

Collective Bargaining Agreement

between

**The Board of Education of Mount Prospect
School District 57**

and

**The Mount Prospect Educational Support
Professional Association, IEA-NEA**

2015 – 2016

2016 – 2017

2017 – 2018

2018 – 2019

2019 – 2020

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ARTICLE I - RECOGNITION

The Board of Education of the Mount Prospect School District 57, Cook County, Mount Prospect, Illinois, hereinafter referred to as the "Board," recognizes the Mount Prospect Educational Support Professional Association, IEA-NEA, hereinafter referred to as the "Association," as the exclusive bargaining agent for wages, hours, and other terms and conditions of employment for all non-certificated staff, including Kids' Corner staff, hereinafter referred to as "Employee". Excluded from this unit are all supervisors, managerial, and confidential employees as defined under the Illinois Educational Labor Relations Act (IELRA).

ARTICLE II - ASSOCIATION RIGHTS

2-1 Association Dues Deduction

The Board will deduct the current dues of the Association from the pay of any Employee who has executed an annual authorization for dues deduction. The Association will annually certify the amount of the dues. The Association will furnish the authorization form which will include a hold-harmless clause exempting the Board from liability to the individual or the Association for any omissions of deductions. The Board will notify the Association in writing of the receipt of any revocation. All dues deducted by the Board will be remitted to the Association within twenty-one (21) days of that deduction.

2-2 New Employee Information

Upon request of the Association, names, addresses, positions, job locations, and wage placements of newly hired Employees will be provided to the Association.

2-3 Information Regarding School Board Meetings

The Administration will provide the Association President or designee with written notice of all regular meetings of the School Board, a copy of the agenda and the public information media packet prior to the scheduled time of the meeting.

2-4 Use of School Facilities

- A. The Association may use the District mail service, e-mail and internet service in compliance with the Board's Acceptable Use Policy, mailboxes, and bulletin boards for the following purposes: Notices of Association meetings, minutes of Association meetings, elections, results of elections, appointment of officers and committees, general information letters, and social, educational, and recreational activities of the Association.
- B. The Board will designate a bulletin board at each work site for Association use.
- C. The Board will provide space for an Association supplied secure storage cabinet for Association materials.

- D. Upon request by the Association President, the Board will allocate time for Association business at each regularly scheduled District-wide meeting with Employees. Such time will include at least ten (10) minutes at such meetings.

2-5 Communications Council

The Superintendent and Association President will conduct monthly communication meetings, when possible, for the purpose of maintaining ongoing communications and discussing issues that affect Employees.

2-6 Association Leave

The Association President will be granted an average of one day of Association Leave per month (10 days per school year) for Association business. In the event that the Association desires to send delegates to attend the Representative Assembly, up to four (4) Association leave days may be approved.

The Association will request approval from the Superintendent for any Association leave days. Association members on leave will receive a normal days pay and the Association will reimburse the Board for fifty percent (50%) of the substitute's compensation if a substitute is hired. Application for use of these days must be filed in advance with the Superintendent for approval.

Association leave for the Association President will sunset with the current 2015-2020 Contract. If no agreement is reached during subsequent negotiations, the leave for the Association President will be eliminated.

2-7 Employee Handbook

- A. The Employee Handbook will be given to all new Employees and updates and modifications will be distributed to all Employees.
- B. The Employee Handbook will be posted on-line.
- C. The Employee Handbook will be reviewed yearly with the Board and the Association.
- D. The Board and the Association will review and consult regarding updates to the Employee Handbook no later than May 1st of each year.
- E. Items contained in the Employee Handbook are not subject to the grievance procedure. However, if the Board makes any modification to the Employee Handbook that affects a term or condition of employment within the meaning of the IELRA, the Association will first be notified in writing and will be given the opportunity to bargain.

2-8 Fair Share

- A. Fair Share

It is recognized that the negotiation and administration of this Agreement results in expenses, which are appropriately shared by all Employees. To this end, if an Employee does not join the Association within thirty (30) days of commencement of his/her duties such Employee(s) will:

1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration; or
2. Pay directly to the Association a like sum.

B. Board Collection of Fees

In the event that the Employee does not execute an authorization or does not pay his/her fair share fee directly to the Association by thirty (30) days following the commencement of employment of the Employee or the effective date of this Agreement, whichever is later, the Board shall deduct the fair share fee in equal payments from the regular salary check of the Employee. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

C. Hold Harmless Provision

In the event any legal action against the Board is brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board notifies the Association promptly in writing and permits the Association to intervene as a party if it so desires.
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
3. The Association will indemnify and hold harmless the Association, its members, officers, agents and Employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance of any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

It is expressly understood that this Hold Harmless Provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of willful misconduct by the Board.

ARTICLE III - MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities, subject to the terms of the collective bargaining agreement, conferred upon it and vested in it by the laws and Constitutions of the State of Illinois and the United States of America, including, but without limiting the generality of the foregoing, the right:

1. To the exclusive management, organization, and administrative control of the District and its properties and facilities;
2. To direct the work of its Employees, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into Agreements with private vendors for services;
3. To hire all Employees, and subject to the provisions of law, to determine their qualifications and the condition for continued employment;
4. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns, to determine the number, deployment and kinds of personnel required in order to maintain the efficiency of District operations; and
5. To build, move or modify facilities; establish budget procedures and determine budgetary allocation.

ARTICLE IV – EMPLOYEE RIGHTS

4-1 Probationary Period

The first twelve (12) calendar months of employment for an Employee (regardless of work year, i.e., 12 months, 11 months, or 10 months) will be a probationary period. The twelve (12) month probationary period will begin on the Employee's first day of work. During the probationary period, the Board will have the sole and absolute right to discipline, suspend or dismiss an Employee for any reason, with or without just cause. Re-employment and discipline of a probationary Employee are not subject to the grievance procedure in Article VIII.

