

AGREEMENT BETWEEN

**THE BOARD OF EDUCATION
MT. VERNON TOWNSHIP HIGH SCHOOL
DISTRICT NO. 201**

AND

**MT. VERNON TOWNSHIP HIGH SCHOOL
EDUCATIONAL SUPPORT PERSONNEL, IEA-NEA**

July 1, 2019 – June 30, 2022

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**ARTICLE I
RECOGNITION**

- 1.1 The Board of Education of Mt. Vernon Township High School District No. 201, Mt. Vernon, Jefferson County, Illinois, hereinafter referred to as the "Board," hereby recognizes Mt. Vernon Township High School Educational Support Personnel, IEA-NEA, hereinafter referred to as the "Association," as the exclusive bargaining representative for all regularly employed non-temporary custodial, maintenance, and cafeteria employees of the District with the exception of the Plant Superintendent, and all supervisory, confidential, and managerial personnel as defined in the Illinois Education Labor Relations Act. "Non-temporary" means a person employed for more than thirty (30) consecutive workdays, but specifically excluding a person hired to replace a bargaining unit employee on any approved leave of absence.
- 1.2 During the life of this Agreement, the Board agrees not to negotiate, consult, or extend to any competing organization the rights, privileges, or benefits contained in this Agreement unless an intervening election during the term of this Agreement results in the certification of a new bargaining representative.
- 1.3 The terms "physical plant employees," when used hereinafter in this Agreement, shall refer to all custodial and maintenance employees represented by the Union in the negotiating unit defined above.
The term "cafeteria employees," when used hereinafter in this Agreement, shall refer to all cafeteria employees represented by the Union in the negotiating unit defined above.
- 1.4 If a lead man position is established by the Board during the life of the Agreement and the position is not a managerial or supervisory position as defined in the I.E.L.R.A., the Board agrees to engage in mid-term bargaining to determine compensation for the position.

**ARTICLE II
NEGOTIATIONS PROCEDURES**

- 2.1 The Board agrees to participate in good faith negotiations regarding wages, hours of work, terms and conditions of employment, and a grievance resolution procedure.
- 2.2 Each party shall select its negotiating team.
- 2.3 If, after a reasonable period of negotiations, the Board and Association have reached an impasse, either party may request, in writing, the services of the Federal Mediation and Conciliation Service. The Board and the Association may choose to use other individuals or organizations for mediation of an impasse if the Federal Mediation and Conciliation Service is not available. Any costs incurred as a result of such mediation services shall be shared equally between the Board and the Association.

- 2.4 When the parties agree to negotiate during the working hours of a bargaining team member(s), the member(s) shall suffer no loss of pay or benefits for those hours.
- 2.5 Negotiations shall begin no later than June 10.

ARTICLE III GRIEVANCE PROCEDURE

- 3.1 **Definition:** A grievance is defined as a complaint by an employee or a group of employees involving an alleged violation, misinterpretation, or misapplication of the terms and conditions of this Agreement.
- 3.2 A grievance may be initiated by any employee covered by this Agreement or by the Union. No grieving employee shall be subject to any disciplinary or retaliatory action by the District because of such action.
- 3.3 Employees can present grievances without Association representation, as long as the adjustment of any grievance does not violate the provisions of the Agreement, and as long as the Association is provided written notice of the adjustment, and as long as the Association is present at the meeting when an adjustment is made.
- 3.4 The parties hereto acknowledge that the most desirable manner in which to settle a problem and/or grievance as defined above is through an informal discussion. However, the resolution of any problem and/or grievance reached through informal discussion shall not be inconsistent with the terms of this Agreement.
- 3.5 Formal hearings and conferences under the steps of the grievance procedure shall be conducted at time and place which will afford the aggrieved and his/her representative an opportunity to attend. In the event of arbitration, the arbitrator shall set the time of the hearing.
- 3.6 Failure by the Union and/or grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal through this procedure. Failure by the District to act on any grievance within the prescribed time limits shall allow the Union and/or grievant to proceed to the next step of the grievance procedure.
- 3.7 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the aggrieved.

3.8 All grievances filed at the formal step of the grievance procedure must be submitted in writing and shall state the following:

- 1. The nature of the grievance;**
- 2. The specific provision or provisions of the Agreement allegedly violated; and**
- 3. The remedy sought.**

3.9 Formal Grievance Procedure Steps: The steps in the Formal Grievance Procedure are as follows:

Step 1. If the grievance is not resolved at the informal discussion step, the grievant and/or Association shall file the grievance, in writing, with the immediate supervisor. (Plant Superintendent.) The written grievance must be filed within thirty (30) days from the date of the occurrence of the event giving rise to the grievance, or within thirty (30) days from the date of knowledge of the incident creating the grievance. Within five (5) working days following the filing of the written grievance, the immediate supervisor shall meet with the grievant and discuss the grievance. Within five (5) working days of such meeting, the immediate supervisor shall provide the grievant and Association with a written decision, including the reasons for the decision.

