

COLLECTIVE BARGAINING AGREEMENT

between the

CHAMPAIGN EDUCATIONAL SUPPORT PROFESSIONALS

and the

CHAMPAIGN COMMUNITY SCHOOLS UNIT DISTRICT

NO. 4

BOARD OF EDUCATION

for

2022-2023

2023-2024

2024-2025

2025-2026



TABLE OF CONTENTS

	Page
ARTICLE I – PREAMBLE	8
ARTICLE II – RECOGNITION	8
ARTICLE III – NEGOTIATIONS	8
Section 1. Bargaining Agent	8
Section 2. Right to Resource Information	8
Section 3. Mediation	8
Section 4. Negotiations Process	8
Section 5. Printing Agreement	8
ARTICLE IV – GRIEVANCE PROCEDURE	9
Section 1. Grievance – Defined	9
Section 2. Grievance – Purpose	9
Section 3. Grievance and Work Continuation During the Process	9
Section 4. Presentation Procedure	9
4.1 Preface	9
4.2 Informal Procedure: Step 1 Building Level	9
4.3 Formal Procedure: Step 2 Building Level	9
4.4 Formal Procedure: Step 3 District Level	9
4.5 Arbitration	10
Section 5. General Provisions	10
5.1 Right to be Excused With Pay	10
5.2 Presentation of Relevant Material	10
5.3 Appropriate Step for Filing Grievance	10
5.4 Right to Appeal	10
5.5 Freedom from Reprisals	10
5.6 Records of Grievance	10
5.7 Grievance Form	11
5.8 Conference Times	11
5.9 No Outside Discussion of Grievance	11
5.10 Arbitration Costs	11
5.11 Time Limit Extension	11
5.12 Costs of Transcripts	11
5.13 Withdrawal of Grievance	11
ARTICLE V – ASSOCIATION RIGHTS	11
Section 1. Dues Deduction & Revocation	11
Section 2. CESP Business on Business Time	12
Section 3. Correspondence	12
Section 4. CESP Orientation Time	12
Section 5. CESP Use of Buildings	12
Section 6. CESP Use of Interschool Mail	12
Section 7. CESP Use of District Equipment	12
Section 8. CESP Information Requests	12
Section 9. CESP and Board Meetings	12
Section 10. CESP Organizational Insignia	12
Section 11. CESP/District Communication	12

Section 12. Association Leave	13
Section 13. CESP President Leave	13
ARTICLE VI – EMPLOYEE RIGHTS AND CONDITIONS OF WORK.....	13
Section 1. Right to Representation	13
Section 2. Personnel File Review	13
Section 3. Probationary Employees	13
Section 4. Seniority	13
4.1 Definition	13
4.2 Breaks in Continuous Service	13
4.3 Seniority List	14
Section 5. Lay-Off and Recall	14
5.1 Lay-Off	14
5.2 Recall	14
Section 6. Nondiscrimination	14
Section 7. Employee Evaluation	15
7.1 Custodial Checklist and Evaluation	15
Section 8. Complaints	15
Section 9. Disciplinary Action and Due Process	16
9.1 Discharge or Suspension	16
9.2 Explanation for Action	16
9.3 Hearing	16
9.4 Appeal	16
9.5 Board Hearing	16
9.6 Request for Binding Arbitration	16
9.7 Probationary Employees	16
9.8 Right to CESP Representation	16
9.9 Employee Due Process – Progressive Discipline	17
9.10 Employee Discipline Recommendation Resolution	17
Section 10. Job Descriptions	17
Section 11. Employee Orientation	17
Section 12. Vacancies and Transfers	18
12.1 Job Postings	18
12.2 30 Calendar Day Hiring Practices	18
12.3 Job Application Procedure	18
12.4 Order of Consideration for Job Vacancies	19
12.5 Involuntary Transfers	19
12.6 Resignations	19
12.7 Emergency Bus Driver Program	19
Section 13. Health, Safety, and Licensing	20
13.1 Bomb Threat	20
13.2 First Aid Courses	20
13.3 Reporting Safety Concerns	20
13.4 Physical Examinations	20
13.5 Tuberculin Tests	20
13.6 Food Sanitation License	20
13.7 Payment of Bus Driver Expenses	21
13.8 Teacher Aide, COTA, and PTA Licensure	21
13.9 Bargaining Unit Member Who Holds a Valid Teaching License	21

13.10	Interpreters for the Deaf & Hard of Hearing Licensure Terms of Hire	21
Section 14.	Emergencies	21
Section 15.	Training and Staff Development	22
15.1	General Information	22
15.2	Teacher Aides	22
15.3	Secretaries and Campus-Level Office Managers	22
15.4	Nurses	23
Section 16.	Plan Time for Interpreters of the Deaf & Hard of Hearing	23
Section 17.	Breaks and Meals	23
Section 18.	Medications and Procedures	23
Section 19.	Instructional Supervision	23
Section 20.	Posting of Work Rules for Bus Drivers	23
Section 21.	Bus Driver Conditions of Work	23
21.1	Minimum Guaranteed Hours	23
21.2	Additional Time	24
21.3	Driver Attendance Incentive Program	25
21.4	Posting of Pertinent Information	26
21.5	School Bus Permit Reimbursement	26
21.6	Safety Regulations	26
21.7	Bus Driver/Monitor Training	26
21.8	8.0 Lead Driver Positions	26
21.9	Mechanics Driving	26
21.10	Bus Monitors	26
21.11	Bus Monitors Serving as Substitute Safety Aides	27
21.12	Student Behavior – Buses	27
Section 22.	Substitutes	27
Section 23.	Hours of Work and Work Year	27
Section 24.	Assignment Notice	27
Section 25.	Building Councils	27
Section 26.	Food Service Conditions of Work	27
Section 27.	Maintenance Conditions of Work	27
Section 28.	Clothing & Uniforms Allowance	28
Section 29.	Clerical Testing	29
Section 30.	Parent Conferences/IEPs/School-Related Functions	29
Section 31.	Custodian Conditions of Work	29
Section 32.	Travel Time	29
Section 33.	Contracting Out	30
Section 34.	Administrator Supervisor Assessment	30
ARTICLE VII	– FRINGE BENEFITS	31
Section 1.	Sick Leave	31
1.1	Days of Sick Leave Entitlement	31
1.2	Doctor’s Statement	31
1.3	Sick Leave Records	31
1.4	Pay Deductions Not Covered by Sick Leave	31
1.5	Accumulation of Sick Leave	31
1.6	Unused Sick Leave Upon Retirement	31
1.7	Excessive Absences	31
1.8	Pattern of Leave Abuse	32
1.9	Steps for Improving Attendance	32

Section 2.	Sick Leave Bank	32
2.1	Eligibility for Use of Sick Leave Bank	32
2.2	Contributions to the Sick Leave Bank	32
2.3	Limits on Sick Leave Bank Use	33
Section 3.	Personal Leave	33
3.1	Request Form	33
3.2	Allotment	33
3.3	Personal Leave for Emergencies	33
Section 4.	Bereavement Leave	33
Section 5.	Vacation Leave	34
Section 6.	Holidays and Religious Leave	35
6.1	Paid Holidays	35
6.2	Paid Holiday Work Rules	36
6.3	Religious Holiday	36
Section 7.	Parental Leave	36
Section 8.	Military Leave	36
Section 9.	Leave for Pursuit of Teacher Licensure	36
Section 10.	Jury Duty	36
Section 11.	Leave of Absence	36
Section 12.	Health Insurance	37
Section 13.	Term Life, Vision, & Dental Insurance	38
ARTICLE VIII –	COMPENSATION	38
Section 1.	Pay	38
1.1	Pay Days	38
1.2	Direct Deposit	38
1.3	Mileage	39
1.4	CESP Personnel Who Coach	39
1.5	Bus Drivers	39
Section 2.	Wage Schedule	39
2.1	IMRF Contribution	39
2.2	General Percentage Increases	39
Section 3.	Movement on the Schedule	40
3.1	Advancement Dates	40
3.2	New Hires	40
3.3	Employee Hired into Another Position	40
3.4	Americans with Disabilities Act or Temporary Disability	40
3.5	Summer School Work	41
Section 4.	Overtime/Call Back Rates	41
4.1	Overtime Rates	41
4.2	Call Back Rates	41
4.3	Bus Driver Rates	41
4.4	Routine Weekend/Holiday Building Checks	41
4.5	Overtime for Custodians, Maintenance, and Storekeepers	41
Section 5.	Interim Assignments	41
Section 6.	Extra Duty Pay	41
Section 7.	Compensation for Recruiting	41
Section 8.	Professional Growth Stipends for Computer Technicians, Network Administrators, and System Administrators	42
Section 9.	Section 403(b) and 403(b)(7) Plans	42

ARTICLE IX – NO STRIKE CLAUSE 42
ARTICLE X – VALIDITY 43
APPENDICES 44
 Appendix A: Wage Schedules 45-57
 Appendix B: Payroll Dues Deduction Form 58
 Appendix C: Employee Due Process/Progressive Discipline 59
 Appendix D: Registered Nurse (RN) Delegation of Duties 61
INDEX 63

ARTICLE I – PREAMBLE

The following contract is entered into between the Board of Education of Champaign Community Unit School District No. 4 (hereinafter referred to as the "Board") and the Champaign Educational Support Professionals, an affiliate of the Illinois Educational Association and the National Education Association (hereinafter referred to as "CESP").

ARTICLE II – RECOGNITION

The Board recognizes the "CESP", as the exclusive bargaining agent for all of its classified and non-certificated employees, to include secretaries, office managers, accounting clerks, cafeteria staff, custodial staff, maintenance staff, mechanics, lead mechanics, storekeepers, bus drivers, lead drivers, bus monitors, dispatcher, safety officer, teacher aides, paraprofessionals, choice specialists, truant interventionists, computer technicians, parent coordinators/liaisons, interpreters for the deaf and hard of hearing, certified physical therapy assistants, certified occupational therapy assistants, and nurses (hereinafter referred to as "employees").

Excluded from the class of employees represented by CESP are the Administrative Assistant to the Superintendent, the Administrative Assistants to each Assistant Superintendent, the Administrative Assistants and the Payroll Administrative Assistants to the Chief Financial Officer, the Administrative Assistants to the Assistant Superintendent of Human Resources, the Administrative Assistants to the School Attorney and the Administrative Assistants to the Executive Director of School Supports & Choice. Also excluded are the School Attorney, the Executive Director of Facilities & Services, Director of Facilities, Assistant Directors of Operations, Director of Food Service, Assistant Director of Food Service, Director of Transportation, Assistant Directors of Transportation, Director of Information Systems & Network Security, and any new positions created in the future that are supervisory, managerial, or of a confidential nature as defined by the Illinois Educational Labor Relations Act.

ARTICLE III – NEGOTIATIONS

Section 1. Bargaining Agent

The Board agrees not to negotiate with any employee organization representing classified and non-certificated employees other than the CESP. Further, the Board agrees not to negotiate with any individual employee covered by this agreement during the duration of this agreement regarding any matter covered by this agreement.

Section 2. Right to Resource Information

The District agrees to furnish the CESP with information pertinent to fulfilling the CESP's duties as exclusive bargaining representative, upon written request, to the extent required by law.

Section 3. Mediation

If agreement is not reached, either party may request mediation as a means of attempting resolution of the item or items in dispute. Such request must be honored by the other party. The services of the Federal Mediation and Conciliation Service shall be used. The cost for the mediator shall be equally shared by the CESP and Board.

Section 4. Negotiations Process

The parties shall negotiate pursuant to rules and regulations promulgated by the Illinois Educational Labor Relations Board and any Court of competent jurisdiction.

Section 5. Printing Agreement

Within forty-five (45) days or mutually agreed upon time of ratification of this agreement the Board shall have delivered to the President of the CESP one copy per bargaining unit member for distribution to employees in the bargaining unit. The cost of printing shall be shared equally.

ARTICLE IV – GRIEVANCE PROCEDURE

Section 1. Grievance - Defined

A grievance shall mean a claim that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

Section 2. Grievance - Purpose

The primary purpose of this procedure is to secure at the lowest level possible an equitable solution to the problems of the parties. A grievance may be filed by an individual member, a group of members, or the association.

Section 3. Grievance and Work Continuation During the Process

In the event of a grievance, employees must continue to work until said grievance has been resolved unless safety is an issue.

Section 4. Presentation Procedure

4.1 Preface

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, with every effort made to expedite the process. Time limits specified, however, may be extended by mutual agreement. In the event a grievance is filed on or after June 1, which if unresolved until the beginning of the next school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be adjusted by mutual consent to reach a solution by the close of school or soon thereafter. "Work days" means days the District's central office is open.

4.2 Informal Procedure: Step 1 – Building Level

The Board and CESP acknowledge that it is usually most desirable for a member and their immediate supervisor to resolve problems through free and informal communications. A grievance must be presented in the informal process within ten (10) workdays of the date of the occurrence that gives rise to the grievance, or within ten (10) workdays from the time it can be reasonably expected that such knowledge would be available, or no rights will be entitled to the grievant. When requested by either party, the CESP representative may intervene to assist in the resolution. However, should such an informal procedure fail to resolve the problem for the grievant, the grievance may then proceed through the formal procedure.

4.3 Formal Procedure: Step 2 – Building Level

If the grievance is denied, or if no decision has been rendered within ten (10) workdays after the informal communication, the grievant may submit the grievance in writing on the official grievance form to their CESP representative within ten (10) work days of the date the grievance was denied or the due date for the decision. The CESP representative will be responsible for calling a meeting at a time mutually acceptable to the member, their immediate supervisor and/or principal to discuss the grievance within five (5) workdays after its receipt. Within five (5) work days after the meeting, the principal and/or immediate supervisor shall provide the grievant with a written decision and the reasons for the decision.

4.4 Formal Procedure: Step 3 – District Level

If the grievance has not been satisfactorily resolved at the Step 2 level, the CESP may present the grievance on the grievance form to the Superintendent or their designee within ten (10) work days of the Step 2 answer.

Within ten (10) work days after receiving the grievance, the Superintendent or their designee shall communicate their decision and supporting reasons on the grievance form to the Principal or Supervisor, the CESP President and the grievant.

4.5 Arbitration

If the grievance has not been satisfactorily resolved at the Step 3 level, the CESP, within fifteen (15) work days after receipt of the Step 3 answer may submit in writing a demand to enter into binding arbitration. The Federal Mediation and Conciliation Service will be requested to provide a panel of arbitrators.

The arbitrator shall promptly review the grievance and the information and decisions rendered at Steps 1, 2, and 3. As necessary, the arbitrator may confer with the parties involved in the grievance. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on issues submitted. The arbitrator shall make their decision strictly on the terms of the agreement and shall make no decision contrary to, or in conflict with, existing laws. The arbitrator shall have no power to add to, or subtract from, the terms and conditions of this agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as will make the grievant whole.

The decision of the arbitrator shall be binding.

The arbitrator shall not have the power to retain jurisdiction in any case after they have rendered their final decision.

Section 5. General Provisions

5.1 Right to be Excused with Pay

In all the steps on the grievance procedures, when it becomes necessary for individuals to be involved during working hours, they shall be excused with pay for that purpose by the approval of the principal or supervisor after a discussion with the CESP representative. During the grievance hearing, only those individuals who shall be called as witnesses will be excused from work with pay.

5.2 Presentation of Relevant Material

In pursuing the grievance procedure, all parties will present all known relevant information at the lowest possible level in an effort to bring about an immediate understanding and settlement.

5.3 Appropriate Step for Filing Grievance

If a grievance arises from the action of authority higher than the principal or supervisor, or a similar grievance occurs in more than one building, the CESP may present such grievance at the appropriate step of the grievance procedure. An informal conference shall be held as the initiating step in such a situation.

5.4 Right to Appeal

If a grievance is of such a nature as to require immediate action, the person acting for the CESP may appeal immediately to the office or person empowered to act, and said office or person shall endeavor to resolve the matter jointly with the CESP representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning at Step 2 of the Formal Procedure (See Section 4.3 of this Article).

Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. When a decision is rendered, it shall include background and reasoning.

5.5 Freedom from Reprisals

All parties involved in a grievance shall be free from restraints, coercion, or reprisal.

5.6 Records of Grievance

All records of grievance will be kept by the Assistant Superintendent of Human Resources in files separate from personnel records.

