

AGREEMENT BETWEEN
CUMBERLAND EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION
AND
THE BOARD OF EDUCATION
CUMBERLAND UNIT SCHOOL DISTRICT #77
July 1, 2025 – June 30, 2027

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ARTICLE I

RECOGNITION

1.1 Definition

The Board of Education of Cumberland Community Unit School District #77, Cumberland County, Illinois, hereinafter referred to as the "Board", recognizes the Cumberland Educational Support Professionals Association IEA/NEA, hereinafter referred to as the "Association" as the sole and exclusive negotiating agent for all full and part-time Educational Support Professionals. Those positions excluded from the bargaining unit shall be: Secretaries to the Superintendent; Supervisor of Maintenance; Supervisor of Cafeterias; and Transportation Director and any employee properly excluded under the terms of Ill. Rev. Stat. c. 48, para. 1701 et. se. Educational Support Professionals shall include:

- A.** Playground Supervisors
- B.** Cooks
- C.** Custodians
- D.** Maintenance Workers
- E.** Secretaries
- F.** Bus Drivers
- G.** Mechanics
- H.** Paraprofessionals
- I.** Health Professional
- J.** Lunchroom Clerk
- K.** Nurse

ARTICLE II

EMPLOYEE AND ASSOCIATION RIGHTS

2.1 Employee Discipline

The Board and/or Administration have the right and responsibility to discipline an employee for deficient work performance or for improper conduct. Rules and regulations governing employee conduct shall be reasonable, and enforcement of employee discipline shall be exercised for a just cause. Disciplinary action shall be progressive except for gross misconduct such as theft or sexual misconduct with a student:

When the District contemplates taking disciplinary action against an employee,

the District will use the following procedure:

- 2.1.1** The employee and supervisor shall attempt to resolve concerns through informal conversation. The employee is entitled to Association representation of their choice;
- 2.1.2** If no resolution is agreed to through informal conversation, written notice of the specific grounds forming the basis for disciplinary action shall be delivered to the employee, and the employee may invite a representative of the Association to meet with the supervisor in a formal conference to resolve the concerns;
- 2.1.3** If no resolution is agreed to at the preceding level, the employee and representative shall be granted a meeting with the Superintendent;
- 2.1.4** If no resolution is agreed to at the preceding level, the employee and representative shall be granted a meeting with the Board at the next regularly scheduled Board meeting following a written request.

2.2 Professional File

An official professional file for each employee shall be maintained at the Central Administration Office. Each employee shall have the right, upon written request, to review the contents of his/her professional file, and to place therein written reactions to any of its contents, with the exception of pre-employment confidential materials. Materials related to discipline, continuation of employment, or any material derogatory to an employee's conduct, service, character, or personality may not be placed in the professional file unless the employee has been given a copy of such material and given an opportunity to present a written response.

2.3 Dues Deduction

The Board shall deduct from each employee's pay the current dues of the CESP, IEA- NEA, provided that the Board has an employee-executed authorization for dues deduction, the amount of which shall annually be certified by the Association. Such dues shall be deducted in sixteen (16) equal payments beginning October 1st, provided that the employee-executed authorizations are turned in to the Unit Office by September 15. All dues deducted by the Board shall be remitted to the Association no later than ten (10) days after such deductions

are made.

The District is expressly relieved of all dues deduction liability with regard to:

- A.** Insufficient earning to cover deductions.
- B.** Unpaid dues in arrears when the District has complied with its deduction responsibilities.
- C.** The dues of employees no longer employed by the District or employees on leaves of absence.

2.4 Meetings, Notices & General Information

The Educational Support Professionals Association may request to use the following:

- A.** School buildings for business meetings upon the approval of the building principal, and does not conflict with school activities.
- B.** Department mailboxes, inter-school mail, school email, and designated employee bulletin boards for the purpose of internal communications.
- C.** Computers/technology and copy machines upon the approval of the building Principal and providing the Association reimburses the District for the cost of any paper, supplies used and any damages other than from normal usage.

2.5 Board Meeting Notice

The President of the Association shall be given written notice and a copy of the agenda packet of all regular and special meetings of the Board the same day as the Board members.

When the news release containing the Board meeting summary is completed, a copy shall be given to the Association President.

Employees shall have the opportunity to participate in the building meetings conducted by the principals following each Board Meeting to learn of the decisions of the Board.

2.6 Association Leave

The School Board shall provide the Association ten (10) days total, district wide, with pay per year to send representatives to conventions and/or training workshops. If one bargaining unit member holds an elected IEA-NEA office at the

state level they shall be given an additional four (4) Association leave days. Such days shall not be used for leave or to provide testimony, investigate or further any cause of action in which the school district is a party defendant. The Association may designate use of Association leave provided administration is given at least forty-eight (48) hours advance notice of intended use. If the designation is for a delegate to an Association convention the school district shall pay the cost of any substitute. In all other cases the CESPAs shall pay substitute wages in the event a substitute is employed.

2.7 Documents

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

2.8 Association Representatives

Representatives of the Association shall be permitted to transact official Association business on school property provided that such business shall be conducted outside of the employee's scheduled work times.

2.9 Distribution of Agreement

Once the negotiations Agreement has been finalized and accepted by both parties, copies shall be prepared for distribution. One representative from the Board and one representative from the Association shall be responsible for proof-reading and formatting. The Association will be supplied one (1) original of final agreement from which they will supply copies to all employees, district administration, and the Board.

ARTICLE III

CONDITIONS OF EMPLOYMENT

3.1 Job Security

When a vacancy exists in the district, present employees will be afforded the opportunity to apply for the position. Notice of vacant positions will be emailed, using district email, to all present employees, within three (3) school days of the vacancy. A vacancy is defined as any bargaining unit position that is open due to a resignation, termination, or retirement, or any newly established bargaining unit position. Notice of vacancies will be posted electronically within five (5) days of the decision to fill such vacancy. Vacancies shall be posted on-line for a

minimum of five (5) days and remain posted until filled. Any bargaining unit member who meets the requirements for a posted position will be interviewed for that position. The Association president will be notified of the successful candidate filling a position within three (3) school days of the candidate's acceptance of appointment.