Step 2. If the grievance is not resolved at Step One, then the grievance and/or the Association shall file the grievance with the Superintendent of Schools. The filing must be within five (5) working days from receipt of answer from Step One. The Superintendent of Schools shall meet with the grievant and/or Association within five (5) working days of such filing and discuss the grievance. Within five (5) working days following this meeting, the grievant and Association shall be provided with the Superintendent's written decision, including the reasons for decision.

Step 3. If the grievance is not satisfactorily resolved at Step Two, the employee/Association shall file the grievance, in writing, with the Board of Education. The filing of the grievance at this step must be within five (5) working days of receipt of the Superintendent's written decision. The Board shall meet, at its next regularly scheduled meeting or in Special Session, in executive session, with the aggrieved, his representative (if any) and all affected personnel, to review the grievance and render a decision. The Board shall within eight (8) working days following this meeting provide the grievant and the Association with a written statement of its decision, including the reasons for that decision.

Step 4. If the grievance is not satisfactorily resolved at Step Three, then there shall be available a Fourth Step of binding arbitration. To implement this step, the Union must submit, in writing, to the Superintendent of Schools, a request to enter into such arbitration, and such request must be filed within thirty (30) working days of receipt of the Step Three decision. The American Arbitration Association shall be requested to provide an arbitrator for this final step of the grievance procedure. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue presented to him by the Board and the Union. His decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

Expenses of the arbitrator, including the cost of the arbitrator's transcript, if one is requested by him, shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representative and witnesses.

If either party requests a transcript of the proceeding, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties.

- 3.10 **Bypass to Superintendent.** If the Association and the Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.
- 3.11 **Bypass to Arbitration.** If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.
- 3.12 **Class Grievance.** Class grievance involving more than one (1) employee and more than one (1) administrator may be initially filed by the Association at Step Two.
- 3.13 **Association Participation - Employee Represented.** The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.
- 3.14 **Grievance Withdrawal.** A grievance may be withdrawn at any level without establishing precedent.

ARTICLE IV HOURS OF WORK

4.1 Physical Plant Employees

- 4.1.1 The work day for all physical plant employees shall consist of eight (8) hours. The work week shall consist of five (5) consecutive work days (40 hours).**
- 4.1.2 All time worked in excess of eight (8) hours in one (1) work day or in excess of forty (40) hours in one (1) work week shall be overtime and paid at the rate of one and one-half (1.5) times the employee's regular rate of pay.**
- 4.1.3 All time worked on any sixth consecutive work day shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay. All time worked by an employee on any seventh consecutive work day shall be paid at the rate of two (2) times the employee's regular rate of pay.**
- 4.1.4 All overtime must have prior approval of a member of the administrative staff.**
- 4.1.5 Time charged to sick leave, business leave, vacation, or holidays shall be counted as time worked for the purpose of computing overtime.**
- 4.1.6 Overtime opportunities will be rotated among employees according to job classifications and seniority, with the most senior employee's name appearing first on the list, the second most senior employee's name appearing second on the list, and so on down the list. The first opportunity to work overtime shall be given to the first person on the rotation list. If the employee refuses the overtime, the overtime opportunity will be offered to the second person on the list, and so on down the list. Employees volunteering for overtime by checking their name on the list will not come out of rotation and will not cause others to rotate. The employee may refuse the overtime and his/her name will rotate to the bottom of the list. In the event no one on the list volunteers for the overtime, the employer shall assign the overtime to the first person on the list. If an employee is on sick leave, vacation, or cannot be reached for overtime (such as, the employer calls during off-work hours), he/she shall be deemed to have declined overtime and will rotate to the bottom of the list only if a rotation occurs but may not be assigned to overtime by the employer. Employee vacation will start at the end of his or her regular working shift and will end at his or her regular beginning shift. Employee cannot be assigned any overtime during the vacation period. The employer shall maintain the overtime rotation lists for employees and**

shall, when possible, post overtime opportunities. The employer shall not be deemed to have violated this provision if it assigns overtime in particular cases due to skill or knowledge of the employee, or so as to allow a particular employee to finish a particular job or project, but nothing shall require the employer to do so. Grounds keepers can only be assigned one overtime assignment per complete rotation of the list.