- 5.7 Grievance Form
Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared by the Superintendent and the CESP.
- 5.8 Conference Times
Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 5.9 No Outside Discussion of Grievance
It is recognized as best practice and recommended that all parties not discuss the grievance with anyone not officially involved at any formal stage of the grievance procedure.
- 5.10 Arbitration Costs
Any costs involved in implementing the arbitration stage of the grievance procedure will be shared equally by the Board and the CESP, provided that each party shall be responsible for the cost of its representatives (if any) and its witnesses. Costs prior to this stage, if any, shall be borne by the party initiating the costs.
- 5.11 Time Limit Extension
The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
- 5.12 Costs of Transcripts
Should either party request a transcript of the proceedings, then that party will bear the full cost for that transcript. Should both parties order a transcript, then the cost of the two transcripts will be equally divided between the parties.
- 5.13 Withdrawal of Grievance
A grievance may be withdrawn at any level.

ARTICLE V – ASSOCIATION RIGHTS

Section 1. Dues Deduction & Revocation

The Board will deduct from the pay of each employee all current membership dues of the CESP, provided that at the time of such deduction the Board has received a current signed authorization card for dues deduction, executed by the employee.

The Board will commence dues authorizations within thirty (30) days of notice from the CESP and in occurrence with the terms of an employee's written authorization, which is included on the CESP's dues authorization card.

The CESP shall notify the Board in writing of the name and address of the financial institution and relevant account information where such deductions should be transmitted.

The Board will direct dues revocation requests to the CESP. The CESP will process and notify the Board of any revocations. The Board will not process dues revocations that they receive directly from a bargaining unit member without review with CESP.

The Board shall rely on information provided by the CESP regarding whether dues deductions were properly authorized, revoked, canceled, or changed, and the CESP shall indemnify the Board for any damages and reasonable costs incurred for any claims made by employees for deductions made in good faith reliance on that information.

Section 2. CESP Business on Business Time

Duly authorized representatives of the CESP and respective affiliates shall be permitted to transact official CESP business on school property, provided that this shall not interfere with or interrupt normal school operations.

When District management specifically requires/requests CESP Leadership to attend meetings where official CESP or District business is being conducted during business hours, it shall not be charged against CESP association leave. CESP Leadership shall notify the Assistant Superintendent of Human Resources or Superintendent designee of a building request to be present at a meeting where official CESP or District business is being conducted. These hours shall not be charged against association leave.

Section 3. Correspondence

All official CESP correspondence from the Superintendent and other administrative personnel shall be sent to the local president, CESP and/or to their designee.

Section 4. CESP Orientation Time

The CESP and Board agree that time will be made available at the Orientation Institute for CESP purposes, at the request of the CESP.

The Board shall notify the CESP President not less than ten (10) calendar days prior to the Orientation Institute indicating the time, place, and date that said institute will be held.

Section 5. CESP Use of Buildings

The Board agrees to permit the CESP the use of District buildings, without cost, for organizational meetings. Such meetings may not conflict with the use of the facilities for regular school purposes. Normal school use requests shall be processed through the Business Office.

Section 6. CESP Use of Interschool Mail

The Board agrees to permit the CESP use of employee mailboxes and interschool mail service for a reasonable number of organizational messages.

Section 7. CESP Use of District Equipment

The Board and the CESP agree that school equipment may be used for CESP business purposes with the consent of the administrative personnel in charge of the equipment. Such use may not take precedence over regular school needs. Any costs that accrue shall be assumed by the CESP.

Section 8. CESP Information Requests

The CESP shall have a copy of all information, reports, and materials disseminated at public Board of Education meetings made available in the late afternoon prior to each Board meeting.

Section 9. CESP and Board Meetings

The CESP shall be placed on the agenda, upon request, of Board meetings and shall have an agenda made available in the late afternoon prior to each Board meeting.

Section 10. CESP Organizational Insignia

No employee shall be prevented from wearing insignia, pins, or other identification of membership in the CESP either on or off school premises as long as such wearing creates no problem of safety, or disrupts the business process.

Section 11. CESP/District Communication

Administration and CESP Leadership shall meet regularly in order to promote the free flow of information between the CESP and the District. Items in the categories of budgetary matters, staffing matters, revisions of policy, unsafe and hazardous working conditions, etc. are samples of items for discussion.

Section 12. Association Leave

The CESP shall have the right to purchase for its officers and members a maximum of 50 days at the regular substitute pay rate when a substitute is required. No more than one (1) employee from the same building may be on Association leave at the same time except in those buildings that have more than one CESP officer in which case the CESP may have two persons from that building on Association leave at the same time.

Section 13. CESP President Leave

The CESP President shall have sixteen (16) hours of release time per week for District and CESP business. This time shall be structured in coordination with the Assistant Superintendent of Human Resources so as to minimize disruption to District operations.

The CESP shall reimburse the District at the applicable wage compensation for the CESP President. The Association will pay for a sub if one is needed.

Board-paid insurance and the contributions to the Illinois Municipal Retirement Fund of the CESP President shall be covered by the District.

This time will be separate from the Association time provided in Article V, Section 12.

ARTICLE VI – EMPLOYEE RIGHTS AND CONDITIONS OF WORK

Section 1. Right to Representation

When an employee is required to appear before the Superintendent or their designee, the employee's immediate supervisor, or the Board regarding possible discipline, the employee shall be entitled to have a representative of the CESP present to represent them. The employee shall also be entitled to representation during any step of the grievance procedure (Article IV).

Section 2. Personnel File Review

Each employee shall have the right upon request to review the contents of their personnel file. Only one personnel file shall be maintained by the employer. The employee shall have the right to respond to any material placed in the file.

Section 3. Probationary Employees

New employees will be placed on a probationary period of ninety (90) work days effective the first regular day of work.

Section 4. Seniority

4.1 Definition

Seniority shall be defined as an employee's length of continuous service in a given job classification within the bargaining unit since their initial date of employment. In the event seniority is otherwise equal, the date a job application is received by the school district shall prevail.

The length of continuous service for nurses who were first employed by the District on or before July 1, 2017 shall be the date of initial hire into any nursing position within the District, even if it was a non-bargaining unit position.

4.2 Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, retirement, discharge, or expiration of recall rights.

4.3 Seniority List

Annually the Board shall post by job classification, a current seniority list. The employee with the greatest seniority in a classification shall be at the top of the list followed by other employees in descending order. A copy of the seniority list shall be given the President of the CESP when it is posted. An employee shall have seven (7) working days from the posting of the seniority list to challenge their placement thereon. After the seven (7) day challenge period, the seniority list shall be final.

Section 5. Lay-Off and Recall

5.1 Lay-Off

In the event it becomes necessary to lay off employees due to a reduction in force, employees shall be laid off in the inverse order to their seniority within their specific job classification, provided any senior employee shall meet the job criteria established by the school district for a specific job held by a less senior employee; however, in the event such senior employee fails to meet said job criteria, such senior employee may be laid off instead of the less senior employee. Employees shall be notified not less than thirty (30) days before the employee is dismissed or the hours they work are reduced.

In the event that it is necessary for the District to implement a Reduction-in-Force (RIF) of support staff members, the parties agree that support staff members are not eligible to “bump” employees within their classification who have a greater number of hours per day or a longer work calendar.

1. RIFs within a classification will be processed by seniority (hire date) rank.
2. Support staff members within a classification can only “bump” a less senior staff member with the same number of work calendar days.
3. Support staff members within a classification can only “bump” a less senior staff member with the same number of work hours, or less.
4. Employees may bump into a position with the same number or fewer hours per day or calendar days as their RIF’d position.
5. Additionally, the parties agree that teacher aides and other staff hired as bilingual employees with a specific foreign language skill are a separate teacher aide category within their classification for the purpose of reduction-in-force.

5.2 Recall

In the event the Board determines to reinstate discontinued positions, employees who have been laid off shall be entitled to be recalled to a position in their specific job classification for a period (not to exceed 12 months) from the date of lay-off. Employees shall be recalled in the reverse order of their lay-off. An employee to be recalled shall be notified by certified mail, return receipt requested, of such recall.

Failure of the employee to affirmatively respond to such recall notice within five (5) days of receipt of attempted delivery shall preclude said employee's right to recall. Any recalled employee shall meet the job criteria established by the school district for a specific job, or they shall be ineligible for recall.

Section 6. Nondiscrimination

In the application of the terms and conditions of this Agreement, neither the Board nor the CESP shall discriminate against any employee by reason of race, creed, religion, color, national status, sexual orientation, physical or mental disability unrelated to the ability to perform the job, age, sex, national origin, membership or non-membership in the CESP, or participation in or lack of participation in CESP activities or any other basis prohibited by law.

Section 7. Employee Evaluation

The work performance of employees shall be evaluated annually the first two years and at least every other year thereafter. Such evaluation will be in writing and discussed with each employee in a conference between the employee and their evaluator. A copy of the written evaluation shall be given to the employee. The instrument used for the purpose of evaluation shall be appropriate to the category of job being evaluated and the items on the instrument shall pertain to that job. Upon initial hire, and yearly thereafter at the beginning of the school year, each employee shall be advised of the supervisor(s) to whom they are responsible and the supervisor responsible for their evaluation.

An employee shall not be responsible for the written evaluation of a fellow employee. It is the responsibility of the evaluating administrator to know the job duties of the position and the work of the person being evaluated. Evaluations shall be based on information gathered through direct observation by the evaluating administrator but may also contain information from documented conversations with other, non-managerial employees.

Prior to receiving an unsatisfactory rating, a notice of concern shall be provided to the employee. The notice shall identify the employee's performance deficiencies that, if not corrected within sixty (60) workdays, will result in an unsatisfactory rating. The notice shall also outline an improvement plan to correct the performance deficiencies.

An employee who reverts to practices or performance that resulted in them being placed on a previous 60-day remediation plan may be placed on a shorter remediation plan and face possible termination following the completion of the shorter remediation plan. The remediation plan (for non-twelve-month employees) that begins at the close of one school year will be carried over at the beginning of the next school year or when the individual's employment date commences.

New employees will be evaluated throughout the probationary period.

7.1 Custodial Checklist and Evaluation

The building administrator/evaluator of custodians in conjunction with the head custodian shall do a monthly building check to determine areas in the building that may need attention. A standard building checklist (to be used by all buildings in the District) shall be developed by the O&M Administration and used as a tool for checking the building condition(s), for improving the building conditions, and for improving the work performance of building custodians. The building administrator shall indicate good performance as well as items that need attention on the building checklist and provide a copy to the head custodian and the individual custodian following the monthly building check. Should concerns continue to exist in areas of the building or with work performance of an individual custodian, the building administrator should follow the contract by providing a remediation plan or other action as indicated in the areas of evaluation or employee discipline. The building checklist may be used as documentation and included in a custodian's evaluation or related disciplinary action. At the request of CESP, the building checklist form content will be reviewed at least once a year by CESP Leadership and Administration to ensure that it addresses current work conditions.

Section 8. Complaints

CESP employees shall be notified within 14 working days of any complaint(s) filed against them by a staff member, parent or student. No complaint against an employee shall be placed in the employee's personnel file unless the employee is given prior notice of same and given an opportunity to attach a response to the complaint. If there is a meeting between the employee and a District administrator regarding the complaint, the employee has the right to CESP representation at the meeting.

Section 9. Disciplinary Action and Due Process

9.1 Discharge or Suspension

Disciplinary conferences may not be postponed for more than five (5) work days, and employees may not refuse to attend a conference due to a pending investigation.

9.2 Explanation for Action

An employee may be discharged and/or suspended for reasonable cause. Grounds for discharge or suspension shall include, but not be limited to: drinking or possession of alcohol on the job; having alcohol in their system; possession or use of any controlled and/or illegal drug; being under the influence of or impaired due to a controlled substance or illegal drug; using, possessing or distributing cannabis at work or being impaired due to cannabis at work; dishonesty; infraction of rules; careless use or abuse of machinery or equipment; insubordination; smoking; excessive absences or absence abuse without just cause; absence from work for three consecutive work days without notification to the employee's supervisor; or negligence in the performance of duties.

9.3 Hearing

A formal conference with the employee shall be held by the building principal or designee to discuss any proposed suspension and/or discharge. The employee shall be given a written explanation of any such proposed suspension or discharge at this conference. Within five (5) work days of the formal conference, the building principal or designee shall give the employee his written recommendation for suspension or discharge.

9.4 Appeal

Within fifteen (15) work days of the receipt of written recommendation for suspension or discharge in Section 9.3, there shall be a hearing before the Superintendent or their designee. A written decision shall be issued within fifteen (15) work days of the hearing. Upon the mutual agreement of the parties, this step may be waived.

If the Superintendent or their designee upholds the recommendation for discharge, the employee's pay shall be immediately suspended pending request for a hearing as per Section 9.5. If the employee requests a Board hearing and the Board overturns the discharge recommendation, the employee shall receive back pay for the time between the denial of the appeal by the Superintendent or their designee and the decision of the Board.

9.5 Board Hearing

Within fifteen (15) work days of the receipt of the decision at Section 9.4, the employee may appeal and the Board shall hold a hearing on the recommendation for suspension or discharge. The Board shall issue a final decision within ten (10) work days of the hearing.

9.6 Request for Binding Arbitration

Within 15 work days of the receipt of the decision at Section 9.5, the CESP may submit a demand to enter into binding arbitration. The demand shall be processed in accordance with Article IV, Section 4, Subsection 5 and Article IV, Section 5, Subsections 1, 5, 8, 10, 11, 12, and 13 of this Agreement.

9.7 Probationary Employees

A probationary employee is exempted from the rights provided in the disciplinary process under Article VI, Section 9, Subsections 1-6, and 9 during the term of her or his probationary period. Probationary employees shall have the right to representation as provided in Article VI, Section 9, Subsection 8.

9.8 Right to CESP Representation

Any employee shall have the right to CESP representation in any meeting which may result in a warning, suspension and/or discharge.

9.9 Employee Due Process – Progressive Discipline

The District’s Procedures for Implementing Disciplinary Action (Employee Due Process - Progressive Discipline) are set forth in Appendix C and shall be posted at each work site and shall be included in the “new hire packet” given to new employees during employee orientation under Article VI, Section 11.

9.10 Employee Discipline Recommendation Resolution

The parties acknowledge the long-standing practice of processing a discipline recommendation and an employee’s right to a hearing before the Board of Education to have the recommendation heard. However, there are often times when an employee does not respond in a timely manner on whether or not the employee voluntarily accepts the discipline recommendation, or wishes to be heard before the Board of Education. A lack of response by the employee presents both CESP Leadership and the District in the position of an unresolved discipline issue.

The parties agree:

1. The employee and CESP will be notified through established procedures of a discipline recommendation.
2. The employee will have 15 work days from the date of the notification to respond to CESP Leadership and/or the District of their desire to voluntarily accept the recommendation or request a hearing before the Board of Education. As is the long-standing practice between the parties, CESP Leadership may contact the District to further discuss or negotiate the discipline recommendation within the same timeframe.
3. If an employee fails to respond by official notice to the District within the 15-work day timeframe, the CESP and District will view the lack of a response by the employee as “implied consent” of acceptance of the discipline recommendation.
4. If implied consent is determined, the employee will be notified of the implementation of the discipline recommendation.
5. The employee will be informed that any concerns regarding the implementation of the recommendation should be addressed by contacting CESP Leadership.

Section 10. Job Descriptions

Job descriptions shall be sent to the CESP President when they are developed or revised. At the request of the CESP President, the appropriate District administrator(s) shall meet with the CESP President to discuss such job descriptions. CESP will bring job descriptions which they have reviewed and for which they propose updates or revisions to meetings with administration.

The phrase “other related duties as assigned” on any job description shall be interpreted to mean that the other duties are reasonably related to the responsibilities included on the employee’s job description. Any duties that are unrelated to the others on the job description shall not be unreasonable in longevity (no more than 90 work days).

Section 11. Employee Orientation

Employees shall receive annual wage statements containing the following information:

- a. number of days in work year
- b. hours per day
- c. hourly rate
- d. classification

Each employee shall annually receive a work calendar with the number of paid holidays as included as part of the work calendar.

No later than September 15 of each school year or 15 days from the date of employment if hired after the start of the school year, a District/Building administrator shall meet with new employees to review job expectations and the evaluation process. At the request of the CESP President or building representative, time will be made available at such meeting for CESP purposes. In addition, no later than September 15 of each school year, a District/Building administrator shall meet with existing employees who are scheduled to be evaluated that year and review job expectations and the evaluation process. Finally, no later than September 15 of each school year or 15 days from the effective date of the change in job classifications, whichever is later, a District/Building administrator shall meet with employees who have had a change in job classification and review job expectations and the evaluation process.

