

AGREEMENT BETWEEN

**THE BOARD OF EDUCATION OF
MERCER COUNTY SCHOOL DISTRICT # 404**

AND

**THE MERCER COUNTY EMPLOYEES EDUCATION
ASSOCIATION/IEA-NEA**

From the date of signing of this labor
agreement by both parties to June 30, 2012

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ARTICLE I

RECOGNITION AND DEFINITIONS

A. Recognition

The Board of Education of Mercer County School District #404, Mercer County, Illinois, (hereinafter referred to as the "Employer" or the "Board") recognizes the Mercer County Employees Education Association - IEA-NEA (hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all positions set forth in IELRB No. 98-RC-0015-S. Included: All full-time custodial and food- service employees. Excluded: Superintendent, principals, certified teachers, teacher aides, secretaries, and all managerial, supervisory, confidential, part-time and short-term Employees as defined by the Act.

B. Definitions

1. Association - The term "Association" or "Union" shall mean the Mercer County Employees Education Association, its representatives, or its agents.
2. Employer - The term "Employer" or "Board" shall mean the Board of Education of Mercer County School District # 404, its representatives, or its agents.
3. Part-Time – The term “Part-Time” shall mean anyone who regularly works less than thirty (30) hours as a cook and forty (40) hours as a custodian.
4. Full-Time – The term “Full-Time” shall mean anyone who regularly works at least thirty (30) hours as a cook and forty (40) hours as a custodian.

ARTICLE II

WORKING CONDITIONS

A. Safe Working Conditions

1. If an Employee becomes aware of a potentially unsafe or hazardous condition, the Employee should report this situation to his/her immediate supervisor.
2. During periods of high heat and/or humidity, Employees shall have the option to wear shorts.
3. The Employer shall provide each building with a first aid kit.
4. For sanitary reasons, while preparing, cooking, or serving foods, cooks shall not have to clean up spills, vomit, etc out of the kitchen. They will also not handle trash to the dumpster while preparing, cooking, or serving foods in a way that would compromise sanitation. The custodian on duty will be responsible for this duty.

B. Equipment and Materials

1. If a tool is unavailable and the Employer requests the Employee to use his or her own equipment, terms covering such usage shall be mutually agreeable to the Employer and Employee.
2. The Board shall reimburse the Employee for the cost of licenses or the renewal of licenses required for the Employee to perform his/her job or position.

ARTICLE III

VACANCIES AND TRANSFERS

A. Vacancy Defined

Vacancy shall be defined as position openings created by:

1. Resignation;
2. Retirement;
3. Death;
4. Dismissal or Non-renewal; and
5. New position.

B. Definition of Transfer

Transfers shall be defined as either a voluntary or involuntary permanent move from one position to another within the bargaining unit, including permanent changes in classification, buildings, or shifts.

C. Posting of Vacancies

Whenever a vacancy occurs, the Superintendent or his designee" shall, within seventy-two (72) hours, post a vacancy notice in each Employee lounge and the District office; and a notice will be placed in the mailbox of the Association President. During the summer months the Association President shall be notified by mail.

D. Voluntary Transfer

An Employee may make a request at any time for a transfer to a position for which he/she is qualified. Any such application shall be kept on file for three (3) years. The Superintendent shall post such vacancy pursuant to contract requirements.

E. Involuntary Transfer

Employees who are involuntarily transferred to another position in the district will have the right to apply, for two (2) years, for any opening that becomes available within the same classification. The two (2) year period of time shall begin on the day the employee receives the involuntary transfer notice.