A. Defining Terms. We have agreed for the purpose of this contract to define:

1. Pass as rejecting an overtime opportunity
2. Assigned as employer directed and
3. Rotation is movement of names to the bottom of the rotation list. Movement of names to the bottom of the list shall occur when the employee accepts an overtime opportunity, refuses or passes the overtime or is assigned by the Employer so that the list rotates one (1) time every time overtime is offered.

B. Employees Volunteering:

1. Employees volunteering for overtime can volunteer only when the number one person on the rotation list has been offered the overtime opportunity and has had a chance to accept or refuse (pass) the overtime.
2. Employees who volunteer for overtime will not come out of rotation and will not cause others to rotate.
3. Employees in the number one position on the rotation list cannot volunteer for overtime-.
4. To determine who receives overtime when two or more employees volunteer, the overtime is given to the employee who position on the rotation list is highest.
5. When two or more employees are needed to work overtime, the overtime must be offered to the number one person on the rotation list before volunteers are given the opportunity to fill that person's position.

Example: Three (3) people are needed for clean-up

Step 1: Employee A is number one on the list. Employee A is offered the overtime and accepts or refuses (passes) the offer. Employee A rotates to the bottom of the list and volunteers with the highest position on the rotation list will receive the overtime opportunity if A refuse (passes) and the offer goes to the next employee (B) on the rotation list.

Step 2: Employee B is now number one on the rotation list and is offered the overtime. Employee B accepts or refuses (passes) the overtime. Volunteers may now be offered the overtime opportunity and employee B rotates to the bottom of the list. The employee who volunteered with the highest position on the rotation list will receive the overtime opportunity if B refuses (passes) and the offer goes to the next employee on the rotation list.

Step 3: The employer will offer the overtime to the next employee on the rotation list (Employee C) and employee C will accept or refuse (pass) and rotate to the bottom of the list. Volunteers are now given the opportunity to work the overtime.

4.1.7 When an employee is called back to work, such work not being a continuation of the regularly scheduled shift, that employee shall be compensated at the rate of one and one-half (1.5) times the employee's regular rate of pay and shall receive a minimum of three (3) hours of overtime pay.

4.1.8 Any employee working in excess of three (3) hours past his regularly scheduled shift without a break of at least one (1) hour between the end of the regular shift and the start of the continuation work shall be allowed a thirty (30) minute paid lunch break in the three (3) hour period. For each ensuing three and one-half (3.5) hours of continuation work following such paid lunch break, an additional thirty (30) minute paid lunch break shall be allowed.

4.1.9 Each employee shall be granted two (2) fifteen (15) minute breaks during each full shift. Employees working less than a full shift shall be granted a ten (10) minute break during each three (3) hours of work.

4.1.10 Any employee has the right to refuse any overtime provided that the needs of the District are fulfilled as determined by the administration.

4.1.11 There shall be no rescheduling to avoid payment of overtime, and there shall be no pyramiding of overtime. In any case where more than one (1) overtime rate applies, only the higher applicable rate shall be used.

- 4.1.12 Any employee who is assigned to work a regular shift which encompasses hours between 6:00 p.m. and 6:00 a.m. shall be entitled to a shift differential of 45 cents per hour for all hours of that shift. This shift differential is not payable to any employee who requests to remain on an early or late shift when he is not compelled to do so.
- 4.1.13 All overtime will be posted at least five (5) days and no more than seven (7) business days in advance in the order of date to be worked and assigned no less than 3 days in advance when possible. All custodians will be trained to work overtime for athletic contest and will be placed on the overtime rotation schedule for these events.
- 4.1.14 Time Clock. Employees will be required to clock in using the time clock designated by administration. Clock time will be six (6) minute intervals with employees receiving no extra payment or being docked for one (1) interval before or after scheduled start time and stop time of work.

Employees shall continue to receive an unpaid lunch break of thirty (30) minutes without requirements of clocking in or out.

Three (3) hour granted for call in as stated in section 4.1.7.

Overtime pay will begin one (1) minute over the six (6) minute interval. Overtime shall be compensated at 1/10th of an hour at the overtime rate of pay. This shall pertain to maintenance and custodial employees only.

Example

Employee A report time is 8:00 AM. Employee A hourly rate is \$10.00 per hour. Employee A clocks in at 8:05 AM. Employee A does not receive a deduction of one-tenth (1/10th) pay of an hour or interval because Employee A clock in within the six (6) minute interval.