A copy of the collective bargaining agreement and summary of insurance benefits will be provided in a new hire packet disseminated to new hires by the Human Resources Department.

Section 12. Vacancies and Transfers

12.1 Job Postings

The primary location of all Job Postings shall be the Unit #4 Web Site. Notices of all job vacancies will be disseminated through District email to all principals, office managers, the CESP union president and the CFT union president. Notices of vacancies will be posted for a minimum of three (3) business days prior to the scheduled interviews. Such notices shall state job title, date of filing, procedure for application, and the minimum job requirements or the job description.

12.2 30 Calendar Day Hiring Practices

Thirty (30) Calendar Day Hiring Practice: Following the third business day of a posting for any vacant CESP position, a District supervisor will have thirty (30) calendar days to employ a candidate in the position. Exceptions to the thirty (30) day practice may be:

- a. when a supervisor has resigned, or is being replaced, and it is necessary to have the new supervisor hire the position. This exception should not extend beyond a semester or one hundred twenty (120) calendar days;
- b. when it is in the best interest of the District not to employ a candidate within the thirty (30) calendar day practice because of emergency or difficult situations; or
- c. when a 10.5 month administrator is not required to be employed by contract during the summer break

Note: In the exceptions above, the CESP Leadership will be notified and consulted by the Assistant Superintendent of Human Resources.

12.3 Job Application Procedure

All internal and external candidates are required to use the District's online application for all posted positions. Internal applicants who wish to be identified as "internal" are to use the "Internal" online application. Internal is defined as a permanent district employee who holds an educational support professional (bargaining unit) position. External applicants are to use the "External" online application.

The hiring administrator may schedule interviews and must interview all internal applicants within the following guidelines:

- a. Interviews may be held after the end of the business day on the third day through 48 hours or the end of the fifth business day (not including Saturday or Sunday) after the Vacancy Posting deadline. However, all internal applicants who notify the hiring administrator (up to the start of the interview process) of their interest in the vacant position have the right to be interviewed for that vacant position during this time frame.

- b. Interviews for bargaining unit positions will be conducted by an interview team. In addition to District participants, the District shall make a reasonable effort so that the interview team is representative of the CESP building staff who may be working with the new hire and that one (1) or more CESP building members will be on every interview team for a bargaining unit position. The provisions of this paragraph shall not be subject to grievance dispute.
- c. Internal applicants who notify the hiring administrator of their desire for an interview after the three-day posting and following the 48 hours or fifth business day (not including Saturday or Sunday), shall not be guaranteed an interview for the vacant position if the interviews have already been scheduled by the hiring administrator.
- d. It is the responsibility of the applicant to know when interviews will be conducted. The applicant may contact the appropriate hiring administrator or building to determine the interview date and time.
- e. No employee who has been suspended without pay within the past two years (730 days) shall be guaranteed an interview for any position.

12.4 Order of Consideration for Job Vacancies

When vacancies exist or new jobs are created, the District shall first consider applicants from among current employees. The term “first consider” shall be interpreted and applied to guarantee each internal applicant an interview during the District’s process of hiring a qualified individual to fill the existing vacancy or new job. If no internal applicants are acceptable, the District shall next consider applicants from those eligible employees on lay-off before hiring from outside the District. Within ten (10) work days of a notification of rejection, the applicant may request from the hiring supervisor the reasons why they were not selected.

12.5 Involuntary Transfers

An involuntary transfer is defined as a transfer that is not agreeable to the employee involved in the transfer. The appropriate District/Building administrator shall notify the employee of the proposed involuntary transfer when the necessity for the transfer becomes apparent. The administrator shall discuss the reasons for the transfer with the employee. If the employee requests, a CESP representative may be present. Involuntary transfers shall be based on such factors as District seniority, employee job performance, the desires of the employee to the extent possible and the needs of the District. At the time of hire, new employees will be notified that their employment is with the District, not a specific building.

12.6 Resignations

All resignations must be handwritten, emailed, or printed on paper by the resigning individual. A “verbal resignation” shall not be binding upon the parties.

12.7 Emergency Bus Driver Program

- a. On an as-needed basis, the District will identify classifications of employees to be targeted under this program and share the list with CESP Leadership.
- b. The District will contact all employees in the selected classifications who have been employed by the District for more than three (3) years and share an internal job posting for the program.
- c. Interested employees shall apply for the program and the established hiring process will be followed to approve the employee’s hire into the program. No employee shall be required to apply for the Emergency Driver Program.
- d. Hired employees will be trained as Bus Drivers. Training will occur outside the employee’s regular work day (and will be paid at the Bus Driver rate, and may include overtime pay).

- e. After successful training, employees may be pulled from their regular duties to serve as an Emergency Driver no more than one day per week.
- f. Emergency Drivers will be paid at the Bus Driver rate for all hours worked as a Bus Driver. They will not be paid at their regular rate during this time; the lost time will instead be coded as Emergency Driver Leave.
- g. Employees will be paid at their regular rate upon their return to their normal position.
- h. Participation in the program may result in the employee exceeding 40 hours per week (either in their regular position or as a Bus Driver) during any week when they serve as an Emergency Driver. If so, the District will pay employees time and one half at the appropriate rate.
- i. Employees who are pulled to serve as Emergency Drivers may also be paid at their regularly hourly rate (including any required overtime pay) to complete their regularly assigned duties on an alternate schedule. The parties acknowledge that this may not be possible for certain classifications of employees.

Section 13. Health, Safety, and Licensing

13.1 Bomb Threat

In the event that a school official is notified of a bomb threat, the employees covered by this contract shall render all possible aid in the evacuation of the building. Said employees shall also make their knowledge of the building(s) available to the proper authorities in a manner sufficient to permit an expeditious search, but in no case shall they be required to search for the bomb.

13.2 First Aid Courses

The school district will make arrangements for and/or sponsor first aid courses, as required.

13.3 Reporting Safety Concerns

Employees shall report any safety concerns to their supervisor and the CESP President.

13.4 Physical Examinations

The district will pay for all physical examinations requested by Unit 4, except the examination for initial employment. The deadline for providing proof of the physical examination will be within forty-five (45) days from the date of Board of Education approved employment or anniversary date thereafter. Proof of the physical examination shall be provided to the Human Resources Office by the employee.

13.5 Tuberculin Tests

When required by law or regulation, certain staff members (currently only Early Childhood employees), must have a tuberculin test as a condition of employment. This initial tuberculin test shall be paid for by the bargaining unit member. All food service employees are required to have an annual tuberculin test.

13.6 Food Sanitation License

General Cafeteria Workers will not be required to hold a food sanitation license. Within thirty (30) days of hire, all General Cafeteria Workers will be required to take and pass the Illinois Department of Public Health Food Handler Training. Failure to do so will result in the employee's immediate release from employment. Such a release will not be subject to the disciplinary procedure or grievance procedure outlined in this Agreement.

Each middle school and high school campus will have one Cafeteria Coordinator. In order to be considered for hire, a prospective Cafeteria Coordinator must hold a valid food sanitation license.

The District will pay the renewal fee for any cafeteria employee who is required to hold a food sanitation license. The fee may include the cost of the food sanitation course and any required materials with the course.

After initial employment, any cafeteria employee who does not have their food sanitation license will be reimbursed by the District upon successful completion of the licensing process and for renewal thereafter, regardless of whether the license is required for their current position.

Cafeteria personnel who do not possess a food sanitation license but wish to apply for a position that requires the license must possess the license prior to interviewing for the position.

Cafeteria employees will forfeit a prorated deduction of any reimbursed cost from their last paycheck should they not work for the District for a period of one calendar year from the date of reimbursement for any fee.

Any licensed employee may be temporarily reassigned to another facility based on District need at the discretion of the Director of Food Service.

13.7 Payment of Bus Driver Expenses

Bus drivers will obtain a physical examination every year as required by law. The District will pay to cover the cost of annual, random and pre-employment physicals; and annual drug and alcohol screenings. Cost will also be covered for CDL licensing, school bus driver's permit and fingerprinting. Employees will forfeit a prorated deduction of the advanced expenses from their last paycheck should they not work for the District for a period of one calendar year from their official starting date as a bus driver/substitute bus driver. The school district will reimburse bus drivers for the time involved in attending refresher courses.

13.8 Teacher Aide, COTA, PTA, and Nurse Licensure

The District will pay the licensing renewal fees of Nurses, Teacher Aides/Paraprofessionals, COTAs, and PTAs. In the event that a Teacher Aide is working under a teaching license, the District shall pay the equivalent amount of the cost of the Teacher Aide/Paraprofessional licensure renewal toward the teaching licensure renewal.

13.9 Bargaining Unit Member Who Holds a Valid Teaching License

The District and CESP agree that a bargaining unit member who holds a valid teacher license may leave his or her position to serve as a substitute teacher for a maximum of 18 weeks. The temporary transfer must be agreeable to both the employee and campus administration. The employee will be paid the substitute teacher rate and will follow the schedule of a teacher during the temporary leave from the bargaining unit position.

The employee will retain CESP leave and insurance benefits. The CESP will represent the employee if any issues of concern apply. The employee will return to the bargaining unit position that he or she left if the substitute assignment was on the same campus. The District will inform the CESP of any temporary leave assignment involving a bargaining unit member.

The District will inform the staff member that Illinois Municipal Retirement Fund contributions will not continue once the employee is participating as a licensed teacher substitute. Licensed teacher substitutes are participants of the Teachers Retirement System (TRS).

13.10 Interpreters for the Deaf and Hard of Hearing Licensure Terms of Hire

All Interpreters for the Deaf and Hard of Hearing (DHH) shall hold a valid approval in accordance with Section 25.550 of the Illinois Administrative Code. Any employee who fails to renew an approval will be released from employment. The release will be immediate and it will not be necessary to hold a formal Board Hearing to hear a recommendation for termination, or wait to release that employee during the Reduction-In-Force period.

Section 14. Emergencies

All employees required to come to work at an earlier time than normal or otherwise have their regular hours temporarily adjusted for emergency snow removal, emergencies, or other acts of God, shall be guaranteed at least 1.5

hours of paid time for each such call out at a rate of 1.5 times the employee's regularly hourly rate. Job classifications which are required to work on snow days or during emergencies shall be identified in the District's Emergency Closing Procedures documents.

For example, an employee who normally reports to work at 5:00 a.m. is instead asked to come in at 3:00 a.m. to remove snow. The employee only works an 8-hour day. The employee will receive 6.5 hours of pay at their regular rate and 1.5 hours of pay at 1.5 times their regular hourly rate for the adjusted day.

Nothing herein shall restrict the Board from adjusting the hours of employees to meet the regular school program, nor shall this section apply to any extended time added to the normal work day.

Effective July 1, 2022, pursuant to Public Act 102-0697, all employees shall receive their daily, regular rate of pay and benefits rendered for any school closure or E-Learning Day if the closure precludes them from performing their regularly scheduled duties and the employee would have reported for work but for the closure, except this requirement does not apply if the day is rescheduled and the employee will be paid their daily, regular rate of pay and benefits for the rescheduled day when services are rendered. In lieu of completing their regular duties from home, employees may be asked to complete professional development opportunities or other specific offline tasks as reasonable for their classification during such closures provided that such expectations are provided to employees by their supervisors prior to closure.

Section 15. Training and Staff Development

15.1 General Information

The Board agrees that the CESP shall appoint four representatives to the Staff Development Committee. The Board recognizes that the matter of staff development funds and programs may also be a subject raised at the Building Councils. The District will provide staff development opportunities to CESP personnel during two of the four annual staff development days. Administration shall ensure all employees are scheduled to complete annual State-mandated trainings as part of their regular paid work days.

To encourage the professional growth of employees, the Board shall establish a pool of 25 professional leave days for use by CESP employees each year. The professional leave days may be used to attend courses, seminars, workshops or other professional development activities directly related to the employee's position. Attendance at the professional development course, seminar or workshop must be recommended by the principal or supervisor and pre-approved by the Assistant Superintendent of Human Resources or designee. The employee is responsible for the cost of the course, seminar or workshop except that the District shall provide up to \$250 annually for training, seminar, or conference fees supporting credentialing for Interpreters of the Deaf and Hard of Hearing and Nurses. Denial of professional leave is not subject to the grievance process.

15.2 Teacher Aides

During the first month of each school year, building level administrators will provide an annual in-service for teacher aides and classroom teachers to whom the aides are assigned.

15.3 Secretaries and Campus-Level Office Managers

Newly hired Secretaries and campus-level Office Managers may request up to forty (40) hours of training as part of their orientation to enhance performance, make the transition smooth, and ensure their success. The District shall choose a currently employed Secretary or campus-level Office Manager to provide the training and shall determine whether the training shall occur during the regular work day or outside the regular work day. For all training outside the regular workday, both employees shall be paid their regular hourly wage (plus any applicable overtime.) For all training that occurs during the regular workday, the mentor/trainer shall be paid their regular hourly wage plus an additional \$10/hour.

15.4 Nurses

Nurses may use at least three (3) designated non-student attendance days for the purpose of securing Continuing Education Units (CEUs). Such days will be designated by administration and announced to nurses at the start of each school year.

Section 16. Plan Time for Interpreters of the Deaf and Hard of Hearing

Interpreters of the Deaf and Hard of Hearing assigned to a high school shall be excused from weekly “late start” meetings as needed for the purpose of preparing specific subject-area language for interpreting.

Section 17. Breaks and Meals

Each employee shall be entitled to a fifteen (15) minute break during each three (3) or four (4) hour period of work. Breaks and lunch periods may not be combined to reduce the workday (arriving late or leaving early) or extend the lunch hour. Special Education programs such as Functional Life Skills (FLS), Essential Skills, Emotional Disability (ED), Self-Contained and the Young Adult Program (YAP) and employees who voluntarily participate in the District’s official mentoring program (CU One-to-One) shall be exempt from this prohibition when approved by the supervising administrator. Any other exemptions must be discussed and approved by CESP Leadership and Administration. All full-time employees shall be granted a duty free, uninterrupted lunch period of not less than 30 minutes during every work shift. Except for nurses, such period will be established by the individual building as close to the middle of the shift as possible and remain constant, except in emergencies, from day to day. Employees will not be paid during this period, and this period shall not be counted when differentiating between regular and overtime hours and will not be counted when computing consecutive hours of work.

Section 18. Medications and Procedures

In accordance with State law, no bargaining unit employee, except nurses, shall be required to dispense medications, unless in an emergency. The Board shall defend and indemnify any bargaining unit employee who is required by the District to dispense or administer medication as set forth in Board Policy or State law.

Any communication with external medical staff (e.g., doctor office, clinic, or hospital) regarding medical information or procedures for any student shall be done with the assistance of nursing staff or administration, if requested. This shall not apply to routine records requests.

Section 19. Instructional Supervision

No teacher aide, paraprofessional, library clerk, or interpreter for the hearing impaired may be required to instruct pupils unless supervised by a teacher holding a valid teaching certificate.

Section 20. Posting of Work Rules for Bus Drivers

New rules and information bulletins shall be posted by the Board on the bulletin board in the Driver’s room. A copy of all such new rules and informational bulletins shall be sent the CESP President immediately.

A complete and up-to-date notebook of all rules shall be maintained by the Board and at least one copy shall be available in the Driver’s Room at all times.

The Board shall inform all new drivers of the rules, the procedure for posting, and the existence and location of the rules workbook.

Section 21. Bus Driver Conditions of Work

21.1 Minimum Guaranteed Hours

There will be three distinct Bus Driver positions: Bus Driver – 5.0 hours/day, Bus Driver – 6.0 hours/day, and Bus Driver – 8.0 hours/day. Even though there are three distinct positions, only one wage lane will exist and all positions will be compensated using this lane. Each Driver will be guaranteed the minimum

number of hours stipulated in their position title for each day actually worked and all paid non-attendance days listed in the Driver work calendar.

Administration will have sole control over how these hours are scheduled, including route and trip assignments, within each of the three classifications. Prior to the start of each school year, the Director of Transportation will offer each Driver an opportunity to express their route preferences among those in their classification. Administration will consider ability, aptitude for the route, experience as a Driver, and Driver preferences when assigning routes.

All position vacancies that arise will be posted. Routes for Balanced Calendar schools will be noted in the job posting. Interviews will be conducted in accordance with District procedures. Any Driver wishing to add or subtract guaranteed hours cannot do so unless she/he successfully applies for and is hired into a vacancy.