ARTICLE IV

SENIORITY, LAYOFF AND RECALL

The provisions of this Article shall be used to compute seniority only and shall have no other meaning and shall be used for no other purpose:

A. Categories of Positions

For purposes of determining seniority among the support staff in the bargaining unit, the following categories of positions shall exist within the meaning of School Code Section 10-23.5:

1. Cook
2. Custodian

B. Seniority Definition

Seniority shall be defined as the length of continuous service measured from the first day of employment in Mercer County School District # 404, as the successor district of Aledo and Westmer School Districts, seniority will continue to accrue based on what is brought with each employee. All seniority computations shall be calculated on the basis of total continuous service. Examples:

1. An Employee regularly employed as a four (4) hour per day custodian and at the same time regularly employed as a four (4) hour per day cook shall receive one (1) year's seniority for each year of employment. So long as the Employee continues to be employed in both positions, the above Employee shall appear on both the cook and custodian seniority lists, and at the end of the Employee's first year of employment, shall be shown as having accrued one (1) year of seniority on each list.
2. An Employee regularly employed only as a four (4) hour per day cook shall receive only one-half ($\frac{1}{2}$) a year's seniority for each year of employment (so long as the Employee's employment is limited to four [4] hours per day). At the end of the Employee's first year, the above Employee shall appear on the cook seniority list and shall be shown as having accrued one-half ($\frac{1}{2}$) a year's seniority.
3. Employees in the position of custodian-cook shall earn seniority in the positions of both cook and custodian.

C. Seniority Measure

For purposes of start of service, end of service or breaks in service, seniority shall be measured in terms of days of service; & in no case shall seniority be measured in terms of a unit of time

smaller than a day. (See Article IV B for computation of seniority) Overtime shall not be recognized for purposes of seniority computations but such computations shall include vacation days and holidays. Fractions of years shall be measured by use of a denominator equal to the number of days in the routine regular work year for the particular category of position.

1. Cook 172
2. Custodian 240

D. Seniority Accrual

Seniority shall not accrue during any unpaid absence of more than two (2) consecutive days. Seniority shall accrue during any paid absence, including an absence paid by worker compensation.

E. Loss of Seniority

All seniority shall be lost upon resignation, retirement, and dismissal for cause or upon layoff when recall rights expire.

F. Seniority for Part-Time Employees

Regularly employed part-time Employees shall accrue fractional seniority. To calculate such seniority, the Employee's routine regular work week, exclusive of overtime, shall be divided by forty (40) hours per week for custodians and thirty (30) hours per week for cooks, and the resulting fractional seniority shall be credited. Routine regular work week shall mean the Employee's mean work week July 1 to June 30, exclusive of overtime.

Custodian Examples:

1. An Employee who routinely works thirty (30) hours per week shall receive three fourths (3/4) of a year's seniority for each year the Employee is employed.
2. An Employee who routinely works eight (8) hour work days but is only employed three (3) days per week shall receive three-fifths (3/5) of a year's seniority for each year the Employee is employed.

Cook Examples:

1. An Employee who routinely works fifteen (15) hours per week shall receive one half (1/2) of a year's seniority for each year the Employee is employed.
2. An Employee who routinely works five (5) hour work days but is only employed three (3) days per week shall receive three-fifths (3/5) of a year's seniority for each year the Employee is employed.

G. Reduction in Force

Employees affected by reduction in force shall be honorably dismissed by seniority within category of position. These categories shall be cook and custodian. Employees shall be notified in writing of the layoff at least thirty (30) days prior to the effective date of said reduction in force.

H. Recall

If the Board has any vacancies for the following school term or within one (1) from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the Employees so removed or dismissed from that category or position, so far as they are qualified to hold such positions on the date of recall. Employees shall be recalled in reverse order of layoff. If such an Employee in the recall pool is tendered a recall offer by certified or registered mail addressed to the Employee's last known address for a position for which the Employee is qualified, the Employee shall respond in writing either accepting or rejecting the offer so that the School District receives the Employee's response within fourteen (14) days of the postmark on the recall notice. Failure to respond within the designated time period shall be deemed rejection of the offer. Copies of recall notices shall be mailed to the Association President at the same time they are sent to the Employee.

Employees who do not accept a recall invitation for a vacancy within the same job classification as the position from which they were laid-off will forfeit all recall rights for all other vacancies that may become available in the future.