4-2 Discipline

A. Discipline and Dismissal

Suspension without pay and dismissal from employment for disciplinary reasons will be for just cause. This provision does not apply to dismissal or changes in employment status which occur for non-disciplinary reasons, such as a reduction in force.

Employee discipline will, in the usual case, follow progressive discipline concepts, with the disciplinary steps being:

1. Verbal warning and/or written reprimand, depending on the severity of the incident as determined by the administration
2. Suspension without pay
3. Discharge

The disciplinary steps may be used and initiated at the appropriate level within the context of any initiating incident or set of behaviors deemed inappropriate. All disciplinary action will remain in the Employee's personnel file and be considered, as appropriate, if and when future incidents occur. Where, in the Superintendent's or designee's judgment, the circumstances of a particular case and/or the seriousness of a particular offense make the application of progressive discipline inappropriate, the appropriate disciplinary step to be used will be determined by the Superintendent or designee. As related to Employee discipline, only suspension without pay and discharge are subject to the Grievance Procedure in Article VIII.

B. Right of Representation

Employees will have the right to be accompanied by an Association representative at any investigatory interview. An investigatory interview is a meeting called by the Administration or the Board for the purpose of questioning an Employee to obtain information and the Employee reasonably believes that discipline may result. It will be the responsibility of the Employee to request a representative, and to ensure the representative's attendance. Evaluation meetings and/or conferences are not considered disciplinary in nature and Employees are not entitled to an Association representative at these meetings.

Any Employee required to attend a conference called for the purpose of written reprimand, suspension or dismissal is entitled to be accompanied by an Association representative.

4-3 Seniority

The Board will maintain and furnish to the Association a seniority roster by February 1 annually. As used in this Agreement "seniority" means continuous employment by the Board. As long as Employees are employed in their position for the full work year, they will earn one (1) year of seniority regardless of full-time or part-time status. (Seniority for an Employee working less than the full work year for his/her position will be computed on a pro-rata basis.) Seniority will not accrue during any leave-of-absence without pay. Seniority will not be interrupted due to excused absence.

Seniority will be position-specific within the following Job Positions:

1. Administrative Assistant (includes Building Secretary and Human Resources Assistant)
2. Payroll Specialist
3. Purchasing Agent
4. Building Technology Assistant
5. Facility Supervisor
6. Custodian (includes Maintenance Courier)

7. Building Nurse and District Nurse (if applicable)
8. Instructional Assistant
9. Clerical Assistant (includes Curriculum Assistant and Clerical/Transportation Assistant)
10. Kids' Corner Supervisor
11. Kids' Corner Assistant
12. Occupational Therapist
13. Physical Therapist

Ties in seniority will be broken by the date the Board took action to hire the Employees. If the Employees have the same Board action date, the tie will be broken by the first day on the job. In the event there is still a tie, seniority will be broken by lottery.

ARTICLE V – EVALUATIONS & FILES

5-1 Evaluations

Every employee will be evaluated at least once every two (2) years. Such evaluation will be completed by May 15. If the Board evaluates an Employee more than once every two (2) years, the Board will notify the affected Employee. Evaluation is based on the premise that feedback is essential for improvement in job performance. Evaluation is a continuing process of identifying and monitoring behaviors which are related to successful performance. Throughout the evaluation process, the administrator, immediate supervisor and Employee will work together in a cooperative relationship and will focus on opportunities for improvement. Hearsay, unsubstantiated claims, or anonymous communications shall not be part of the evaluation process. Employee evaluations are not subject to the Grievance Procedure in Article VIII.

5-2 Personnel Files

- A. Only one official file will be kept for each Employee in the District, and such file will be maintained by the Office of the Superintendent. References to the official file will include both hard copies and computer records.
- B. Each Employee will have the right, upon request, to review the contents of his/her official personnel file and to place in the file written reactions to any of its contents. Such review will be conducted in the presence of the Superintendent's designee.
- C. All documents that are placed in the official personnel file will be given to the Employee. The Employee will have the right to attach dissenting material to any item in the file.

ARTICLE VI - WORKING CONDITIONS

6-1 Employee Workday and Work Year

See Appendix A.

- A. Variations in the annually approved School Calendar (e.g., staff institute days and half days) may create fluctuation in hours worked per week, which will be reflected in pay for Employees compensated on an hourly basis. The supervising administrator may modify an Employee's work schedule within the parameters of the "Paid Hours Per Week" column in Appendix A (e.g., scheduling a custodian four 10-hour days per week instead of five 8-hour days). If the duration of the schedule modification will exceed one (1) workweek, the supervising administrator will provide Employees with notice of the modification thirty (30) days in advance. The supervising administrator may require Employees to work additional hours when necessary.
- B. Employees in the positions of Occupational Therapist, Physical Therapist, and District Nurse (if applicable) are paid on a salary basis. Employees in all other positions are paid on an hourly basis.
- C. With notice to the Association by May 1 prior to the winter break closure, the Superintendent may close buildings during the week between Christmas and New Year's Day for a maximum of three (3) workdays. Employees must declare by June 30 (via email to Human Resources Coordinator) use of personal and/or vacation days during this closure or the days will be designated as unpaid.

6-2 Duty-Free Meal Break

See Appendix A.

6-3 Paid Breaks

All central office and custodial Employees who work more than four (4) paid hours per workday will receive one (1) fifteen (15) minute paid break per workday. Central office and custodial Employees who work at least eight (8) paid hours per workday will receive an additional fifteen (15) minute paid break per workday. Paid breaks may not be used to delay the start or accelerate the end of the workday. Paid breaks are optional, but break time is lost if not utilized. Employees may not combine paid breaks.

