

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MATTOON
COMMUNITY UNIT SCHOOL DISTRICT NO. 2**

AND

**THE MATTOON EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/UNITED
AUTO WORKERS LOCAL 2384, UNIT 1**

2025-2026

2026-2027

2027-2028

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ARTICLE 1

PURPOSE

- A. This agreement is negotiated pursuant to the Illinois Educational Labor Relations Act. The purpose of this agreement is to promote harmonious relations between the Board of Education of Mattoon Community Unit School District No. 2, Mattoon, Illinois, and the Mattoon Educational Support Personnel Association/United Auto Workers Local 2384, Unit 1 to establish rates of pay, hours of work, and other terms and conditions of employment, and to establish an equitable and peaceful procedure for the resolution of grievances.

ARTICLE 2

RECOGNITION

- A. Recognition

The Board of Education of Mattoon Community Unit School District No. 2, Coles, Moultrie, Shelby, and Cumberland County, Mattoon, Illinois, hereinafter “employer” or “Board” hereby recognizes the Mattoon Educational Support Personnel Association/UAW Local 2384, Unit 1 hereinafter the “Association” or “Union” as the sole and exclusive bargaining representative for all regularly employed noncertified personnel.

- B. Definitions

1. The term “Bargaining Unit Member” or “Employee” used hereinafter refers to members of the bargaining unit.
2. The term “Association” or “Union” used hereinafter refers to the Mattoon Educational Support Personnel Association/UAW Local 2384, Unit 1.
3. The term “Employer” or “Board”, when used hereinafter shall refer to the Board of Education of Mattoon Community Unit School District No. 2, Coles, Moultrie, Shelby and Cumberland County, Mattoon, Illinois or its administrative agents.
4. Unless provided otherwise for specific provisions of this Agreement, the term “Days” means days that the Central Office of the district is open and staffed.
5. Regularly employed personnel are those Employees of Mattoon Community Unit School District No. 2 who are assigned to work on every scheduled work day at his/her particular employee assignment.

- a. Full-time - Regularly employed personnel who work 9 to 12 months, according to the following schedule:
 - 1) Paraprofessional Department – working at least 30 hours per 5 day week;
 - 2) Health Service Department – working at least 35 hours per 5 day week;
 - 3) Building and Grounds Department – working at least 40 hours per 5 day week;
 - 4) Office Personnel Department – working at least 40 hours per 5 day week;
 - 5) Transportation Department – working at least 20 hours per 5 day week;
 - 6) If bargaining unit members are regularly employed in more than one bargaining unit category of position, their status will be determined as full-time if they regularly accumulate a total of 30 hours or more per week.
- b. Part-time - Regularly employed personnel who work on a regular basis less than the hours described in Article 2, Section B.5a above. This definition does not include those employees who work on a day-to-day basis, or who are short-term employees.

C. Exclusions

Those specifically excluded from the bargaining unit are:

- 1. Substitutes replacing full-time or part-time Employees, including day-to-day substitutes.

Definition of Substitute: An employee who is hired on a per hour basis to fill a part-time or full-time position while the regular bargaining unit member is absent.
- 2. Elementary Release Time Personnel/Noon Hour Supervisors
- 3. Confidential District Secretaries

Secretary to the Superintendent, Secretary to the Assistant Superintendent, Secretaries to the Assistant Superintendent for Business, Payroll Secretary, and the Student Services Secretaries

4. Short term employees (90 days or less)
5. All confidential, managerial and supervisory employees as defined by the Illinois Educational Labor Relations Act, including Transportation Supervisor.
6. All persons serving in positions involving the coaching of students whether or not such persons have a coaching certificate.
7. All persons serving in positions involving the technology department.
8. Custodian for the Administrative Service Center (ASC).

D. Exclusivity

Nothing contained herein shall abridge the right of individual employee groups to present their views and recommendations to the Board or its agents; provided, however, that all collective bargaining required by law relating to the terms and conditions contained herein shall be conducted only with the duly designated representatives of the bargaining unit.

ARTICLE 3 NEGOTIATING PROCEDURES

A. Good Faith Negotiations

The Board and the Association agree to participate in good faith negotiations. "Good faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated under the terms of this agreement, provided such obligations do not compel either party to agree to a proposal or require the making of a concession.

B. Representatives

Representatives shall be at the discretion of the individual teams. No more than a total of eight (8) members for each team will be in attendance at any one bargaining session.

C. Commencement of Negotiations/Time/Place

Negotiations shall commence no later than sixty (60) calendar days prior to the termination date of this agreement and no sooner than ninety (90) calendar days prior to the termination date of this agreement. Negotiation meetings may be called by request of either party. Requests shall be made to either the Superintendent of Schools or the Association President. Time and place of meetings shall be mutually agreed upon.

D. Consultants

Either party may call upon and utilize the services of consultants during negotiations.

E. Tentative Agreements/Ratification

During negotiations, each tentatively agreed upon item shall be reduced to writing as it is to appear in the contract and initialed by both the Board and the Association representative. When the Association and the Board teams reach tentative agreement on all matters being negotiated, the complete agreement shall be submitted to the membership of the Association for ratification and to the Board for official approval.

F. Impasse/Mediation

If after a reasonable period of negotiations, either party may declare to the other that it desires the assistance of a mediator in further negotiations. The parties shall jointly request in writing the assistance of the Federal Mediation and Conciliation Service. The mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately, and shall take such steps as the mediator may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

ARTICLE 4

ASSOCIATION RIGHTS

A. Discrimination

Neither the Board nor the Association, nor any of their respective representatives, shall discriminate, interfere with, restrain or coerce an Employee because of membership or non-membership in the Association or for their taking part in negotiating or interpreting this agreement. The Association and the Board shall be jointly responsible for applying this provision of the agreement. This provision does not affect the right of the Board or Administration to direct Employees or discipline Employees for misconduct.

B. Distribution of Agreement

Within twenty (20) Central Office business days of ratification of the agreement, the Board shall prepare and deliver a final draft of the agreement to the Association President. The Association will review the draft and deliver any corrections to the Board's representative within five (5) Central Office business days. Within twenty-five (25) additional working days, the Board shall have ten (10) copies prepared and delivered to the Association President for distribution. In addition the collective bargaining agreement will be made available on the District's website in PDF format within thirty (30) days of ratification by the Association membership and final adoption by the Board, whichever is later.

C. Use of School Buildings/Facilities/Equipment

The Association and its representatives shall have the right to use all school buildings, facilities and district-owned equipment, within reason, provided that they are available and approved by the building administrator or designee. When special custodial services are required or materials are used, the Board may assess a reasonable charge.

D. Transaction of Association Business

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property after the Employee's work day. Business transacted by an individual member during the school day will be with administrative approval.

E. Bulletin Boards/District Mail Service/Mail Boxes

The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school building. The Association may use, within reason, the district mail service and Employee mail boxes for communication to bargaining unit members. The administration will provide individual mailboxes for use by bargaining unit members.

F. Deduction of Dues For Bargaining Unit Members

1. Pursuant to written authorization of the Employee, the Board will deduct Association dues in the amount of 1.44 % from the straight time earnings paid to the Employee.

Employees may authorize continuing dues deduction from year to year. The employer is expressly relieved of liability in regard to dues in arrears if it has complied with this procedure, for reasons including, but not limited to:

- a. Insufficient earnings;
 - b. Suspension without pay;
 - c. Unpaid leaves of absence permitted by this agreement;
 - d. Termination of Employment.
2. Initiation Fee. The employer agrees to withhold from the pay of each Employee who becomes a member of the Association during the term of this agreement an Initiation Fee, set by the Association, in an amount certified by the Association.
3. In the event of any legal action or unfair labor practice charge against the Board, brought in a court or before the IELRB, by the reason of any action taken by the Board in complying with the provisions of this article (Deduction of Dues), the Association agrees to indemnify and hold harmless the Board from any liability, including attorney's fees, provided such liability did not arise from willful misconduct.

The Board agrees to give the Association timely notice of any legal action specified in this section. The Board will cooperate with the Association and its counsel in making relevant information available to said parties, if legal action occurs against the Association.

G. Remittance of Dues to Association

The Board shall remit said deducted dues to the Association within ten (10) calendar days following the pay period deduction. The remittance will include the names of all

Bargaining Unit Employees and indicate the amount of dues, initiation fees, or fair share fees paid by each Employee.

H. Board Agenda/Minutes/Requests for Information

The Board will make available to the Association, one (1) complete copy of the agenda of the Board meetings and the minutes of the previous meeting. They will be made available to a union designee at least one (1) Central Office business day after the school board receives it. Scattergrams, financial reports, and other public information will be made available upon request at no cost.

I. New Employees

Names and addresses of newly hired Employees shall be provided to the Association President within fourteen (14) calendar days after employment.

