

Collective Bargaining Agreement

Between

**The Edwards County
Community Unit District #1**

And

**The Edwards County
Support Personnel**

**For the School Year of
2021-2025**

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ARTICLE I RECOGNITION

- 1.1 The Board of Education of Edwards County Community Unit District No. 1 Albion, Edwards County, Illinois, hereinafter referred to as the "Board" hereby recognizes Edwards County Support Personnel, IEA/NEA, hereinafter referred to as the "Association," as the exclusive bargaining representative for all regularly employed full-time and part-time Aides, Cafeteria, Custodians which includes groundskeeper, Maintenance, and Secretarial employees of the District, with the exception of the Superintendent's Secretary, Secretary for the Director of Transportation, Cafeteria Director, Technology Coordinator and all supervisory, managerial, confidential or short-term employees as defined by the Illinois Educational Labor Relations Act.
- 1.2 During the life of this Agreement, the Board agrees not to negotiate with 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

ARTICLE II NEGOTIATIONS PROCEDURE

- 2.1 Each party shall select its negotiating team.
- 2.2 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 are not available. Any cost incurred as a result of such mediation service shall be shared equally between the Board and the Association.
- 2.3 Negotiations shall begin no later than May 1.
- 2.4 Negotiations sessions shall be closed meetings.
- 2.5 Any item tentatively agreed to will be initialed at the meeting in which the Agreement is reached. Copies will be provided to both parties.

ARTICLE III GRIEVANCE PROCEDURE

- 3.1 **Definitions.** A grievance is defined as a complaint by an employee, group of employees or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
- 3.2 **Time Limits.** All time limits shall consist of school days except when a grievance is submitted during the summer, when the time limits shall consist of days when the District Office is open.
- 3.3 **Procedure.** The parties acknowledge that an employee and the employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

Step I The grievant shall present the grievance in writing within twenty (20) days of the occurrence of the event-giving rise to the grievance, specifying the article and clause alleged to have been violated and stating the remedy sought, to the immediately involved supervisor. The immediately involved supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance.

The grievant, Association's representative and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the Association shall be provided with the supervisor's written response, including the reasons for the decision.

Step II If the grievance is not resolved at Step I, the grievant may refer the grievance to the Superintendent or his/her official designee within twenty (20) days after Step I meeting. The Superintendent shall arrange, with the grievant (Association representative), for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

Step III If the grievance is not satisfactorily resolved at Step II or the time limits expire without issuance of a written response, the grievant may refer the grievance to the Board twenty (20) days after the Step II meeting. The Board shall schedule the grievance for the agenda of its next regularly scheduled Board meeting after receipt of this request. The grievant shall have the right to include such witnesses and representation as he/she deems necessary. Within ten (10) days of the Board hearing, the Board will issue in writing its final and binding decision.

Step IV Should the Association not be satisfied with the Step 3 answer or should the time limits expire, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association under the rules shall be used for the grievance resolution.

The cost of the arbitrator and the AAA shall be shared equally by the Board and the Association. Each party shall pay the cost of its own representative. Should one party require a transcript of the hearing it shall pay the cost. Should the other party desire a copy of the transcript, it shall pay one-half (1/2) of the cost.

Failure to file for arbitration within twenty (20) days of the decision of the Board shall prevent the arbitration.

3.4 **Bypass to Superintendent.** If the grievant and the Superintendent agree, the supervisor's step of the grievance procedure may be bypassed and the grievance brought directly to the Superintendent.

3.5 **Class Grievance.** Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at the Superintendent's step.

3.6 **No Reprisals Clause.** No reprisal shall be taken by the Board or the Administration against an employee because of his/her participation in a grievance.

3.7 **Grievance Withdrawal.** A grievance may be withdrawn at any level without establishing precedent.

3.8 **Extension of Timelines.** The timelines for responding may be extended by mutual agreement.