6-4 Emergency School Closings

If the Superintendent or designee closes the school due to an emergency, the Superintendent or designee will determine which Employees are required to report to work. Twelve (12) month Employees who are not required to report to work will be paid for a normal days work. In the event a 12-month Employee is unable to report to work, the Employee may use personal days or

vacation leave to avoid being “docked” pay for the day. For all other Employees, a make-up day will be scheduled by the Superintendent or designee as the fiscal year allows.

6-5 Paid Non-Work Days

See Appendix A.

For part-time Employees who qualify for paid non-work days, pay will be based on the Employee’s normal workday. For example, if the Employee normally works four (4) hours on Mondays and a paid non-work day occurs on a Monday, the Employee will receive four (4) hours of paid non-work day pay.

To qualify for paid non-work day pay, an Employee must work on the last workday before the paid non-work day and the first workday after the paid non-work day, unless otherwise approved by the Superintendent.

6-6 Overtime

Overtime work is all work performed in excess of forty (40) hours per week. The “week” begins on Sunday and ends on Saturday. Hours actually worked count toward the forty (40) hours. Leave time (e.g., vacation, sick leave, personal leave, jury duty, etc.) and holidays do not count toward the forty (40) hours.

No overtime will be performed by an Employee without prior, specific written authorization by the supervising administrator or designee. Overtime may be assigned at the discretion of the supervising administrator.

Overtime is paid at “time and one-half” of an Employee’s hourly rate.

6-7 Vacancies, Transfers & New Positions

The Board has the right to determine whether to fill Employee vacancies as they occur. A vacancy is defined as a position within the bargaining unit that is unfilled, including newly created positions, after all Employees have been assigned. If the Board chooses to fill a vacancy, a vacancy notice will be posted by email to all Employees. Any Employee interested in transferring to the open position must apply for the position as described in the posting. All postings will be held open internally for five (5) business days, except in emergency situations. Current Employees who apply for a vacancy will receive an interview, except in emergency situations. The Board will consider performance, ability, and the best interest of the District when filling a vacancy.

Voluntary transfers are those transfers that are requested during the posting period by the Employee.

It will be within the District’s inherent managerial authority to involuntarily transfer Employees within the bargaining unit.

An involuntary transfer pursuant to this Section is defined as the reassignment of an Employee member from one job to another anywhere in the District. Should it become necessary to transfer Employees the following procedure will be followed:

1. Volunteers will first be requested. If more volunteers apply than are necessary for a transfer, the District will select the applicant based on the most qualified Employee.
2. Involuntary transfers will be decided based on the Superintendent's determination of the most qualified Employee to fill the position.

6-8 Summer Work

A. Summer Work Opportunities

Summer work opportunities will be offered to Employees currently working in the same Job Position as the summer work opportunity. If there are not enough positions to accommodate interested Employees working in the same Job Position, staffing decisions for the summer work will be based on performance and any ties will be broken by seniority. If an insufficient number of Employees currently working in the same Job Position volunteer for the available summer work, the Board will post the vacancies to all other Employees and external applicants.

Summer custodial work is excluded from this Agreement.

B. Wages

Employees who perform summer work will be paid at their regular rate of pay.

6-9 Extra Duty Stipend Assignments

Once certified staff have been given right of first refusal for extra duty stipend assignments (consistent with the Mount Prospect Education Association (MPEA) Agreement), the Board will post open extra duty stipend assignments internally for five (5) working days. The Board reserves the right to assign any and all extra duty stipend assignments.

Any Employee who performs extra duty stipend work outside of his/her normal workday will be paid in accordance with the MPEA Agreement if the work is ongoing. If the work is occasional and temporary, an Employee will be paid at his/her regular rate of pay.

In the event an Employee is absent from a duty for which the Employee receives a stipend (including an extra duty stipend) for any reason, other than a school-related activity which has been pre-approved by the Superintendent, a per diem amount for the absence may be deducted from the stipend.

ARTICLE VII – LEAVES

7-1 Leave – Sick/Personal Leave

A. Definition of Sick/Personal Leave

1. Sick leave may be used for personal illness, quarantine at home, serious illness or death in the immediate family or household, for birth, adoption or placement for adoption, or as otherwise defined by the *Illinois School Code*. The definition of “immediate family” includes parents, spouses and partners in a legally recognized civil union, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Sick leave for birth is limited to thirty (30) workdays, unless otherwise certified by a physician. Sick leave for adoption or placement for adoption is limited to thirty (30) workdays.

2. Personal leave may be used for any purpose including sick leave. Sick leave may only be used as set forth in number 1 above.
3. Sick/Personal leave days must be taken in one-half (1/2) day or full day increments.

B. Annual Allocation of Sick/Personal Leave

1. The following schedule applies to sick leave and personal leave allocation for all twelve (12) month and eleven (11) month Employees who qualify for IMRF:

Years of Service	Days Per Year		
	Sick Leave	Personal Leave	Total
1	10	3	13
2	11	3	14
3	12	3	15
4	13	3	16
5	14	4	18
6+	15	4	19

2. Once a twelve (12) month or eleven (11) month Employee has accumulated 180 days, only ten (10) unused days will be accumulated per year.
3. All other Employees who qualify for IMRF will receive twelve (12) sick days per year and two (2) days of personal leave per year.

C. Notification of Use of Sick/Personal Leave

Advance notice for the use of sick/personal leave will be given to the Employee’s immediate supervisor as early as possible.

D. Documentation of Sick Leave

The District may require documentation from a physician licensed to practice medicine, or a properly authorized physician assistant, as a basis for pay during sick leave after an absence of three (3) consecutive days for personal illness or injury, or as it may deem necessary in other cases.

E. Unused Sick/Personal Leave

Unused sick/personal leave days may be accumulated to a maximum carryover of two-hundred and forty (240) sick leave days.