Newly hired Employees will partake in a District Orientation program. The program will include job training, as well as orientation to the District, building and Association procedures.

J. School Calendar Input

Each Employee shall have the right to vote on the school calendar for input purpose only.

K. Association-Management Council

In the interest of good communication, the Board and the Association shall establish a joint Association-Management Council. This council shall consist of three (3) representatives of the Association (to be appointed by the president), the Superintendent, and two (2) board members, or their designees. At least one meeting shall be held each quarter, unless waived by both parties. Either party may request that a meeting be scheduled at a mutually established date and time. The function of this council shall be the consideration of matters of mutual concern not covered by the collective bargaining agreement.

This council shall have no power to determine policy of the Board of Education or change or affect the rights of the Board of Education as a whole. This council may assign tasks or research to committees of its own creation.

L. Notification of Impending Changes

The Employer will notify the Association President of impending changes to any Board policy or procedure which will impact on wages, hours, or terms and conditions of employment affecting bargaining unit members. Prior to establishing new policy in such matters, the Board will receive the Association's views.

ARTICLE 5

DEPARTMENTS AND CATEGORIES OF POSITION

A. Categories of Position by Department

1. Paraprofessional Department

a. Paraprofessional

A paraprofessional is an employee who renders assistance to a teacher or individual students in the teaching/instructional environment, and must meet the definition of "highly qualified" as that may be defined by law from time-to-time.

- Franklin Preschool (7 hours per day)
- LIFT Birth to Three (7.5 hours day)
- Elementary Title (7.0 hours per day)
- Elementary Librarian (7 hours per day)
- Elementary Special Education Resource or LD Classroom (7 hours per day)
- Elementary Special Education ED (7.5 hours per day)
- Middle School Special Education Classroom and One-on-One (7.5 hours per day)
- High School Special Education Classroom (7 hours per day)
- High School Special Education One-on-One (7.25 hours per day)

2. Health Service Department

- ##### **a. Nurse.** (This position excludes those nurses who are or become certified nurses, pursuant to Section 21-25 of the School Code, which requires that such certified nurses be "entitled to all of the rights and privileges granted holders of a valid teaching certificate, including teacher benefits, compensation and working conditions.")

- b. Health Care Aide (LPN)

3. Building & Grounds Department

- a. Maintenance Workers
- b. Head Custodian
- c. Custodian
- d. District Groundskeeper

4. Office Personnel Department

Secretary

- Franklin Preschool Principal (12 months, 8 hours per day)
- Elementary Principal (11 months, 8 hours per day)
- Elementary Principal (10 months, 8 hours per day)
- Elementary Principal (12 months, 8 hours per day)
- High School Principal (12 months, 8 hours per day)
- Middle School Principal (10 months, 8 hours per day)
- Middle School Principal (10 ½ months, 8 hours per day)
- Middle School Principal (12 months, 8 hours per day)
- Transportation Service Center (12 months, 8 hours per day)
- LIFT Secretary (12 months, 8 hours per day)
- Little Leaders (12 months, 8 hours a day).
- Franklin ½ /TSC ½ (10 months, 8 hours per day)

10-month secretaries that work days beyond May 31, due to inclement weather days, will be paid their regular hourly rate of pay.

5. Transportation Department

- a. Bus Driver
- b. Bus Aide
- c. Mail Courier
- d. Bus/Van Cleaner will not be replaced after current Bus/Van Cleaner position becomes vacant. When the position becomes vacant a new category of position will be posted as Bus Mechanic.
- e. Bus Mechanic

ARTICLE 6

BENEFITS

A. Insurance

1. Health Insurance and Section 125 Plan

a. Section 125 Plan

The Board will maintain a Section 125 Plan consistent with applicable law, allowing each Employee, on a volunteer basis, to specify amounts to be deducted from his/her wage for the purposes of paying premium cost for employer provided health insurance, unreimbursed medical expense and child care. One half of the cost for the establishment of the plan and annual fees shall be borne by MESPA. Participants shall pay all monthly maintenance cost. The Board and the Association will jointly select a third party administrator for such plan. If any Employee(s) has caused amounts to be deducted from wage which are not used for purposes specified herein, during the plan year, the Employee(s) loses the right to those funds. Such funds shall revert to the employer. These funds shall be accounted for separately and paid annually to the Mattoon Children's Assistance Fund unless the parties agree otherwise.

b. Health Insurance

The employer will contribute monthly toward the cost of individual group health insurance premium for each full time (30 hours per week or more) Employee up to the following sums:

2025-26:	\$795
2026-27:	\$810
2027-28:	Same as MEA

Other eligible Employees working fifteen (15) hours or more will be prorated by the hours they work based on forty (40) hours.

If the employer contribution will be more than the cost of single insurance, then the Employee may apply the board contribution to any participation level (that is, to single, single + 1 or family). However, for each participation level, the Employee must contribute a minimum of \$10.00 per month.

For 2025-2026 the Board shall also contribute 50% of any increase over the MEA agreed to amount for 2025-2026 per month in the cost of the least costly single coverage from the options then available, subject to the final sentence hereof, regarding a minimum \$10.00 monthly payment by the Employees.

Retirees may participate in the district health insurance plan, subject to provider restrictions, at Employee expense. The employer may make and modify reasonable employer rules regarding such participation.

The selection of the insurance underwriter is at the discretion of the Board. Employees will be covered by the health insurance program as determined by the Board following recommendations of the District Insurance Committee. Any changes in coverage or the underwriter will be communicated to the Employees prior to these changes being made. In the event there is a loss when the district changes insurance underwriters; the district, not the individual employee, will be charged for the loss. Two Association members will be allowed to observe at the District Insurance Committee meeting without pay.

2. Life Insurance

The employer shall provide each employee employed 50% time or more who elects to receive the same (other than a short term or temporary employee) term life insurance in the sum of fifteen thousand dollars (\$15,000) at no cost.

B. Tuition

With prior approval from the Superintendent, the Board will reimburse, upon successful completion of an academic or vocational college course which would be beneficial to the educational program, one-half (1/2) of the tuition and other fees. The district total will be a maximum per year of \$3,000.00, with a cap of \$500.00 per person. This will be awarded on a first come, first serve basis.

Should additional completion of an academic or vocational college course be required by the district for the improvement or acquisition of job skills, then the district shall assume the total cost of tuition and other fees. The Employee will not be paid for class time. The Administration may implement procedures for pre-approval of tuition reimbursement.

MESPA Employees may apply for Eastern Illinois University tuition waivers through the Assistant Superintendent's office. If additional waivers are available at that time, and the requesting MESPA Employee meets the qualifications of receiving a tuition waiver from Eastern Illinois University (i.e. the Employee must have a bachelor's degree and the course(s) taken must be at the graduate level course), tuition waivers will be distributed on a first come first serve basis.

C. Holidays

1. The holidays shown in Appendix A shall be observed with pay for all Employees qualifying under Article 2, sec B, paragraph 5a and 5b.

The employer will endeavor to obtain “waivers” pursuant to School Code 5/2-3.25g, so as to substitute Presidents Day for Lincoln’s Birthday.

2. If the above national or state holidays are celebrated on a work day, the unit will observe this holiday as declared by the Board of Education. Pay will be granted for the day observed, if the holiday should occur during the regular work week (Monday through Friday). If the holiday should fall on Saturday or Sunday instead of a weekday, then the Employee shall be paid for that day. Each Employee will be paid a maximum of eight (8) hours or the number of hours regularly assigned.
3. If the district obtains waivers for Pulaski Day in any of the years of this agreement, Employees who work on this day will be paid their regular rate of pay for that day. If the district obtains waivers for Columbus Day in any of the years of this agreement, Employees who work on this day will be paid one and one-half (1.5) times their regular rate of pay for that day. If any of the holidays listed in Appendix A are removed or combined in the list of holidays in the Illinois School Code by the legislature, the list of holidays in Appendix A will be deemed altered to reflect the legislative change.
4. An Employee who is otherwise eligible for a paid holiday pursuant to this agreement will be paid for that holiday, unless the Employee fails to work the day before or day after a holiday. Proper use of sick leave, personal leave or vacation is not deemed a failure to work for purposes of this paragraph 6C4.

D. Vacations

1. Refer to Appendix A
2. No Employee may take more than ten (10) days of vacation during the student school term (August 1 - May 31). A maximum of eight (8) of these vacation days shall be allowed when substitutes are required. No more than two (2) Employees per category of position will be allowed to take vacation on any one day during the student school term. Those days taken must be approved by the Superintendent or his designee. The remaining vacation days shall be taken during the months of June and July on a schedule arranged with the Superintendent or his designee, so as not to impair the efficiency of the department. The Employee should apply for such dates at least ten (10) days in advance. Vacation pay shall be for the number of hours normally worked, or a maximum of forty (40) hours per week for all 12-

month, full-time Employees. Exceptions to these restrictions on taking vacation may be made by mutual agreement between the Employee and the Superintendent or his designee.