When making any transfers or reassignments within a specific job classification, qualifications, work experience, and seniority will be considered.

The duties of any employee or the responsibilities of any position shall not be increased, decreased or transferred to persons not covered by this agreement without prior written agreement of the Association with the exception of an emergency.

In the event of an emergency as defined by the Superintendent every effort will be made to utilize the services of the employee of the district who would normally perform the work required.

3.2 Subcontracting Services

It is the philosophy of the Cumberland Board of Education to provide quality services to the students of CUSD #77 by employing quality and highly qualified individuals in all positions, certified and non-certified. It is the Board's belief that this can best be done by employing its own workers and not through contracting services from an outside source. However, if in the future because of financial constraints or other extenuating circumstances the Board found it necessary to explore this option, the Board shall act in conformance with 105 ILCS 5/10-22.34c.

3.3 Shutdown

In the event the Superintendent declares an emergency day, prior to the employee reporting to the work site, cooks, lunchroom clerk, secretaries, bus drivers, paraprofessionals, nurse, and the health clerk shall not report to work. If the employee reports for work prior to the cancellation of school, they shall be compensated for two (2) hours show-up pay. Custodians, mechanics, maintenance workers and the twelve-month secretary shall be expected to report to work and shall be paid for time worked.

3.4 Resignation

An employee who is resigning from his/her position shall give two (2) weeks

advance notice. Part or all of the two (2) weeks' notice may be waived by mutual consent between the employee and Superintendent. Earned vacation shall be paid on a prorated basis in accordance with this contract.

3.5 Seniority Lists

Separate seniority lists shall be established in each job classification: Secretaries, Bus Drivers, Cooks, Lunchroom Clerk, Custodians, Mechanics, Maintenance, Playground Supervisors, Paraprofessionals, Nurse, and Health Clerk. Seniority shall date from the first date of hire.

3.5.1 The Board will prepare, maintain and post the seniority list. The seniority list will be electronically posted by February 1 of each year.

3.5.2 Any employee disagreeing with his/her position on the seniority list will notify the Superintendent and Association President within thirty (30) work days of the date of posting.

3.6 Duty Free Lunch Period

Employees who work 6.5 hours or more per day shall be entitled to a minimum of a thirty (30) minute duty free lunch period.

3.7 Annual Shift Assignments

Each employee shall receive tentative notification of his/her normally assigned shift, school and schedule no later than two days prior to the last day of student attendance, or first date of employment in the case of a new employee. The Board reserves the right to make changes when conditions warrant. If a change in assignment is warranted, the Employee may request an Association Representative to meet with Administration to discuss the reason for the changes.

3.8 Shift Changes

On days when school is not in session (i.e., emergency days, vacation) shifts will be determined by the Supervisor/Principal.

3.9 Reduction in Force

Reduction procedures will follow School Code. See Appendix B.

3.10 Work Reassignments

When employees are assigned work in a different job classification for five (5) days

or less during a current school year, the rate of pay shall not be affected. Beginning with the sixth (6th) day, the employee shall earn the pay rate applicable to the new job classification. If the pay rate applicable to the new job classification is less than the salary earned in the previous job classification, the employee will continue to be paid at the previous job classification pay rate. This section does not apply to employees who voluntarily request a new assignment.

3.11 Physical Examinations

New employees shall have a physical examination showing evidence of physical fitness and freedom from communicable disease including tuberculosis. Bus Drivers shall have physical examinations each year. The Board may require any employee to have a physical examination. All such physical examinations, including drug/alcohol testing when applicable, shall be conducted by a licensed physician of the Board's choice and shall be paid for by the Board.

3.12 District Directory

All Professionals who are employed as of the first student attendance day of the fall term of a given year shall be listed in the District Directory for that year. Each employee will be issued a card identifying him/her as an employee of the District. Each employee will be issued an active district email address and daily access to a district computer for use as defined in the District's Acceptable Use Policy. Cumberland group emails will be updated within forty-eight (48) hours of each new hire and/or position change.

3.13 Night Shift Differential

Custodians who work the second shift shall be entitled to an additional twenty-five cents (\$.25) per hour; those who work the third shift shall be entitled to an additional fifty cents (\$.50) per hour.

3.14 New Employees

A newly hired employee, who has not previously been in the service of the district, may be discharged at any time without notice, or assigning any reason whatsoever for the first six (6) months of employment.

The Head Cooks will be included in the interview process of any new cook, prior to the District offering employment.

3.15 Re-Employment Service Credit

A former Educational Support Professional of Cumberland CUSD #77 who is re-employed by the district within three (3) years will re-enter the new employment or substitute employment term at the approved wage schedule step that they would qualify for when they resigned or retired, previous excluding incentives that they may have received. If resignation or retirement came **before the completion of a school year**, the re-employed individual will be placed on the same schedule step as when they left employment. If resignation or retirement **comes after the completion of a school year**, the re-employed individual will move into the sequential ascending step. Retired employees will be responsible for following all applicable IMRF and Social Security pension terms.

The re-employed individual will NOT retain their previous ranking on the seniority list.

The Cumberland CUSD #77 Board of Education determines all employment and re-employment of personnel.