Employee A report time is 8:00AM. Employee A hourly rate is \$10.00. Employee A clocks in at 8:06 AM. Employee A shall receive a one-tenth (1/10th) of an hour or interval deduction. (Hourly Rate \$10.00 minus hour/interval deduction \$1.00 equal \$9.00 for that hour pay).

- 4.1.15 Compensation for Added Responsibility. When an Association member is designated to be temporarily in charge over Physical Plant employees by an immediate supervisor, an hourly wage increase of \$5.00 an hour will be given for those hours in charge.
- 4.1.16 Split Shift for Late Night Working Hours. When overtime is scheduled as a continuation of the regularly scheduled shift and will include hours between 12:00 a.m. and 6:00 a.m. and will be a minimum of 3 hours in length, a second

opportunity for overtime will be posted for volunteers only and only if the first person scheduled requests it. All provisions of Article IV, "Hours of Work" will apply. Split shift for the purposes of this article will mean two (2) employees working a minimum of one and a half (1.5) hours simultaneously.

Example: Custodial overtime is scheduled to cover custodial vacation for 3 hours. If person that is number 1 on the rotation list, or the first person to volunteer if number 1 passes, wants to work for only one and one half hours, the next person to volunteer on the list will work one and one half hours at the same time as the first person scheduled to work. In such case as there are no other volunteers after the first is scheduled to work, the first person will work the entire overtime. The second volunteer will not rotate the list.

4.2 Cafeteria Employees

- 4.2.1 The work day for all full-time cafeteria employees shall consist of a minimum of seven and one-half (7.5) hours per day between the hours of 6:00 A.M. and 4:00 P.M. Work hours shall be assigned by the Cafeteria Supervisor.
- 4.2.2 All time worked in excess of forty (40) hours in one (1) week, or in excess of one hundred eighty (180) work days shall be overtime and paid at the rate of one and one-half (1.5) times the employee's regular rate of pay.
- 4.2.3 All overtime must have prior approval of the Administration.
- 4.2.4 Time charged to sick leave and business leave shall be counted as time worked for the purpose of computing overtime.
- 4.2.5 Each full-time cafeteria employee shall be entitled to a thirty (30) minute lunch break during each work day and a ten (10) minute break during the morning and afternoon work sessions.
- 4.2.6 Cafeteria employees shall begin their work responsibilities on the first day school is actually in session, as determined by the administration, and shall provide services as scheduled by the administration. Recognized school holidays while school is in session shall not be work days.
- 4.2.7 Each cafeteria employee shall be provided \$415.00 annually for the purchase of uniforms as approved by the plant superintendent.

**ARTICLE V
WORK ASSIGNMENTS, VACANCIES, AND NEW POSITIONS**

(Physical Plant Employees)

- 5.1 All work assignments shall be made by the administration (and/or maintenance director). Each custodial employee shall be designated a primary work assignment for which (s)he shall have principal responsibility. Each Grounds keeper shall have responsibility for yards, grounds, and equipment. Each maintenance employee shall have principal responsibilities for work tasks. Such designations shall in no way restrict, prohibit, or prevent the administration (and/or maintenance director) from making work assignments as they deem appropriate.**
- 5.2 In the event custodial employees are assigned to do maintenance work on a temporary basis, they shall be paid in accordance with the maintenance wage scale as set forth in Appendix A.**
- 5.3 When a vacancy occurs or a new position is created, written notice of such vacancy or new position shall be provided to all physical plant employees. Any employee who is interested in the vacancy or new position may submit a bid for said vacancy or position at the time of the bid meeting called by the administration. Any tentative vacancy created by the first bid will also be placed for bid at the same meeting.**
- 5.4 Bid Qualifications. When applying for a vacancy or new position, the employee must submit all of his/her qualifications in writing. If the applicant is moving to a different classification, the qualifications shall include test results. Appropriate tests for the various classifications shall be developed jointly by the Board and Association. The employee with the most seniority shall be assigned to the vacancy or new position, providing that employee has the necessary qualifications, as determined by the Superintendent, to fill the position.**
- 5.5 When through transfer, "bumping," or promotion, employees' move to another classification, they shall serve at least a thirty (30) day probationary period. In the event the employees do not qualify for this vacancy or position, as determined by the administration, they shall return to their former position. The person with the next highest seniority and proper qualifications who has submitted a bid will be assigned to that position with the same provisions. This procedure will be followed until the position(s) is filled from the ranks of existing employees; provided that if no employee is qualified, some person other than an employee may be hired to the position or vacancy.**
- 5.6 Any employee will be able to bid/fill on any temporary position that is posted within the school district.**

- 5.7 All positions to be filled, temporary or full time, will use a test to help determine ability of applicant. If person applying for a temporary position has filled that position before in a successful manner while an employee of Mt. Vernon High School, based on evaluation, they will be exempt from the test.
- 5.8 The probationary period for new employees will be ninety (90) days.