An Employee's benefits of employment are determined by the category of position which the Employee holds, as defined in this agreement. If an Employee is transferred to a new category of position (either by assignment or by bidding) and the category of position the Employee is moved to has superior vacation benefits, the Employee shall be entitled to those benefits from the date of initial employment. With the advance approval of the Superintendent, in the first year only, the Employee may take vacation on a prorated basis.

EXAMPLE: Employee AB has previously been employed by the employer in a 9-month category of position, working six (6) years or less, that has no vacation benefits. AB is transferred to a 12-month category of position allowing ten days' vacation after one full year of employment. If AB continues to work six (6) months after hire date, AB will have earned $\frac{1}{2}$ of the 10 vacation days, or five (5) days, because AB will have worked six months of the 12-month year in the position with vacation benefits.

E. Wage Schedule Placement

An Employee will receive full credit for continuous experience in his/her department within the district. One year credit will be given to those Employees who have prior experience of no less than one (1) year of continuous satisfactory service in our district. Employees hired after July 1, 1993, shall not receive this credit.

F. Wage Advancement

New Employees hired before January 1st will be eligible to move to the 2nd year experience step on the wage schedule on the following July 1st.

G. Overtime

1. Overtime at the rate of one and one-half ($1\frac{1}{2}$) times the regular rate will be paid for hours worked over forty (40) hours per week. A week shall be defined as time between Monday through Sunday.
2. Double the hourly rate will be paid to any Employee working on Sundays or holidays (excluding building checks).
3. Regardless of any activity in the building on the same day, no Employee will be paid more than these wages for any one period of time.

4. All Sunday or holiday overtime must be approved in advance by the Superintendent or an assistant superintendent. All other overtime work must be approved in advance by the Principal, Superintendent or designee. Overtime work will not be granted to Employees on vacation during their regular scheduled hours.
5. For Employees in the building and grounds department and secretaries, all overtime work will be first offered to Employees in that department, in that building, in that category of position, in that category of position of those qualified to do the work by seniority, on a rotating schedule based on overtime hours to be maintained and run by the administration. Thereafter, overtime shall be offered to Employees of that category of position in the district on an additional rotating schedule based on hours of overtime, to be maintained and managed by the administration. Overtime schedules shall be maintained weekly and prominently posted in each building of affected Employees. Each time an Employee works or turns down the offered overtime, that Employee will be charged the hours of overtime that Employee will or would have received and rotates accordingly. The Employee with the lowest accumulated hours of overtime on the schedule will be next up for overtime. This paragraph does not apply to work in the process of being completed which results in overtime.
 - a. There shall be two separate overtime turn sheets, one for time and a half which includes Monday-Saturday, and the other for double time, which includes Sunday and holidays.
 - b. Overtime worked by head custodians in each building for building checks outside the head custodian's regular forty (40) hour week will not be treated by the district as an overtime opportunity for the head custodians and "counted" against each head custodian's total of overtime hours for purposes of overtime rotation.
 - c. All hours over forty (40) worked in one week are treated as overtime for custodians.
 - d. The Union president (or the Union president's designee) and the superintendent (or the superintendent's designee) will jointly audit, for accuracy, the rotation schedules and associated Employee timesheets maintained by the administration upon request of any affected Employee.
 - e. Overtime work of the Mattoon High School Sports Center Custodian is exempt from this section except for purposes of overtime opportunities at Mattoon High School arising when the Sports Center custodian is assigned to work primarily inside the high school, he/she will have overtime opportunities available in accordance with the high school overtime turn sheet. At the time of assignment to the high school he/she will be deemed to have the same number of overtime hours as the highest overtime hours

accumulation employee in that category of position at the high school.

6. When an Employee from a different building, a new hire or a laid-off employee is recalled to a new category of position, this Employee:
 - a. Will be credited with overtime hours equal to the overtime hours of the Employee in that same category of position with the highest hours on the overtime turn sheet for building overtime.
 - b. When the individual is new to the district or the category of position, this Employee will be credited with overtime hours equal to the overtime hours of the Employee in that same category of position with the highest hours on the overtime turn sheet for district overtime.
 - c. An individual changing buildings, but not categories of position, will retain his or her credited overtime hours in the same category of position on the district overtime turn sheet for consideration of district overtime.

H. Payroll Deductions

The administration shall develop appropriate forms, which the Employee must use, for payroll deductions permitted by this agreement. Upon receipt of written authorization from the Employee, the Board shall deduct from the wage of any bargaining member and shall make appropriate remittance monthly for the following items:

1. U.S. Savings Bonds
2. 403(b) arrangements, commonly called Tax-Sheltered Annuities
3. Health, Accident and Life Insurance
4. Area Educational Credit Union
5. Mattoon United Way Fund and other organizations found qualified by the State Comptroller pursuant to the Voluntary Payroll Deduction Act of 1983
6. I.M.R.F. Life Insurance
7. 125 Flexible Benefit Program
8. Voluntary UAW V-CAP Wage Deduction

The Employer shall deduct, until revoked by the Employee in writing, voluntary contributions to UAW V-CAP from the pay of each Employee, provided that each

such Employee executes and delivers to the employer the then current UAW authorized UAW V-CAP form.

Deductions shall be made only in accordance with the provisions of and in the amount designated in the authorization, together with the provisions of this section. UAW V-CAP deductions (or revocation of authorization) shall be effective from the Employees' pay periods following receipt of the written authorization, plus reasonable processing time for bookkeeping changes. The employer shall remit said deductions monthly to UAW V-CAP, in care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), National CAP 8000 E. Jefferson Avenue, Detroit Michigan, 48214 -3963, with the name, address, last four digits of the Social Security number, and date of last authorization of those Employees for whom deductions have been made and a monthly and year-to-date report of each such Employee's deductions in a common format conveniently available to the employer's bookkeeping systems. The Employer shall deduct, until revoked by the Employee in writing, voluntary contributions to UAW V-CAP from the pay of each Employee, provided that each such Employee executes and delivers to the employer the then current UAW authorized UAW V-CAP form.

9. Voluntary Additional IMRF Contribution

I. Building Check (Custodial)

Building checks, excluding Operational Service Center, will be conducted by the head custodian or, in his/her absence, a custodian designated by the school principal. The check will be made on any calendar day custodians are not otherwise assigned to work in the building. The administration reserves the right to assign the time that the building check will be made. During the school year, as per the school calendar, one (1) hour per day on weekends will be allowed for the building check. This is to be done on other than gym rental time. On paid holidays and vacation days, one (1) hour will be allowed for the building check.

J. Seniority List

A seniority list will be posted and furnished annually to each Employee on or before February 1st of each school year. Bus drivers will receive an additional seniority list on or before November 1. Any Employee who believes his or her seniority is incorrectly reflected must notify the Assistant Superintendent of Human Resources of any errors in that Employee's seniority within 15 calendar days or the seniority list will be deemed correct for all purposes.

K. Paychecks

Each Employee, as a condition of their employment, shall enroll in the District's automated direct deposit program to a bank of their choice. Each Employee will receive a pay statement, showing regular hours and overtime hours worked for that pay period, which may be provided electronically.

L. Bus Drivers and Bus Aides Only

1. Hours

A "Bus Route" is defined as a bus trip to transport students that repeatedly takes place on a daily basis. A "Special Trip" is defined as a bus trip generated as a result of an administratively approved trip request form received by the transportation department.

A full-time bus driver or bus aide shall be guaranteed four (4) hours of work for each day that school is in session with transportation of all students. Half-time drivers or bus aides shall be guaranteed a minimum of two (2) hours of work on such days. Each bus driver or bus aide shall be paid for all hours he or she works, as directed by the supervisor, including daily bus inspections. The Board may establish Bus Routes. Every effort will be made to ensure that all Bus Routes are two (2) hours in length by combining routes or other assignments when necessary.

Full-time bus drivers or bus aides working six (6) hours each day that school is in session with transportation of all students may, in the event of early dismissal, choose to work in the transportation department, as directed by the supervisor, to receive a full day's pay.

If an Employee reports for work at his/her normal scheduled time in the morning and is subsequently informed that school has been canceled due to weather conditions, the Employee shall receive two (2) hours' pay. This does not apply to general school closings announced in the media ½ hour before the start of the first daily Bus Route.

An Employee who reports on time for a specific assignment which has been given to another Employee shall receive one (1) hour's pay.

2. Split Trips (Within 15 Miles)

A split trip is defined as a special trip whereby a driver delivers passengers to their destination, after which the driver returns to complete regularly assigned duties, and then at a later time returns to pick up passengers of the special trip.