F. Proration of Sick/Personal Leave

1. A full-time Employee who is hired after the start of the work year for his/her position will receive a prorated amount of sick/personal leave days equal to the percentage of workdays remaining in the Employee's work year.
2. Sick/personal leave days will be prorated for Employees who do not work full time.

G. Sick/Personal Leave During a Leave of Absence

Employees will not accrue sick/personal leave while on a leave of absence.

7-2 Leave – Vacation

Each twelve (12) month Employee will receive vacation days based on years of service in accordance with the following:

Years of Service	Vacation Days per Year
1-5	10
6-10	15
11+	20

Vacation days must be taken in one-half ($\frac{1}{2}$) day or full day increments. Vacation leave must be approved by the Employee's immediate supervisor at least ten (10) days in advance of the proposed vacation.

During the first year of employment in a twelve (12) month position and until an Employee has worked a full fiscal year (July 1st through June 30), each twelve (12) month Employee will accrue two and one-half ($2 \frac{1}{2}$) days of vacation every three (3) months. For example, an Employee who begins employment on March 1, 2016, will accrue vacation days at a rate of two and one-half ($2 \frac{1}{2}$) days every three (3) months until July 1, 2020.

Vacation days may not be carried forward to the following year.

7-3 Leave – Military Obligation

Absence for involuntary military service will be granted. The Employee's seniority in position and other benefits in the school system will continue during military service. Upon release from military service, the Employee will be returned to his or her original position or an equivalent position, and receive compensation of equal remuneration, provided such application is made within the time limits then in effect under federal law.

Pursuant to Section 8-2, this Section of the Agreement is not subject to the grievance procedure.

7-4 Leave - Jury Duty

In the event an Employee is selected to serve on a jury during the school year, the Board will continue to pay the Employee's regular rate of pay for the period the Employee is on jury duty.

7-5 Leave for Part-Time Employees

Part-time Employees qualifying for benefit leave must take such leave in accordance with their regularly scheduled workday. Scheduled workdays will not be altered in lieu of leave time.

7-6 Leave – Catastrophic

In the event of a catastrophic illness, (defined as a prolonged, serious, personal illness requiring verification via medical documentation) and upon written application to the Superintendent for use of catastrophic leave, Employees may use additional sick days after the depletion of their own personal/sick and vacation days which are granted by the Board of Education. The Superintendent and the Association President will jointly recommend approval or denial of each request. In the event the Superintendent and Association President cannot come to consensus, the request will be heard by the Board of Education for final determination.

7-7 Leave – Bereavement

In addition to sick leave, an Employee shall be allowed, at his/her option, up to two (2) bereavement days per occurrence without loss of pay for an absence due to death in the immediate family or an individual sharing the Employee's residence on a permanent basis.

For purposes of this Section, immediate family is defined as parents, spouse, brothers, sisters, children, aunts/uncles, nieces/nephews, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, party to a civil union as defined by Illinois law and legal guardians (of and for).

An Employee shall be permitted to use sick leave days for the purpose of essential traveling obligations directly related to the death causing the use of such sick leave for bereavement.

ARTICLE VIII - GRIEVANCE PROCEDURE

8-1 General Definition of Grievance

A grievance is defined as a complaint by any Employee in the bargaining unit based on an event or condition that is claimed to be or considered a violation, misinterpretation, or misapplication of this Agreement.

8-2 Additional Definitions and Understandings About the Grievance Process

- A. It is agreed that no grievance will be presented hereunder which occurred prior to the effective date of this Agreement.
- B. A grievance may be withdrawn at any level without establishing precedent.
- C. The failure of the aggrieved to act within the time limits set forth will preclude further appeal of the grievance.
- D. Time limits set forth in this procedure may be extended by mutual agreement.
- E. Days are defined as days the District Office is open.
- F. Re-employment or discharge of probationary Employees is not a proper subject for grievances under the Grievance Procedure (non-retention).
- G. Matters covered by statute and governmental agencies are not subject to the Grievance Procedure.

8-3 Procedural Requirements for Filing a Grievance

The parties acknowledge that it is most advantageous that an Employee and his or her immediate supervisor resolve problems through free and informal communication. If, however, this process does not resolve the issue(s) to the satisfaction of both parties, a grievance may be processed as follows:

Step 1

The grievant or the grievant and the Association will present a written statement of the alleged violation and remedy requested to the appropriate supervising administrator within fifteen (15) days of the alleged violation. The administrator will, within ten (10) days of the receipt of the grievance, confer with the grievant and/or his/her representative to try to resolve the grievance. Within ten (10) days after the completion of the conference, the administrator will give his/her written decision. A copy of this decision will be given to the grievant and to the Association.

Step 2

In the event the grievance has not been resolved at Step 1, the Association may appeal to the Superintendent or designee. The appeal will be made within ten (10) days after the receipt of the administrator's Step 1 decision. Within ten (10) days of the receipt of the appeal, the Superintendent or designee will confer with the grievant or the grievant and the Association in an effort to resolve the grievance. The Superintendent or designee, within ten (10) days following the conference, will file his/her written decision with the grievant and the Association.

Step 3

If the grievance is not resolved satisfactorily at Step 2, the Association may advance the grievance to binding arbitration. The Federal Mediation and Conciliation Service ("FMCS") will act as the administrator of the proceedings. In the event FMCS is, in the opinion of the parties to this agreement, unable to administer the proceedings, the parties agree to utilize the services of the American Arbitration Association (AAA) and proceed under the rules of the AAA. The demand for arbitration must be submitted in writing to the Superintendent within thirty (30) days from the receipt of the Step 2 decision. The parties may agree on a mutually selected arbitrator within seven (7) days of receipt of the demand. If the parties fail to reach agreement on an arbitrator within seven (7) days, the grievance will be submitted to FMCS and the parties will select an arbitrator using the striking method. The Association will be responsible for the initial FMCS fee. Each party may request one (1) new panel during the arbitrator selection process and the other party will agree. The party requesting the new panel will be responsible for the fee associated with a new panel. Each party will bear the cost of its representation in the arbitration. Both parties will share the cost of the arbitrator.