21.2 Additional Time

During the school day, administration shall assign extra duty based on District need, Driver performance, and Driver interest. No Driver shall be allowed to exceed 40 actual work hours/week without the approval of the Executive Director of Facilities & Services. Drivers will complete timesheets, which shall be verified and approved by the Director of Transportation, to document all additional hours worked. Drivers will only be compensated for additional time over and above their guaranteed hours when calculated on a weekly (not daily) basis.

For all trips scheduled to conclude after all regular routes have ended for the day and on all days when school is not in session, the following process will be used to assign additional time: Drivers and other staff licensed to operate a school bus who are interested in after-hours work will place their name on an "After Hours Work" list, which shall be maintained by the Director of Transportation.

- a. Drivers may add or subtract their name from the list at any time, but must do so in writing.
- b. The Director of Transportation shall arrange the list in order of seniority.
- c. Each Monday at noon, the Director of Transportation (or other administrator) shall post a list of all after-hours work scheduled for the following week where it's accessible to all Drivers. Drivers shall indicate their choices in order of preference on this sheet by noon on Wednesday. Requests made after this time will not be considered under any circumstances. To assign after hours work, the Director of Transportation (or other administrator) shall start with the most senior employee on the After Hours Work list and assign that person their top choice. The Director will then move down the list and assign all other trips by seniority. Drivers will receive notification of their assignments by 8:00 a.m. on Friday.
- d. The following week (and on all subsequent weeks), the Director (or other administrator) shall pick up where they left off on the seniority list. The Director (or other administrator) will return to the top of the list when they reach the end.
- e. Drivers who add their names to the list will be placed in the correct place based on their hire date with the District, even if their spot in the rotation has been passed in the current cycle.
- f. Trips that come in after 8:00 a.m. on Monday for the following week will be scheduled individually. The Director of Transportation (or other administrator) will start in the appropriate spot on the After Hours Work list and offer it to that employee. If they refuse or do not respond to the offer within one hour (or a shorter time period in the case of an emergency situation), the Director shall move to the next person on the list and continue working downward until the assignment is filled.

- g. The District agrees that Drivers who are assigned to overnight trips shall be paid for all time spent on the trip except for sleep (8 hours) and up to 3 meal breaks per 24-hour period. Each meal break shall not exceed 30 minutes.
- h. If a transportation employee exceeds 40 scheduled hours in a work week as a result of being assigned additional time through the rotation, such transportation employee shall not exceed 40 scheduled hours for the following week unless no other eligible employee on the list is willing or able to accept the assignment.
- i. Trip changes affecting a trip's duration must be communicated to the driver no less than six (6) hours prior to the trip's scheduled start time. Failure to so notify the driver will result in the driver receiving payment for the originally scheduled duration of the trip. If the trip is cancelled or duration shortened due to a tournament situation, inclement weather, or circumstances beyond the District's control (such as power outage at the opposing school, the field is flooded and unplayable, etc.) then the 6-hour rule does not apply. However, should the driver already be dispatched, then the driver will be paid for 1.5 hours.
- j. If, following departure, a scheduled trip becomes a deadhead trip (e.g. the coach sends the driver home because students will return with parents) the driver shall be paid for the originally scheduled duration of the trip.
- k. If a Driver either misses or cancels a scheduled additional time assignment outside of the regular school day without at least twelve (12) hours' notice to the Director of Transportation, the following penalties will apply:
 - 1. 1st Occurrence: Written warning maintained in Director of Transportation's building notes.
 - 2. 2nd Occurrence: Bypassed in the rotation for thirty (30) days.
 - 3. 3rd Occurrence: Removed from the rotation for the remainder of the school year.
- l. The complement of drivers for any trips with more than one bus scheduled to conclude after all regular routes have ended for the day and on all days when school is not in session (i.e., "charter" trips) shall be disclosed to all drivers on said trip.

Nothing in this section shall prevent the District from utilizing Activity Buses driven by properly licensed coaches or activity/club sponsors at its sole discretion.

21.3 Driver Attendance Incentive Program

The District agrees to implement a Driver attendance incentive with the following criteria:

- 1. All non-substitute Bus Drivers and Lead Drivers are eligible.
- 2. The Driver Attendance Incentive Program will run from the first day of student attendance through the last official day of student attendance.
- 3. At the end of the period, all drivers with no absences will receive a \$1,000 bonus. Those absent 3 or fewer days will receive a \$500 bonus. Drivers cannot collect both bonuses.
- 4. All absences, regardless of reason, will be included in determining eligibility. No exceptions will be made.

21.4 Posting of Pertinent Information

The District shall supply each Driver a roster of students assigned to their bus.

Bus drivers shall be advised of any special requirements as provided in a special education student's IEP relevant to the transportation of that student on the driver's bus.

21.5 School Bus Permit Reimbursement

The Board shall pay the cost of the Illinois School Bus Driver's Permit for all employees whose work requires such Permit, provided the employee has completed one (1) year of continuous service with the District. (The employee shall submit the paid receipt voucher to their immediate supervisor.)

21.6 Safety Regulations

All buses shall be safe and in compliance with State of Illinois and Federal regulations and shall include an operable fire extinguisher, First Aid Kit, working lights, rearview mirrors, good windshield wipers and washers, operating heaters, flares or warning markers, broom, working speedometer, long-handled scraper, a working radio, a blood borne pathogens kit, clean rags, and operating horn.

21.7 Bus Driver/Monitor Training

Bus drivers and monitors shall receive training in student discipline and properly securing students as part of their orientation.

21.8 8.0 Lead Driver Positions

All Lead Driver positions will be 8.0 hours/day positions.

21.9 Mechanics Driving

No Mechanic may be assigned to transport students during their regular workday. Mechanics who hold a School Bus Permit and wish to transport students may be assigned overtime at the sole discretion of Administration before the procedure outlined in Section 21.2 is used to assign additional time.

21.10 Bus Monitors

There will be three distinct Bus Monitor positions: Bus Monitor – 5.0 hours/day, Bus Monitor – 6.0 hours/day, and Bus Monitor – 8.0 hours/day. Even though there are three distinct positions, only one wage lane will exist and all positions will be compensated using this lane. Each Monitor will be guaranteed the minimum number of hours stipulated in their position title for each day actually worked and all paid non-attendance days listed in the Monitor work calendar.

Administration will have sole control over how these hours are scheduled, including route and trip assignments, within each of the three classifications. Prior to the start of each school year, the Director of Transportation will offer each Monitor an opportunity to express their route preferences among those in their classification. Administration will consider ability, aptitude for the route, experience as a Monitor, and Monitor preferences when assigning routes.

All position vacancies that arise will be posted. Routes for Balanced Calendar schools will be noted in the job posting. Interviews will be conducted in accordance with District procedures. Any Monitor wishing to add or subtract guaranteed hours cannot do so unless she/he successfully applies for and is hired into a vacancy.

During the school day, administration shall assign extra time based on District need, Monitor performance, and Monitor interest. No Monitor shall be allowed to exceed 40 hours/week without the approval of the Executive Director of Facilities & Services. Monitors will complete timesheets, which shall be verified and approved by the Director of Transportation, to document all additional hours worked. Monitors will only be compensated for additional time over and above their guaranteed hours when calculated on a weekly (not daily) basis.

21.11 Bus Monitors Serving as Substitute Safety Aides

The parties acknowledge the longstanding practice of the District permitting bargaining unit members to apply for and be hired onto the District's substitute list and to work as a substitute during hours when they are not employed under this Agreement. There are times, however, when it may be necessary for a Bus Monitor to perform duties that would normally be performed by a Substitute Safety Aide during their regular work day.

Each school year, the District will internally post opportunities for Bus Monitors to also work as Safety Aides during their regular work day. Any Monitor hired under this posting will receive a wage rate that is \$1 per hour higher than the employee's current wage rate for the remainder of the school year. The employee will retain their status as a bargaining unit member and all other terms and conditions of employment under the Agreement.

21.12 Student Behavior – Buses

The parties agree that bus drivers may discuss concerns over the level of discipline imposed on a student for misconduct on a bus with the appropriate building principal .

Section 22. Substitutes

The District will secure qualified substitutes (if available) for employees on the first day of absence, provided the District is given reasonable notice of the absence. Substitutes will be provided on a year-round basis, to include holiday breaks and summer working schedules.

Section 23. Hours of Work and Work Year

In each year of this agreement, the District shall publish a work calendar that shall not be changed during that year.

Section 24. Assignment Notice

A reasonable effort will be made to notify all employees of their tentative job assignments by June 1 or the end of the school year, whichever occurs last.

Section 25. Building Councils

A representative(s) of the CESP Association shall be a member of the Building Councils. The CESP Association representative(s) at each particular attendance center shall be selected by the building level CESP membership. If no CESP Association representative is available or willing to serve on the Building Council at a particular site, the CESP seat shall remain vacant.

Section 26. Food Service Conditions of Work

If the supervisor requests a food service employee to use his or her personal vehicle to transport food from one building to another during the work day, the food service employee will be reimbursed at the current IRS rate.

Section 27. Maintenance Conditions of Work

The District may assign maintenance employees to a 4:00 a.m. to 1:00 p.m. work shift on an as needed basis. The District shall first seek up to four volunteers for such an assignment. If there are insufficient volunteers, the District may assign employees to the 4:00 a.m. to 1:00 p.m. shift in inverse order to seniority based on the skills needed to perform the work. The parties will annually evaluate the effectiveness of the 4:00 a.m. to 1:00 p.m. shift at the end of each school year. The parties' intent is that this Section cover work that is known or capable of being scheduled in advance, as opposed to work that is an emergency call-out situation.

Section 28. Uniforms & Clothing Allowance

The following classifications of employees will wear a uniform at all times while on the job:

- a. Cafeteria (shirt and closed toe, closed heel, non-skid shoes)
- b. Maintenance Workers (shirt only)
- c. Storekeepers (shirt only)
- d. Bus Drivers and Monitors (shirt only)
- e. Custodians (shirt only)
- f. Computer Technicians (shirt only)
- g. Hall Monitors, Student Support Advocates, and Security Officers (shirt only)

Hall Monitors, Student Support Advocates, and Security Officers will be provided five shirts each year. Colors and styles will be chosen by the District to ensure employees are easily identifiable to students, other employees, and visitors.

No later than July 1 of each year, the District and CESP will develop a list of work-related, reimbursable clothing (which shall include, at minimum, uniform shirts, shoes, and pants) and approved vendors for the upcoming year. Each employee in the following groups will be allotted the specified dollar amount every twelve months to be spent on items on the District and CESP approved list:

- a. Cafeteria – not to exceed \$200
- b. Maintenance Workers – not to exceed \$250
- c. Storekeepers – not to exceed \$250
- d. Bus Drivers and Monitors – not to exceed \$100
- e. Custodians – not to exceed \$250
- f. Computer Tech – not to exceed \$100

Reimbursement requests must be received in the Business Office no later than May 1 of each year and will be processed no later than June 15 of each year. Any employee who has resigned their employment prior to the reimbursement being processed will not be eligible for reimbursement.

An Employee is not required to obtain new shirts, shoes and/or other specific item of work-related clothing each year but is expected to wear shirts and/or pants that are neat, clean, and free of holes.

An employee who switches positions mid-year will be reimbursed based on the position they occupied at the start of the work year.

Following the successful completion of the probationary employment period, certain classifications of employees shall become eligible for District-provided jackets: Drivers, Bus Monitors, Hall Monitors, Student Support Advocates, Security Officers, Storekeepers, and Mechanics.

The District will provide jackets and long-sleeved liners for the Drivers and Mechanics not less often than every 3 years. The District will provide a jacket for Bus Monitors, Hall Monitors, Student Support Advocates, Security Officers, and Storekeepers not less often than every 3 years. It will be the responsibility of the employees to keep them neat and clean. Jackets remain the property of the school district for one calendar year. The jackets shall be on order by October 1. Jackets shall be used only during the performance of the employees' duties.

Employees required to wear a uniform will also wear a District ID or name tag. Clothing purchased through the allowance shall be worn on the job. The parties will attempt to achieve economies of scale by ordering group purchases from a single vendor.

Section 29. Clerical Testing

Clerical employees who are tested for a clerical position may request no more than two tests on the same day (test and retest).

Clerical employees who currently hold a position within the district and who are applying for a vacant position within the district will not be required to take a "retest" if their current position qualifications meet or exceed the qualifications of the position posted.

Current in-district clericals applying for a lateral position within the District shall not be required to retest for said position. However, by virtue of existing contract language, in-district clericals applying for a lateral position are required to interview for said position.

Section 30. Parent Conferences/IEPs/School-Related Functions

When appropriate to the particular child, nurses, teachers' aides, COTAs and PTAs will attend IEP meetings. The Principal will invite the nurse, teachers' aide, COTA or PTA to the IEP meeting. If problems arise, they will be discussed during CESP Leadership/Administration meetings, but not be subject to the grievance procedure.

On parent-teacher conference days, COTAs and PTAs will have the same work hours as the teachers.

Any employee required by their supervisor or appropriate building administrator to attend a parent-teacher conference, IEP, or school-related function shall be paid for a minimum of 1.5 hours of work.

Section 31. Custodian Conditions of Work

A description of required first-line maintenance duties shall be posted at each work site.

The District and the CESP shall convene a joint "Custodial Staffing Needs Committee" of no less than two and no more than four representatives from each party to analyze custodial staffing needs. This Committee shall include at least one board member from the District. The Committee shall issue a report to the Superintendent no later than April 30, 2014. In subsequent years, this issue will be discussed during CESP Leadership/Administration meetings at the request of either party.

Section 32. Travel Time

Employees required to travel to more than one work site shall be given fifteen (15) minutes of travel time between locations. This travel time shall not be considered as part of lunch or break time.

Section 33. Contracting Out

The District shall only contract work out in accordance with then applicable State law. The District will not contract out employment in the existing classifications in the CESP/Board of Education Collective Bargaining Agreement except for:

- a. emergency situations where additional assistance is needed immediately beyond current employee staffing. Management will make a concerted effort to use District employees first.
- b. situations when a crisis exists in terms of completing work or tasks before deadlines or on a time line.
- c. when the District has a need to contract out services in existing employee classifications where work may be completed by an outside agency/employees to meet District needs.
- d. when the District has had a total of eight (8) or more unfilled Bus Driver/Lead Driver positions for a period exceeding thirty (30) days. The District is committed to hiring its own drivers and will continue to interview and hire during the term of its contract with the outside vendor.

Note:

1. No contracting out may be done at all in Item B without first discussing it with CESP Leadership. A Committee composed of three members selected by the CESP President and three members selected by the Superintendent shall meet biweekly to review current projects with deadlines or timelines to determine whether work can be performed by current District employees or whether it should be contracted out.
2. No contracting out may be done at all in Item C without first negotiating it with CESP.
3. Contracting out may occur in Item A with timely notification of CESP Leadership.
4. Pre-existing conditions of contracting out (like asbestos removal or catering the District holiday reception) are not subject to negotiations or notification of CESP Leadership.

Section 34. Administrator Supervisor Assessment

The parties agree that the District will circulate annually among CESP an assessment of administrative supervisors form approved by the District and CESP.

ARTICLE VII - FRINGE BENEFITS

Section 1. Sick Leave

Sick leave without loss of pay shall be useable for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family shall be here understood to include an employee's spouse, child, step-parent, step-child, grandchild, mother, father, brother, sister, aunt, uncle, grandparent of either the employee or the employee's spouse, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and partners in a civil union. Sick leave shall be credited annually to all regularly employed personnel on the first day of each fiscal year in accordance with the following provisions:

1.1 Days of Sick Leave Entitlement

Months Employed	Number of Days/Hours
12	15 (120)
11	14 (112)
10	13 (104)
less than 10	1.3 prorated on employment (rounded to the nearest 1/2)

CESP employees who have been employed by the District for twenty (20) years or more shall receive one additional sick leave day over their annual allotment.

1.2 Doctor's Statement

A doctor's statement may be required for any personal illness charged against sick leave. If an employee is absent for serious illness or for hospitalization, a doctor's release for regular duties must be presented before returning to work.

1.3 Sick Leave Records

Official records of sick leave entitlement and use will be maintained in hours. The hours of sick leave entitlement will be calculated by multiplying the number of days entitlement by the number of hours in the staff member's work day. Sick leave may be used in increments of 0.25, 0.5, and 0.75 hours.

1.4 Pay Deductions Not Covered by Sick Leave

Deductions for loss of time not covered by sick leave shall be made at the hourly rate.