- a. Bus drivers will be paid for hours worked for split trips within fifteen (15) miles of Mattoon as follows:
 - 1) Under 30 minutes - one-half hour pay
 - 2) 30 minutes to 1 hour - one hour pay
 - 3) Over one hour - pay for time to the nearest ¼-hour.
- b. If split trips are taken on other than student attendance days and when no regular route is involved, the driver will be paid two (2) hours each way.

3. Training Courses

The district shall pay for the required annual certification course. The district will also provide transportation to and from said training session.

4. Physicals

After the full-time driver has driven one (1) year and must renew his/her license, the District will pay 100% of the cost for the bus driver physical and required drug tests if the bus driver utilizes the Sarah Bush Lincoln Occupational Health Center.

5. Use of Vans/Suburbans/Activity Bus

The district may use a maximum of six (6) vans/suburbans/activity bus per day driven by non-bargaining unit drivers for school activities on any day, limited to two (2) such vehicles per destination. The third van may be used when it is essential due to staggered schedules. Special trips sponsored by outside organizations shall not be considered as subcontracting or covered by the terms and conditions of this agreement as long as non-district vehicles are involved, e.g. a trip to a State Tournament using a charter service. No regular route will be replaced by the use of these vans/suburbans or activity bus. Forty-eight (48) hours notification will be given when substituting a bus trip with a van trip. If less than forty-eight (48) hours notification is given when substituting a bus trip with a van trip, the bus driver will receive one-half pay for the scheduled bus trip hours.

6. Special Trips

a. Special Trips/Assignments

- 1. Special trips will be assigned to drivers on a weekly basis according to seniority starting with the most senior driver

(that is, a call out list). The driver will be assigned the requested trip(s) that will bring him/her as closely as possible to forty (40) hours. The driver will be assigned requested trip(s) that will result in the least amount of overtime necessary. For part-time drivers, the driver will be assigned the requested trip(s) that will bring him/her as closely as possible to twenty (20) hours without exceeding twenty (20) hours.

2. If a trip is canceled after the passengers are loaded or with less than one hour's notice, the bus driver will receive full pay for the trip, to a maximum of four (4) hours. Notice under this subparagraph means a message left with the driver or a member of the driver's household, or a phone call or message at the phone numbers provided by the driver.
 3. Special trips/assignments after being called out to drivers according to seniority will revert back to the most senior driver on the bus driver call out list before going to a substitute bus driver. If no driver will accept an assignment or is eligible, the district may use subs or other district Employees or other persons for this work.
- b. The Transportation Director will not drive special trips, unless deemed a special situation by the Superintendent.
 - c. If an Employee can demonstrate that the procedure for assigning special trips has not been properly applied, then that Employee will have first choice of available trips.

7. Substitutes

The administration shall use bus aides, who are licensed bus drivers, to substitute utilizing the regular seniority list of bus drivers. The purpose of this provision is to allow a bus aide who is also qualified as a bus driver, to serve as a substitute bus driver or mail courier at a higher bus driver rate of pay.

The administration shall endeavor to obtain substitute bus aides.

A daily bus route substitution is a work opportunity for regular bus drivers caused by the absence of regular bus drivers.

Daily bus route substitutions will be assigned to drivers on a daily basis according to seniority starting with the most senior driver. A driver will not

be considered to fill a daily bus route substitution if it conflicts with that driver's regularly scheduled route.

A bus aide, whether or not they are qualified as a bus driver, may serve as a substitute mail courier at the bus driver rate of pay.

8. Process Violations of Law/Compensation

If a bus driver is required by the employer to process reports of violations of the law, the driver will be paid at his or her regular rate of pay. If the driver is requested by the police to process a report, or take other action, the Employee shall obtain approval in advance from the Transportation Supervisor before compensation will be paid for this activity.

9. Mail Courier

The mail courier assignment shall be similar to a "bus route." Transportation Department Employees may bid on the mail courier assignment and may serve in that assignment in addition to the Employee's other duties, if the mail courier assignment duties do not conflict with those other duties, and do not result in overtime. During student summer vacation these duties consist of delivering mail only in the morning hours, two (2) hours per day, four (4) days per week.

10. Bus/Van/Suburban Cleaner and Mechanic

The bus/van cleaner assignment shall be similar to a "bus route." The bus/van cleaner shall be responsible for cleaning buses and vans on a schedule established by the Employer. Transportation Department Employees may bid on the bus/van cleaner assignment, and may serve in that assignment in addition to the Employee's other duties if the bus/van cleaning assignment does not conflict with the Employee's other regular duties, and does not result in overtime. Transportation Department Employees may, with the approval of the Transportation Director, clean their own buses or another's bus, for a maximum of one (1) hour's pay on those occasions when the bus/van cleaner is absent, or the workload does not permit timely cleaning of buses.

11. Bus Aides

- a. Bus aides shall have a seniority list separate from the bus drivers.
- b. Bus aides will have first consideration for sub-aide positions within the Transportation Department for duties which do not interfere with the bus aide's other duties.

ARTICLE 7

WORKING CONDITIONS

A. Definition of Vacancy

1. A vacancy shall be defined as a permanent bargaining unit position that is unfilled or unoccupied. However, the Board, at its discretion, may reassign Employees to other positions of equal status, rate of pay and benefits before declaring a vacancy and, furthermore, is under no obligation to fill any vacancy.

Persons substituting for Employees on leave who are reasonably expected to return to employment shall be paid the rates specified in this agreement after ninety (90) work days in the same position under the same supervisor.

2. Bargaining Unit work performed by a substitute or temporary Employee for ninety (90) scheduled work days in a fiscal year (July 1 through June 30) shall be considered an established position which is part of the bargaining unit. The Employer shall develop a job description. The position, once so established, shall be filled in accordance with this agreement.
3. Current category of positions occupied by a substitute Employee for thirty (30) work days, except for instances when category of positions are being filled for Employees on leave who are reasonably expected to return to employment, are considered a vacancy to be filled per the contract. The Board of Education is under no obligation to fill any vacancy after March 1, for category of positions slated for possible Reduction in Force for the upcoming school year.

B. Voluntary Transfer Procedures

1. When a vacancy has been declared by the Board, or created pursuant to 7A, all Employees shall be allowed to apply to transfer within department; however, the transfer of an Employee shall be at the discretion of the Board. All applicants must have demonstrated the skills, abilities, and certification, if required, in their current position in order to be eligible for consideration.
2. All eligible Employees who apply for a vacancy within their department will be interviewed at least once each work year. Eligible Employees, within the department who apply, will be interviewed prior to interviewing all other applicants.

3. When an Employee moves to another position within a department, and prior to the time that the position the Employee vacated is filled, the Employee may request the Assistant Superintendent, in writing, of his/her desire to return to the prior position within 10 business days. The administration shall consider this request, and approval will not be withheld, if there is no significant loss or cost to the district, or disruption to education, or operation of the district.
4. When an Employee is allowed to transfer to a vacancy within his/her department, the transfer does not become effective until he/she successfully completes a trial period of ninety (90) days of work. If the Employee is unsatisfactory in the new position, he/she shall be reassigned to his/her former position or to an equivalent position.
5. During the ninety (90) workday trial period, Employees cannot apply for any other vacancy. In the case that no internal bids are submitted, an Employee that is within the ninety (90) workday trial period may bid on the vacancy.
6. When an Employee transfers to either a higher or lower category of position (in the order shown in Article 5A) within a department, the Employee will remain on the current wage schedule step, but will receive the pay rate for the category of position to which transferred and will maintain seniority within the category of position by department.
7. Skills, knowledge, performance and other similar factors will be considered when reviewing voluntary transfer requests. When all factors, in the opinion of the administration, are equal, seniority shall be the determining factor.
8. Internal applicants must apply for vacancies in writing, and their applications will be considered before the applications of external applicants are considered. Internal applicants will have no preference in selection, and the employer may fill vacancies from among the applicants, both internal and external.
9. When an Employee is allowed to transfer to a vacancy in a different department, the Employee shall be placed at the step in the new category of position closest to the Employee's prior applicable wage, but the new wage shall not be higher. Seniority will be retained in the previous category of position, but will not transfer to the new category of position. The seniority list produced in 2012 will reflect each Employee's historical seniority for work in categories of position in which the Employee previously worked. (The district did not track such seniority prior to the 2011-2012 school year.) Employees will have 20 employee work days to grieve historical seniority in former categories of position, after which that seniority will be deemed accurate for all purposes.