**ARTICLE VI
SENIORITY**

- 6.1 Seniority shall date from the employee's first day of full-time, regular employment with the District, regardless of classification. Once a temporary employee gains permanent employment status, seniority shall date from the first day of full-time continuous temporary employment.
- 6.2 Seniority shall be earned on a full work day per diem basis. Holidays, vacation days, sick days, business days, and paid leaves of absence shall be earned seniority days.
- 6.3 All reductions in the number of full-time physical plant and cafeteria employees shall be made by seniority, providing the more senior employee's qualifications and seniority will carry him/her.
- 6.4 No new employee shall be hired while any employee covered by this Agreement is laid off, unless such employee(s) elects not to return to work after being notified in writing of the position or vacancy available for which he/she is qualified. An employee's refusal to return to work for less hours or at a lower rate of pay than the employee's former position provided shall not change a laid-off employee's rights to be called back to work.
- 6.5 When school is in session, any change in the employee's shift of more than one (1) hour, before or after starting time, or in his/her assigned days off, shall be considered as disturbing that employee's job and shall entitle that employee, after notification to the Plant Superintendent, to exercise his/her seniority and to "bump" any employee with less seniority, providing his/her qualifications will carry him/her.
- 6.6 In any classification covered by this Agreement, seniority earned in any higher classification shall be added to any previous seniority earned in any lower classification, for the purpose of job bidding, layoff, bumping, etc.

**ARTICLE VII
HOLIDAYS**

- 7.1 The following shall be recognized as holidays for all physical plant employees: New Year's Day, Labor Day, Veterans' Day, Memorial Day, Christmas Day, Independence

Day, Thanksgiving Day and the Friday following, President's Day, Columbus Day, Good Friday, Monday after Easter, Christmas Eve, New Year's Eve and Martin Luther King Day.

- 7.2 In the event it shall be necessary to have school on one of these days, it shall not be considered as a holiday. In such event each physical plant employee shall be granted an extra day of vacation in lieu of the holiday.
- 7.3 Physical plant employees required to work on any of the above holidays shall be paid their regular salary plus double time rate. The Board will attempt to avoid scheduling activities on the designated holidays.
- 7.4 Should any of the above-named holidays occur on a Saturday or Sunday, then the preceding Friday or the following Monday will be observed as a holiday, provided school is not in session. If school is in session and the employees are required to work on any such designated holiday, they shall receive a day off, with pay, in lieu of that holiday, at a mutually agreeable date within the same school year.
- 7.5 If any of the above mentioned holidays are observed on a Friday or Monday, and Saturday or Sunday work is required on that weekend, those employees will be paid at two (2) times their regular rate of pay.

**ARTICLE VIII
VACATIONS**

- 8.1 Beginning July 1, 2011, the following vacations shall be granted to physical plant employees on their anniversary date of hire who have completed the years indicated below. The district shall have the ability to "buy back" days if mutually agreed at the regular rate of pay.

1 year -	5 days	9 years -	15 days
2 years -	10 days	10 years -	16 days
5 years -	11 days	11 years -	17 days
6 years -	12 days	12 years -	18 days
7 years -	13 days	13 years -	19 days
8 years -	14 days	14 years -	20 days

- 8.2 Vacation time may be used at any time during the year. Requests for vacation must be submitted for approval to the administration at the earliest possible date. Acquired vacation must be used each year by June 1 and will not carry over from one year to the next except in those cases of illness or injury, or when the needs of the district as determined by the administration prevent the employee from using all vacation days. If two or more employees in the same job category ask for their vacation during the same period, the employee with the most seniority will be given preference. Vacation requested after January 1st will be approved on a first come first serve basis. The administration's decision as to approval or disapproval of the request

shall be final.

- 8.3 Vacation time earned during the employee's final year shall be prorated for time worked and time earned during the employee's final year. For purposes of this section only, retiree can be compensated for their prorated vacation days as long as it is mutually agreed upon between the parties.
- 8.4 New employees shall earn their first five (5) days vacation on their anniversary date of hire. They will receive their second years and all subsequent years earned vacation on June 1st annually.