The arbitrator's decision will not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority will be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and Association. The decision must be based solely upon the arbitrator's interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE IX – COMPENSATION

9-1 Wages

For fiscal year 2015-16, Employees will receive an hourly or salaried increase of six percent (6%) over their rate of pay for fiscal year 2014-15.

For fiscal year 2016-17, Employees will receive an hourly or salaried increase of five percent (5%) over their rate of pay for fiscal year 2015-16.

For fiscal year 2017-18, Employees will receive an hourly or salaried increase of four percent (4%) over their rate of pay for fiscal year 2016-17.

For fiscal year 2018-19, Employees will receive an hourly or salaried increase of two point five percent (2.5%) over their rate of pay for fiscal year 2017-18.

For fiscal year 2019-20, Employees will receive an hourly or salaried increase in the amount based on the Consumer Price Index (CPI) as indicated below:

If CPI is 1% or lower	2.5%
If CPI is greater than 1% and equal to or less than 2.5%	3.0%
If CPI is greater than 2.5%	3.5%

Employees starting work after February 1 of any fiscal year will not receive any increase in their rate of pay for the following fiscal year.

9-2 Stipends

A. Translation Service Stipend

If a Building Administrator requests that an Employee provide language translation services during his/her regular workday, the Employee will be paid an additional fifty cents (\$.50) per minute for language translation services.

If a Building Administrator requests that an Employee provide language translation services outside of his/her regular workday, the Employee will be paid at his/her normal rate of pay or thirty dollars (\$30.00) per hour, whichever is higher.

B. Custodian Stipend

A stipend of \$1,040 will be paid annually to the Custodian designated to be a middle school Lead Night Custodian. The assignment of Lead Night Custodian will be assigned at the discretion of the Superintendent and is not subject to the grievance procedure. For an Employee in the position for less than the full fiscal year, the stipend will be prorated accordingly.

9-3 Special Increments

The Board may award special increments to Employees for special duties, services, or competencies pre-approved by the Superintendent.

9-4 Payroll

Pay will be on the 15th and final day of the month. In the event the payday falls on a Saturday, Sunday, or a day when the District's Business Office is not open, the pay will be issued on the business day prior thereto.

Employee pay and standard payroll deductions (e.g., income taxes, health insurance premiums and IMRF contributions) will be equalized over the Employee's work year, as follows:

1. Twelve (12) month Employees will be paid over 24 pays with the first payment on July 15 and the last payment on June 30.
2. Eleven (11) month Employees will be paid over 22 pays with the first payment on August 15 and the last payment on June 30.
3. Ten-month (10) Employees will be paid over 20 pays with the first payment on September 15 and the last payment on June 30.

All hourly Employees are required to submit timesheets in accordance with the annual payroll schedule distributed by the Business Office. Employee pay will be adjusted for Employees paid on an hourly basis if there is a deviation from the normal work schedule (e.g., additional/reduced hours or certified substitutions). These adjustments will be processed by the Business Office in accordance with the annual payroll schedule.

Payroll will be directly deposited into the bank account designated by the Employee at no charge to the Employee.

9-5 Insurance Coverage

- A. The District will provide health insurance for Employees who are employed by the District thirty (30) hours or more per week, which will include a medical, dental, and prescription drug plan. The terms and conditions of the plan(s) and the contribution rates shall be equivalent to those set forth in the MPEA CBA. The MPEA health insurance plan(s) and rates will be the basic plan(s) for all Employees in this Agreement and may change from time to time as determined during negotiation of the MPEA CBA.
- B. The District will pay the cost of an individual \$50,000 life insurance policy. This life insurance coverage is subject to the specific requirements of the carrier.
- C. The District will make available a Flexible Benefit Plan (IRS 125) as set forth in the MPEA CBA and may change from time to time as determined during negotiation of the MPEA CBA.
- D. Individuals may not continue insurance coverage with the District after retirement except as required by law.
- E. The District 57 Insurance Committee representing all Employees covered by the District's health insurance, the administration and the Board of Education will confer to develop recommendations for plan design and premium changes. Each representative will have one vote on committee recommendations. Such recommendations will require approval by the MPEA President, the MPESPA President and the Board of Education, and will be communicated to Employees within 30 days of notification by carrier.

ARTICLE X - EFFECT OF AGREEMENT

10-1 Savings Clause

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

10-2 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties. The Association and the Board retain all rights granted to both by the IELRA.

10-3 No Strike Clause

The Association will not strike during the life of this Agreement.

10-4 Negotiations

In the year in which the Agreement is due to expire, negotiations for a successor agreement will begin within sixty (60) days from the receipt of a request by either the Board or the Association to commence negotiations.

10-5 Term of Agreement

This Agreement will be effective July 1, 2015 and will continue in effect through June 30, 2020.

This Agreement is signed the 19th day of March, 2015.