C. Posting of Vacancies

1. During the school term, vacancy notices shall be sent through the interschool email to each Employee within the department in which the opening occurs. A copy will be sent to the Association President. When school is not in session, vacancy notices will be posted in the office of the Assistant Superintendent for Human Resources and will be mailed to Employees who have left stamped, self-addressed envelopes with the office.
2. Vacancies shall be posted as soon as possible, and will remain posted at least five (5) business days prior to being filled.

After June 30 through the start of the school year, vacancy notices will be posted immediately, and recommendations to fill the position will be made whenever the administration deems appropriate.

3. The vacancy notice shall contain the following minimum information:
 - a. Type of Work
 - b. Location of Work
 - c. Starting Date
 - d. Range of Pay
 - e. Hours to be Worked
 - f. Department
 - g. Minimum Requirements/Qualifications
 - h. Job Description

D. Seniority/Reduction-In-Force/Recall

1. Definition of Seniority. Seniority is defined as continuous employment within a category of position by department commencing on the date of Board approval. "Seniority and "continuous service" have the same meaning. When two or more Employees are hired at the same Board meeting, the Employee who is listed first in the official Board minutes is deemed to have the greatest seniority, whereas the Employee who is listed last has the least seniority.
2. When reducing the number of Employees within a category of position by department, the following procedures will be applied:
 - a. The Employee whose position is being reduced shall bump the least senior Employee within the same category of position that provides the least loss of wages. If all other Employees in the same category of position have more seniority, then the Employee who is being reduced shall bump the least senior Employee in any lower category of position that affords him/her with the greatest wages. A lower category of position means a position ranked lower in Article 5, Section A.

EXAMPLE: Employee A's position is in the building and grounds department within the category of position of maintenance worker. As a result of a reduction in force in the category of position of maintenance worker in the department of building and grounds, Employee A was able to bump less senior Employees ranked lower in category of positions than maintenance worker within the department of building and grounds, as positions are ranked and defined in Article 5, title Departments and Categories of Positions.

Nothing in this section affects the assignment of overtime.

- b. Should the Employer consider a reduction in the number of Employees in the bargaining unit for economic reasons, the Employer shall notify the Association at least thirty (30) days prior to the effective date of the reduction-in-force, except if the reason for the reduction-in-force is an unforeseen reduction in the student population, then the Association shall be notified at least five (5) days prior to the effective date of the reduction-in-force.
 - c. Any Employee who is dismissed through reduction-in-force and later recalled shall not lose accumulated seniority or sick leave, but will not accumulate seniority or sick leave during the period of layoff.
- 3. Employees who have been reduced shall be recalled and reinstated in order of seniority with the most senior being acted upon first. Vacancies shall be tendered to the Employees so removed or dismissed from that category or any other category of position, so far as they are qualified to hold such positions. The Employee may be required by the administration to demonstrate qualification and capability for a position if the Employee would be recalled to a different category of position from which the Employee was reduced-in-force. The recall period shall be from the effective date of layoff until midnight of the calendar day prior to the start of school in the school term following the year in which the layoff occurred. To be deemed "qualified" to be recalled, an Employee must have worked in the District in that category of position.
 - 4. Notices of recall shall be sent by certified mail to the last known address as shown on the Employer's records. The Employee must give a written response postmarked within five (5) Central Office business days after receipt of the notice of vacancy. A recalled Employee shall be given three weeks (21 calendar days) from receipt of notice to report to work. An Employee who fails to respond to notice of recall or who fails to report for work shall forfeit his/her seniority rights, but not recall rights.

E. Discipline or Dismissal

1. Just Cause Discipline

A non-probationary Employee shall not be disciplined without just cause. Discipline is defined as warnings, reprimands, suspensions without pay, termination, or reductions in rank. At the time such action is taken, if remediable and depending on the severity, notice of the specific grounds forming the basis for disciplinary action will be delivered to the Employee.

2. Just Cause Procedures

Procedures for discipline of an Employee shall include:

- a. A conference with the Employee by the appropriate administrator will be granted upon request.
- b. A written response to the Employee will be provided following the conference.
- c. A complete review of the Employee's personnel file with the Employee and his/her representative will be granted, if requested.

3. Suspensions

The Superintendent or Assistant Superintendent may suspend an Employee without pay. Placement on paid administrative leave shall not be deemed disciplinary, and shall usually be used for periods of investigation of possible Employee misconduct. Sick leave and personal leave shall not be available during any suspension without pay. The Employee may request a meeting of the Board to review the administrator's action, within one Central Office business day of the date the suspension was announced. The Board shall meet in closed session with the Employee and/or Association representative(s) at the next Board meeting at which the matter may be discussed, for the purpose of review of the administrator's action. The time limit for filing a grievance shall be measured from the date of the decision of the Board.

4. Representation at Discipline Meetings

In the event an administrator requires an Employee to attend a meeting for the purpose of disciplining said Employee, or when the Administrator intends to be conducting an investigation of Employee misconduct, focusing upon the Employee interviewed, the Employee, upon request, may have an Association representative present. No disciplinary or Employee-misconduct investigatory meeting will be held without twenty-four (24) hours written notice. The Employee shall be given prior written notice of the reasons for such a meeting in advance.

F. Job Security

During the term of this agreement the Board may contract with independent contractors provided that no member of the bargaining unit loses any regular hours of work as a result of such contract(s). Before retaining independent contractors in matters relating to maintenance or repair, and based upon existing resources, the administration shall consider the costs, equipment needs, skills, abilities, available manpower and other duties of the bargaining unit. The administration shall have authority to retain independent contractors.

G. Subcontracting

1. During the term of this agreement, the Board shall not subcontract the workforce or management of transportation. However, this provision shall cease to have force and effect at the expiration of this agreement. From and after that date, the Board may subcontract such services. Should the Association seek to collectively bargain the decision whether such subcontracting takes place, the “status quo” after the expiration of this agreement, shall be that such subcontracting is permitted under this agreement.
2. The Board may subcontract management of student food services. The Association will encourage cooperation by its membership with any food service management firm. Should the Association seek to collectively bargain the decision whether such subcontracting takes place, the “status quo” after June 1, 1996 shall be that such subcontracting is permitted under this agreement.

H. Retirement Bonus

The Board shall award to each Employee, having been employed by Mattoon Community Unit School District No. 2 for eight (8) or more years, a monetary bonus of Two Thousand Dollars (\$2,000.00) with or before the final paycheck when the Employee retires into IMRF or Social Security. The actual bonus shall be the smallest of 6% of the employee’s “final average earnings” for 12 months prior to the retirement date or \$2,000. To be eligible for this benefit, the Employee must be eligible for IMRF retirement in both age and service credit, and notification must be made at least eighteen (18) months prior to the effective date of the retirement.

If notification is provided more than ninety (90) days but less than eighteen (18) months prior to the date of retirement, the actual bonus shall be the lesser of 6% of the employee’s “final average earnings” for 12 months prior to the retirement date or \$1,000.

If the monetary bonus awarded to the Employee under this paragraph would cause the Employer to pay or owe a “penalty,” additional cost or other charge to IMRF or otherwise to any entity of the State of Illinois, then the monetary bonus paid will be reduced to the extent necessary to avoid the penalty, cost or charge, or other charge to the District. This

bonus will be paid prior to the retirement date. The twelve (12) months final average earnings shall be estimated by the District based on prior earnings and its understanding of the IMRF term “final average earnings.”

I. Lunch Period and Break Period

Employees shall be permitted to leave the building during lunch period, which shall be minimally thirty (30) minutes, and duty-free. All Employees working at least seven (7) hours a day shall be entitled to one (1) fifteen (15) minute break during each half of the day’s shift. The scheduling of breaks will be approved by the building principal and/or supervisor.

J. In-service Input/Per Department

The Association shall select a committee to recommend to the district the available programs for possible consideration for in-service programs.

K. Dispensing Medication

1. The district may seek volunteers to assist students with medications. Parents, students and physicians will be discouraged from planning the medication of students at school, unless medically necessary.
2. The district shall hold district-wide in-service(s) about student medication. Employees shall be advised that dispensing medications is not required, and that failing to volunteer is not a ground for criticizing or disciplining the Employee. The district shall annually in-service volunteers. If this in-service does not occur, the remedy shall be to hold the in-service within a reasonable time.
3. Employees may be required to dispense medications in an emergency. An emergency is a significant threat to health or life caused by an unpredictable medical event.
4. An Employee who volunteers must give adequate advance notice to the building administrator if he/she chooses to cease volunteering.
5. Volunteers will be indemnified and defended by the Employer in any civil proceeding arising out of alleged wrongful act(s) of the volunteer, except for willful or wanton acts.
6. Medical Needs Students

When permitted by laws concerning privacy and student records, Employees who are responsible for the care, assistance, transportation or safety of students with unusual medical needs or problems shall be informed, consistent with the Employee's job responsibilities.