1.5 Accumulation of Sick Leave

Unused sick leave shall accumulate without limit.

1.6 Unused Sick Leave Upon Retirement

Upon retirement or resignation, an employee with ten (10) or more consecutive years of service in the District shall receive \$45 for each unused sick day (8-hour day) not otherwise used for IMRF service credit.

1.7 Excessive Absences

Excessive Absences shall be defined as absences within the control of the employee, excluding scheduled vacation days, which exceed a total of sixteen (16) or more days per school year (determined by considering that employees receive 10-12 sick days and 3 personal days per year). This does not include absences attributed to serious illness or injury with proper medical documentation.

1.8 Pattern of Leave Abuse

Pattern of Leave Abuse shall be defined as unscheduled absences that follow a consistent pattern (for example, frequent Monday or Friday absences).

1.9 Steps for Improving Attendance

The District will make every reasonable attempt to determine the nature of any attendance problem and what may be needed to assist the employee before any discipline is considered. This step shall include a meeting in which the employee may state any problems and explain the reasons for the absences.

Once it is determined that an employee has excessive absences, has failed to follow appropriate attendance procedures, and/or is exhibiting a pattern of leave abuse, progressive disciplinary measures, which may include a Notice of Concern or a formal Attendance Improvement Plan, will be utilized.

Section 2. Sick Leave Bank

The Board, in cooperation with the CESP, shall establish a Sick Leave Bank Program on a voluntary basis. A Sick Leave Bank Review Committee composed of two members selected by the CESP President and two members selected by the Superintendent shall be charged with developing and maintaining fair and equitable guidelines for use of this Sick Leave Bank for eligible employees consistent with this provision. The Sick Leave Bank Program is a benefit available only for serious illnesses or injuries which require extended absences. The decisions of the Committee shall be final and not subject to the grievance procedure.

2.1 Eligibility for Use of Sick Leave Bank

To be eligible to draw on the Sick Leave Bank, the following conditions must be met:

- a. Employees become eligible for consideration beginning with their second school year of service.
- b. The employee must have suffered a serious illness or injury which requires an extended absence. The Sick Leave Bank Committee shall consider the employee's previous three (3) years' use of sick leave in determining eligibility for Bank days.
- c. The employee must have exhausted their own reserve of sick and personal leave hours.
- d. The employee must apply to the Sick Bank Review Committee on the required form.
- e. The Sick Leave Bank Review Committee may require a physician's report to accompany the application.
- f. The employee must have contributed hours to the Sick Leave Bank.

2.2 Contributions to the Sick Leave Bank

Sick leave in the Sick Leave Bank shall be established, as follows:

- a. Within thirty days of employment for new hires, employees who wish to donate hours to the Sick Leave Bank must submit a form recommended by the Sick Leave Bank Review Committee to the CESP President and Human Resources designating a voluntary donation which is the hourly equivalent of one sick leave day. Current employees who previously opted out shall be eligible to enter the program during the annual "open enrollment" period established by the Committee.
- b. If, at any time in a school year, the number of sick leave hours in the Sick Leave Bank falls below 160 hours, the Sick Leave Bank Review Committee will ask for voluntary donations. To remain eligible for the Bank, an employee must make a voluntary donation when asked by the Committee. The donation shall be the hourly equivalent of one sick leave day.

- c. Employees who have contributed hours to the Sick Leave Bank and who are withdrawing from the bargaining unit or leaving the employment of the District for whatever reason will not be allowed to withdraw the contributed hours.
- d. Employees utilizing sick leave from the Bank will not be required to replace those hours.
- e. In the event the Sick Leave Bank is dissolved, sick leave hours contributed but not used shall be returned to contributing employees in reverse order of receipt of contributions.
- f. Maximum donation by an employee under subsections (a) and (b) is the employee's hourly equivalent of one sick leave day.

2.3 Limits on Sick Leave Bank Use

The following limitations apply to any employee's use of the Sick Leave Bank:

- a. The maximum number of Sick Leave Bank hours to be used at any one time in a single school year by an employee is the employee's hourly equivalent of twenty (20) sick leave days.
- b. The maximum number of Sick Leave Bank days which an employee may use during their employment with the District is the employee's hourly equivalent of forty (40) sick leave days.

Section 3. Personal Leave

3.1 Request Form

Personal leave must be requested in writing two days prior to the requested leave on forms provided by the District and approved by the immediate supervisor and the Assistant Superintendent of Human Resources. The parties understand this process may not be possible in emergency situations.

Personal leave days may be used before or after a holiday under the following conditions:

- a. Not more than one bargaining unit member per building in buildings with one (1) to twenty (20) bargaining unit members may utilize said leave and not more than two bargaining unit members per building in buildings with twenty-one (21) or more bargaining unit members may utilize said leave.
- b. Ten (10) days written notice must be given.
- c. A qualified substitute must be available.

3.2 Allotment

Employees who receive a vacation allotment may use three of the sick leave days provided for in Section 1 as personal leave. Employees who do not receive a vacation allotment may use four of the sick leave days provided for in Section 1 as personal leave.

3.3 Personal Leave for Emergencies

Personal leave days may be used as emergency days when school is cancelled because of severe weather conditions or other acts of God. Employees who are unable to report to work because of these conditions must notify their supervisor of such absence with all due haste.

Section 4. Bereavement Leave

The Board will grant a full-time employee and a part-time employee employed 50% or more of the time up to two additional working days per year for the death of a member of the employee's immediate family, as defined herein. Sick leave shall not be charged for the use of these two bereavement leave days under this Section. Immediate family shall be here understood to include an employee's spouse, child, step-parent, step-child, grandchild, mother, father, brother, sister, aunt, uncle, grandparent of either the employee or employee's spouse, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and partners in a civil union. The District reserves the right to require documentation

of appropriate usage. Other accrued leave may be used as additional bereavement leave upon exhaustion of the two "base" bereavement leave days.

Section 5. Vacation Leave

All twelve (12) month employees shall receive two weeks' vacation (prorated per month) from the date of employment. An employee is entitled to use vacation days as they accrue. Upon completion of the fifth year of employment said employees shall receive one additional day each year thereafter until the maximum four weeks' vacation has been accumulated.

Ten (10) month or less employees transferring to a twelve (12) month position who meet the criteria of a minimum of four years employment history with Unit 4 shall be placed at year five on the Vacation Allotment Scale at the time of their transfer.

This agreement is retroactive to employees who have made a transfer prior to this Agreement and who meet the criteria stated above.

All eleven (11) month employees will be given half the allotment and carryover of vacation time listed on the chart below based on their years of service.

All CESP personnel who have and accumulate vacation days must notify their immediate administrative supervisor to request and have approved vacation days before they can be used according to the following guidelines:

- a. For vacation requests of three (3) days or longer, an employee must notify their administrative supervisor at least ten (10) work days in advance of the day which begins the vacation. If two or more employees in a building in the same classification request vacation for the same days, then preference will be given to granting the request received first (by date). If all requirements are met and no building or District emergencies exist, the administrative supervisor may approve all vacation requests.
- b. For vacation requests of shorter duration (less than three (3) days), an employee must make the request no later than 5:00 p.m. of the workday two (2) workdays before the vacation is to commence. If two or more employees in a building in the same classification request vacation for the same days, then preference will be given to granting the request received first (by day).
- c. Appeal Process: If an employee disagrees with the supervisor's decision in items "a" and "b" above, they may immediately contact the President of the CESP and appeal it to the Assistant Superintendent of Human Resources for a final decision. The appeal should be reviewed and a decision rendered by the Assistant Superintendent of Human Resources as soon as possible and before the day(s) the employee has requested to use vacation.

When employee emergencies exist (to be determined by the Assistant Superintendent of Human Resources based on employee information and proper documentation) that may necessitate the need to use vacation days, the Assistant Superintendent of Human Resources can automatically grant the vacation request.

- d. All of the above time limits shall be waived should an emergency arise facilitating the need for the employee to take immediate vacation leave. Said emergency shall be determined by the Assistant Superintendent of Human Resources.

No employee will be allowed more than two consecutive weeks of vacation without written permission of their immediate supervisor and the Assistant Superintendent of Human Resources. This rule is to assure continuity of work.

Employees are encouraged to use their vacation days during the calendar year. However, up to eleven (11) unused vacation days may be carried over into a new calendar year. Vacation is added to each employee’s paycheck by a monthly pro-rated figure based on their annual allotment.

Years of Service	Days Allocated	Hours Allocated	Days Carryover Permitted	Hours Carryover Permitted	Maximum # of Days	Maximum # of Hours
0-4	10	80	11	88	21	168
5	11	88	11	88	22	176
6	12	96	11	88	23	184
7	13	104	11	88	24	192
8	14	112	11	88	25	200
9	15	120	11	88	26	208
10	16	128	11	88	27	216
11	17	136	11	88	28	224
12	18	144	11	88	29	232
13	19	152	11	88	30	240
14+	20	160	11	88	31	248

Section 6. Holidays and Religious Leave

5.1 Paid Holidays

Regularly employed personnel shall have the following days off duty without loss of pay if the day falls within the terms of employment:

Independence Day	December 24***
Labor Day	Christmas Day***
Fall Holiday	New Year’s Day***
General Election Day*	Martin Luther King, Junior Day
Veterans Day**	President’s Day
Wednesday before Thanksgiving**	Spring Holiday
Thanksgiving Day	Monday after Easter**
Friday after Thanksgiving	Memorial Day
	Juneteenth***

* Will only be considered a non-work day if schools are required by State law to close.

** These holidays will be honored as non-working, paid holidays so long as the Board approves a school calendar that includes these three specific non-student/non-teacher attendance days. If the days are not approved as part of an annual school calendar, employees will work their regularly-scheduled work calendars and not receive the paid days off.

*** Beginning with the 2023-2024 school year, should any of these holidays fall on a weekend, the District shall observe a day off with pay for all CESP employees on a designated week day immediately before or after the holiday. Since employees are already compensated for all holidays, even if they fall on a weekend, no additional pay shall be earned as a result of these observed holidays.

The District will annually develop and publish employee work calendars. Work calendars less than twelve (12) months will be based on District need according to student attendance and/or District-scheduled professional development/training. The number of actual paid work days may fluctuate from year to year by anywhere from one to three days on each specific work calendar. Twelve-month (12) work calendars will be based on actual days scheduled during a full calendar year and approved paid holidays.

5.2 Paid Holiday Work Rules

An employee must work the last scheduled working day before and the first scheduled working day after the holiday unless the staff member is using vacation entitlement, personal leave or is ill. If the employee is ill the day before or after a holiday, a doctor's statement may be required in order to obtain holiday pay.

5.3 Religious Holiday

If a staff member takes a religious holiday other than those included in the list of approved holidays noted above, the absence shall be considered time off without pay unless the staff member elects to have it charged against vacation entitlement or personal leave.

Section 7. Parental Leave

The Board agrees that written requests for Family and Medical Leave under the Family and Medical Leave Act (FMLA) shall be processed in accordance with the applicable FMLA rules and regulations.

Section 8. Military Leave

Military leave and compensation will be granted in accordance with Federal and State law.

Section 9. Leave for Pursuit of Teacher Licensure

The parties acknowledge the importance of facilitating professional growth opportunities for bargaining unit members who wish to obtain teacher licensure. The parties also acknowledge the importance of ensuring that services for students suffer minimal disruption in such instances.

A bargaining unit member may request up to thirty (30) days of unpaid leave each year for the purposes of completing coursework, observation hours, or student teaching hours as part of a teacher licensure program at a college/university. Such leave need not be consecutive days in order to accommodate a given teacher licensure program. Such requests shall be made to the Superintendent or their designee and shall be granted in their sole discretion. Denials shall not be subject to the grievance process.

Section 10. Jury Duty

The Board shall pay full wage during the time an employee is on jury duty. Jury duty remuneration for such services while being paid by the District shall be turned over to the District, but such amounts turned over shall not exceed the wages paid by the District for such time period. If jury duty does not interfere with regular working hours, the remuneration accrues to the employee. The employee shall provide proof of jury duty service on a form provided by the District.

Section 11. Leave of Absence

The Board and the CESP agree that leaves of absence without pay may be granted by action of the Board of Education for employees having completed two full years of service to the District. Employee requests for leave of absence without pay shall state the reason for the leave and the length of time requested. Other employment may not be a reason for requesting a leave of absence. Any request for a leave of absence shall be submitted in writing by the employee to the Superintendent or their designee.

A leave of absence shall not exceed one (1) year. An employee may request up to an additional year of extension.

Any denial of a leave of absence shall be given to the employee in writing in a timely fashion.

While on leave of absence, the employee shall have the opportunity to continue in the major medical insurance program at the employee's expense.

All accumulated benefits and rights of employment previously gained shall be reinstated upon return. Return to employment will be contingent upon the availability of a position deemed by the Board to be suitable for the employee who was on leave.

Section 12. Health Insurance

For each month during this Agreement, the Board shall contribute the below dollar amounts for all bargaining unit members who normally work at least thirty-five (35) hours per week. The Board shall also contribute this same amount for all bargaining unit members who normally work at least thirty (30) hours per week but less than thirty-five (35) hours per week if they have been employed by the District for a period of two (2) consecutive years as of the first day of the employee's work calendar in a given year.

2022-2023 Fiscal Year: \$735.00/month

2023-2024 Fiscal Year: \$783.00/month

2024-2025 Fiscal Year: \$834.00/month

2025-2026 Fiscal Year: \$888.00/month

The Board shall contribute the below monthly premium amounts for all bargaining unit members who normally work at least thirty (30) hours per week but less than thirty-five (35) hours per week if they do not meet the years of consecutive service requirement outlined above. The dollar amounts below are 83% of the dollar amounts listed above.

2022-2023 Fiscal Year: \$610.05/month

2023-2024 Fiscal Year: \$649.89/month

2024-2025 Fiscal Year: \$692.22/month

2025-2026 Fiscal Year: \$737.04/month

Bargaining unit members may apply the dollar value toward the single, employee plus one, or family premium for any of the negotiated plans chosen by the employee.

During the term of this Agreement, the CESP and the Board agree to use plans to be negotiated each plan year. The parties agree to negotiate at least two plan options accessible to qualifying bargaining unit members for each year of this Agreement. The parties will schedule their first meeting to negotiate health care plans to occur no later than April 15 each year. The parties agree to establish a Joint Committee comprised of equal representatives to study health insurance plans.

For the 2022-2023 year, the plans will be the Health Alliance POS-C 1000d NS1 Rx8, the POS-C 2000d NS1 Rx8, and the HMO HSA 3000 Bronze NS3 Rx3.

For each bargaining unit member who selects one of the POS-C plans, the Board will also pay an additional \$100 per month for members who choose an employee plus one or family plan.

For each bargaining unit member who selects the HMO HSA 3000 Bronze NS3 Rx3, the Board shall deposit the difference between the monthly premium cost and the dollar amount above plus an additional \$100 into an HSA. The parties acknowledge that the HSA shall be administered in accordance with IRS regulations and participation in the HSA may prevent a bargaining unit member from also participating in the Flexible Benefit Plan.

Annually, for the life of the Agreement, the parties agree to make an effort to provide at least one low cost plan option that minimizes the single out of pocket premium cost for employees.

When two bargaining unit employees are spouses, the District shall apply one Board paid single coverage insurance premium toward the cost of single coverage and the other Board paid single coverage insurance premium toward the cost of employee plus one or family coverage.

If, during the life of this Agreement, the thirty (30) hour threshold for providing insurance to employees under the Affordable Care Act is legislatively lowered to a lesser number, the Board agrees to provide coverage for those employees so affected under the same terms listed above for those employees who normally work at least thirty (30) hours per week.

The Board may opt to implement a self-funded health insurance plan in lieu of a fully insured plan as long as the benefits associated with the plan remain substantially the same.

Section 13. Term Life, Vision, & Dental Insurance

Employees who normally work at least 1,000 regular hours per year shall be eligible for the following insurance benefits:

- a. The Board shall provide each eligible employee with \$25,000 of term life insurance.
- b. The EyeMed Standard Plan Vision Plan or a comparable plan shall be provided to all eligible employees. The cost of the single premium shall be paid by the Board up to \$5 per month.
- c. Eligible employees may, at their option and cost, participate in the District's dental insurance program.

Section 14. Kids Plus Tuition Discount

The Board shall offer a twenty-five percent (25%) discount on Kids Plus rates for members with children who attend Unit 4 schools.