I. Seniority List - Support Staff

On or before February 1 of each year, in consultation with the Association, the Board shall develop a support staff seniority list. The list shall be categorized pursuant to the categories of positions set forth in Article IV, Section A hereinabove. Each Employee shall appear on each seniority list for each position to which said Employee is currently assigned.

J. Seniority List Placement and Removal

If an Employee is removed from a particular category of position, the Employee shall be removed from the seniority list in said category of position as of date of removal. If an Employee is assigned to a new category of position, the Employee shall carry all said Employee's seniority to such new category of position at the following rate.

- One year of custodian seniority will equal 1.25 years of cook seniority.
- One year of cook seniority will equal .75 years of custodian seniority.

Example:

1. A cook-custodian with seven (7) years' seniority is reassigned as a cook. There is no break in service. The Employee shall be removed from the custodian seniority list and shall be placed on the cook seniority list and thereon credited with eight and three-quarters ($8\frac{3}{4}$) years' seniority.
2. An Employee employed one-half ($\frac{1}{2}$) time as a cook and one-half ($\frac{1}{2}$) time as a custodian for seven (7) consecutive calendar years is reassigned as a full-time custodian. The Employee shall appear on the custodian seniority list and thereon be credited with 6.125 years' seniority.

K. Seniority List Order

The seniority list developed pursuant to the above shall list the Employee with the greatest seniority in each category of position first, followed by the other Employees in each category of position in order of seniority. Ties in seniority shall be broken by the drawing of lots.

L. Seniority List Exceptions

The Association or any Employee shall have thirty (30) days from February 1 of each year to file exceptions to the seniority list. Failure to file exceptions shall be deemed approval of the list. Exceptions shall be filed with the Superintendent of Schools and shall state the specific reason for the exception.

ARTICLE V

CALENDAR - WORK LOAD

A. Work Hours and Work Week

1. Work Hours
 - a. Custodians shall submit work schedules as directed by their supervisor. Other duties may be assigned. Work hour adjustments may be made.
 - b. Each Employee who works at least four (4) hours per day shall receive one fifteen (15) minute break for every four (4) complete hours worked. Each Employee who works at least five (5) hours in a workday shall receive a paid duty free lunch break of no less than thirty (30) minutes.
2. Work Week
 - a. For overtime purposes the regular work- week shall be Monday through Sunday. Employees shall submit time sheets for each pay period.
 - b. All custodial Employees normally working forty (40) or more hours per week shall be considered full-time Employees for purposes of this Agreement. All food service Employees normally working thirty (30) or more hours per week shall be considered full-time Employees for purposes of this Agreement.
 - c. Cooks may be required to be present when an activity uses the kitchen facilities to prepare a meal.

B. Work Year

1. An Employee's work year shall begin no sooner than July 1 and end no later than June 30.
2. Additional days shall be paid at the regular straight-time rate.
3. The work year for cooks shall be 172 days plus holidays. Pay shall be given only for rendered service. In the event of an unforeseen event that prevents the preparation of meals at a building site, the district shall not be obligated to pay cooks for the un-worked portion of the 172 day work year. If the building principal directs the cooks to work beyond the 172 day work year, the cooks shall be paid their regular hourly rate of pay.

C. Overtime

1. Call-back Work

Any Employee whose shift ends, leaves the premises, and returns to work on a call, back shall be paid a minimum of one (1) hour pay for the call back.

2. Overtime/Compensatory Time

Overtime and compensatory time shall be paid in accordance with the Fair Labor Standards Act.

3. Overtime Procedures

Overtime shall first be offered to qualified Employees within each building on a rotating basis. When custodial services are needed for activities held outside of the regular workday and no Custodians volunteer to work the activity, the Principal or supervisor shall assign the least senior Custodian who works at the building where the activity is being held to work the activity. Subsequent situations will be assigned to the other custodians on a rotating basis starting with the next custodian with the least seniority.

4. Building Checks

Building checks shall be performed as needed and only as assigned.