3.16 Employee Work Week

- A.** The standard work week shall be five continuous days – Monday through Friday – allocated as follows:

Secretaries	35.0 hours per week
Bus Drivers	
Regular	20.0 hours per week
Preschool	10.0 hours per week
Shuttle	17.5 hours per week
Special Education*	10.0 hours per week
Cooks	
Full-time	35.0 hours per week
Part-time	15.0 hours per week
Lunchroom Clerk	35.0 hours per week
Custodians	40.0 hours per week
Mechanics	40.0 hours per week
Playground Supervisors	11.25 hours per week
Paraprofessionals	35.0 hours per week
Nurse	35.0 hours per week
Health Clerk	35.0 hours per week
TLC Route	37.5 hours per week
Head Cook	40.0 hours per week

(Drivers will receive a minimum of four (4) hours per day, plus whatever additional time is required to safely drive the route from the school and back to the school. Any current employee who is assigned to the bus as an aide shall receive a minimum of two (2) hours per trip. Final determination of the route from the school and back to the school will be determined by the Superintendent.)

- B.** The Board reserves the right to adjust each employee's hours within the week to meet changing conditions. If a driver returns early from their route, they will be assigned duties to fulfill their contractual time. Duties may include the cleaning of district owned or leased equipment and facilities. If a driver must leave before they fulfill their time requirement, their timecard must represent the reduction.
- C.** Employees shall not be paid for the thirty (30) minute duty free lunch period.

3.17 Work Week – Twelve Months

The work year for custodians, mechanics, and maintenance workers shall be twelve months unless shortened by the Board on non-pupil attendance days.

3.18 Work Year – Secretaries, Bus Drivers, Cooks, Lunchroom Clerk, Playground Supervisors, Paraprofessionals, Nurse, and Health Clerk

The work year for other employees shall coincide with the established school calendar, adjusted as follows:

Secretaries	190 days to 12 months
Bus Drivers	176 Pupil Attendance Days plus the first and last institute days
Cooks/Lunchroom Clerk	176 Pupil Attendance Days, plus five workdays before the first institute day and the first and last institute days
Playground Supervisors	176 Pupil Attendance Day

Paraprofessionals	176 Pupil Attendance Days plus the first, and last institute days
Title I and Speech Aides	176 Pupil Attendance Days plus the first, semester and last institute days
Nurse	176 Pupil Attendance Days plus the first, semester, and last institute days. Plus one day before the first institute day and five (5) additional days.

3.19 Notification of Assignments

Any employee who is getting a permanent change in assignment to another building/classification/school (high school, middle school, and elementary school) shall be notified in writing one (1) week prior to the date the transfer is to become effective. Employees who are being permanently transferred within the building shall be given written notification within two (2) work days prior to the transfer.

3.20 Evaluation

Employees shall be evaluated in accordance with the District's Support Staff Evaluation Plan, which is hereby incorporated by reference.

3.20.1 Staff Evaluation Committee

The Support Staff Evaluation Committee shall have the responsibility of making recommendations for changes in job descriptions, monitoring the effectiveness of the plan, and recommending adjustments to the Board and Association. The Committee may also obtain and provide training to employees on aspects of the plan.

The committee shall consist of ten (10) members composed of an equal number of members representing the Board and the Association. The Board and Association may bring additional consultants or Professionals to Committee meetings, but such individuals shall not participate in the decision-making process. Decisions by the Evaluation Committee shall be based on a consensus of the members of the committee.

3.20.2 New Employee Evaluation

All new employees will be evaluated every year for the first four (4) years. After four (4) years, employees will be evaluated every other year. If an

employee receives a low rating on their evaluation, that employee would revert back to being evaluated every year, for four (4) years.

3.21 School Calendar

The Board shall establish a school calendar that does not exceed 185 school days. The calendar shall contain no more than 176 regular workdays, four institute days, and five emergency workdays. If the five emergency workdays are not used for emergency purposes, they shall not become employee workdays. The Association shall have equal access to the district school calendar survey and input on the calendar prior to the establishment of the school calendar for the coming year.

3.22 Student Medical Issues

No medications will be transported by Bus Drivers unless a student must carry their own medications for emergency-life threatening conditions (i.e., epi-pen, insulin, inhaler, etc.) in which case a notation will be made on that student's individual school bus route sheet and the regular Driver/Attendant shall be notified. It will be grounds for dismissal, if a Bus Driver shares a student's medical information with anyone, other than a first responder, for any reason.

3.23 Job Related Injuries

If the employee sustains a job-related physical injury while performing job duties within the scope of his/her employment, is eligible for Worker's Compensation, and uses sick leave days waiting for Worker's Compensation benefits to begin, the employee's sick leave days used while waiting for Worker's Compensation to begin will be restored to the employee's sick leave bank.

ARTICLE IV

COMPENSATION AND BENEFITS

4.1 Wages

The hourly wage rates for employees are set forth in Appendix A and made a part of this Agreement.

4.2 Overtime

When extra work is available the immediate supervisor shall inform his/her fellow

workers of the details and arrange for the duties to be covered. Extra work shall be defined as all work over and above the standard work day and/or work week. The rate of compensation for such work shall be one and one half (1 1/2) times the normal rate of pay. Such work shall be assigned on a rotating basis beginning with the most senior and going down the list of those employees assigned to the building in which the work occurs. This work shall include but not be limited to work caused by an outside agency using school facilities, sporting events, or internal substitution. For bus drivers, no more than on special route (TLC and Pre-K) shall be assigned per person in addition to their regular routes.

4.3 Call Back Pay

When an employee is called back to work outside of his/her assigned workday or shift, the employee shall be paid a minimum of two (2) hours.

4.4 Paydays

- A.** Paydays shall commence on the 15th day or 30th day of the month (or final day of the month if employment is in February) after the first day of employment and shall continue through the 15th and 30th of each month thereafter.
- B.** Employees may choose one of two options.
Pay in 10 months - 20 installments
Pay in 12 months - 24 installments
- C.** Each employee will submit a signed timecard approved by their Supervisor.
- D.** Should a payday fall on a regular school holiday, payday shall be the day before.

4.4.1 Payday – School Not in Session

During the summer when school is not in session, paychecks may be picked up in the Unit Office. Employees may request that their checks be mailed out on payday. This request should be made in writing prior to the end of the school year.