L. Unsafe Working Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that unduly endanger their health, safety, or welfare. When an unsafe or hazardous condition exists, either the Employee or Association representative who becomes aware of such condition shall be responsible to report it to the building administration.

M. Personnel File

1. Official File

Only one official file shall be maintained in the district. Materials necessary to perform the work of any specialist shall be housed in that office; e.g. payroll, medical, and credentials. Any materials required to complete an ongoing investigation or evaluation shall be housed with the administrator doing that work. However, upon completion of such work, the final documents will be located in the official personnel file. The employer may maintain separate files regarding medical information to protect the privacy of the Employee. This provision is not violated by the making or keeping of electronic records.

No material critical of an Employee or the Employee's conduct or evaluative materials shall be placed in the Employee's file unless the Employee has had an opportunity to read such material. The Employee may acknowledge that he has read the materials by affixing his signature to a statement attached thereto. Such acknowledgment by the Employee does not mean that the Employee agrees with it. Refusal to sign does not render the material invalid.

No material may be used to discipline or reprimand an Employee unless the information is disclosed to the Employee within ten (10) Central Office business days of the occurrence, or the knowledge of the occurrence by the administration, unless an ongoing investigation is pending. This paragraph shall not apply to evaluation.

2. Right to Respond to Material in File

An Employee shall have the right to examine his/her personnel file, and to have a representative of the Association accompany him/her in such a review. Upon request of the Employee, the Employer will reproduce one (1) copy of any material

in his file. After one (1) copy has been reproduced, only new materials added to the file shall be reproduced without cost. The Employee shall have the right to respond to, and to have his response attached to, any disciplinary or evaluation material placed in his personnel file. The Employee may provide a copy of his response to his immediate supervisor.

N. Probationary Period

The probationary period shall be a maximum of 105 work days, measured from the first day of work.

O. Maintenance Rotation (Custodial and Maintenance Only)

In the event that maintenance Employees are assigned to serve as substitute custodians, then such assignment shall be determined on a rotation basis for the entire maintenance staff, unless a situation exists where such rotation would impair the district.

P. Work Days (Custodian and Maintenance Only)

1. The Employer reserves the right to alter shift hours, but in any case, the normal full-time hours shall be at least an 8 ½ hour time block, including a 30-minute unpaid meal break.
2. Effective July 1, 1990, new full-time Employees will be employed at least forty (40) hours per week.

Adjustments to these times or work hours may be made by the administration in conjunction with the building administration and Employee involved.

Q. Inclement Weather

1. Emergency Day

- a. Definition: Circumstances outside the school district's control that present a threat to the health and safety of students and staff, including but not limited to adverse weather conditions such as snow, ice, extreme heat, or extreme cold, may necessitate district closure. In such instances, the district is authorized to utilize Emergency Days, not exceeding the maximum number of Proposed Emergency Days specified in the district calendar. All Emergency Days will be made up before the conclusion of the school year.
- b. Categories of Positions to Report to Work: Secretaries, maintenance Employees and custodians shall report to work on emergency days when school is closed

before commencement due to bad weather, whenever the Central Administrative Office is open. If a secretary or custodian is unable to report due to the weather, the Employee may take a non-paid day, an available personal day, or vacation day. If the Employee is sick as defined by Section 8.A.3, the Employee may also use a sick day.

- c. Personal Day Usage: All nine, ten, and eleven month employees may use an available personal day. If the Employee is sick as defined by Section 8.A.3, the Employee may also use a sick day.

2. eLearning Day

- a. Requirements for eLearning days are separate from emergency days and are detailed in the eLearning Plan located on the district website.

R. Personal Use of Vehicles

Employees shall be reimbursed at the Board approved rate for personal use of vehicles while on district business. To be reimbursed, the travel must be required by the Employer and approved in advance. The Employer may use its procedures for reimbursement.

S. Substitute Rates

Employees will receive the higher rate of pay for hours spent substituting in a different job for which a higher rate is paid.

T. Compensation on Early Dismissal Days

No Employee shall suffer a loss of pay when school is dismissed early due to inclement weather.

U. Work Schedule on Early Dismissal Days (Paraprofessional Department)

On days of early dismissal due to in-service activities, institute days, parent-teacher conferences and the like, Paraprofessional Department Employees will be allowed, but not required, to work a full day for full pay. For such hours, the administration may alter an Employee's duties.

V. Employee Evaluation

The school district will have job descriptions, however, they will not be altered without seeking input from the Association. Employees will be evaluated at least every two (2) years in terms of the job descriptions. Nine (9), ten (10), and eleven (11) month Employees will receive their final evaluation interview at least two (2) weeks prior to the end of their scheduled work year. New Employees will be evaluated at the completion of ninety (90) work days of employment. A copy of the evaluation will be placed in the Employee file, after the Employee has viewed and signed the form. The job descriptions are not incorporated into this agreement.

W. Notification to Central Office of Hour Increases

The building principal or supervisor shall notify the Central Office of regular hour increases or decreases and of change in status for insurance eligibility due to change in hours.

The Association shall be notified of regular hour increases or decreases for the purpose of dues calculation.

The building principal or supervisor shall notify the Central Office of regular hour increases and of change in status for insurance eligibility due to change in hours.

X. Grant Funded Positions

In the case of grant funded positions, work hours are flexible and may be extended beyond the levels of the prior school year, if additional grant money is available to fund the additional hours. These positions may be unilaterally reduced for any future school year, when grant funding is uncertain or insufficient.

This provision does not limit the right of the Board to reduce staff in accordance with Article 7 D.

ARTICLE 8

LEAVES

A. Sick Leave

1. Fourteen (14) days sick leave will be granted at the commencement of each student school term to all IMRF eligible Employees. IMRF regulations provide, at the time of making this Agreement, that an Employee is eligible for IMRF if it is reasonably anticipated that the Employee will work 600 hours or more per year, (irrespective of how many hours the Employee actually works).

EXAMPLES:

Employee AB is scheduled to work only during the student school year for three hours per day for a total of $(180 \times 3 = 540)$ hours per year. AB receives no sick leave, because AB is not eligible for IMRF.

Employee CD is scheduled to work only during the student school year for four hours a day, for a total of 720 hours per year $(180 \times 4 = 720)$. CD is granted an unpaid leave of absence during the year to care for a dear friend, and actually only works 500 hours that year. CD is eligible for sick leave, because it was reasonably anticipated that CD would work more than 600 hours.

Employee EF works 5 hours per day during the school year, and is therefore eligible for fourteen (14) sick leave days a year. When EF is ill or otherwise qualifies to use sick leave, EF receives regular pay (5 hours) for each earned and available sick leave day.

2. Unused sick leave and incremental use of sick leave
 - a. If any Employee does not use the full amount of sick leave thus allowed, the unused sick leave days shall accumulate to a maximum of the maximum number of earned but unused sick leave days recognized by IMRF for purposes of additional creditable service upon retirement, including the leave of the current year. The amount can be used any school year after accumulation. Sick days may be used on a quarter or full-day basis (i.e., quarter-day, half-day, three-quarter-day or full-day). The meaning of one quarter (1/4) day will be administered at the building level. The administration will post or deliver a schedule showing how much time constitutes a quarter day for each employment position.

- b. Transportation Department Employees whose schedules include three (3) daily “routes” may use sick leave on a one-third (1/3) day basis, (that is, one-third (1/3) day, two-thirds (2/3) day or full day).

EXAMPLES: A bus driver has three daily routes of two hours each: (1) A daily morning route, (2) A daily mid-day route and (3) A daily afternoon route. The bus driver may take sick leave in one-third (1/3) day increments. A different bus driver has only a daily morning and daily afternoon route. This bus driver may not take sick leave in one-third (1/3) day increments.

- 3. Each employee of Community Unit District #2 shall be entitled to sick leave for the following reasons:
 - a. Serious illness or injury in the immediate family
The term “immediate family” is interpreted to include husband, wife, child, step-child, foster child, step-father, step-mother, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, aunt, uncle, legal guardian or any person for whom the employee is responsible.
 - b. Personal illness (includes sickness, injury, and stress-induced symptoms, etc.)
 - c. Quarantine at home,
 - d. Maternity-related illness shall be considered as any other illness and treated consistently with established rules and regulations regarding sick leave protection, including doctor’s verification of incapacitation, and
 - e. Bereavement. (Includes any death of any person for whom the employee feels obliged to attend a funeral or otherwise spend a reasonable amount of mourning time).
 - f. Adoption, or placement for adoption.
- 4. A certificate from an Employee’s doctor may be requested to verify a lengthy or unusual illness or to ensure that the Employee has sufficiently recovered to return to work.
- 5. Retiring Employees may apply unused sick leave toward IMRF pension service credit to the extent allowed by law.
- 6. The Employer may require an Employee, at Employer expense, to submit to medical or psychological examination, if the Employer reasonably believes the Employee is suffering from a physical or mental condition that interferes with the Employee’s ability to perform work functions. The Employer reserves the right to require medical examination, at Employer expense, to confirm use of sick leave after three (3) consecutive work days, or as the Board may determine necessary in

other cases. The examination shall be with a physician (or other appropriate professional) designated by the Employer.