For the Mount Prospect School District 57
Board of Education



President

Mount Prospect Educational Support
Professional Association



President

APPENDIX A – EMPLOYEE POSITION

Employee Position	Months Per Year	Work Year Range**		Maximum Workdays Per Work Year***	Minimum Paid Non-Workdays	Lunch Break	Paid Hours Per Week
		Report Date	End Date				
Payroll Specialist	12	July 1	June 30	246	14	30 minute unpaid	40
Purchasing Agent	12	July 1	June 30	246	14	30 minute unpaid	40
Human Resources Assistant	12	July 1	June 30	246	14	-	15
Administrative Assistant	12	July 1	June 30	246	14	30 minute unpaid	40
Facility Supervisor	12	July 1	June 30	246	14	30 minute unpaid	40
Custodian	12	July 1	June 30	246	14	30 minute unpaid	40
Maintenance Courier	12	July 1	June 30	246	14	-	20
Building Secretary (LN)	12	July 1	June 30	246	14	30 minute unpaid	40
Building Secretary (FV/LP/WB)	11	***approximately 15 Days Prior	***approximately 15 Days After	215	9	60 minute unpaid	35
Building Technology Assistant (LN)	12	July 1	June 30	246	14	30 minute unpaid	40
Building Technology Assistant (FV/LP/WB)	11	***approximately 15 Days Prior	***approximately 15 Days After	215	9	60 minute unpaid	37.5
Clerical Assistant (LN)	10	7 Days Prior	5 Days After	192	-	30 minute unpaid	40
Clerical Assistant (FV/LP/WB)	10	7 Days Prior	5 Days After	192	-	60 minute unpaid	35
Clerical/Transportation Assistant (WB)	10	7 Days Prior	5 Days After	192	-	60 minute unpaid	37.5
District Nurse	10	7 Days Prior	5 Days After	190	-	30 minute unpaid	*
Building Nurse (LN)	10	7 Days Prior	5 Days After	190	-	30 minute unpaid	37.5
Building Nurse (FV/LP/WB)	10	7 Days Prior	5 Days After	190	-	30 minute unpaid	35
Instructional Assistant (LN)	10	2 Days Prior	1 Day After	181	-	30 minute unpaid	35
Instructional Assistant (FV/LP)	10	2 Days Prior	1 Day After	181	-	30 minute unpaid	31.25
Instructional Assistant (WB)	10	2 Days Prior	1 Day After	181	-	30 minute unpaid	33.75
Curriculum Assistant	10	1 Day Prior	1 Day After	180	-	30 minute unpaid	32.5
Kids' Corner Supervisor	10	2 Days Prior	1 Day After	179	-	-	35
Kids' Corner Assistant	10	1 Day Prior	1 Day After	178	-	-	22.5
Occupational Therapist*	10	2 Days Prior	1 Day After	183	-	30 minute unpaid	*
Physical Therapists*	10	2 Days Prior	1 Day After	183	-	30 minute unpaid	*

*Employees paid on a salary basis **Variances may occur due to calendar

***For the 2017-18 School Year, the calendar will be from 7/31/17 through 6/22/18

APPENDIX B – RATE OF PAY

1. The starting rates of pay for the educational support personnel positions are as follows:

Positions	Starting Rate of Pay
Building Secretary Administrative Assistant: Curriculum and Instruction Administrative Assistant: Student Services	\$17.00
Kids' Corner Supervisor	\$14.50
Purchasing Agent	\$14.50
Human Resources Assistant	\$12.50
Instructional Assistant SOAR Assistants in the elementary buildings will be receive an additional \$1.00 per hour as of 12/1/17	\$13.50
Clerical Assistant (includes Curriculum Assistant and Clerical/Transportation Assistant)	\$12.50
Kids' Corner Assistants	\$11.00
Building Nurse	\$23.00
Middle School 12 Month BTA	\$18.00
Payroll Specialist	\$16.00
Building Technology Assistant	\$18.00
Facility Supervisor	\$14.00
Custodian	\$13.75

2. The starting rates of pay are provided for base reference only.
3. For 2015-2016 only, Employees will receive the six percent increase or the above starting rate of pay whichever is greater.

Memorandum of Agreement
between
The Board of Education of Mount Prospect School District 57
and
The Mount Prospect Educational Support Professional Association, IEA-NEA

The Board of Education and the Mount Prospect Educational Support Professional Association, IEA-NEA, ("MPESPA") have reached the following Agreement to amend Appendix A of the collective bargaining agreement for the years July 1, 2015 through June 30, 2020, regarding the report date and the end date of the Nurses' Work Year:

1. Appendix A is amended to state that the positions of District Nurse, Building Nurse (LN), and Building Nurse (FV/LP/WB) will have the following Work Year Report Date: 7 days prior to the first student attendance day of the school year.
2. Appendix A is further amended to state that the positions of District Nurse, Building Nurse (LN), and Building Nurse (FV/LP/WB) will have the following Work Year End Date: 1 day after the last student attendance day of the school year.
3. All other provisions as set forth in Appendix A to the collective bargaining agreement will remain in effect.

THE BOARD OF EDUCATION OF
MOUNT PROSPECT SCHOOL DISTRICT 57



Superintendent

THE MOUNT PROSPECT
EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION, IEA-
NEA



President

Date: 5-7-15

Date: 5/7/15



OFFICE OF THE SUPERINTENDENT

701 West Gregory Street - Mount Prospect, Illinois 60056
P (847) 394-7300 | F (847) 394-7311 | www.d57.org

**Memorandum of Understanding
between
The Board of Education of Mount Prospect School District 57
and
The Mount Prospect Educational Support Professional Association, IEA-NEA**

The Board of Education and the Mount Prospect Educational Support Professional Association, IEA-NEA, have reached the following understandings:

1. Years of Service

For the purpose of determining years of service for benefits which are not otherwise provided for within the contract, a year of service credit will be granted on July 1 after the initial year of work (provided no circumstances involving prolonged unpaid break in service.)

If an Employee starts work on or after July 1 and on or before December 1, the Employee will receive a first year of service credit for benefits on the following July 1.

If an Employee starts work on or after December 2 and on or before June 30, the Employee will not receive a first year of service credit for benefits until after completing the following work year.