4.5 Insurance

The Board will pay insurance premiums for employees only, who work seventeen

and one-half (17 1/2) hours per week or more, not to exceed six hundred twenty five dollars (\$625) per month in 2025-2026, six hundred fifty dollars (\$650) per month in 2026-2027. Employees who work less than seventeen and one-half (17 1/2) hours per week may participate in the insurance program by paying the full insurance premiums through payroll deduction, subject to regulations of the insurance company.

The Board will also provide an IRS Section 125 Plan on a volunteer basis, to specify the amounts to be deducted from his/her salary for the purposes of premium cost for employer provided health insurance, unreimbursed medical expense, and child care. The cost for such a plan shall be paid by the Board.

4.5.1 Insurance Monitoring Committee
(See attached Memorandum of Understanding - MOU)

The Board and the Association shall establish an Insurance Monitoring Committee. The membership of the Insurance Committee shall consist of three (3) representatives from the ESP Association, three (3) representatives from the Teachers Association, and three (3) Board representatives.

The committee shall actively meet and develop recommendations for changes in the insurance program. No changes will be made in the insurance plan that is inconsistent with the majority recommendations of the committee. The committee will meet on an ad- hoc basis to review additional changes at the request of the Association or Board.

The committee shall consider all options which are in the best interest of the district and the employee, taking into account without limitation, benefit designs and options, cost savings, cost containment options managed care, preventative and wellness programs, and the like.

The committee shall consider, but not by way of limitations, the following:

- A.** Additions to and modifications of the benefits currently in effect
- B.** Selections of insurance and stop-loss reinsurance carriers
- C.** Selection of third party administrators
- D.** Selection of managed care networks and brokers
- E.** Selection of funding mechanisms for covers (i.e. fully funded conventional, self- funded etc.) and
- F.** Establishment of premium levels for single and family coverage.

4.6 Extra Trip Compensation

Extra trip is defined as any trip that transports students for any purpose other than the regular school day. These trips would include but not be limited to field trips and athletic events. The compensation for these trips would include a two hour minimum driving time at the regular hourly rate. If the driver has forfeited his/her regular afternoon route they will be paid one and one half (1 1/2) their regular rate for two (2) hours. Any time spent driving over the minimum would be paid at that rate for time actually spent calculated in one-fourth (1/4) hour increments. Any time spent waiting for students during such events will be compensated at a rate equal to \$16.50 per hour for 2025-2026, \$17.00 per hour for 2026-2027 calculated in one-fourth (1/4) hour 50 cent increments. If a trip is on a non-attendance day drivers will be paid an additional one half (1/2) hour at the wait time pay rate in order to prepare the bus for the trip. Extra trips shall be offered on a rotating basis beginning with the most senior driver. No driver shall exceed forty (40) hours per week.

4.7 Retirement Incentive

4.7.1 Length of Retirement Bonus

If any non-certified Employee gives the Board an irrevocable notice of retirement by May 1st four (4) years prior to the year of retirement, the Board shall pay him/her a six percent (6%) retirement bonus, inclusive of all other increases in IMRF creditable compensation, for each of his/her remaining four (4) years of service. If an Employee gives the Board an irrevocable notice of retirement by May 1st three (3) years prior to the year of retirement, the Board shall pay him/her a six percent (6%) retirement bonus, inclusive of all other increases in IMRF creditable compensation, for each of his/her remaining three (3) years of service. If an Employee gives the Board an irrevocable notice of retirement by May 1st two (2) years prior to the year of retirement, the Board shall pay his/her a six percent (6%) retirement bonus, inclusive of all other increases in IMRF creditable compensation, for his/her remaining two (2) years of service. If an Employee gives the Board an irrevocable notice of retirement by May 1st one (1) year prior to the year of retirement, the Board shall pay him/her a six percent (6%) retirement bonus, inclusive of all other increases in IMRF creditable compensation, for his/her remaining year of service.

4.7.2 Removal from Salary Schedule

Once an Employee submits an irrevocable notice of retirement by May 1st, that Employee shall be removed from the wage schedule contained in Appendix A of this agreement. All calculations for increased IMRF creditable earnings will be based on the IMRF creditable earnings in the year prior to the submission of the irrevocable notice of retirement. Once the Employee submits an irrevocable notice of retirement, in no case will the Employee's IMRF creditable earnings increase exceed six percent (6%) of the previous year.

4.7.3 If Board Eliminates or Reduces Extra Duties

If, during the year(s) in which a retiring Employee is being paid the retirement bonus, the Board eliminates or reduces extra duties which results in the employee providing less services, such as extra trips, ticket takers, supervision etc., the Employee's creditable earnings increase will be adjusted to reflect the level of services being provided, but in no case will the reduction exceed fifty percent (50%). When an Employee's extra duties are eliminated or reduced, the Board will attempt to provide the employee with alternative extra duties of comparable value that also meet the requirements of the Board/Administration.

The Board's attempt shall not be grievable, nor subject to the grievance procedures of this agreement.

4.7.4 If Employee Elects Not to Perform Services

If during the year(s) in which the retiring Employee is being paid for the retirement bonus, the Employee elects not to perform services (i.e. extra trips, coaching, clock or scorebook keeper, supervision etc.) which the employee was paid a stipend or additional compensation the previous year, the retirement bonus will be recalculated accordingly.

4.7.5 Applying for Retirement Bonus

To access any of the forgoing retirement bonus plans, an Employee must submit an irrevocable notice of retirement no later than May 1 of the school year prior to accessing the plan and must be eligible to draw IMRF pension at the date of retirement and meet the eligibility criteria. This notice must be accompanied by a "Benefit Estimate" confirmation of total years of service from the IMRF.