ARTICLE VIII – COMPENSATION

Section 1. Pay

1.1 Pay Days

Twelve-month employees shall be paid on a twenty-six pay basis with the first pay being on the first Friday that falls on the district pay calendar after twelve (12) work/pay days.

Employees employed on less than a twelve (12) month basis may elect to be paid on either a 21 or 26 pay basis. Subsequent pays will continue on alternate Fridays for the designated pays and until payment of the employee's work year is completed. However, the last check will not be issued before the last day of the employee's work year. The first checks may be based upon the previous year's wage schedule.

In years in which there are twenty-seven alternate Fridays, all employees paid on a twenty-six pay basis shall be paid on a twenty-seven pay basis.

Employee checks or earnings statement shall be available to the employee at their work place no later than the end of the employee's working day.

The District shall publish a pay calendar prior to the end of the school year for the following school year.

1.2 Direct Deposit

A voluntary direct deposit pay shall be made available by the Board to any bank serviced by the central depository and selected by the employee.

The Board shall deposit direct deposit payments at the close of bank business the day preceding a payday and shall make the credit union direct deposit available for pick up by the credit union when the payroll deduction check is tendered.

1.3 Mileage
Employees who are requested by an administrator to use their own vehicles during the school day on school business shall be reimbursed at the IRS rate; this includes employees traveling between assigned work sites. Prior approval of an administrator must be obtained. A minimum of \$15.00 must be accumulated prior to being paid for such mileage. However, any balance of mileage owed to an employee remaining at the end of the fiscal year shall be paid to the employee.

1.4 CESP Personnel Who Coach
CESP personnel are hourly employees; therefore, they do not receive double pay for being employed in their classification and a coach/sponsor when they must depart early for practices or a game/meet.

Example: If an employee's hours are 7:30 a.m. to 3:30 p.m. and they have to leave at 2:00 p.m. for an away game/meet, then they would not be paid for the final 1 1/2 hours of work for their permanent job assignment. The employee would be serving that time as a coach, and the paid differential would cover that time. The building principal and designated payroll personnel where the employee is employed are responsible for recording that information accordingly on the payroll sheets.

The middle school or high school principal, or designee, who hires the employee for a differential position is responsible for explaining the above to the prospective coach/sponsor and making sure they understand the practice. The principal, or designee, who hired the employee for the coaching position is also responsible for informing the building administrator where the employee is employed that the employee will be taking the differential position as a coach/sponsor, and there may be times (practices/games/meets) when it is necessary for the employee to leave before the work day is complete. If possible, a list of those days should be provided in advance to the building administrator where the employee is employed.

At the sole discretion of the District, employees who serve as a coach/sponsor may utilize up to ten (10) hours of professional leave per school year when they must depart early for practices or a game/meet. Employees will be required to use Personal or Vacation Leave for all hours above ten (10) per year (or in instances when the District does not permit the employee to use professional leave) when they must leave early as a result of coach/sponsor duties. Denial of professional leave is not subject to the grievance process

1.5 Bus Drivers
The District agrees to pay bus drivers for actual time spent participating in a drug test up to a maximum of 1.5 hours. Additional compensation will not be offered unless it exceeds the driver's guaranteed minimum hours for the week.

Section 2. Wage Schedule

2.1 IMRF Contribution
Effective January 1, 2007, the District shall pay 4.5% of an eligible employee's IMRF contribution on top of the employee's gross wages to the IMRF (IMRF factor equals .04712).

2.2 General Percentage Increases
a. Fiscal Year 2022-2023: New wage schedules (see Appendix A) have been created and identify the classifications that will be paid using each schedule. All current employees will receive a \$2.25/hour increase over their 2021-2022 wage. Each employee shall then be placed at a step on their new wage schedule that is closest to the \$2.25/hour increase without being below a \$2.25/hour increase. Regardless of this language, any employee hired on or before June 1, 2022 shall be placed no lower than Step 2 of their new wage schedule. Employees hired after July 1, 2022 will be placed on the 2022-2023 wage schedule using the normal placement procedure for new hires.

- b. Fiscal Year 2023-2024: Step + 2% for all classifications
- c. Fiscal Year 2023-2024: Step + 2% for all classifications
- d. Fiscal Year 2024-2025: Step + 2% for all classifications

Section 3. Movement on the Schedule

3.1 Advancement Dates

Movement on the schedule occurs on July 1. All employees hired between July 1 and the first day of second semester shall receive wage schedule advancement. Those hired after the first day of second semester shall receive no wage schedule advancement for that year.

3.2 New Hires

To receive credit under this Section, new employees must provide proof of prior work experience prior to the expiration of their probationary employment period.

New hires on or after July 1, 2022 shall be given year-for-year credit up to twenty (20) years (which would result in a placement on a step no higher than Step 21) for full-time prior experience directly related to their position. Credit for part-time experience may be granted at the discretion of the Assistant Superintendent of Human Resources.

The District will consider previous licensed teaching experience in any accredited educational institution when calculating credit for prior experience for teacher aides/paraprofessionals.

New hires on or after July 1, 2019 shall be given year-for-year credit for up to four (4) years of documented military service as consideration of placement on the wage schedule. This credit for military service may be combined with other prior experience directly related to their position to result in a maximum placement at Step 21 (for example, five years of mechanic experience plus four years of military service would provide for a beginning wage placement at Step 10). New hires may not “double-dip” when experience credit is granted (for example, an employee who served as an Army mechanic for four (4) years will only receive four (4) years’ credit with the District).

3.3 Employee Hired into Another Position

The parties acknowledge that the District benefits when employees seek more challenging positions in which to utilize their experience and expertise.

Effective July 1, 2022, if a bargaining unit member applies for and is hired to fill a vacant, new, or created position with a Step 1 wage rate that is higher than the Step 1 wage rate of their current position, the employee shall be placed at a step on the wage schedule for the new position that is the lowest wage rate equal to or greater than \$2.00 per hour more than their current wage rate. In no instance, however, shall such placement result in a wage rate that is less than what the employee would have earned if they were treated as a “new hire” into that position for the purpose of wage placement. Employees shall have ninety (90) work days after hire into the new position to provide proof of prior experience if such experience was not already verified upon the employee’s original hire into the District.

Effective July 1, 2022, if a bargaining unit member applies for and is hired to fill a vacant, new, or created position with a Step 1 wage rate that is the same as or lower than the Step 1 wage rate of their current position, the employee shall receive the wage rate of the new position at their current step placement.

3.4 Americans with Disabilities Act or Temporary Disability

When an employee is offered and accepts a different bargaining unit position due to an Americans with Disabilities Act (ADA) accommodation or other temporary disability, that employee will be placed in the new position at their current rate and will remain at their previous rate of pay until the rate of pay they would have otherwise earned resultant of their step accrual in the new classification surpasses their current rate, at which point such employees will step as normal in their new classification lane.

3.5 Summer School Work

A District employee who applies for and accepts summer school work will be compensated at a rate of pay according to the summer school position that was posted. The employee will not receive a higher rate because their regular classification was paid at a higher rate; that is, an Office Manager who accepts a Secretary summer school position will not be paid at the Office Manager rate.

Section 4. Overtime/Call Back Rates

4.1 Overtime Rates

Approved overtime shall be at time and one-half after 40 hours per week.

4.2 Call Back Rates

Any person who shall be called back or called in will be paid a minimum of one and one-half hours.

4.3 Bus Driver Rates

With respect to bus drivers, extra time will be paid at the driver's hourly rate up to 40 hours.

4.4 Routine Weekend/Holiday Building Checks

Custodians shall not be required to do routine weekend/holiday building checks.

4.5 Overtime for Custodians, Maintenance and Storekeepers

Each building shall maintain a list of Custodial, Maintenance, and Storekeeper employees interested in working overtime. Administration shall make an effort to ensure that overtime is offered equitably among all interested employees.

Section 5. Interim Assignments

After serving two or more consecutive work days in an interim assignment in a higher grade classification, the employee will be paid at the wage rate corresponding to the higher classification at their step placement for the remainder of the interim assignment. The wage rate adjustment shall become effective with the third work day.

Section 6. Extra Duty Pay

As a last resort when a regular substitute cannot be found and providing students' IEPs are otherwise being met, Teacher Aides may be assigned by the building principal (or their designee) to supervise in their classroom or another classroom at time and a half their hourly rate of pay when a teacher is absent and a substitute teacher is not located. Only one Teacher Aide will be assigned supervisory duties (and receive the time and a half hourly rate) by the building principal or their designee for a given classroom needing such supervision, even if the classroom normally has more than one Aide.

When permitted by law, other bargaining unit members may also be assigned by the building principal (or their designee) to supervise a classroom at time and a half their hourly rate of pay when a teacher is absent and a substitute teacher is not located. Only one bargaining unit member will be assigned supervisory duties in a given classroom (and receive the time and a half hourly rate).

Section 7. Compensation for Recruiting

Anyone who recruits a Bus Driver, Bus Monitor, Teacher Aide, Nurse, or campus-level Food Service employee will receive a \$250 bonus if the new hire remains employed for at least six months after their hire date.

Section 8. Professional Growth Stipends for Computer Technicians, Network Administrators, and System Administrators

Effective July 1, 2017, department administration will annually publish a list of courses and exams designed to provide professional growth for Computer Technicians, Network Administrators, and System Administrators.

The District will develop an annual training schedule allowing access to a minimum of two (2) classes and exams per school year. Employees must pass any exams associated with a prior class before becoming eligible to take the next offered class. Training will be provided by the District at no cost to the employee.

When an employee passes a course and exam, they shall be paid a \$1,000 stipend for three consecutive years (the year the exam is passed plus the next two years). The stipend will “expire” once the three-year period has elapsed.

Employees shall be eligible to receive up to three (3) stipends in any given year.

Section 9. Section 403(b) and 403(b)(7) Plans

- 10.1 Effective with the 2016-2017 school year, the District will switch to a “vendor pay” model for the purposes of administering its 403(b) Plan. As a result of this change, the District will ask all vendors participating in the Plan to pay the costs of administering the plan.
- 10.2 If a vendor chooses not to absorb these costs and instead passes them on to the employee, the District will “make whole” any employee charged such a fee by the vendor. To receive reimbursement for such fees, the employee will submit appropriate documentation to the Accounts Payable Department at the end of each semester or each year. All reimbursement requests must be submitted prior to June 30 of each year.
- 10.3 Current employees affected by this change will be notified via letter from the Human Resources Department. Employees who join the plan in the future will be notified of the reimbursement option via letter from the Human Resources Department in the 403(b) Plan enrollment packet.
- 10.4 If the expected cost savings for the District do not materialize, the District reserves the right to end the reimbursement option and return to the “employer pay” model at any time. In such instance, affected employees will be notified via letter from the Human Resources Department.

ARTICLE IX – NO STRIKE CLAUSE

The CESP hereby agrees not to strike, or engage in, or support or encourage any concerted refusal to render full and complete services in the school district or to engage in or support any activity which would disrupt in any manner the operation of the schools during the terms of this agreement.

ARTICLE X – VALIDITY

This agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the CESP and constitutes the entire agreement between the parties.

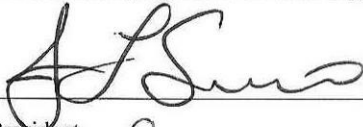
Any amendment or supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

If any section, paragraph, clause, or sentence of this agreement is held invalid or unconstitutional, such a decision shall not affect the remaining portion of this agreement or any section or part thereof.

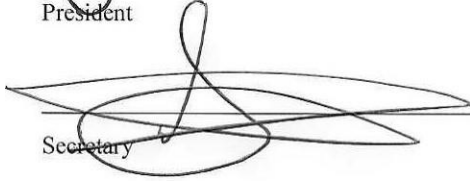
The agreement shall become effective July 1, 2022 and remain in force until June 30, 2026. Either party may request negotiations for a successor agreement by written notice to the other no later than May 15, 2026 and no earlier than April 15, 2026.

This Agreement is signed this 17th day of August, 2022.

For the Champaign Educational Support Professionals, an affiliate of the Illinois Education Association



President



Secretary

For the Board of Education, Champaign Community Schools Unit District No. 4



President



Secretary

APPENDICES

- Appendix A: Wage Schedules
- Appendix B: Payroll Dues Deduction Form
- Appendix C: Employee Due Process/Progressive Discipline
- Appendix D: Registered Nurse (RN) Delegation of Duties

Appendix A – Wage Schedules

2022-2023

2023-2024

2024-2025

2025-2026

Pay Lane A

Bus Monitor

Hall Monitor

General Cafeteria Worker

Step	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
1	15.50	15.81	16.13	16.45
2	15.81	16.13	16.45	16.78
3	16.13	16.45	16.78	17.11
4	16.45	16.78	17.11	17.46
5	16.78	17.11	17.46	17.80
6	17.11	17.46	17.80	18.16
7	17.46	17.80	18.16	18.52
8	17.80	18.16	18.52	18.89
9	18.16	18.52	18.89	19.27
10	18.52	18.89	19.27	19.66
11	18.89	19.27	19.66	20.05
12	19.27	19.66	20.05	20.45
13	19.66	20.05	20.45	20.86
14	20.05	20.45	20.86	21.28
15	20.45	20.86	21.28	21.70
16	20.86	21.28	21.70	22.14
17	21.28	21.70	22.14	22.58
18	21.70	22.14	22.58	23.03
19	22.14	22.58	23.03	23.49
20	22.58	23.03	23.49	23.96
21	23.03	23.49	23.96	24.44
22	23.49	23.96	24.44	24.93
23	23.96	24.44	24.93	25.43
24	24.44	24.93	25.43	25.94
25	24.93	25.43	25.94	26.46
26	25.43	25.94	26.46	26.99
27	25.94	26.46	26.99	27.53
28	26.46	26.99	27.53	28.08
29	26.99	27.53	28.08	28.64
30	27.53	28.08	28.64	29.21
31	28.08	28.64	29.21	29.79
32	28.64	29.21	29.79	30.39

Pay Lane B

Production Cafeteria Worker

Lead Cafeteria Worker (Satellite)

Step	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
1	16.00	16.32	16.65	16.98
2	16.32	16.65	16.98	17.32
3	16.65	16.98	17.32	17.67
4	16.98	17.32	17.67	18.02
5	17.32	17.67	18.02	18.38
6	17.67	18.02	18.38	18.75
7	18.02	18.38	18.75	19.12
8	18.38	18.75	19.12	19.50
9	18.75	19.12	19.50	19.89
10	19.12	19.50	19.89	20.29
11	19.50	19.89	20.29	20.70
12	19.89	20.29	20.70	21.11
13	20.29	20.70	21.11	21.53
14	20.70	21.11	21.53	21.96
15	21.11	21.53	21.96	22.40
16	21.53	21.96	22.40	22.85
17	21.96	22.40	22.85	23.31
18	22.40	22.85	23.31	23.78
19	22.85	23.31	23.78	24.25
20	23.31	23.78	24.25	24.74
21	23.78	24.25	24.74	25.23
22	24.25	24.74	25.23	25.73
23	24.74	25.23	25.73	26.25
24	25.23	25.73	26.25	26.77
25	25.73	26.25	26.77	27.31
26	26.25	26.77	27.31	27.86
27	26.77	27.31	27.86	28.41
28	27.31	27.86	28.41	28.98
29	27.86	28.41	28.98	29.56
30	28.41	28.98	29.56	30.15
31	28.98	29.56	30.15	30.76
32	29.56	30.15	30.76	31.37

Pay Lane C

Lead Cafeteria Worker (On-Site Cooking)

Custodian

Secretary

Step	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
1	16.50	16.83	17.17	17.51
2	16.83	17.17	17.51	17.86
3	17.17	17.51	17.86	18.22
4	17.51	17.86	18.22	18.58
5	17.86	18.22	18.58	18.95
6	18.22	18.58	18.95	19.33
7	18.58	18.95	19.33	19.72
8	18.95	19.33	19.72	20.11
9	19.33	19.72	20.11	20.52
10	19.72	20.11	20.52	20.93
11	20.11	20.52	20.93	21.34
12	20.52	20.93	21.34	21.77
13	20.93	21.34	21.77	22.21
14	21.34	21.77	22.21	22.65
15	21.77	22.21	22.65	23.10
16	22.21	22.65	23.10	23.57
17	22.65	23.10	23.57	24.04
18	23.10	23.57	24.04	24.52
19	23.57	24.04	24.52	25.01
20	24.04	24.52	25.01	25.51
21	24.52	25.01	25.51	26.02
22	25.01	25.51	26.02	26.54
23	25.51	26.02	26.54	27.07
24	26.02	26.54	27.07	27.61
25	26.54	27.07	27.61	28.16
26	27.07	27.61	28.16	28.73
27	27.61	28.16	28.73	29.30
28	28.16	28.73	29.30	29.89
29	28.73	29.30	29.89	30.49
30	29.30	29.89	30.49	31.09
31	29.89	30.49	31.09	31.72
32	30.49	31.09	31.72	32.35