For example:

1. If an Employee starts work on October 30, 2015, the Employee would receive the first year of service credit on July 1, 2016.
2. If an Employee starts work on February 1, 2016, the Employee would receive the first year of service credit on July 1, 2017.

For the purpose of determining service credit, an Employee's start date is synonymous with hire date.

2. Seniority

For the purpose of determining seniority, an Employee's start date is synonymous with hire date.

THE BOARD OF EDUCATION OF
MOUNT PROSPECT SCHOOL DISTRICT 57

THE MOUNT PROSPECT
EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION


Superintendent


President

Memorandum of Agreement
between
The Board of Education of Mount Prospect School District 57
and
The Mount Prospect Educational Support Professional Association, IEA-NEA

The Board of Education and the Mount Prospect Educational Support Professional Association, IEA-NEA, ("MPESPA") have reached the following Agreement to amend Section 6-8 (B) of their current collective bargaining agreement by adding the following to its end:

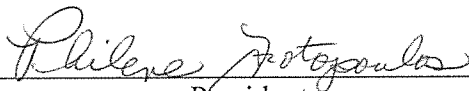
Employees who are exempt from the Fair Labor Standards Act (currently occupational and physical therapists) when performing work directed by the Superintendent or his/her designee on days not on the regular school calendar (weekends, and winter, spring, or summer breaks) will be paid at the teacher curriculum rate (currently in Section 3-17 of the teachers' agreement).

THE BOARD OF EDUCATION OF
MOUNT PROSPECT SCHOOL DISTRICT 57



Superintendent

THE MOUNT PROSPECT
EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION, IEA-
NEA



President

Date: 1-20-16

Date: 1-20-16



OFFICE OF THE SUPERINTENDENT

701 West Gregory Street - Mount Prospect, Illinois 60056
P (847) 394-7300 | F (847) 394-7311 | www.d57.org

**Memorandum of Agreement
between
The Board of Education of Mount Prospect School District 57
and
The Mount Prospect Educational Support Professional Association, IEA-NEA**

The Board of Education and the Mount Prospect Educational Support Professional Association, IEA-NEA, (“Association”) have reached the following Agreement to amend Appendix A of the collective bargaining agreement for the years July 1, 2015 through June 30, 2020.

Calendar for 11-Month Employee

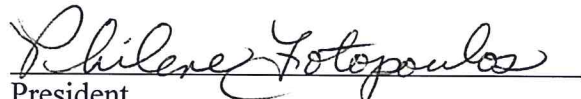
The current contract shows in Appendix A that the 11-month employee (BTA and Elementary School Secretary) work calendar is from August 1 through June 30.

Appendix A will be changed to show the work calendar for the above mentioned employees is approximately fifteen (15) work days before the first day of student attendance and approximately fifteen (15) work days after the last day of student attendance. For the 2017-18 school year, which is the transition year, these employees will start on July 31, 2017, and work through June 22, 2018.

THE BOARD OF EDUCATION OF THE
MOUNT PROSPECT SCHOOL DISTRICT 57

MOUNT PROSPECT EDUCATIONAL
SUPPORT PROFESSIONAL ASSOCIATION


Superintendent


President

Preparing children to learn and succeed in a changing world

BOARD OF EDUCATION

Mr. Joe Sonnefeldt, *President* | Mrs. Jennifer Kobus, *Vice President* | Mr. Dennis Composto
Mrs. Eileen Kowalczyk | Mr. Joseph Leane | Mr. Gerald McCluskey | Mrs. Karen Nejd



**Memorandum of Agreement
between
The Board of Education of Mount Prospect School District 57
and
The Mount Prospect Educational Support Professional Association, IEA-NEA**

The Board of Education and the Mount Prospect Educational Support Professional Association, IEA-NEA, (“Association”) have reached the following Agreement to amend Section 6-3 Paid Breaks and Appendix A of the collective bargaining agreement for the years July 1, 2015 through June 30, 2020.

Section 6-3 Paid Breaks

1. This section currently reads:

“All central office and custodial Employees who work more than four (4) paid hours per workday will receive one (1) fifteen (15) minute paid break per workday. Central office and custodial Employees who work at least eight (8) paid hours per workday will receive an additional fifteen (15) minute paid break per workday. Paid breaks may not be used to delay the start or accelerate the end of the workday. Paid breaks are optional, but break time is lost if not utilized. Employees may not combine paid breaks.

Change the wording to read:


“All ESP Employees who work at least eight (8) paid hours per workday will receive two (2) fifteen (15) minute paid breaks per workday. Central office and custodial Employees who work more than four (4) paid hours but less than eight (8) hours per workday will receive one (1) fifteen (15) minute paid break per workday. Paid breaks may not be used to delay the start or accelerate the end of the workday. Paid breaks are optional, but break time is lost if not utilized. Employees may combine paid breaks to extend their lunch period.

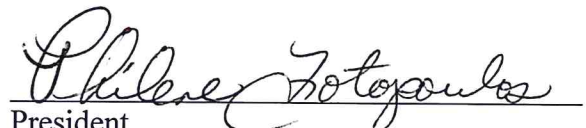
In addition, the following changes should be made to Appendix A:

<u>Employee Position</u>	<u>Lunch Break</u>
Building Secretary (LN)	30 minutes unpaid
Building Technology Assistant (LN)	30 minutes unpaid
Clerical Assistant (LN)	30 minutes unpaid

THE BOARD OF EDUCATION OF THE
MOUNT PROSPECT SCHOOL DISTRICT 57

MOUNT PROSPECT EDUCATIONAL
SUPPORT PROFESSIONAL ASSOCIATION


Superintendent


President

Preparing children to learn and succeed in a changing world


**Memorandum of Agreement
Between
The Board of Education of Mount Prospect School District 57
And**

The Mount Prospect Educational Support Professional Association, IEA-NEA

The Board of Education and the Mount Prospect Educational Support Professional Association, IEA-NEA have reached the following Agreement to amend Appendix B to their current collective bargaining agreement as follows:


1. Appendix B is amended to state that the starting rate of pay for the position of Kids' Corner Assistants is \$11.00 per hour, effective April 19, 2017.
2. All other provisions as set forth in Appendix B to the collective bargaining agreement will remain in effect.