ARTICLE IV WORKDAY AND WORKYEAR

4.1 The work year / day for non-certified employees shall be as follows:

- | | | |
|----|----------------|-------------------------------------|
| A. | Aides | 177 day work year; 7 hours per day |
| B. | Cooks | 179 day work year; 7 hours per day. |
| C. | Head Cook | 179 day work year; 8 hours per day |
| D. | Breakfast Cook | 179 day work year; 8 hours per day |
| E. | Cashier | 179 day work year; 4 hours per day. |
| F. | Kitchen Helper | 179 day work year; 3 hours per day. |

G.	Custodians	Full Time	260 day work year; 8 hours per day
		Part Time	176 day work year; 4 hours per day
		Part Time	260 day work year; 4 hours per day
H.	Groundskeeper	March to November	8 hours per day
I.	Maintenance	260 day work year; 8 hours per day	
J.	Secretaries	9 month: 4 hours per day	
		10 month: 7 hours per day	
		11 month: 7 hours per day	
		12 month: 7 hours per day	

4.2 **Early Release/Dismissal.** If mutually agreed between the employer and employee, the employee may leave at the end of the student day if the employee works during his/her lunch break.

- 4.3 **Scheduled Break - Aides.** Each full-time employee shall be entitled to a fifteen (15) minute break during the employee's scheduled work day, and a duty free lunch not less than thirty minutes. The break is not to be taken during the first or last thirty (30) minutes of the day and the break must be established in cooperation with the employee and building administrator.
- 4.4 **Scheduled Break for Cooks.** Each full-time employee shall be entitled to two fifteen (15) minute breaks that shall be included in the employees hours worked per day.
- 4.5 **Scheduled Break - Secretaries.** Each full-time employee shall be entitled to a fifteen (15) minute break and an unpaid lunch of one (1) hour at the Grade School and at the High School, and a forty-five minute unpaid lunch at West Salem.
- 4.6 **Assignment.** The Superintendent or his designee will make every effort to inform each employee of his/her tentative assignment by mid May. Should changes, adjustments, and/or transfers in assignment(s) be necessary after the initial notification date, the employee will be notified in writing as soon as possible.
- 4.7 **Paid leaves,** holidays, vacation days, and calamity days shall all count toward meeting the above workweek requirements.
- 4.8 **Emergency School Closing.** Nothing in this article shall require any employee, other than custodians, to report for work in cases where severe inclement weather or other Acts of God prevent such employee from reporting or where reporting to work would present an immediate safety hazard to such employee.

- 4.9 **Probationary Period for Non-Certified Employees.** Newly hired employees shall be considered probationary during their first ninety (90) days of employment. Seniority will be retroactive at the end of the probationary period.
- 4.10 **Schedule Break- Custodian and Maintenance.** Each full-time employee shall be entitled to two (2) 15 minute breaks and an unpaid lunch break of 30 minutes.

ARTICLE V HOLIDAYS AND VACATION

- 5.1 All twelve (12) month employees shall receive all school vacation days and legal holidays.
- 5.2 The following days shall be recognized as legal holidays: Columbus Day, Labor Day, Veterans' Day, Thanksgiving Day and the Friday following, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Lincoln's Birthday **or President's Day (dependent upon which day is observed from year to year)**, Memorial Day, Casimir Pulaski's Birthday, Good Friday, and Independence Day.
- 5.3 The following vacation shall be granted to all twelve (12) month employees who have completed the years indicated below:
- | | |
|-----------------------------------|---------|
| After 1 year continuous service | 5 days |
| After 2 years continuous service | 10 days |
| After 10 years continuous service | 15 days |
- 5.4 Requests for vacation shall be submitted to the administrator to whom the employee is responsible and must be approved by the Superintendent and/or his/her designee. Every effort shall be made to meet the desires of the employee and the needs of the school system in establishing vacation dates. Vacations shall be taken during the time when school is not in session, except by special arrangements with the superintendent or the Superintendent's designee. The Superintendents or supervisor shall keep a record of vacations earned and the dates taken.
- 5.5 Vacation time shall be issued on August 1 and used by July 31 or the employee shall lose it.
- 5.6 On years the District waives holidays and has a day of student attendance, full time educational support personnel shall be entitled to an equivalent number of days off work at their regular daily rate of pay. These days will be taken subject to administrative approval.
- 5.7 Vacation may be used in one-half ($\frac{1}{2}$) day increment.