D. Vacation

Employees who work 240 days are entitled to paid vacation days. The employee will receive five (5) days of paid vacation after his/her first year of work for use during his/her second year of work. At the conclusion of the second year of work, the employee will receive seven (7) days of paid vacation for use during his/her third year of work. At the conclusion of the third year of work, the employee will receive ten (10) days of paid vacation for use during his/her fourth year of work. At the conclusion of the third year of work and all subsequent years, the employee will receive ten (10) days of paid vacation for use the year after they were accrued. Custodians shall not use any vacation days during the seven days before the first day teachers report to school in August. Paid vacation days cannot accumulate and must be used in the year granted.

Example:

1. After Employees 1st Year – 5 days paid vacation
2. After Employees 2nd Year – 7 days paid vacation
3. After Employees 3rd Year - 10 days paid vacation

E. Paid Holidays

Full-time employees shall receive holiday pay for:

Thanksgiving
Christmas Day
New Year's Day

The pay shall be calculated using each employee's regular rate of pay multiplied by the number of hours each employee normally works each day.

ARTICLE VI

EMERGENCY SCHOOL CLOSING.

A. Notification Procedure

When an emergency confronts the schools, notifications of the closing of schools will be released for broadcast to all appropriate radio stations as soon as possible. The Employer shall notify Employees scheduled for early arrival via a phone tree.

B. Leave Days

When the schools are officially closed by the Superintendent, no leave days previously arranged by a food service Employee, will be deducted for such emergency days.

C. Inclement Weather

Employees unable to report to work as scheduled as a result of inclement weather shall not be charged with loss of pay for such failure to report, provided that the Employee has made every effort to report, has reported as soon as possible after the weather conditions have abated, has notified the District if possible, and agrees to use compensatory time or to use personal leave. The employee will receive a dock day if there are no personal days or documented compensatory time days.

D. Bomb Threat Procedure

No Employee shall be required to search for a bomb.

ARTICLE VII

ASSOCIATION RIGHTS

A. Association Concerns

1. Board Meeting - Notice

The President of the Association shall receive written notice of all regular and special Board meetings, and shall receive a copy of the agenda for each meeting, at least forty-eight (48) hours prior to that meeting.

2. Minutes of Board Meetings

Three (3) copies of all open session Board minutes shall be delivered to the President of the Association within five (5) calendar days of adoption. Minutes of Board committee meetings shall not be provided under this clause.

3. New Employees

Names and addresses of newly hired Employees shall be provided to the Association in a reasonable period of time after their hiring.

4. Mail

The Association shall have the right to use the school mail/e-mail system and Employee mailboxes, provided a school mail system exists.

B. Association Leave

In the event that the Association desires to send representative(s) to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary up to a maximum of five (5) days district-wide (i.e., one Employee five days or five Employees one day each) per fiscal year. Not more than one (1) Employee district-wide in the same classification shall be absent for use of Association leave on any given day. The Association shall reimburse the Employer for any substitutes who work during such absences.

President, Vice-President, Grievance Chair, Association Representatives shall be paid their hourly rate of pay if on Union business for a member needing representation in one of the district buildings or any meeting during their normal shift.

C. Dues Deductions

The Board shall deduct from each Employee's pay the current dues of the Association, provided that the Board has an Employee-executed authorization for continuing dues deduction, the amount of which shall be certified annually by the Association. An authorization shall remain in effect from year to year, except that the Employee may revoke between July 15 and September 15 of any year. Prior to implementing any revocation, the Board shall notify the Association. All dues deducted shall be remitted to the Association no later than ten (10) days after such deductions are made. Nothing herein shall require the Board to remit or be responsible for:

1. Dues in arrears
2. Dues due from persons no longer employed by the District
3. Dues due from persons with insufficient earnings to cover the amount of dues
4. Employees on unpaid leaves of absence.

D. Bulletin Boards

The Board shall provide the Association with a bulletin board in one (1) staff lounge in each building upon which the Association may post such notices as it deems necessary.