ARTICLE IX BENEFITS

- 9.1 Sick Leave Accumulation. Sick leave shall be granted to each full-time employee at the rate of fifteen (15) days per year and may accumulate to a total of one hundred eighty (180) days for cafeteria employees and to a total of two hundred forty (240) days for maintenance and custodial employees. Sickness shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family. The Board shall make a determination of the meaning of "immediate family" in cases other than those involving father, mother, brother, sister, son, daughter, direct in-laws, and spouse. Such determination shall not be grievable.

Accident or Injury Leave. Absence due to an injury which occurred in the course of the employee's employment shall not be charged against the employee's sick leave to the extent the employee is otherwise paid by or through Workers' Compensation payments. The Board of Education shall pay during the term of temporary disability the difference between Workers' Compensation payments and the employee's salary. However, in no case shall an employee be entitled to pay in excess of accumulated sick leave.

Example: An employee misses school (work) for thirty (30) days due to a work-related injury. At the time of the injury, the employee had remaining eight (8) accumulated sick leave days. During the entire period of absence, Workers' Compensation coverage pays two-thirds (2/3) of the employee's regular rate of pay. The employer shall pay the remaining one-third (1/3) of the employee's ordinary rate of pay, docking the employee's sick leave one-third (1/3) of a day for each day the employee is absent, until the twenty-fourth (24th) day of absence, when all the employee's accumulated sick leave is used up. At that point, the employer makes no further payments to the employee pursuant to this paragraph.

- 9.2 Business Leave. All employees shall be entitled to no more than four (4) business leave days during any one (1) year. Business leave shall be with full pay. Business leave should not be requested during the first or last week of school or the day before or after a vacation. The Plant Superintendent shall be notified at least three (3) days in advance of the use of business leave and reason shall be given. In case of an

emergency, this three (3) day notice will be waived. Business days can be used as refresher days for 2nd or 3rd shift employees when they are needed for business during the normal time they would be resting for their next shift assignment. Employees who use no business leave or sick leave during the school year shall be allowed to use their their four (4) business days as additional vacation the following school year as a perfect attendance award.

- 9.3 Insurance. Total Board paid insurance contributions for members of this bargaining unit for the life of the contract shall be \$900.00 monthly.
- 9.4 Uniforms. Uniforms shall be provided by the Board and shall be purchased under the supervision of the employee's Supervisor with input by employees, by June. Employees will be afforded the amount of \$415.00 annually for the duration of the contract for the purchase of uniforms. Orders by employees must be in by June 15 of each contract year.
- 9.5 Final Year of Career. Any employee who retires at age 60 and/or qualifies for state retirement benefits from Mt. Vernon High shall be placed on the salary schedule in his or her employee classification according to the formula below, during the final year of employment:
- (1) Regular salary plus twenty percent (20%) of base for twenty (20) years or more of service in the system.
 - (2) Regular salary plus fifteen percent (15%) of base for fifteen (15) through nineteen (19) years of service in the system.

Any employee who is planning to retire at the end of a given year must notify the Superintendent of Schools, in writing, no later than October 1 of that year. The balance of pay due, including the career pay, will be prorated each pay period from October through June. Failure to notify, in writing, by October 1 will forfeit the career pay.

- 9.6 Funeral Leave. Employees covered by this Agreement shall be allowed up to three (3) days' funeral leave, with pay, per year for death in the immediate family. Immediate family, for the purpose of this section, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, corresponding in-law relations, and legal guardians. Days will not roll over if not used. Funeral leave for anyone other than immediate family, as defined in this section, must be approved by the Superintendent of the school district. Use of funeral leave in and of itself shall not deprive employees of the benefits of 9.2 for perfect attendance.
- 9.7 Association Leave. At the request of the Association President, the Association shall be entitled to a total of four (4) Association leave days annually. The representatives shall be excused without loss of pay, provided the Association reimburses the Board the equivalent of one-half (1/2) of the representative's per diem pay.

Requests for the use of this leave shall be submitted to the Superintendent at least five (5)

workdays before the leave is to be taken. No more than two (2) employees from any one (1) department may utilize this leave on the same day.