4.7.6 Eligibility Criteria

After the Employee has completed ten (10) years of full time service with Cumberland CUSD #77 he/she is considered eligible to apply for the retirement bonus by meeting one of the following conditions: 1. The Employee is at least sixty (60) years of age at the time of retirement, or; 2. The Employee is at least fifty-five (55) years of age and will have eleven (11) years of creditable service as defined by IMRF at the time of retirement.

4.7.7 Termination Clause

If, during the term of this agreement, any legislation, IMRF rules/regulations are enacted or not reenacted and or adopted or amended that result in a greater cost to Cumberland CUSD #77 than the costs generated by this Agreement, individuals currently receiving the bonus shall continue to receive the bonus, the parties agree no additional Employees will be allowed access to this benefit. **This retirement incentive shall be in effect for the life of this Agreement only.**

4.8 State Mandated Training

The employer shall provide any State mandated training on the safe use of all products, procedures and equipment to be used during the work hours of the employees covered by this agreement. This training shall take place during normal work hours to the extent that such is possible. If training is required outside contract hours, the District shall pay a stipend in the amount of \$100, subject to superintendent approval.

4.9 Leave of Absence Coverage by Education Support Personnel

When requested by a Building Administrator, the District will allow an ESP who has a teaching professional educator license (PEL) to cover a leave of absence substitute assignment for a Classroom Teacher based on the following guidelines:

- a. The ESP must mutually agree to the assignment in writing (via email).
- b. The assignment cannot be for more than sixty (60) days, unless mutually agreed upon by the Union and District.
- c. The ESP must hold an appropriate substitute or teaching PEL.
- d. The ESP will be required to pay into TRS instead of IMRF during the period of the assignment.
- e. Those ESPs holding a substitute teaching license will be paid the long-

term substitute rate or their current rate of pay, whichever is higher, starting on the first day of the assignment.

- f. Those ESPs holding a teaching PEL will be paid according to the appropriate sections of the Teacher salary provisions.
- g. The ESPs insurance coverage and premium will remain in effect during the length of the assignment.
- h. While in the role of Teacher, the ESP will be required to work the contracted Teacher schedule and attend all early release and professional development without additional pay.
- i. The District will try to find a substitute for the Paraprofessional who is filling in a leave of absence for the length of the assignment.
- j. The ESP will go back to their same position once the assignment has been completed, unless the position is no longer available due to staffing reallocations or a reduction in force.

4.10 National Guard Policy

Section 10/20-7 of the School Code provides that districts may pay salaries for personnel called to active duty in the Illinois National Guard. The Board agrees to pay the difference between the actual salaries which he/she would have drawn per day in his/her regular assignment up to a maximum of five (5) days. Should the guard duty period extend beyond five (5) days, personnel will be deducted the full amount. No payments will be made for regular training periods.

4.11 Longevity/Retention Bonus (New Language)

The Board shall pay eligible Employees a longevity/retention bonus in the following amounts after the completion of the following listed years of service to the District.

After Completion of:	Amount of Bonus:
5-14 years	\$500
15+ years	\$1,000

The Board shall pay the longevity/retention bonus amounts to eligible Employees on the last payroll check in May (May 30).

ARTICLE V

LEAVES

5.1 Sick Leave

- A.** Each employee shall be entitled to twelve (12) sick leave days without loss of pay.

**** See policies 6.1.2, 6.1.2.1, and 6.1.2.2 relating to sick leave.**

- B.** A sick leave day shall be defined as the normal work day for that employee. Sick leave shall accumulate to 260 days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or illness or death in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family shall be interpreted to include: spouse, father, stepfather, mother, stepmother, brother, sister, son, stepson, daughter, stepdaughter, step-brother or step-sister, brother or sisters-in-laws, grandchildren, adopted, custodian or in-law children, grand-parents, parents-in-law, and domestic partner.

5.1.1 Accumulated Sick Leave

Upon retirement by an employee (must be eligible to draw IMRF at the date of retirement), the Board agrees to pay that employee fifty (\$50) per day for any accumulated sick leave over 200 days.

5.1.2 Abuse of Sick Time

When an employee has shown signs of abusing the use of sick time as described in 6.1.2.2 below, an association representative and administration shall meet with the employee to discuss the employee's use of time and will consider the explanation offered by the employee in determining whether to place the employee on "proof status". This meeting will occur prior to administration placing the employee on "proof status".

5.1.2.1 Proof Status

Proof Status is when an employee may be asked to provide a certified medical practitioner's statement explaining the employee's illness and the reason for his/her absence. An employee must be served with written notice that he/she is being placed on proof status prior to the proof status going into effect. The notice shall include specific allegations of misuse, itemization of steps necessary to correct the behavior, and an expiration date for the proof status if the corrective action is completed. An individual

proof status shall not be any longer than six (6) months but may be renewed if there is no improvement. If an employee fails to provide acceptable documentation, then he/she may be subject to take the absence(s) as a dock day.

5.1.2.2 Description

When an employee is absent and uses sick time on six (6) or more separate first days of the workweek, last days of the work week, workdays following a scheduled pay day, work days preceding or following a holiday, vacation day, or personal leave day, or any combination thereof within twelve (12) consecutive months.

5.1.2.3 Sick/Personal Leave Donation

An employee may voluntarily donate up to five (5) sick leave or personal leave days to any other Association member who has exhausted all of his/her sick leave, based upon the following provisions:

- Donated days must be in "Whole Day Increments"
- Donating employees are limited to a donation of five (5) days per donation per year and must retain at least 12 days for his/her own use.
- There is no limit on the number of days an employee may receive.
- An employee must file a written request for "sick leave donation" days with the Superintendent, stating the reason for the request. An employee must use all available sick and personal leave before using any of the donated days, but the employee may request the day in anticipation of need. The Superintendent will inform the employees through the Association, that an employee has requested a sick leave donation. An employee who desires to donate days will complete a district donation form, indicating the number of days being donated to the employee.
- If more than one employee donates sick leave days, a lottery will be used to determine the order of use. The number of days donated will be proportionate to the number of donors. Any employee donating more than one day, shall not have the second day used, until the first day of all other donating employees has been utilized.