E. Use of Facilities

The Association may request use of school buildings, facilities and equipment. Reasonable requests shall be granted, provided the intended use does not conflict with previously scheduled activities, impact negatively on the educational program or is unreasonably dangerous or disruptive.

ARTICLE VIII

EMPLOYEE RIGHTS

A. Right to Organize and Participate

Employees shall have the right to organize, join or not join the Association, and participate in negotiations with the Employer through representatives of their own choosing.

B. Right to Representation

The Board and administration shall make reasonable efforts to resolve complaints against Employees in an expeditious manner. Whenever any Employee is required to appear before the Board or administration concerning any matter which reasonably could lead to discipline, the Employee shall be permitted Association representation on request. The Employee shall be given reasonable notice of any meeting and shall be notified of the reasons for the meeting. The Association shall be notified of any disciplinary action with respect to any bargaining unit member.

C. Policies, Rules and Regulations

A copy of all current Board policies, rules, and regulations shall be maintained in each building and available to an Employee upon request.

D. Assignments

Except in emergencies or with respect to short term assignments, if an Employee's regular job title or job location or regular shift is to be changed, the Employer shall provide at least fifteen (15) calendar days advance notice of the change.

ARTICLE IX

LEAVES

A. Sick Leave

The Board shall provide each Custodian with fourteen (14) and each cook with twelve (12) sick leave days per year, cumulative to two hundred seventy-two (272) days. Sick leave credit shall be interpreted and administered consistent with the provisions of the Illinois School Code, Sections 24-5 and 24-6. Two (2) sick leave days per year may be used as personal leave subject to the following conditions:

1. Personal leave shall be subject to advance request of the Building Principal (if possible) and shall be conditional upon the approval of the Building Principal.
2. Approval shall not be unreasonably withheld except that approval may be denied where efficient operation of District might be negatively impacted by the absence
3. The District may inquire of the Employee as to the reason for the personal leave request. Nothing herein shall require Employee to give a reason for his/her leave.

Nothing herein shall prevent the Board from allowing Any Employee absence for purposes of bereavement of persons not covered by the School Code definition of immediate family, provided however, the Employee desiring such bereavement leave shall make request in advance of the appropriate building administrator. Both the decision to grant or deny such leave and the decision as to the type of leave shall be at the sole discretion of the Board.

B. Sick Leave Notification

The Employer shall furnish each Employee with a written statement at the beginning of each Employee work year setting forth the total sick leave credit.

C. Bereavement Leave

1. Each Employee shall be granted up to one (1) bereavement day with pay per occurrence to be used in the event of the death of the employee's co-worker, aunt, uncle, niece, nephew, or cousin.
2. Each Employee shall be granted up to two (2) bereavement days with pay per occurrence to be used in the event of the death of the employee's grandfather-in-law or grandmother-in-law.
3. Each Employee shall be granted up to three (3) bereavement days with pay per occurrence to be used in the event of the death of the employee's brother, sister, legal guardian, children-in-law, grandchild, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law or foster child.

4. Each Employee shall be granted up to five (5) bereavement days with pay per occurrence to be used in the event of the death of the employee's spouse, child, stepchild, father or mother.
5. Bereavement leave shall not accumulate and is not transferable. Bereavement day(s) taken pursuant to this clause shall not be deducted from sick leave.

D. Jury Duty and Court Appearances

Any Employee called for jury duty or subpoenaed to testify in court on a matter to which the Employee is not a party in interest shall suffer no loss of salary or benefit, provided however the Employee shall reimburse the District for any payment received, exclusive of mileage or expense reimbursement, for such court appearance. If the Employee fails to reimburse, the District shall have the option of making a salary deduction for any such payment the Employee receives.