ARTICLE X GENERAL PROVISIONS

- 10.1 Meetings. Should any employee covered by this Agreement be required by the administration to attend any meetings, they shall be paid for all time so spent.
- 10.2 Legality. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, it shall be automatically deleted from this Agreement to the extent of its illegality. The remaining portion of the Agreement shall remain in full force and effect for its duration.
- 10.3 The Board shall pay the regular wages of any employee called to serve as a juror or subpoenaed as a witness, where the employee is not a party of interest, by a court of competent jurisdiction if the employee called or subpoenaed endorses over to the District per diem monies, exclusive of any reimbursable expenses received as a result of the call or subpoena. Immediately upon receiving notice of a call or subpoena, the employee must notify his/her Supervisor, indicating the date(s) of the absence and the expected date of return.
- 10.4 Dues Deduction. In the event an employee wishes his/her union dues deducted from his/her wages, the following procedure shall apply:
 - (1) Executed dues deduction request forms shall be furnished to the Superintendent of Schools prior to the first of the month in which the deduction shall apply.
 - (2) The District shall not be responsible for any make-up deductions.
 - (3) Such authorization shall continue in effect from year to year unless revoked, in writing, prior to June 15, for the ensuing year beginning July 1.
 - (4) All dues deducted shall be remitted to the Treasurer of the Union no later than fifteen (15) days subsequent to the pay from which deducted.
- 10.5 Paychecks. Employees shall be paid on the 10th and 25th of each month. Corresponding pay periods for any extra work (overtime) are the 1st through the 15th being paid on the 25th of each month. The 16th through the 31st being paid on the 10th of the next month. Loss of pay for days not worked and not covered by any paid leave shall be reflected in the pay period in which it occurs. The Board will also agree that if feasible, when a pay date falls on Saturday or Sunday, checks will be issued on the last regular workday prior to the regular pay date.
- 10.6 Bonus Pay. For all paid events in the District, there shall be a custodian or maintenance person on duty, if deemed necessary by the administration. If deemed necessary by the

administration, the custodial or maintenance personnel shall be in attendance.

- 10.7 **Physical Examination.** Each new employee shall be required to have a physical examination and T.B. test before commencing employment duties. The costs of such examination and test shall be paid for by the Board. The employee shall submit himself/herself to a physician chosen by the Board. After initial employment, the Board may direct an employee to submit himself/herself to such physical or medical examinations as deemed appropriate by the Board. The cost of such examinations shall be paid by the Board.
- 10.8 **No Strike Clause.** The Union and each employee covered by this Agreement agree that during the term of this Agreement there shall be no strike, boycott, slowdown, or other refusal to render full and complete services to the District by any or all of the employees covered by this Agreement. The District agrees that there shall be no lockout against any or all of its employees covered by this Agreement.
- 10.9 **Layoff.** In any case of layoff in any classification covered by this Agreement, thirty (30) days' notice shall be given prior to the effective date of such layoff.
- 10.10 **Dismissal.** The Superintendent of the school district shall provide a written statement of the reason(s) for a dismissal. Such statement shall contain facts pertinent to such action.
- 10.11 **Right of Representation.** When an employee is required to appear before the Board or the administration concerning any matter which could adversely affect his/her employment, position, salary, or benefits, the employee shall be entitled to have a representative of the Association present. The employee shall be provided a written statement explaining the specific nature of the meeting.
- 10.12 **Personnel File.** Each employee shall have the right, upon forty-eight (48) hours' advance written request to the appropriate administrator, to review the nonconfidential contents of his/her personnel file. The review shall take place in a location designated by the administrator and in the presence of the administrator or his/her designee. The employee may place written reactions to the file's contents.
- 10.13 **Unsafe/Hazardous.** A safety committee shall be established consisting of the following members: administration, custodial employee, maintenance employee, cafeteria employee, and an administrator. The committee shall meet at least four (4) times a year to discuss safety issues and make recommendations as deemed necessary.
- 10.14 **Outside Services.** The parties recognize that unexpected circumstances may arise which require work to be performed by outside contractors on a temporary basis. The administration must consult with the Association for possible alternative solutions before engaging in outside contracting.
- 10.15 **Labor and management will hold quarterly meeting to discuss items of mutual concern with such meetings to alternate morning and afternoon.**

10.16 With the prior approval of the Superintendent or his/her designees, employees scheduled to work outside the school day may be released from their duties for a period not to exceed one (1) hour to attend Association meetings located within the School District. The employee shall make up the missed time on the same day the meeting is held. Employees shall clock out during any such meeting times as allowed herein.

ARTICLE XI COMPENSATION

11.1 Compensation for physical plant and cafeteria employees is set forth in Appendix A which is made a part of this Agreement.

Maintenance, Custodial, Grounds:

2019-2020 – 2.0%

2020-2021 – 2.0%

2021-2022 – 2.0%

Cooks:

2019-2020 – 2.5%

2020-2021 – 2.5%

2021-2022 -2.0%

MEMORANDUMS OF UNDERSTANDINGS AND AGREEMENTS

Memo of Understanding

During the absence of an employee due to illness or injury, the job responsibilities will be absorbed by staff on their regular work day schedules. Employees will be notified of this job assignment by the posting of this assignment on the pegboard at the main entrance to the Maintenance Shop. Also, it is understood that this is only on a temporary basis up to ten (10) working days.