- Any unused day will be returned to the donors proportionately in the same manner in which they were donated, in the order of the lottery.
- All requests will be approved or denied by the Superintendent and the CESPAs President or designee.

5.2 Attendance Improvement Incentive

For those Employees who show a sincere effort to minimize their use of sick time given by the Board, the following considerations shall be effect for the life of this Agreement only:

1. Any employee using three (3) days or less of their contractual sick time earned during the school year shall be given two (2) days of additional personal leave the next school year.
2. Employees working less than full-time schedules shall have both the sick time use rate and the personal leave earning rates prorated based upon his/her work schedules for the year, for this sick time incentive program.

5.3 Personal Leave

The Board may grant each employee three (3) days of personal leave per year without loss of pay during their first fifteen (15) years of service and four (4) days per year after sixteen (16) years of employment. Personal days may be used on a half or full day basis. Requests will be granted subject to the following provisions: The employee shall submit a written request at least two days prior, except in emergencies not more than one employee per job classification will be granted leave on the same day. Upon request, the Board may grant an employee a personal day preceding or following legal holidays. Unused personal leave days shall be added to unused sick leave accumulation.

Unique circumstances which violate above restrictions shall be considered by the Board or authorized representative. Unused personal leave days may accumulate to five (5) days. Unused personal leave days beyond the accumulated five (5) days will be added to sick leave each year.

5.4 Jury Duty

An employee called for jury duty during working hours shall be paid full salary and suffer no loss of benefits provided the District is reimbursed the amount paid for

such jury duty, excluding compensation for food and travel. The employee shall provide proof of jury service.

5.5 Leave of Absence

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

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave. Leaves of absence without pay for not more than one year may be granted according to the following conditions.

- A.** Written requests for leave of absence without pay should be made at least three months before the leave is desired except in emergency and subject to approval by the school Board.
- B.** Date of departure and return must be mutually acceptable to the employee and administration and determined prior to any final action on the request.
- C.** Leaves may be granted for such reasons as may be acceptable to the Board of Education.
- D.** Employees on such leave may continue insurance benefits if they reimburse pro-rata costs of benefits for which they apply.
- E.** Any employee returning to work from a leave of absence shall retain their previously accumulated seniority.

5.6 Bereavement Days

Employees shall be given three (3) days off with pay to attend services or to make necessary arrangements upon the death of a member of their immediate family which for the purposes of this section includes: spouse, children, parents, grandparents, siblings, domestic partner, step-grandparents, stepchildren, stepsiblings, and in-laws (grandparents, parents and siblings).

Employees shall be given one (1) day off with pay to attend services or to make necessary arrangements upon the death of a member of their extended family which for the purposes of this section includes: nieces, nephews, aunts, uncles, and cousins.

An employee may use additional days in addition to the ones provided by definition in the previous paragraphs if necessary. Additional days would be charged to sick leave. Employees may also request and be granted the use of

personal leave to attend the funeral of non-related individuals under special circumstances such as the close relationship between the deceased and the employee.

5.7 Dock Days

All requests for dock days shall be submitted to the Superintendent for approval.

5.8 FMLA

The Family Medical Leave Act allows eligible employees to take time off without loss of benefits. Employees under this agreement are entitled to FMLA leave pursuant to the Family Medical Leave Act, if they meet the statutory eligibility criteria. For purposes of calculating leave entitlement, the FMLA year will be based on the school year and the amount of hours required for eligibility shall be 1000 hours.

5.9 Summer School Pay

Any Education Support Professional implementing the Apex program or similar online curriculum and has a paraprofessional license will receive \$30.00 per hour.

ARTICLE VI

VACATIONS AND HOLIDAYS

6.1 Vacation

Vacation shall accrue at the completion of a year.

- A.** All 190 days to twelve-month employees shall receive vacation according to the following schedule:

One year of service	5 vacation days
2 to 5 years of service	10 vacation days
6 to 9 years of service	11 vacation days

10 to 12 years of service	12 vacation days
13 years of service	13 vacation days
14 years of service	14 vacation days
15 years of service	15 vacation days
16 years of service	16 vacation days
17 years of service	17 vacation days
18 years of service	18 vacation days
19 years of service	19 vacation days
20 years of service	20 vacation days

- B.** Vacation may not be carried over from school year to school year. Requests for vacation shall be submitted at least twenty (20) days in advance. Vacation schedules shall require prior approval of the Administration. Every custodian must be given the opportunity to take vacation.

6.2 Holidays

Employees shall receive 11 holidays without loss of benefit or pay. Holidays shall include: New Year's Day, Third Monday in January, Third Monday February, Friday before Easter Sunday (Good Friday), Memorial Day, Juneteenth, First Monday in September, Second Monday in October, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. If Memorial Day should fall after the close of the school term, then the employees shall be paid for that day. If the Board decides to make Veterans' Day a student contact day, then December 26 shall replace Veterans' Day as a paid holiday. 190 Days to 12 month employees will receive December 24, and December 31, without loss of benefit or pay. Twelve-month employees will also receive July 4 without loss of benefit or pay. If July 4th falls on a weekend, employees will take the following Monday as the paid holiday.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 Definitions

A grievance is defined as a complaint that there has been an alleged violation, misrepresentation, or misapplication of any of the specific provisions of this Agreement. For purposes of the grievance procedure time limits shall consist of work days. Between June 1 and September 1, days for the purpose of this Agreement shall mean weekdays, Monday through Friday.