E. Leaves of Absence without Pay

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

Each leave of absence shall be of the shortest possible duration to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) year may be granted to Employees according to the following conditions:

1. Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired and is subject to approval by the Board.
2. Dates of departure and return must be mutually acceptable to the Employee and administration and determined prior to any final action on the request.
3. Leaves may be granted for:
 - a. Advanced study leading to a degree in an approved university at board's discretion.
 - b. Military service
 - c. Maternity and childcare
 - d. Other reasons acceptable to the Board
4. Employees on such leave may continue insurance benefits if they reimburse pro-rata costs of benefits for which they apply, provided the carrier permits same;
5. Employees will not advance on the salary schedule while on the approved leave without pay unless working at least eighty-eight (88) days during the school year in which the leave was taken; and
6. The Board may waive the above restrictions at its discretion.

ARTICLE X

PERSONNEL FILE

A. Placement of Materials in File

An Employee shall be notified and given a copy before any disciplinary material is placed in his or her file. Disciplinary material shall include written reprimands, written warnings, and notices to remedy.

B. Right to Respond to Materials in File

The Employee shall have the right to respond to any material in his/her file, and his/her response shall be attached to the file copy of the material.

C. Right to Review File

An Employee shall be permitted to examine his/her personnel file during the regular business hours of the central office. An Association representative may accompany the Employee at the Employee's option.

D. Right to Reproduce Materials in File

Upon request, the Employer shall provide the Employee with one (1) copy of the materials in the Employee's personnel file.

ARTICLE XI

EMPLOYEE EVALUATION

A. Evaluation Procedure

Before any formal evaluation is performed, the evaluator shall make the Employee aware of evaluation procedures, instruments, and job descriptions.

B. Evaluation Requirements

1. A probationary Employee shall be formally evaluated not less than once during the Employee's probationary period. A "probationary Employee" shall be any individual who has not worked for the District for a period of one hundred fifty (150) consecutive days.
2. Non-Probationary Employees shall be formally evaluated not less than once during each employment year.
3. Each formal evaluation shall be in writing, and the Employee shall receive a copy.
4. The Employee shall have the right to respond to any evaluation and have his/her response attached to the file copy of the evaluation.

C. Other Provisions

1. All Employees shall have the right to have Association representation present at evaluation conferences other than routine meetings.
2. If an evaluator believes an Employee's work is unsatisfactory, the evaluator shall state the deficiencies in the evaluation and recommendations, if applicable.
3. Job descriptions shall be maintained by the Employer and in each building. Employees shall be given a copy of their job descriptions and any revisions thereto.
4. The administration shall establish an evaluation form and shall evaluate non-certified staff.

ARTICLE XII

GRIEVANCE PROCEDURE

A. Definition

A grievance shall be any claim by the Association or any Employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

B. Procedure

The parties acknowledge that it is usually most desirable for the Employee and the Employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the Employee, an Association representative may accompany the Employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the Employee or the Association, a grievance may be processed as follows:

1. STEP I – The Association, on behalf of the employee, may present the grievance in writing to the immediately involved supervisor within twenty (20) days of the event giving rise to the grievance. The supervisor will arrange for a meeting to take place within seven (7) days after receipt of the grievance. The Association's representative, the grievant and the immediately involved supervisor shall be present for the meeting. Within seven (7) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response.
2. STEP II - If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within seven (7) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days of the meeting, the Association shall be provided with the Superintendent's written response.
3. STEP III - If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration. The demand for arbitration shall be submitted to the Federal Mediation and Conciliation Service with the request for a list of five (5) arbitrators. The arbitrator shall be selected by the parties alternately striking names with the moving party striking first name. If a demand for arbitration is not filed within thirty (30) days of the date for the Step Two answer, then the grievance shall be deemed withdrawn.

C. General Provisions

1. Mediation

Upon mutual agreement of the parties, the Federal Mediation and Conciliation Services (FMCS) process shall be used instead of the Expedited Arbitration Rules of the American Arbitration Association or Voluntary Labor Rules.

2. Expenses

The fees and expenses of the arbitrator shall be shared equally by the parties.

3. Time Limits

All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term or during the summer; then, time limits shall double and consist of all weekdays.