Pay Lane D

Cafeteria Coordinator

Choice Specialist

<u>Step</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
1	17.00	17.34	17.69	18.04
2	17.34	17.69	18.04	18.40
3	17.69	18.04	18.40	18.77
4	18.04	18.40	18.77	19.14
5	18.40	18.77	19.14	19.53
6	18.77	19.14	19.53	19.92
7	19.14	19.53	19.92	20.32
8	19.53	19.92	20.32	20.72
9	19.92	20.32	20.72	21.14
10	20.32	20.72	21.14	21.56
11	20.72	21.14	21.56	21.99
12	21.14	21.56	21.99	22.43
13	21.56	21.99	22.43	22.88
14	21.99	22.43	22.88	23.34
15	22.43	22.88	23.34	23.80
16	22.88	23.34	23.80	24.28
17	23.34	23.80	24.28	24.77
18	23.80	24.28	24.77	25.26
19	24.28	24.77	25.26	25.77
20	24.77	25.26	25.77	26.28
21	25.26	25.77	26.28	26.81
22	25.77	26.28	26.81	27.34
23	26.28	26.81	27.34	27.89
24	26.81	27.34	27.89	28.45
25	27.34	27.89	28.45	29.02
26	27.89	28.45	29.02	29.60
27	28.45	29.02	29.60	30.19
28	29.02	29.60	30.19	30.79
29	29.60	30.19	30.79	31.41
30	30.19	30.79	31.41	32.04
31	30.79	31.41	32.04	32.68
32	31.41	32.04	32.68	33.33

Pay Lane E

Teacher Aide
 Student Support Advocate
 (SSA)
 Production Cafeteria
 Coordinator

Elementary, Novak, & Non-
 Campus Head Custodian
 Elementary, Novak, & Non-
 Campus Office Manager
 Graphic Design Specialist

Substitute Coordinator

Step	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
1	17.50	17.85	18.21	18.57
2	17.85	18.21	18.57	18.94
3	18.21	18.57	18.94	19.32
4	18.57	18.94	19.32	19.71
5	18.94	19.32	19.71	20.10
6	19.32	19.71	20.10	20.50
7	19.71	20.10	20.50	20.91
8	20.10	20.50	20.91	21.33
9	20.50	20.91	21.33	21.76
10	20.91	21.33	21.76	22.19
11	21.33	21.76	22.19	22.64
12	21.76	22.19	22.64	23.09
13	22.19	22.64	23.09	23.55
14	22.64	23.09	23.55	24.02
15	23.09	23.55	24.02	24.50
16	23.55	24.02	24.50	24.99
17	24.02	24.50	24.99	25.49
18	24.50	24.99	25.49	26.00
19	24.99	25.49	26.00	26.52
20	25.49	26.00	26.52	27.05
21	26.00	26.52	27.05	27.60
22	26.52	27.05	27.60	28.15
23	27.05	27.60	28.15	28.71
24	27.60	28.15	28.71	29.28
25	28.15	28.71	29.28	29.87
26	28.71	29.28	29.87	30.47
27	29.28	29.87	30.47	31.08
28	29.87	30.47	31.08	31.70
29	30.47	31.08	31.70	32.33
30	31.08	31.70	32.33	32.98
31	31.70	32.33	32.98	33.64
32	32.33	32.98	33.64	34.31

Pay Lane F

Security Officer
 Truant Interventionist (TISA)
 Career Services Liaison
 (Operation Hope)
 Parent Liaison

Mentor/Volunteer Coordinator
 Secondary Head Custodian
 Secondary Office Manager
 High School Registrar
 Accounting Clerk

Data Specialist
 Maintenance Worker – Grounds
 Storekeeper

Step	2022-2023	2023-2024	2024-2025	2025-2026
1	18.25	18.62	18.99	19.37
2	18.62	18.99	19.37	19.75
3	18.99	19.37	19.75	20.15
4	19.37	19.75	20.15	20.55
5	19.75	20.15	20.55	20.96
6	20.15	20.55	20.96	21.38
7	20.55	20.96	21.38	21.81
8	20.96	21.38	21.81	22.25
9	21.38	21.81	22.25	22.69
10	21.81	22.25	22.69	23.15
11	22.25	22.69	23.15	23.61
12	22.69	23.15	23.61	24.08
13	23.15	23.61	24.08	24.56
14	23.61	24.08	24.56	25.05
15	24.08	24.56	25.05	25.55
16	24.56	25.05	25.55	26.07
17	25.05	25.55	26.07	26.59
18	25.55	26.07	26.59	27.12
19	26.07	26.59	27.12	27.66
20	26.59	27.12	27.66	28.21
21	27.12	27.66	28.21	28.78
22	27.66	28.21	28.78	29.35
23	28.21	28.78	29.35	29.94
24	28.78	29.35	29.94	30.54
25	29.35	29.94	30.54	31.15
26	29.94	30.54	31.15	31.77
27	30.54	31.15	31.77	32.41
28	31.15	31.77	32.41	33.06
29	31.77	32.41	33.06	33.72
30	32.41	33.06	33.72	34.39
31	33.06	33.72	34.39	35.08
32	33.72	34.39	35.08	35.78

Pay Lane G

Certified Nursing Assistant (CNA)

Bus Driver

Computer Technician

Step	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
1	20.50	20.91	21.33	21.75
2	20.91	21.33	21.75	22.19
3	21.33	21.75	22.19	22.63
4	21.75	22.19	22.63	23.09
5	22.19	22.63	23.09	23.55
6	22.63	23.09	23.55	24.02
7	23.09	23.55	24.02	24.50
8	23.55	24.02	24.50	24.99
9	24.02	24.50	24.99	25.49
10	24.50	24.99	25.49	26.00
11	24.99	25.49	26.00	26.52
12	25.49	26.00	26.52	27.05
13	26.00	26.52	27.05	27.59
14	26.52	27.05	27.59	28.14
15	27.05	27.59	28.14	28.70
16	27.59	28.14	28.70	29.28
17	28.14	28.70	29.28	29.86
18	28.70	29.28	29.86	30.46
19	29.28	29.86	30.46	31.07
20	29.86	30.46	31.07	31.69
21	30.46	31.07	31.69	32.33
22	31.07	31.69	32.33	32.97
23	31.69	32.33	32.97	33.63
24	32.33	32.97	33.63	34.31
25	32.97	33.63	34.31	34.99
26	33.63	34.31	34.99	35.69
27	34.31	34.99	35.69	36.40
28	34.99	35.69	36.40	37.13
29	35.69	36.40	37.13	37.88
30	36.40	37.13	37.88	38.63
31	37.13	37.88	38.63	39.41
32	37.88	38.63	39.41	40.19

Pay Lane H

Safety Officer

Lead Bus Driver

Help Desk Specialist

Step	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
1	21.50	21.93	22.37	22.82
2	21.93	22.37	22.82	23.27
3	22.37	22.82	23.27	23.74
4	22.82	23.27	23.74	24.21
5	23.27	23.74	24.21	24.70
6	23.74	24.21	24.70	25.19
7	24.21	24.70	25.19	25.69
8	24.70	25.19	25.69	26.21
9	25.19	25.69	26.21	26.73
10	25.69	26.21	26.73	27.27
11	26.21	26.73	27.27	27.81
12	26.73	27.27	27.81	28.37
13	27.27	27.81	28.37	28.94
14	27.81	28.37	28.94	29.51
15	28.37	28.94	29.51	30.11
16	28.94	29.51	30.11	30.71
17	29.51	30.11	30.71	31.32
18	30.11	30.71	31.32	31.95
19	30.71	31.32	31.95	32.59
20	31.32	31.95	32.59	33.24
21	31.95	32.59	33.24	33.90
22	32.59	33.24	33.90	34.58
23	33.24	33.90	34.58	35.27
24	33.90	34.58	35.27	35.98
25	34.58	35.27	35.98	36.70
26	35.27	35.98	36.70	37.43
27	35.98	36.70	37.43	38.18
28	36.70	37.43	38.18	38.94
29	37.43	38.18	38.94	39.72
30	38.18	38.94	39.72	40.52
31	38.94	39.72	40.52	41.33
32	39.72	40.52	41.33	42.15

Pay Lane I

Dispatcher/Router

Step	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
1	22.50	22.95	23.41	23.88
2	22.95	23.41	23.88	24.35
3	23.41	23.88	24.35	24.84
4	23.88	24.35	24.84	25.34
5	24.35	24.84	25.34	25.85
6	24.84	25.34	25.85	26.36
7	25.34	25.85	26.36	26.89
8	25.85	26.36	26.89	27.43
9	26.36	26.89	27.43	27.98
10	26.89	27.43	27.98	28.54
11	27.43	27.98	28.54	29.11
12	27.98	28.54	29.11	29.69
13	28.54	29.11	29.69	30.28
14	29.11	29.69	30.28	30.89
15	29.69	30.28	30.89	31.51
16	30.28	30.89	31.51	32.14
17	30.89	31.51	32.14	32.78
18	31.51	32.14	32.78	33.43
19	32.14	32.78	33.43	34.10
20	32.78	33.43	34.10	34.78
21	33.43	34.10	34.78	35.48
22	34.10	34.78	35.48	36.19
23	34.78	35.48	36.19	36.91
24	35.48	36.19	36.91	37.65
25	36.19	36.91	37.65	38.40
26	36.91	37.65	38.40	39.17
27	37.65	38.40	39.17	39.96
28	38.40	39.17	39.96	40.76
29	39.17	39.96	40.76	41.57
30	39.96	40.76	41.57	42.40
31	40.76	41.57	42.40	43.25
32	41.57	42.40	43.25	44.12

Pay Lane J

Nurse – LPN

DHH Interpreter

Certified Occupational Therapy Assistant (COTA)

Physical Therapy Assistant (PTA)

Step	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
1	24.00	24.48	24.97	25.47
2	24.48	24.97	25.47	25.98
3	24.97	25.47	25.98	26.50
4	25.47	25.98	26.50	27.03
5	25.98	26.50	27.03	27.57
6	26.50	27.03	27.57	28.12
7	27.03	27.57	28.12	28.68
8	27.57	28.12	28.68	29.26
9	28.12	28.68	29.26	29.84
10	28.68	29.26	29.84	30.44
11	29.26	29.84	30.44	31.05
12	29.84	30.44	31.05	31.67
13	30.44	31.05	31.67	32.30
14	31.05	31.67	32.30	32.95
15	31.67	32.30	32.95	33.61
16	32.30	32.95	33.61	34.28
17	32.95	33.61	34.28	34.96
18	33.61	34.28	34.96	35.66
19	34.28	34.96	35.66	36.38
20	34.96	35.66	36.38	37.10
21	35.66	36.38	37.10	37.85
22	36.38	37.10	37.85	38.60
23	37.10	37.85	38.60	39.37
24	37.85	38.60	39.37	40.16
25	38.60	39.37	40.16	40.97
26	39.37	40.16	40.97	41.78
27	40.16	40.97	41.78	42.62
28	40.97	41.78	42.62	43.47
29	41.78	42.62	43.47	44.34
30	42.62	43.47	44.34	45.23
31	43.47	44.34	45.23	46.13
32	44.34	45.23	46.13	47.06

Pay Lane K

Maintenance Worker – Buildings

Maintenance Worker – Painter

Mechanic

Network Administrator

System Administrator

Step	2022-2023	2023-2024	2024-2025	2025-2026
1	25.00	25.50	26.01	26.53
2	25.50	26.01	26.53	27.06
3	26.01	26.53	27.06	27.60
4	26.53	27.06	27.60	28.15
5	27.06	27.60	28.15	28.72
6	27.60	28.15	28.72	29.29
7	28.15	28.72	29.29	29.88
8	28.72	29.29	29.88	30.47
9	29.29	29.88	30.47	31.08
10	29.88	30.47	31.08	31.71
11	30.47	31.08	31.71	32.34
12	31.08	31.71	32.34	32.99
13	31.71	32.34	32.99	33.65
14	32.34	32.99	33.65	34.32
15	32.99	33.65	34.32	35.01
16	33.65	34.32	35.01	35.71
17	34.32	35.01	35.71	36.42
18	35.01	35.71	36.42	37.15
19	35.71	36.42	37.15	37.89
20	36.42	37.15	37.89	38.65
21	37.15	37.89	38.65	39.42
22	37.89	38.65	39.42	40.21
23	38.65	39.42	40.21	41.02
24	39.42	40.21	41.02	41.84
25	40.21	41.02	41.84	42.67
26	41.02	41.84	42.67	43.53
27	41.84	42.67	43.53	44.40
28	42.67	43.53	44.40	45.28
29	43.53	44.40	45.28	46.19
30	44.40	45.28	46.19	47.11
31	45.28	46.19	47.11	48.06
32	46.19	47.11	48.06	49.02

Pay Lane L

Lead Mechanic

Nurse – RN

<u>Step</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
1	34.25	34.94	35.63	36.35
2	34.94	35.63	36.35	37.07
3	35.63	36.35	37.07	37.81
4	36.35	37.07	37.81	38.57
5	37.07	37.81	38.57	39.34
6	37.81	38.57	39.34	40.13
7	38.57	39.34	40.13	40.93
8	39.34	40.13	40.93	41.75
9	40.13	40.93	41.75	42.59
10	40.93	41.75	42.59	43.44
11	41.75	42.59	43.44	44.31
12	42.59	43.44	44.31	45.19
13	43.44	44.31	45.19	46.10
14	44.31	45.19	46.10	47.02
15	45.19	46.10	47.02	47.96
16	46.10	47.02	47.96	48.92
17	47.02	47.96	48.92	49.90
18	47.96	48.92	49.90	50.89
19	48.92	49.90	50.89	51.91
20	49.90	50.89	51.91	52.95
21	50.89	51.91	52.95	54.01
22	51.91	52.95	54.01	55.09
23	52.95	54.01	55.09	56.19
24	54.01	55.09	56.19	57.31
25	55.09	56.19	57.31	58.46
26	56.19	57.31	58.46	59.63
27	57.31	58.46	59.63	60.82
28	58.46	59.63	60.82	62.04
29	59.63	60.82	62.04	63.28
30	60.82	62.04	63.28	64.55
31	62.04	63.28	64.55	65.84
32	63.28	64.55	65.84	67.15

Appendix B

SAMPLE

Payroll Dues Deduction Form
CESP/IEA

Name: _____

Home Address: _____

Building Assignment: _____

Social Security Number: _____

I hereby authorize the Unit No. 4 Board to deduct from my pay dues to CESP/IEA annually. This authorization shall continue in effect from year to year unless, in accordance with the contract provisions relative to dues deduction, I request in writing that this authorization be withdrawn. The CESP shall specify the amount to be deducted in writing by August 15 of each year.

Signature: _____

Date: _____

Appendix C

Employee Due Process / Progressive Discipline Champaign Unit #4 Schools Practice

INTRODUCTION

Below are items and informational steps that may be used in the process and practice of employee discipline. Employees have the right to union representation at any interview with a supervisor which the employee reasonably believes may lead to disciplinary action. Generally, it is the District's practice to permit representation whenever an employee requests it whether or not it is legally required.

Administrators/supervisors are reminded that most Unit #4 employees are covered by a collective bargaining agreement. Central Office administrator(s) should be contacted or consulted when discipline for an employee(s) is contemplated to ensure that the action(s) taken is in accordance with the agreement and District policies and practices, and that standards for discipline are consistent District-wide.

Early involvement from the Central Office administration (and with the leadership of the unions) helps in early intervention and can result in more effective problem-solving. No one expects the building administrators/supervisors to handle employee problems on their own and, in fact, the District, the unions and the employee are better served when a team approach is used and consultation takes place. Central Office administrators are there as a resource which should be used more rather than less in these situations.

1. Building Employee File

This file may be maintained by an administrator/supervisor on all employees under their supervision and can contain notes, memos, or letters related to contacts, conferences or anecdotes which apply to employees in the building.