This Agreement shall commence on July 1, 2019 and end June 30, 2022 for all provisions.

IN WITNESS WHEREOF:

For the Mt. Vernon Township
High School Educational
School Support Personnel, IEA-NEA

Ashtley D Jolley

[Signature]

Date: 10/21/19

For the Board of Education,
Mt. Vernon Township High
District No. 201

[Signature]

Jennifer Echols

Date: 10/21/19

APPENDIX A

Compensation July 01, 2019 – June 30, 2022

		18-19	19-20	20-21	21-22
Cafeteria			2.50%	2.50%	2.00%
New Employee		\$ 16,834	\$ 17,255	\$ 17,686	\$ 18,040
Step 1		\$ 19,224	\$ 19,705	\$ 20,197	\$ 20,601
Step 2		\$ 20,369	\$ 20,878	\$ 21,400	\$ 21,828
Step 3		\$ 22,134	\$ 22,687	\$ 23,255	\$ 23,720
Step 4		\$ 23,903	\$ 24,501	\$ 25,113	\$ 25,615
Custodial			2%	2%	2%
New Employee		\$ 36,768	\$ 37,503	\$ 38,253	\$ 39,018
Step 1		\$ 39,066	\$ 39,847	\$ 40,644	\$ 41,457
Step 2		\$ 41,362	\$ 42,189	\$ 43,033	\$ 43,894
Step 3		\$ 43,757	\$ 44,632	\$ 45,525	\$ 46,435
Step 4		\$ 46,979	\$ 47,919	\$ 48,877	\$ 49,854
Grounds Keeper			2%	2%	2%
New Employee		\$ 37,434	\$ 38,183	\$ 38,947	\$ 39,726
Step 1		\$ 39,732	\$ 40,527	\$ 41,337	\$ 42,164
Step 2		\$ 42,028	\$ 42,869	\$ 43,726	\$ 44,600
Step 3		\$ 44,422	\$ 45,310	\$ 46,217	\$ 47,141
Step 4		\$ 47,646	\$ 48,599	\$ 49,571	\$ 50,562
Maintenance			2%	2%	2%
New Employee		\$ 43,041	\$ 43,902	\$ 44,780	\$ 45,676
Step 1		\$ 45,394	\$ 46,302	\$ 47,228	\$ 48,172
Step 2		\$ 47,751	\$ 48,706	\$ 49,680	\$ 50,674
Step 3		\$ 50,102	\$ 51,104	\$ 52,126	\$ 53,169
Step 4		\$ 53,368	\$ 54,435	\$ 55,524	\$ 56,635

Step movement on the wage scale shall occur on the anniversary date of employment

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered on this 17th day of September 2019, by and between the MT. VERNON TOWNSHIP HIGH SCHOOL EDUCATIONAL SUPPORT PERSONNEL IEA-NEA (Association) and the MT. VERNON TOWNSHIP HIGH SCHOOL DISTRICT NO. 201 (Board).

WHEREAS, the Association and Board understand upcoming Summer projects shall give an opportunity to explore evolving work assignments and scheduling and;

WHEREAS, the Association and Board are willing to work collaboratively, in effort to increase work efficiency while maintaining fiduciary responsibility and;

NOW THEREFORE:

The Association and Board agree:

- **Beginning with the first full week after the end of the school term (beginning summer break), full-time custodians and maintenance personnel shall have the option to choose to work ten (10) hours per day, four (4) continuous days per week.**
- **Schedules will be staggered, employees choosing this option will not all have the same off day. Choice of off day (Monday or Friday) will be given based on seniority.**
- **Choice will be made at the beginning of the summer, and will last the duration of summer break.**
- **If alternate summer hours are selected, all time worked in excess of ten (10) hours in one (1) work day or in excess of forty (40) hours in one (1) work week shall be overtime and paid at the rate of one and one-half (1.5) times the employee's regular rate of pay.**
- **All time worked on any fifth consecutive work day shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay. All time worked by an employee on sixth and seventh consecutive work day shall be paid at the rate of two (2) times the employee's regular rate of pay.**

This Memorandum shall begin after the date specified, shall be in effect and shall continue until a date to expire or submission to the collective bargaining agreement is decided by the parties in attendance. The Association and Board shall meet during the third week of June to discuss the results of the Memorandum and practice at a mutually agreeable time.

Any revision and/or revisions to the Memorandum and duties shall be proposed during the scheduled meeting unless mutually agreed to extend.