel shall complete a record indicating the date of review. The unit office may permit only the educational support personnel to have access to the file. Upon proper written authorization from the educational support personnel, a designated representative shall have the right of access. The personnel file must remain in the unit office, however, copies may be provided, the cost of which shall be paid by the educational support personnel.

Article 10 - Discipline/Dismissal

- 10.1 No educational support personnel shall be disciplined without cause. Any such discipline shall be subject to the grievance procedure as set forth in this agreement.
- 10.2 Disciplinary action shall be for cause. Such action by the Administration shall include, but not be limited to the following:
1. Verbal warning
 2. Written warning
 3. Recommendation to the Board for suspension without pay
 4. Recommendation to the Board for dismissal
- 10.3 Formal disciplinary procedures requiring Board action shall require written notice be given to the educational support personnel stating the date, time and place of the meeting. The educational support personnel may have a union representative present at this meeting.

Article 11 - Job Description and Classification

- 11.1 Job descriptions will be developed and maintained by the District. Copies of their job descriptions shall be made available to all current educational support personnel and to all new bargaining unit members when employed. This job description shall include job title, minimum requirements, and a specific statement of tasks.
- 11.2 Changes in job description. The union will be notified of any changes to the job descriptions before they are put into effect, and shall have the right to make suggestions regarding the proposed changes.
- 11.3 The Board shall notify the union president in writing immediately when it is known that there will be an educational support personnel position eliminated.

Article 12 - SENIORITY

- 12.1 Seniority is defined as the accumulated time of continuous full time employment commencing on the first day of work of the educational support personnel. In the event that two or more educational support personnel began working on the same date, position on the seniority list shall be determined by initial date of hire. In the event that two or more educational support personnel were hired on the same date, position on the seniority list shall be determined by drawing lots.

All new full-time educational support personnel shall be considered probationary. Probationary Bargaining Unit Members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

For the purpose of establishing eligibility for seniority, a probationary period shall be established which shall consist of full-time employment from a date before November 1 through the end of the school year.

Any full-time educational support personnel who is completing the probationary year shall receive written notice from the Board at least 30 days before the date of termination (RIF date) whether or not he/she has successfully completed the probationary period. No later than the close of the current school term the Board shall issue a regular contract to the educational support personnel as though the Board had re-employed him/her in the usual manner, subject to Article 13.

- 12.2 Seniority shall be for full time educational support personnel as defined in Article 1.2
- 12.3 The Board shall provide the Association with an updated seniority list by February 1 of each year.
- 12.4 The seniority list shall contain one category. The seniority list shall be posted in the teacher's lounge by February 1 of each year. Educational support personnel have 30 days from the date of posting to review and to notify the administration of discrepancies in the seniority list. Failure to notify the Administration of any such discrepancies within the 30 days shall be considered as agreement with the seniority list and no further action may be taken.

Article 13 - REDUCTION IN FORCE (RIF)

- 13.1 All temporary or part time educational support personnel shall be laid off first.
- 13.2 Educational support personnel shall be reduced in reverse order of seniority as determined by the posted seniority list.
- 13.3 Reduction in force (RIF) notices shall be given at least thirty (30) days prior to the RIF date. A copy of the RIF educational support personnel shall be sent to the Association President.
- 13.4 No new educational support personnel shall be hired for bargaining unit positions while qualified educational support personnel are eligible for recall as defined by this agreement. Any recalled educational support personnel shall maintain seniority.
- 13.5 Educational support personnel who are eligible for recall shall be recalled in reverse order of their lay off. Educational support personnel affected by the reduction in force shall be eligible for recall for a period of one calendar year beginning from the date of the RIF notice.
- 13.6 Insurance benefits for educational support personnel who are affected by a reduction in force are available according to plan documents. Pre-paid benefits shall continue until the amount of that benefit is used.
- 13.7 An educational support personnel who is reduced in force shall provide the board with their residence address at the time of reduction, and notify the Board of any address change, which may occur during the recall period. A notice of recall shall be mailed to the educational support personnel by certified mail, return receipt requested, to the last known mailing address which has been provided to the Board. The educational support personnel shall notify the Board of their response to the recall offer within fifteen working days of the notice. An educational support personnel who does not respond to the notice of recall will be deemed to have rejected the offer of recall and shall forfeit his/her seniority rights.
- 13.8 Should a student being served by a special education educational support personnel transfer out of the district during the school term, the least senior educational support personnel may be laid off with two weeks notice.
- 13.9 Should a grant program fail to be refunded the least senior educational support personnel may be laid off with two weeks advanced notice.