7.2 Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved Supervisor to resolve problems through free and informal communications. The Supervisor will inform the employee that they have the right to union representation in this meeting. The Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

- A.** In the event of a grievance, the grievant shall, within twenty (20) work days of the alleged violation, present the grievance in writing on a form provided by the Board, to the Supervisor/Principal specifying the article and section of this Agreement alleged to have been violated and the remedy sought. The grievance shall be dated and signed.
- B.** When the Supervisor/Principal receives a written grievance, he/she shall reply in writing within five (5) workdays. If the grievance is not satisfactorily resolved at this level or if the time limit expires without the issuance of the Supervisor's/Principal's reply in writing, then the grievant or Association may within five (5) work days, request in writing that the Supervisor/Principal forwards the grievance to the District Superintendent. If he/she does not so request, the grievance shall be considered as satisfactorily resolved at this point.
- C.** When the District Superintendent receives a written grievance, he/she or his/her designee shall issue a written ruling on the grievance within five (5) school days. If the grievance is not satisfactorily resolved at this level, or if the time limit expires without the issuance of the

Superintendent's reply in writing, then the grievant or Association may within five (5) work days, request in writing that the Superintendent forward the grievance to the Board.

- D.** When the Board receives a written grievance, it shall be accompanied by the Supervisor/Principal's and the Superintendent's written replies to the grievance. The Board shall issue its response to the grievance in writing within five (5) days after the next regularly scheduled Board meeting.
- E.** If the grievance is not satisfactorily resolved at this level or if the time limit expires without the issuance of the Board's reply in writing, then the Association may submit the grievance to final and binding arbitration under the rules of the Federal Mediation and Conciliation Service (FMCS), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step D answer, then the grievance shall be deemed withdrawn.
- F.** The arbitrator shall have no power to alter the terms of this Agreement.
- G.** Each party shall bear the full costs for its representation in the grievance procedure.
- H.** If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.

7.3 Association Participation

The Board acknowledges the right of the grievant to be accompanied by an Association member representative of their choice, if requested by the grievant in the processing of a grievance at any level. No employee shall be required to discuss any grievance without representation as described above.

7.4 No Reprisals Clause

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

7.5 Filing of Materials

All records related to a grievance shall be filed separately from the Professional files of the employee.

7.6 Grievance Withdrawal

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

7.7 Association May File

The Association may file a grievance on behalf of bargaining unit members in accordance with the procedures in 3.2 above.

ARTICLE VIII

NEGOTIATIONS PROCEDURE

The parties shall commence bargaining for a successor Agreement on or after April 1 of the last year of this Agreement. No additional items shall be brought up for negotiations after initial proposals have been exchanged.

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified.

ARTICLE IX

EFFECT OF AGREEMENT

8.1 Individual Contracts

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

8.2 Savings Clause

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

8.3 Zipper Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to during such collective bargaining process, or any item covered specifically in this Agreement. This provision shall not, however, prohibit the parties from mutually agreeing to alter, change, add to, delete or otherwise voluntarily modify this Agreement in accordance with Article II.

8.4 Management Rights Clause

All management rights, powers, authority and function, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of exercise, shall remain vested exclusively in the Board. It is expressly understood and agreed that all rights, powers, authorities, functions, duties and responsibilities of the Board and the Administration of the school district which are not specifically limited by the express language of this Agreement are retained by the Board. Furthermore, such discretionary non-delegable authorities as may be conferred upon the Board by statute or as shall be related to the Board or administrator authority to hire, fire, promote, discipline or transfer shall be retained herein by the Board; and no contract language agreed upon herein shall divest the Board of such authorities.

ARTICLE X

DURATION OF AGREEMENT

9.1 No Strike

During the term of this Agreement, employees shall not participate in a strike in whole or in part. Strike means an employee's refusal in concerted action with others to report for duty, or his or her willful absence from his or her position, or his or her stoppage of work, or his or her absence in whole or in part from the full,

faithful or proper performance of his or her duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

9.2 Terms of Agreement

The terms and conditions of this Agreement may be modified by alteration, change, addition or deletion only through the voluntary and mutual consent of the parties, stated in a written amendment executed in accordance with the provisions of this Agreement.

9.3 Effective Dates

This agreement shall be effective July 1, 2025, and shall continue in effect until June 30, 2027.

This agreement is signed and adopted this 7th day of August 2025.

In witness thereof for the;

Cumberland Educational
Support Professional
Association – IEA/NEA

Board of Education –
Cumberland Community Unit
School District #77

President

President

Secretary

Secretary

APPENDIX A

EDUCATIONAL SUPPORT PROFESSIONAL EMPLOYEES SALARY SCHEDULE

2025-2026

Cooks

4% Handler Manager

1	\$ 18.21 x1%	\$ 18.39
2	\$ 19.33	\$ 19.52
3	\$ 20.45	\$ 20.65
4	\$ 21.55	\$ 21.77
5	\$ 23.34	\$ 23.57

Custodians, Maintenance, Mechanics, Head Cook

4% Certified

1	\$ 19.19
2	\$ 20.37
3	\$ 21.54
4	\$ 22.72
5	\$ 24.58

Secretaries, Teacher Aides, Health Clerk

4% Certified Associates Bachelors

1	\$ 19.19 x1%	\$ 19.38 x1%	\$ 19.58
2	\$ 20.37	\$ 20.57	\$ 20.78
3	\$ 21.54	\$ 21.76	\$ 21.97
4	\$ 22.72	\$ 22.95	\$ 23.18

5	\$ 24.58	\$ 24.83	\$ 25.07
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Bus Drivers

1	\$ 28.00
2	\$ 28.50
3	\$ 29.00
4	\$ 29.50
5	\$ 30.00

Nurse

4%

1	\$ 26.67
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2026-2027

Cooks

3.75% Handler Manager

1	\$ 18.89 x1%	\$ 19.08
2	\$ 20.05	\$ 20.26
3	\$ 21.22	\$ 21.43
4	\$ 22.36	\$ 22.58
5	\$ 24.22	\$ 24.46