B. Personal Days

1. All Employees may take two (2) personal days annually or three (3) personal days after fifteen (15) years of service with Mattoon Community Unit School District. Personal days may be used on a quarter, half or full-day basis. However, Transportation Department Employees who drive three (3) “routes” a day (that is, a morning route, a mid-day route and an afternoon route) may use personal days on a one-third, two-thirds or whole day basis. The Superintendent or designee retains the right to approve or deny all personal day requests. Except in an emergency, Employees shall notify their immediate supervisor one (1) day in advance.
2. Eleven (11) month and fewer Employees may carry over one (1) earned and unused personal day to the next fiscal year. That day must be used by June 30 of that next fiscal year. Any unused personal day shall be added to an Employee’s sick day(s) accumulation.
3. Each full-time Employee who uses four (4) or fewer sick leave days per year shall be granted, in the next school year, one (1) additional personal day. If that additional personal day is not used, it will convert to sick leave.

C. Association Leave

1. The Association shall be allowed ten (10) Employee leave days with pay per year to send representatives to conventions and/or for Association business including IELRB hearings.
2. The Association may purchase fifteen (15) additional leave days at Mattoon Community Unit School District No. 2 substitute rates.
3. The Administration may develop forms with respect to Association Leave.

D. Jury Duty

Any Employee called for jury duty, or who is subpoenaed to testify during work hours in any school-required judicial or administrative matter, shall be paid his/her full compensation for such time with no loss of any leaves, seniority or any other benefits. The Employee shall not be required to remit reimbursements for mileage and/or other expenses, except for the regular jury pay.

E. Leave of Absence without Pay

1. Family and Medical Leave

Employees applying for family and medical leave under Federal law shall notify the administration of the need for the leave, and shall provide reasonable verification for the need for such leave, as required by the administration. The employer and Employees retain such rights as are provided in the Family Leave Act, which act is not incorporated into this agreement. Eligible Employees may take Family and Medical Leave after twelve (12) months total district employment within the preceding seven (7) years and at least one thousand two hundred fifty (1,250) working hours within the twelve month period immediately prior to the request for family and medical leave.

2. Leave of absence without pay for up to one (1) full year may be granted to any Employee with two (2) years of seniority, subject to recommendation by the Superintendent and approval by the Board. When dates of departure and return are acceptable to the Superintendent, leaves of absences of less than one (1) month may be approved by the administration and will not require Board approval. Employees on such leaves may continue insurance benefits, if they reimburse the district for the entire cost of the benefit for which they apply. An Employee upon approved leave of absence shall be guaranteed his or her previous position of employment upon return to work. In the event a returning Employee's previous position has been eliminated, he/she shall be given an equivalent position. Any Employee returning to work from a leave of absence shall retain his/her seniority previously accumulated. Applications for such leaves must be acceptable to the Board and result in the improvement of the educational program in Community Unit School District No. 2, or be based on other reasons that are acceptable to the Board and the Superintendent.

F. Professional Leave

ESPs may receive two (2) days with pay to attend educational activities approved by the Superintendent or designee, if the Employee attends the activity on a scheduled work day. These activities may include, but are not limited to, seminars, workshops, school visits, and classes. The district will reimburse mileage, meals, registration fees and other costs related to the professional activity. If the request is denied, the Employee's supervisor will provide the reason for the denial.

G. Assault Leave

If the Employee becomes disabled due to physical assault or battery while in the performance of duties in accordance with the Board policy, the Employee will not lose wage or be charged with sick leave days for the first ten (10) days of such disability or until the Employee becomes eligible for Worker's Compensation, whichever comes first.

H. Leave Updates

Each Employee will receive record of the employee's accumulated sick leave, personal leave and vacation leave (if applicable). An up-to-date record of the employee's available leave balances will be available on the online absence system.

I. Flexible Schedule

Employees may, with supervisor's approval, alter the Employee's schedule for one (1) day by reducing time up to one (1) hour and adding up to one (1) hour to the same day or another day, or may work during their lunch periods to satisfy some or all of the make-up time. This will be available only if no substitute is necessary and will not result in overtime. This shall not be used to alter the Employee's normal schedule on a regular basis.

J. Emergency Situation

In the event one school is closed due to an emergency situation while other schools remain open, the closed school's Employees shall receive pay for their regularly scheduled hours for that day.

ARTICLE 9

GRIEVANCE

A. Procedures

1. Any claim by an Employee or the Association that there has been a violation, misinterpretation or misapplication of the terms of this agreement shall be considered a grievance.
2. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to a claim of the aggrieved person. The potential for grievances is reduced by establishing and maintaining two-way communication between staff and administration.

3. All time limits consist of work days. Work days for the purpose of the grievance procedure shall mean Employee's employment days. Failure to file a grievance within fifteen (15) Employee work days of the date that either the Employee or the Association affected knew or should have known of the alleged violation, misapplication or misinterpretation, shall act as a bar to any further appeal.
4. Nothing contained herein shall limit the right of any Employee or group of Employees claiming to have a grievance to discuss the matter informally with his/her building principal and/or supervisor. The alleged grievance may be resolved without presence of an Association representative, provided the decision is not inconsistent with the terms of this agreement. If requested by the Employee, a duly designated bargaining unit Employee-representative of the Association may be present at each level, as well as at any other meetings, hearings, appeals, or proceedings relating to a grievance which has been presented, except at Level Three.
5. The Association shall designate its grievance representatives to the Employer in writing.

B. Level One – Informal Step

An Employee or the Association with an alleged grievance must first present it orally and informally to the building principal or other supervisor if no principal supervises the Employee. The Employee must notify the principal it is an informal grievance meeting. The principal will document the date and time of the meeting and whether or not the principal allowed or denied the informal grievance.

C. Level Two – Formal Step

If the informal process fails to satisfy the Employee or the Association, the Association (or the Employee alone, if the Employee does not desire Association representation) may present the grievance in writing to the Superintendent or his official designee within twenty (20) Employee work days of the date that either the Employee or the Association affected knew or should have known of the alleged violation, misapplication, or misinterpretation. During the summer vacation, "Employee Work days" shall mean days the Central Office is open for business.

The Employee or the Association will make this request in writing on a Request for Settlement of Grievance form. The grievance shall include: 1) A description of the problem or complaint stating specifically the act or condition, and the grounds on which the grievance is based. 2) The action or solution desired.

The Superintendent or his designee shall arrange for a meeting with the aggrieved Employee and Association representative(s). Such meeting is to take place within six (6) days of his receipt of the grievance.

Upon conclusion of the meeting, the Superintendent or his designee shall have ten (10) days in which to provide his/her written decision with reasons to the Employee.

D. Level Three

If the grievance is an alleged contract violation, and if it is not resolved in Level Two, the Association shall have available a third step of impartial binding arbitration. The Association may submit, in writing, a request to the Superintendent within thirty (30) days from receipt of the Level Two answer to enter into such arbitration. An arbitrator, selected by the two parties according to the following procedures shall conduct the arbitration proceedings:

1. The Federal Mediation and Conciliation Service (FMCS) will be requested to provide a panel of seven (7) arbitrators.
2. Each of the parties will alternately strike one (1) name at a time from the panel until only one shall remain. The first to strike shall be chosen by chance.
3. The remaining name shall be the arbitrator.
4. Expenses for the arbitrator's services shall be borne equally by the Association and the Employer. The arbitrator in his/her opinion shall not amend, modify, nullify, ignore or add to the provisions of the agreement. The arbitrator's authority shall be limited to deciding only the issue or issues presented to him/her in writing by the grievance. The arbitrator's decision must be based solely and only upon his/her interpretation on the meaning or application of the express relevant language of the agreement. The arbitrator's decision is binding.
5. Required attendance during an arbitration hearing will include release time, if held during the work day.
6. All timelines provided in this agreement may be extended by agreement of the parties in writing, including by e-mail, in which the parties express mutual consent.

ARTICLE 10

EFFECT OF AGREEMENT

A. Strike Clause

The Association agrees that during the term of this agreement, it will not engage in any work stoppage, picketing of the Employer's premises, withholding of services in whole or in part, strike or take other concerted disruptive action against the Employer or its representatives on school premises or at the meeting of the Board. The Board in turn agrees not to lock out Employees during the term of this Agreement. Any Bargaining Unit Member/Employee in violation may be subject to reprimand, suspension and/or dismissal. The Association shall, upon notice from the Board, immediately direct such Employees, both orally and in writing to resume normal operations immediately and make other reasonable effort to end any violation(s).