2. District Personnel File

This file is maintained as required by law and negotiated agreements at the District Office on all employees and is the official personnel file for them. This file is confidential and may be seen by the employee at their request.

3. Verbal Warning / Reprimand (Disciplinary Action)

It is an oral warning to an employee about work performance or behavior. The employee has a right to representation (union or otherwise). The supervisor should document the meeting and warning with a note (anecdotal or otherwise) and place it in the Building Employee File. This is not an inflexible rule; for example, no one expects the principal to document every time they tell the custodian to do a better job of mopping the entrance hallway. Documentation must be made for serious concerns and/or repetitive problems. Moreover, most documentation should be shared with the employee so that they can't claim later that they were never told about a problem.

4. Written Warning / Reprimand (Disciplinary Action)

It is a written memo or letter of warning or reprimand to an employee about poor work performance or behavior. The employee has a right to representation (union or otherwise). The written warning or reprimand follows a formal meeting to provide the employee with information related to the concern or problem, and it may be placed in the Building Employee File or the District Personnel File (with the knowledge of the employee). A CESP employee (as provided by contract) may have 60 days to remedy or change the behavior. Recurring problems or concerns within the 60-day period may lead to further disciplinary action.

Specifics of Written Warning / Reprimand:

- a. Be specific—who, what, when, where, why or how
- b. Be complete— explain information or incident(s) thoroughly
- c. Include statements of witnesses or evidence
- d. Indicate remedy—who, what, when, where, why and how
- e. Offer assistance and set goals for success
- f. Indicate what will/may happen if problems or concerns continue
- g. Include copies (cc:) to appropriate administrators or union representatives at bottom of page.

5. Temporary Removal (With Pay)

It is a temporary removal of an employee from their work assignment (with pay) pending an investigation of an incident which may lead to discipline of the employee or a determination of the employee's ability to continue work. In addition to a meeting, a certified letter will be sent to the employee which documents the suspension and the reasons for it. An employee is entitled to union or other representation.

6. Suspension Without Pay (Disciplinary Action)

It is a temporary removal of an employee from their work assignment (without pay) pending an investigation or determination of their status or ability to continue work. Suspension without pay may only be approved by the Board of Education following a hearing. An employee has the right to union or other representation during the process.

7. Notice To Remedy (Disciplinary Action)

It is an action which can only be approved by the Board of Education following a hearing. The action places an employee (usually a certified staff member) on notice that any similar or future action will lead to termination. Employees are expected to remedy the problems or concerns and have no future recurrence of the same.

8. Termination (Disciplinary Action)

It is an action approved by the Board of Education following a hearing which terminates or ends the employee's relationship and contract with Champaign Schools.

Notes:

- A. Disciplinary action that would involve a Board of Education hearing will need a letter/memo from the Building Administrator to the Superintendent recommending the action.
- B. A certified letter will be sent to the employee from the Superintendent indicating the time, date and location of the hearing; the purpose of the hearing; and the employee's right to union or legal representation.
- C. All administrators, supervisors and others representing the school district who may be called upon to testify will be involved in a meeting with the Assistant Superintendent of Human Resources and possibly legal counsel prior to the hearing to prepare for the hearing and review the investigation and testimony.
- D. Administrators/supervisors are expected to maintain files (Building Employee Files) which contain documentation related to employee accomplishments, commendations, incidents, situations or problems.

Appendix D

REGISTERED NURSE (RN) DELEGATION OF DUTIES

The following documents are provided for the convenience of Nurses, CNAs, Administrators, and others only and shall not be subject to grievance or arbitration procedures.

Licensed Practical Nurses (LPNs) and their Role in the Schools

The District has determined to hire Licensed Practical Nurses (LPNs) to work in the schools to provide personal care to students, assist with the activities of daily living (feeding, toileting, dressing and ambulation throughout the building) and carry out nursing interventions as delegated by the District's Registered Professional Nurses.

LPNs are required to be licensed by the State of Illinois. All LPNs hired by the District will present proof of licensure upon hire; such proof will be maintained in each LPN's personnel file.

Under the Nurse Practice Act (225 ILCS 650 and the Illinois Administrative Rules on delegation of Nursing Duties (68 Ill. Adm. Code 1300.20), LPNs may perform nursing interventions, including the administration of medication (limited to oral or subcutaneous dosage, and topical/transdermal application) when delegated such duties by a Registered Nurse. Under the Nurse Practice Act, Registered Nurses may exercise judgement to delegate tasks by considering:

1. The stability and condition of the patient;
2. The potential for harm;
3. The complexity of the nursing intervention to be delegated;
4. The predictability of outcomes; and
5. The competency of the individual to whom the nursing intervention is delegated. 225 ILCS 65/50-75(b).

Public schools are considered community-based settings. 65 Ill. Adm. Code 1300.20(a). In a community-based setting, delegation of nursing interventions may occur in-person, via telephone, or through electronic communication. 65 Ill. Adm. Code 1300.20(c)(2). In accordance with these provisions, LPNs may work independently in the schools and assist Registered Nurses with the nursing interventions required by students in the school setting.

Given these provisions, there are certain duties that a District LPN will perform as part of their independent job responsibilities, and others that will be performed pursuant to delegation by a Registered Nurse. An LPN's independent job duties include assisting students with feeding, toileting, and the activities of daily living. LPN delegated nursing interventions include tasks such as implementing a plan of care for a student, conducting focused nursing assessments, administering medications, recording of vital signs, and carrying out health plans pursuant to an IEP, 504 Plan, or diabetes care plan.

Line of sight supervision by a Registered Nurse is not necessary for the LPN to work in a community-based setting, regardless of whether the LPN is performing a delegated nursing intervention or assisting with an activity of daily living. Thus, LPNs may perform both delegated nursing interventions and their independent duties without line-of-sight supervision from a Registered Nurse, as long as they maintain their state licensure.

Under the Nurse Practice Act, Registered Nurses retain the sole discretion in determining whether a nursing intervention may be delegated to another nurse or non-medical staff. Determinations regarding delegation will therefore rest with the Registered Nurse supervising the LPN.

Should you have questions regarding the role of the LPN, please contact the Nurse Administrator.

Certified Nurse Assistants (CNAs) and their Role in the Schools

The District has determined to hire Certified Nurse Assistants (CNAs) to work in the schools to provide personal care to students, assist with the activities of daily living (feeding, toileting, dressing and ambulation throughout the building) and carry out nursing interventions as delegated by the District's Registered Professional Nurses.

CNAs are required to complete training and pass a competency examination. Illinois maintains a list of certified CNAs on the Illinois Department of Public Health's Health Care Worker Registry (HCWR). All CNAs hired by the District will be listed on the HCWR.

Under the Nurse Practice Act (225 ILCS 650 and the Illinois Administrative Rules on delegation of Nursing Duties (68 Ill. Adm. Code 1300.20), CNAs may perform nursing interventions, including the administration of medication (limited to oral or subcutaneous dosage, and topical/transdermal application) when delegated such duties by a Registered Nurse. Under the Nurse Practice Act, Registered Nurses may exercise judgement to delegate tasks by considering:

1. The stability and condition of the patient;
2. The potential for harm;
3. The complexity of the nursing intervention to be delegated;
4. The predictability of outcomes; and
5. The competency of the individual to whom the nursing intervention is delegated. 225 ILCS 65/50-75(b).

Public schools are considered community-based settings. 65 Ill. Adm. Code 1300.20(a). In a community-based setting, delegation of nursing interventions may occur in-person, via telephone, or through electronic communication. 65 Ill. Adm. Code 1300.20(c)(2). In accordance with these provisions, CNAs may work independently in the schools and assist Registered Nurses with the nursing interventions required by students in the school setting.

Given these provisions, there are certain duties that a District CNA will perform as part of their independent job responsibilities, and others that will be performed pursuant to delegation by a Registered Nurse. The CNA's independent job duties include assisting students with feeding, toileting, and the activities of daily living. Delegated nursing interventions include tasks such as medication administration, recording of vital signs, and carrying out health plans pursuant to an IEP, 504 Plan, or diabetes care plan.

Line of sight supervision by a Registered Nurse is not necessary for a CNA to work in a community-based setting, regardless of whether the CNA is performing a delegated nursing intervention or assisting with an activity of daily living. Thus, CNAs may perform both delegated nursing interventions and their independent duties without line-of-sight supervision from a Registered Nurse. In order to maintain their positions on the HCWR, however, CNAs must work under the supervision of a Registered Nurse for at least eight hours during a 24-month period. "Supervise" in this context also does not require line-of-sight, rather, it refers to general oversight of the CNA's duties by a Registered Nurse.

Under the Nurse Practice Act, Registered Nurses retain the sole discretion in determining whether a nursing intervention may be delegated to another nurse or non-medical staff. Determinations regarding delegation will therefore rest with the Registered Nurse supervising the CNA.

Should you have questions regarding the role of the CNA, please contact either the Nurse Administrator or the Director of Special Education.

INDEX

30 Calendar Day Hiring Practice	18
403(b) and 403(b)(7) Plans	42
Absences - Excessive	31
Absences – Pattern of Leave Abuse	32
Accumulation of Sick Leave	31
ADA or Temporary Disability	40
Administrator Supervisor Assessment	30
Advancement Dates – Movement on the Wage Schedule	40
Application Procedure	18
Arbitration	10
Arbitration Costs	11
Assignment Notice, Tentative	27
Association Leave	13
Association Rights	11
Bargaining Agent	8
Bereavement Leave	33
Board Meetings	12
Bomb Threat	20
Breaks and Meals	23
Building Councils	27
Building Use	12
Bus Driver Conditions of Work	23
Minimum Guaranteed Hours	23
Additional Time	24
Driver Attendance Incentive Program	25
Posting of Pertinent Information	26
School Bus Permit Reimbursement	26
Safety Regulations	26
Bus Driver/Monitor Training	26
8.0 Lead Driver Positions	26
Bus Monitor	26
Bus Monitors Serving as Substitute Safety Aides	27
Emergency Bus Driver Program	19
Student Behavior - Buses	27
Bus Driver Expenses	21
Bus Driver Posting of Work Rules	23
Call Back/Overtime Rates	41
CESP Business on Business Time	12
CESP President Leave	13
Clerical Testing	29
Clothing Allowance	28
Coaching – CESP Who Coach	39
Compensation for Recruitment	41
Compensation	38
Complaints	15
Computer Technicians – Professional Growth Stipends	42
Contracting Out	30
Correspondence	12

Custodial Checklist and Evaluation	15
Custodian Conditions of Work	29
Dental Insurance	38
Direct Deposit	38
Disciplinary Action & Due Process	16
Discharge of Suspension	16
Explanation for Action	16
Hearing	16
Appeal	16
Board Hearing	16
Request of Binding Arbitration	16
Probationary Employees	16
Right to CESP Representation	16
Employee Due Process – Progressive Discipline	17
Discipline Recommendation Resolution	17
Dispensing Student Medication	23
District Equipment – CESP Use	12
Doctor’s Statement	31
Dues Deduction & Revocation	11
Emergency Bus Driver Program	19
Emergencies	21
Employee Evaluation	15
Employee Orientation	17
Employee Rights and Conditions of Worker	13
Equipment, Use of District Equipment	12
Extra Duty Pay	41
Food Sanitation License	20
Food Service Conditions of Work	27
Fringe Benefits	31
Expulsion Procedures (and Suspension)	14
Extended Contracts	32
Extra Pay	6
Extra (Duty) Professional Services	32
Faculty Meetings	20
Fringe Benefits Provision (Reopening Conditions)	29
Grievance – Defined	9
Grievance – Purpose	9
Grievance and Work Continuation During the Process	9
Grievance General Provisions	10
Right to be Excused with Pay	10
Presentation of Relevant Materials	10
Appropriate Steps for Filing Grievance	10
Right to Appeal	10
Freedom from Reprisals	10
Records of Grievance	10
Grievance Form	11
Conference Times	11
No Outside Discussion of Grievance	11
Arbitration Costs	11
Time Limit Extension	11

Cost of Transcripts	11
Withdrawal of Grievance	11
Grievance Presentation Procedures	9
Preface	9
Formal Procedure: Step 2 – Building Level	9
Formal Procedure: Step 3 – District Level	9
Arbitration	10
Health Insurance	37
Health, Safety, & Licensing	20
Bomb Threat	20
First Aide Courses	20
Reporting Safety Concerns	20
Physical Examinations	20
Tuberculin Tests	20
Food Sanitation License	20
Payment of Bus Driver Expenses	21
Teacher Aide, COTA, PTA, and Nurse Licensure	21
Bargaining Unit Member Who Holds Valid Teaching License	21
Interpreters for the Deaf and Hard of Hearing Licensure Terms of Hire	21
Holidays and Religious Leave	35
Paid Holidays	35
Paid Holiday Work Rules	36
Religious Holiday	36
Implied Consent	17
IMRF Contribution	39
Information Requests – CESP Informational Requests	12
Instructional Supervision	23
Insurance:	
Dental Insurance	38
Health Insurance	37
Term Life Insurance	38
Vision Insurance	38
Interim Assignments	41
Interpreters for DHH Licensure – Terms of Hire	21
Interpreters for DHH Plan Time	23
Interschool Mail, CESP Use Of	12
Involuntary Transfers	19
Job Application Procedures	18
Job Descriptions	17
Job Postings	18
Jury Duty	36
Lay-Off and Recall	14
Lay Off	14
Recall	14
Lead Driver Positions – 8.0 Hours	26
Leave for Pursuit of Teacher Licensure	36
Leave of Absence	36
Licensure – Teacher Aides, COTA, PTA, and Nurses	21
Life Insurance, Term	38
Maintenance Condition of Work	27

Mediation	8
Medication and Procedures	23
Mileage	39
Military Leave	36
Movement on the Wage Schedule	40
Negotiations Process	8
Network Administrators – Professional Growth Stipends	42
New Hires – Movement on the Wage Schedule	40
No Strike Clause	42
Nondiscrimination	14
Organizational Insignia - CESP	12
Orientation Time - CESP	12
Orientation	17
Overtime/Call Back Rates	41
Emergencies, Snow Removal, Other Acts of God	21
Overtime Rates	41
Call Back Rates	41
Bus Driver Rates	41
Custodians, Maintenance, and Storekeepers	41
Parent Teacher Conferences/IEPs/School-Related Functions	29
Parental Leave	36
Pattern of Leave Abuse	32
Pay	38
Pay Days	38
Direct Deposit	38
Mileage	39
CESP Personnel Who Coach	39
Bus Drivers’ Drug Tests	39
Personal Leave	33
Request Form	33
Allotment	33
Personal Leave for Emergencies	33
Personnel File Review	13
Physical Examinations	20
Plan Time for Interpreters for the Deaf and Hard of Hearing	23
Posting of Work Rules for Bus Drivers	23
Preamble	8
President Leave – CESP President	13
Printing Agreement	8
Probationary Employees	13
Progressive Discipline	17
Recall – Lay-Off/Recall	14
Recognition	8
Recruiting Bonus	41
Right to Representation	13
Right to Resource Information	8
Seniority	13
Definition	13
Breaks in Continuous Service	13
Seniority List	14

Sick Leave Bank	32
Eligibility for Use of Sick Leave Bank	32
Contributions to the Sick Leave Bank	32
Limits on Sick Leave Use	33
Sick Leave	31
Days of Sick Leave Entitlement	31
Doctor’s Statement	31
Sick Leave Records	31
Pay Deductions Not Covered by Sick Leave	31
Accumulation of Sick Leave	31
Unused Sick Leave Upon Retirement	31
Excessive Absences	31
Pattern of Leave Abuse	32
Steps for Improving Attendance	32
Step Placement – Employee Hired Into Another Position	40
Strike – No Strike Clause	42
Student Behavior - Buses	27
Substitutes	27
Summer School Work	41
Suspension	16
System Administrators – Professional Growth Stipends	42
Teacher Aide, COTA, PTA, and Nurse Licensure	21
Tentative Assignment Notice	27
Term Life Insurance	38
Training and Staff Development	22
Teacher Aides	22
Secretaries and Campus-Level Office Managers	22
Nurses	23
Travel Time	29
Union Leave	13
Vacancies and Transfers	18
Job Postings	18
30 Calendar Day Hiring Practice	18
Job Application Procedures	18
Order of Consideration of Job Vacancies	19
Involuntary Transfers	19
Resignations	19
Emergency Bus Driver Program	19
Vacation Leave	34
Valid Teaching License, Member Who Holds	21
Validity	43
Vision Insurance	38
Wage Schedule – General Percentage Increases	39