4. Bypass to Superintendent

If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

5. Bypass to Arbitration

If the Superintendent and/or School Board President agree, a grievance may be submitted directly to arbitration.

6. Class Grievance

Class grievances involving more than one (1) Employee or more than one (1) supervisor, and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.

7. No Reprisals

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

8. Release Time

Should the Board require than an Employee be released from his/her assignment in order to process a grievance, the Employee shall be released without loss of pay or benefits.

9. **Grievance Withdrawal**

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

10. **Association Participation**

The Association's grievance representative shall participate in the processing of any grievance at any level, and no Employee shall be required to discuss any grievance if the Association's representative is not present.

11. **Filing of Materials**

All records related to a grievance shall be filed separately from the personnel files of the Employees.

12. **No Written Response to Grievances**

If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

13. **Zipper--Arbitration**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing, and his/her decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

ARTICLE XIII

COMPENSATION AND RELATED PROVISIONS

A. Life Insurance and Accidental Death and Dismemberment

The Board shall pay on behalf of each Employee for a life insurance and accidental death and dismemberment policy with a face amount of \$25,000 per individual covered.

B. Health Insurance

1. The Board agrees to pay \$378.89 a month toward a 42322 Blue Cross Blue Shield health insurance policy for qualified employees. Eligibility, benefits, and conditions for obtaining benefits shall be governed by the plan documents. Qualifying employees would be given the opportunity to apply the allotment to 1) \$250.00 deductible plan i.e., 42322 BCBS or 2) 1807 HSA. The board shall make available a Delta Dental insurance policy, if available, to employees with employees paying the entire premium.
2. During the second year of the labor agreement, the Board agrees to pay any monthly increase for a single person 42322 Blue Cross Blue Shield health insurance policy for qualified employees. Eligibility, benefits, and conditions for obtaining benefits shall be governed by the plan documents. Qualifying employees would be given the opportunity to apply the allotment to 1) \$250.00 deductible plan i.e., 42322 BCBS or 2) 1807 HSA. The board shall continue to make available a Delta Dental insurance policy, if available, to employees with employees paying the entire premium. Employees who work less than 35 hours a week will not be eligible for health insurance. All currently employed (hired prior to 4/17/10) full-time employees will be “grandfathered” and will continue to receive the health insurance benefit.
3. During the third year of the labor agreement, the Board agrees to pay up to 110% of the premium increase over the 2010/2011 school year for a single person 42322 Blue Cross Blue Shield health insurance policy for qualified employees. MCEEA employees will split the cost of any increase exceeding the 10% increase. Eligibility, benefits, and conditions for obtaining benefits shall be governed by the plan documents. Qualifying employees would be given the opportunity to apply the allotment to 1) \$250.00 deductible plan i.e., 42322 BCBS or 2) 1807 HSA. The board shall continue to make available a Delta Dental insurance policy, if available, to employees with employees paying the entire premium. Employees who work less than 35 hours a week will not be eligible for health insurance. All currently employed (hired prior to 4/17/10) full-time employees will be “grandfathered” and will continue to receive the health insurance benefit.
4. The Board shall maintain a Section 125 Salary Redirection Agreement to shelter health insurance premiums for existing payroll deduction health insurance companies as long as allowable by law.

5. An insurance committee consisting of three School Board members or designees, three Association members (two MCEA and one MCEEA) selected by each Association President respectively, and the Superintendent or his/her designee, as an ex-officio member, shall be given, within ten (10) days of receipt, all reports including but not limited to, an any and all renewal packets, marketing and claims reports, RFP's results as prepared by the agent or consultant, spreadsheets, electronic communications etc., and review coverage, deductibles and premiums two (2) times per year, and make recommendations for any changes to the School Board and the Executive Committee of the Association(s). The School Board and the Association(s) Executive Board must both approve any recommendations prior to implementation.

C. Mileage

Employees who are required to use their own vehicles in the performance of assigned duties shall be reimbursed for all such travel at the IRS rate that is in effect on July 1 each year.