THE BOARD OF EDUCATION OF
MOUNT PROSPECT SCHOOL DISTRICT 57



Superintendent of Schools

THE MOUNT PROSPECT
EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION, IEA-
NEA



President

Date: 4-26-17

Date: 4-26-17


Memorandum of Agreement
Between
The Board of Education of Mount Prospect School District 57
And
The Mount Prospect Educational Support Professional Association, IEA-NEA

The Board of Education and the Mount Prospect Educational Support Professional Association, IEA-NEA have reached the following Agreement to amend Section 9.4 (3) to their current collective bargaining agreement as follows:

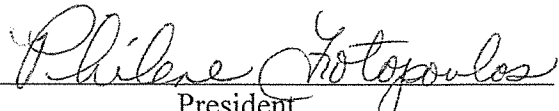
3. Ten-month (10) Employees will be paid over 20 pays with the first payment on August 31 and the last payment on June 15.

THE BOARD OF EDUCATION OF
MOUNT PROSPECT SCHOOL DISTRICT 57

THE MOUNT PROSPECT
EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION, IEA-
NEA



Superintendent of Schools



President

Date: 6-5-17

Date: 6-5-17

Memorandum of Agreement
Between
The Board of Education of Mount Prospect School District 57
And
The Mount Prospect Educational Support Professional Association, IEA-NEA

The Board of Education and the Mount Prospect Educational Support Professional Association, IEA-NEA have reached the following Agreement to amend Appendix B to their current collective bargaining agreement as follows:

1. Appendix B is amended to state that the rate of pay for the position of SOAR Instructional Assistants in the elementary schools will be an additional \$1.00 per hour, effective December 1, 2017.
2. All other provisions as set forth in Appendix B to the collective bargaining agreement will remain in effect.

THE BOARD OF EDUCATION OF
MOUNT PROSPECT SCHOOL DISTRICT 57

THE MOUNT PROSPECT
EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION, IEA-
NEA

Dr. Elaine Aumiller
Superintendent of Schools

Philene Fotopoulos
President

Date: 11-21-17

Date: 11-21-17

1. Members have access to an assigned D57 insurance contact/designated problem-solver who demonstrates concern via communicated follow-through and resolution
2. Members have timely alerts/updates regarding insurance benefits
3. Members receive yearly benefits training coordinated by D57 (to include insurance, flex spending, 403B, etc.)
4. Annual pool
 - a. Annual pool of \$65,000. January 1, 2019 to December 31, 2019
 - b. Annual pool of \$45,000. January 1, 2020 to December 31, 2020
 - c. Annual pool of \$35,000. January 1, 2021 to December 31, 2021
 - d. From the reimbursement pool, the District will reimburse increased prescription costs to any MPEA or MPESPA bargaining unit member who is a participant in the PPO health care plan and who demonstrates a bona fide increased rate to prescription costs occurring on and after January 1, 2019 because of utilization of Prime Therapeutics and its affiliates. The member will only receive reimbursement if the member has submitted documentation to the District within thirty (30) calendar days of the event. For events occurring from January 1, 2019, to the date of this agreement, the member must submit documentation to the District within thirty (30) calendar days of this agreement.
 - i. By February 15, 2020, and February 15, 2021, the remaining unused pool funds from the prior year's annual pool will be equally divided by all MPEA and MPESPA bargaining unit members who are: (1) current PPO plan participants as of February 15, (2) worked during the prior calendar year, and (3) are employed by the District on February 15.
 - ii. By February 15, 2022, the remaining unused pool funds from the prior year's annual pool will be equally divided by all MPEA bargaining unit members who are: (1) current PPO plan participants as of February 15, (2) worked during the prior calendar year, and (3) are employed by the District on February 15.
 - e. These funds are allocated to resolve the current grievances and are not considered part of upcoming MPEA or MPESPA negotiations.
5. MPEA and MPESPA bargaining unit members who are PPO plan participants will not lose paid leave time as a result of implementing insurance or physician recommendations for alternative drug therapy treatments options.
6. Members receive full dependent coverage per Illinois state law (through age 26), with such coverage beginning July 1, 2019 and moving forward. There are two (2) identified individuals who are eligible for dependent coverage benefits for claims occurring between January 1, 2019 and June 30, 2019. Payment will occur via Section 4.a above.
7. Insurance committee will:
 - a. Be active and relevant to the District and its employees
 - b. Have Gallagher representative present to share timelines and agendas for known and anticipated insurance changes
 - c. Receive thirty (30) calendar day notice of any contemplated changes to insurance structure or benefits
 - d. Be provided explanation of all available Gallagher plans (to include Single+1 and prescription co-pay amounts)
 - e. Reach consensus on District 57's vote at EBC meetings.
 - f. Be required to receive approval of MPEA and MPESPA union presidents as per applicable collective bargaining agreements
 - g. Be provided proposed policy change(s) prior to any authorization vote
 - h. Be authorized to research comparisons of insurance options existing outside EBC

8.

10. All pending grievances withdrawn upon acceptance of mediation settlement.

Agreed on July 31, 2019

 for MPESPA Philene Fotopoulos

 for MPESPA Elin Lonergan

 for MPEA Sharon Eliopoulos

 for MPEA Jean Morris

 for D57 Dr. Elaine Aumiller

 for D57 Adam Parisi