Article 14 - Compensation

- 14.1 A district cafeteria plan is offered for those qualified educational support personnel wishing to participate. Qualifications for participation shall be determined by the insurance carrier and the Internal Revenue Service as prescribed by our plan document.
- 14.2 For employees that work 5 hours or more per day, the district will provide \$596 per month to be used towards an employee health care coverage. The benefits shall be on an annual basis of twelve months but any educational support personnel portion due to be paid on the benefit may be deducted and pre-paid on a nine month basis. The benefits will be tax-sheltered and in accordance to federal rules governing the District cafeteria plan.

If the bargaining unit member has other insurance from a different carrier as does not use the \$596 towards health insurance, they will receive a benefit of \$7152. The educational support personnel may select from the following options:

- A. Tax sheltered annuity
- B. Cafeteria plan
- C. Cash option

- 14.3 Educational support personnel shall be reimbursed at the rate allowed by the IRS per mile for all approved travel to perform their assigned duties.
- 14.4 Educational support personnel shall be paid for at least 10 legal holidays.
- 14.5 The starting rate for educational support personnel shall be \$9.65 in 2018, \$9.90 in 2019 and \$10.15 in 2020.
- 14.6 All educational support personnel shall receive the following hourly rate increase:
2018-2019 - \$.50
2019-2020 - \$.45
2020-2021 - \$.45

See appendix A for reference.

Article 15 - No Strike Provision

- 15.1 Recognizing that adequate means are available by this Agreement for the resolution of grievances and/or complaints, and that other procedures are provided by statute or law for such resolution, neither the Association or the educational support personnel covered by This Agreement will instigate, promote, sponsor, or engage in any strikes, concerted stoppage of work, or any other intentional interruptions of educational duties for the duration of this Agreement.

Article 16 - Effect of Agreement

- 16.1 The terms and conditions set forth in this agreement represents the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties. It is understood that all rights, power, and authority of the Board not specifically limited by the language of this Agreement are retained by the Board and that such rights, power, and authority shall be exercised by the Employer in conformity with provisions of this Agreement.
- 16.2 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violated the law. The remaining articles, section, and clauses shall remain in full force and effect.
- 16.3 Any individual contracts between the Board and bargaining unit educational support personnel shall be subject to and consistent with the terms and conditions of this Agreement.

Article 17 - Duration of Agreement

This agreement shall become immediately effective upon ratification by the Association and Board and shall expire on August 1, 2021.

Date: 7/24/18

Sandra Padan
President, Board of Education

Ronell W. Bursick
President, Association

Stacy Sullivan
Secretary, Board of Education

Cynthia L. Hagen
Secretary/Treasurer, Association

Jimmy D. Fitz
Negotiator

Joan I. Domros
Negotiator

SALARY SCHEDULE

Appendix A			
	2018-2019	2019-2020	2020-2021
Start (2020-2021)			\$10.15
Start (2019-2020)		\$9.90	\$10.35
Start (2018-2019)	\$9.65	\$10.10	\$10.55
	\$9.85	\$10.30	\$10.75
	\$10.12	\$10.57	\$11.02
	\$10.40	\$10.85	\$11.30
	\$10.65	\$11.10	\$11.55
	\$10.95	\$11.40	\$11.85
	\$11.28	\$11.73	\$12.18
	\$11.51	\$11.96	\$12.41
	\$11.92	\$12.37	\$12.82
	\$12.46	\$12.91	\$13.36
	\$12.99	\$13.44	\$13.89
	\$13.22	\$13.67	\$14.12
	\$13.47	\$13.92	\$14.37
	\$13.83	\$14.28	\$14.73
	\$14.08	\$14.53	\$14.98
	\$14.34	\$14.79	\$15.24
	\$14.73	\$15.18	\$15.63
	\$15.08	\$15.53	\$15.98
	\$15.42	\$15.87	\$16.32