B. Terms and Conditions

1. The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. It is understood that all rights, powers and authority of the Board and/or its administrative staff, not specifically limited by the language of this agreement, are retained by the Board. The Board, however, shall not take any action that shall violate any of the specific provisions of this agreement. The terms and conditions shall be modified only through the written mutual consent of both parties.
2. Should a court of competent jurisdiction declare any article, section or clause of this agreement illegal, then that part shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in effect. Any changes in existing laws which effect the terms and conditions set forth in this agreement shall be incorporated into this agreement.

C. Effect of the Agreement

The agreement shall become effective on July 1, 2025, and remain in full force and effect through and including June 30, 2028. In the final year of this agreement or any extension, the terms of this agreement will be continued until an impasse is reached, if negotiations for the following year have not been completed.

D. Wages

The Wage Schedules of Appendix B are made a part of this agreement.

E. This Contract is the sole and exclusive agreement between the parties and supersedes all prior collective bargaining agreements, memoranda of understanding and "side letters" between the parties.

THIS AGREEMENT is signed this 13th day of May, 2025, and shall be in full force and effect as provided in Section 10.C hereof.

IN WITNESS THEREOF:

FOR THE MATTOON
EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION/
UAW LOCAL 2384:

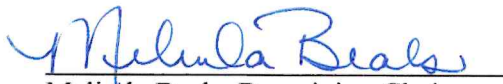


Danny Simpson, President

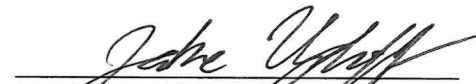
FOR THE BOARD OF EDUCATION
MATTOON COMMUNITY UNIT
NO. 2, COLES & CUMBERLAND
COUNTIES:



Dale Righter, President



Melinda Beals, Bargaining Chair



Jacob Uphoff, Secretary

Appendix A

PAID HOLIDAY SCHEDULE

Holidays	12 Month Employees	11 Month Employees	9, 10, AND 10.5 Month Employees
Labor Day	X	X	X
Columbus Day	X	X	X
Veterans Day	X	X	X
Election Day**	X	X	
Day Before Thanksgiving	X	X	X
Thanksgiving Day	X	X	X
Day After Thanksgiving	X	X	X
Christmas Eve	X	X	X
Christmas Day	X	X	X
New Years Eve	X	X	X
New Years Day	X	X	X
Martin Luther King Day	X	X	X
Lincoln's Birthday/Presidents Day*	X	X	X
Good Friday	X	X	X
Memorial Day	X	X	X
Juneteenth National Freedom Day	X	X	
Independence Day	X		

Note: "X" means that employees receive holiday pay in accordance with Article 6.C

* Based upon approval of waiver from ISBE.

** When provided by law as a legal holiday.

When any of the listed holidays fall on a Saturday or Sunday, the preceding Friday or following Monday will be observed as a holiday.

All school district offices and buildings shall be closed Christmas Eve through New Year's Day without loss of pay for all (12) month employees. This time is equal to three (3) days of their regular work day for this winter holiday break in addition to the Christmas and New Years paid holidays.

Vacations	Office Department 12 Month	Building and Grounds Department 12 Month	All Other Departments 9-11 Months
*Receive 10 days after completion of 1 year from hire date	X	X	
Receive 15 days after completion of 7 years	X	X	

Note: "X" means that full-time employees earn vacation in accordance with Article 6.D
The explanation below is for employees hired after the effective date of this contract.

*After completion of one (1) year from hire date, employees will receive ten (10) vacation days, five (5) of these days may be used after six (6) months from employee hire date. The term "hire date" refers to the date of Board approval.

On July 1, following the one-year anniversary of the employee's hire date, the next ten (10) vacation days will be granted.

For example, an employee hired on October 1, 2025, would receive five (5) vacation days on April 1, 2026, and an additional five (5) days on October 1, 2026. On July 1, 2027, the employee would receive the next ten (10) vacation days. Thereafter, vacation days are granted on July 1.

Spring Break	12-Month Office Department	Building and Grounds Department
1 day off with pay when spring break is for 1 or 2 days	X	
Will work 2 days during spring break	X	X

Note: Good Friday is a Holiday and is not included in the calculations with respect to spring break.

Appendix B

WAGE SCHEDULES

Secretarial Wages			
Years	2025-2026	2026-2027	2027-2028
1-10 Years	\$18.75	\$19.50	\$20.25
11-15 Years	\$19.25	\$20.00	\$20.50
16-20 Years	\$20.50	\$21.25	\$22.25
21-25 Years	\$22.75	\$23.36	\$23.96
26-30 Years	\$25.24	\$26.12	\$27.01
31+ Years	\$28.09		

Paraprofessional Wages			
Years	2025-2026	2026-2027	2027-2028
1-10 Years	\$19.25	\$19.80	\$20.35
11-20 Years	\$19.50	\$20.00	\$20.55
21+ Years	\$22.00	\$22.50	\$23.00

Bus Driver, Mail Courier, Bus/Van Cleaner, Mechanic Wages			
Years	2025-2026	2026-2027	2027-2028
1-10 Years	\$24.00	\$25.00	\$26.00
11-20 Years	\$26.00	\$27.00	\$28.00
21+ Years	\$28.00	\$29.00	\$30.00

Bus Aides Wages			
Years	2025-2026	2026-2027	2027-2028
All	\$16.50	\$17.50	\$18.50

Nurse Wages			
Years	2025-2026	2026-2027	2027-2028
All	\$30.50	\$31.70	\$32.80

Appendix B

Maintenance Wages			
Years	2025-2026	2026-2027	2027-2028
All	\$31.33	\$32.59	\$33.89

Groundskeeper Wages			
Years	2025-2026	2026-2027	2027-2028
All	\$23.50	\$24.25	\$25.25

Custodial Wages			
Years	2025-2026	2026-2027	2027-2028
1-10 Years	\$19.50	\$20.25	\$20.75
11-15 Years	\$22.25	\$22.75	\$23.25
16-20 Years	\$23.50	\$24.25	\$25.25
21-25 Years	\$24.00	\$25.75	\$27.00
26-30 Years	\$27.00	\$28.25	\$29.50
31+ Years	\$29.95	\$31.14	\$32.08

Custodial Stipends	
Preschool Head Custodian	\$0.90
High School Head Custodian	\$0.90
Middle School Head Custodian	\$0.90
Elementary School Head Custodian	\$0.90
Sports Center Custodian	\$0.90
3rd Shift (only during hours worked during 3rd shift)	\$0.30
Hazard (Hazard pay will be earned only during hours when custodial staff is working in conditions requiring either the resilient flooring removal certification or pesticide applicator license)	\$1.00

MEMORANDUMS OF AGREEMENT

District Groundskeeper

The Mattoon Community Unit School District No. 2 Board of Education (“Board”) and the Mattoon Educational Support Personnel Association Local 2384 (“Association”) agree to the following:

1. The Board will create and post a District Groundskeeper position for the 2025-2026 school year.
2. The District Groundskeeper will be paid on the Custodian wage scale.
3. The District Groundskeeper will be a full-time (40 hours per week) position.
4. Prior to posting, the Administration will seek feedback from the Association on the District Groundskeeper job description.

Secretarial Division of Work

The Mattoon Community Unit School District No. 2 Board of Education (“Board”) and the Mattoon Educational Support Personnel Association Local 2384 (“Association”) agree to the following:

1. The Board and the Association agree to form a committee made up of equal members appointed by each party, with representation from each building, to create a plan for the distribution of secretarial duties in each school. The committee will be formed by the last day of the 2024-2025 school year.
2. Until the committee reaches agreement on the plan, the existing division of work responsibilities will remain in place.
3. The parties’ intent is that the committee will create a plan that balances the duties of secretaries within each building.
4. The committee’s agreement shall be documented in an exhibit submitted to the Superintendent that outlines the specific duties for each secretarial position in each building. The committee’s agreement shall also be reflected in job descriptions for secretarial positions at each building.

Transportation Special Trips

The Mattoon Community Unit School District No. 2 Board of Education (“Board”) and the Mattoon Educational Support Personnel Association Local 2384 (“Association”) agree to the following:

1. The Board and the Association agree to form a committee made up of equal members appointed by each party to create the process for the assignment of special trips. The committee will be formed by the last day of the 2024-2025 school year.
2. Until the committee reaches agreement on the process, the existing terms of the collective bargaining agreement shall continue to apply.
3. The parties’ intent is that the committee will create a process that balances the interests of veteran employees and newer employees in order for both to have opportunities for special trips.
4. The committee’s agreement shall be implemented in an MOU which the Superintendent and Association President are authorized to execute.