D. Pay Periods

Each Employee shall be paid on the basis of twenty-six substantially equal installments. Payments shall be made every other Friday, except that when pay days fall on a weekend or during a holiday period, paychecks will be issued the last teaching day prior to the weekend or holiday period.

E. Job-Related Classes

If an Employee is required by the Employer to attend a job-related class or course, the Employer shall pay for tuition, course fees, books, and/or other vouchered and pre-approved expenses.

F. 403(b) Program

The District provides a 403(b) service to the employees. A third party administrator manages the program for the district. Employees desiring to participate in the 403(b) program must submit the name and contact information to the bookkeeper who will then contact the third party administrator to set up an automatic pre-tax payroll deduction arrangement. There are certain restrictions on the types of investments allowable. Eligibility and benefits shall be stated in the plan documents.

ARTICLE XIV

RETIREMENT

A. Retirement Insurance

An Employee, with ten (10) years of district service, who retires from the District in good standing shall be permitted to remain in the District's hospital-surgical-major medical program with the same coverage the Employee had on the first day of the last work year before the Employee retired at the sole cost and expense of the employee.

B. Retirement Bonus

Employees shall be entitled to receive a retirement bonus in each of the final two (2) years of service provided the employee has completed fifteen (15) years of service as an employee of the district and is at least sixty (60) years old. If these two criteria are met, the employee will be paid a bonus of five (5) percent for each year worked in District # 404 and/or one of the pre-successor districts on top of the regular salary in the final two (2) years of service. The bonus is in addition to any cost of living raise that may be granted to employees during that final year.

ARTICLE XV

GENERAL PROVISIONS

A. 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 the written, mutual consent of the parties.

B. Distribution of Agreement

Within thirty (30) days after the Agreement is signed, the Board shall have prepared at its expense sufficient copies of the Agreement for distribution of a copy to each current Employee or Employee hereinafter employed during the term of this Agreement. Such copies shall be delivered to the Association for distribution. The Board shall have prepared at its expense each altered page due to mid-term negotiations or error. New Employees will receive a complete copy. Such pages shall be delivered to the Association for distribution.

C. Savings Clause

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

ARTICLE XVI

NO STRIKE PROVISION

Neither the Association nor any Employee acting individually or in a group shall directly or indirectly engage in any strike, work slowdown or other job action that in any way interrupts or interferes with the delivery of educational services during the life of this Agreement. The Board shall not lock out any Employee during the life of this Agreement.

ARTICLE XVII

DURATION

This agreement shall be effective from 12:00 a.m. from July 1, 2009 and shall continue in effect through 11:59 p.m. of June 30, 2012 except as otherwise modified in this Agreement.

ASSOCIATION

BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

Date _____

Appendix 1
Salary Schedule

Custodians	2009/2010
Roxanne Griffin	9.00
Kyle Matlick	9.00
Christina Whitmore	9.00
Susie Mizner	10.25
Casie Ferguson	11.50
Lyla Giles	11.50
Pam Nelson	11.50
Cliff Nesbitt	11.50
Steve Peterson	11.50
Sheila Brown	13.00
Jerry Schwartzkopf	13.00
Rhonda Christie	13.50
Mike Lingafelter	14.00
Candy Swank	14.00
Dave Schwartzkopf	14.25
John Koresko	15.00
Robert Hoffman	16.88
Cooks	
Teresa Gilbert	8.30
Melody Mitchell	8.30
Bridget Jones	8.30
Eva Kellet	8.30
Amanda Gray	8.30
Bobbi Jo Frieden	8.50
Marilyn Faulkner	8.45
Shane Nelson	8.80
Robin Mital	9.30
Cheryl Miner	9.30
Julie Oary	9.30
Angie Aukes	9.59
Sara Long	9.59
Pennie Ringle	10.45
Joan Luxmore	12.00

All MCEEA employees will receive a 20 cent raise for 2010/2011

All MCEEA employees will receive a 20 cent raise for 2011/2012