Custodians, Maintenance, Mechanics, Head Cook

3.75% Certified

1	\$ 19.91
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2	\$ 21.13
3	\$ 22.35
4	\$ 23.57
5	\$ 25.50

Secretaries, Teacher Aides, Health Clerk

4% Certified Associates Bachelors

1	\$ 19.91 x1%	\$ 20.11x1%	\$ 20.31
2	\$ 21.13	\$ 21.35	\$ 21.56
3	\$ 22.35	\$ 22.57	\$ 22.80
4	\$ 23.57	\$ 23.81	\$ 24.05
5	\$ 25.50	\$ 25.76	\$ 26.01

Bus Drivers

1	\$ 29.05
2	\$ 29.57
3	\$ 30.09
4	\$ 30.61
5	\$ 31.31

Nurse

4%

1	\$ 27.67
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APPENDIX B

EDUCATIONAL SUPPORT PROFESSIONAL EMPLOYEES

ILLINOIS SCHOOL CODE 105 ILCS 5/10-23.5

Sec. 10-23.5 Educational Support Professional Employees

(a) To employ such Educational Support Professional employees as it deems advisable and to define their employment duties; provided that residency within any school district shall not be considered in determining the employment or the compensation of any such employee, or whether to retain, promote, assign or transfer such employee. If an Educational Support Professional employee is removed or dismissed as a result of a decision of the school Board (i) to decrease the number of educational support Professional employees employed by the Board or (ii) to discontinue some particular type of educational support service, written notice shall be mailed to the employee and also given the employee either by certified mail, return receipt requested or personal delivery with receipt at least 30 days before the employee is removed or dismissed, together with a statement of honorable dismissal and the reason therefor, if applicable. However, if a reduction in hours is due to an unforeseen reduction in the student population, then the written notice must be mailed and given to the employee at least 5 days before the hours are reduced. The employee with the shorter length of continuing service with the district, within the respective category of position, shall be dismissed first unless an alternative method of determining the sequence of dismissal is established in a collective bargaining agreement or contract between the Board and any exclusive bargaining agent and except that this provision shall not impair the operation of any affirmative action program in the district, regardless of whether it exists by operation of law or is conducted on a voluntary basis by the Board. If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the position thereby becoming available within a specific category of position 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. Each Board shall, in consultation with any exclusive employee representative or bargaining agent, each year establish a list categorized by position, showing the length of continuing service of each full time educational support Professional employee who is qualified to hold any such positions, unless an alternative method of determining a sequence of dismissal is established as provided for in this Section, in which case a list shall be made in accordance with the alternative method. Copies of the list shall be distributed to the exclusive employee representative or bargaining agent on or before February 1 of each year. Where an educational support Professional employee is dismissed by the Board as a result of a decrease of the number of employees or the discontinuance of the

employee's job, the employee shall be paid all earned compensation on or before the next regular pay date following his or her last day of employment.

The provisions of this amendatory Act of 1986 relating to residency within any school district shall not apply to cities having a population exceeding 500,000 inhabitants.

WEINGARTEN RIGHTS

EMPLOYEE'S RIGHT TO UNION REPRESENTATION

The rights of unionized employees to have present a union representative during investigatory interviews were announced by the U.S. Supreme Court in a 1975 case (NLRB vs. Weingarten, Inc., 420 U.S. 251, 88 LRRM 2689). These rights have become known as the *Weingarten* rights.

Employees have *Weingarten* rights only during investigatory interviews. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct.

If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. Management is not required to inform the employee of his/her *Weingarten* rights; it is the employee's responsibility to know and request.

When the employee makes the request for a union representative to be present, management has three options:

1. It can stop questioning until the representative arrives.
2. It can call off the interview or,
3. It can tell the employee that it will call off the interview unless the employee voluntarily gives up his/her rights to a union representative (an option the employee should always refuse.)

Employers will often assert that the only role of a union representative in an investigatory interview is to observe the discussion. The Supreme Court, however, clearly acknowledges a representative's right to assist and counsel workers during the interview.

The Supreme Court has also ruled that during an investigatory interview management must inform the union representative of the subject of the interrogation. The representative must also be allowed to speak privately with the employee before the interview. During the questioning, the representative can interrupt to clarify a question or to object to confusing or intimidating tactics. While the interview is in progress the representative cannot tell the employee what to say but he may advise them on how to answer a question. At the end of the interview the union representative can add information to support the employee's case.

MEMORANDUM OF UNDERSTANDING

INSURANCE MONITORING COMMITTEE CUMBERLAND CUSD #77 CUMBERLAND EDUCATION ASSOCIATION

This Memorandum of Understanding is entered into by and between the Cumberland Community Unit School District #77 and the Cumberland Education Association.

WHEREAS, the Cumberland CUSD #77 Board of Education and the Cumberland Education Association previously bargained the composition of an Insurance Monitoring Committee; and

WHEREAS, the Cumberland CUSD #77 Board of Education and the Cumberland Education Association Support Professional Association bargained a conflicting composition of an Insurance Monitoring Committee, after the Cumberland Education Association's Collective Bargaining Agreement was ratified by both the Board and The Association; and

WHEREAS, the Board of Education and the Cumberland Education Association acknowledge that both Collective Bargaining Agreements must have the same language describing the make-up of the Insurance Monitoring Committee; and

NOW THEREFORE, the parties hereto agree to following language for both Collective Bargaining Agreements of the Cumberland Education Association and the Cumberland Education Support Professional Association:

*The Board and the Association shall establish an Insurance Monitoring Committee. The membership of the Insurance Committee shall consist of **two representatives from the ESP Association, four representatives from the Teachers Association, and three representatives from the Board.***

This agreement shall not constitute precedent or prejudice in the disposition of any future Insurance Monitoring Committees.

The terms of this Memorandum of Understanding shall become effective immediately upon approval by the parties.