ARTICLE VI ASSOCIATION RIGHTS

- 6.1 **Board Meetings.** The President of the Association or the President's designee shall be given written notice of all regular and special meetings of the Board, together with a copy of the agenda, at least twenty-four (24) hours prior to the scheduled time of such meeting.
- 6.2 **Board Minutes.** Following approval by the Board of Education, one (1) copy of all official open Board minutes shall be placed in the mailbox of the President of the Association.
- 6.3 **Association Days.** Should the Association send representatives to local, state, or national conferences or on other business pertinent to the Association affairs, these representatives shall be excused without loss of salary providing that the Association shall reimburse the district for the cost of the substitute. The President of the Association shall submit written notification for leave to the Superintendent by five (5) school days in advance of said leave. No more than three (3) employees will be granted leave, not to exceed three (3) days, for the same business or conference, and no employee may receive more than one (1) such leave per year.
- 6.4 **Right to Communications with Members.** The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards and may use the district mailboxes for communication to bargaining unit members.
- 6.5 **Personnel File.** Each employee shall have the right upon twenty-four (24) hours advance notice to the appropriate administrator to review the legally disclosable content of said employee's personnel file in accordance with the Personnel Record Review Act. Such review shall be held during regular District business hours or at any other time by mutual agreement. After having reviewed the file with the Superintendent or his/her designee, the employee shall have the right to attach a letter of explanation to any discipline letter(s) in their file.
- 6.6 **Dues Deduction.** 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 annually be certified by the Association. Upon receipt of any revocation, the Board shall notify the Association in writing of same. All dues deducted by the Board shall be remitted to the Association's designee no later than thirty (30) days after such deductions are made. Payroll deductions shall be equally deducted over 24 pay periods.
- 6.7 **Right to Use of Equipment.** The Association shall have the right to use in building telephones, typewriters, duplicating machines, computers, facsimiles, and any electronic and/or non electronic equipment normally available.
- 6.8 **Printing of Contracts Costs and Distribution.** Within thirty (30) days after both parties sign the Agreement; copies of the Agreement shall be printed with the expense shared by

the employer and the Association and presented to the Association for distribution to each bargaining unit member by the employer.

- 6.9 **Meetings.** The Association may use school facilities after school hours for meetings if approved by the building administrator at least two (2) days prior to meeting and provided this does not conflict with regularly or previously scheduled building or District use.
- 6.10 **Changes in Existing Board Policy and Procedure.** Notification of changes and/or proposed changes in Board Policy that affect bargaining unit members and/or their jobs will be given to the Association President five (5) days after the Board meeting when the proposed policy was initially discussed. However, nothing precludes the Board of Education from acting on a policy change at the meeting in which a policy is originally presented should the Board of Education feel time constraints or other mitigating factors necessitate such an action.

ARTICLE VII LEAVES

- 7.1 **Sick Leave.** All full-time employees shall have twelve (12) full days of sick leave per year and may accumulate to a total of two hundred thirty (230) days. Part-time employees working more than 300 but less than 600 hours shall receive (6) sick leave days each of which shall be equivalent to the hours they work per day. Those working less than 300 hours shall receive no sick leave. For purpose of this section, "full-time employee" is defined as an employee who works at least 600 hours per year.
- 7.2 Sick leave shall be interpreted to mean personal illness, pregnancy and related conditions, quarantine at home, serious illness or death in the immediate family or household and for the use of adoption and births.
- 7.3 For purpose of this section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step children, and legal guardians.
- 7.4 Sick leave may be used in one-half (1/2) day increments.
- 7.5 **Personal Leave.** The Board shall grant Three (3) days per year to each full-time employee for personal leave at no cost to the employee. At least three (3) days' advance notice requesting leave must be given in writing to the building Principal or his/her designee. Unused personal leave shall be converted to accumulated sick leave. In case of an emergency, the advance notice requirement shall be waived. Part-time employees receive (1) personal day.

Personal leave days shall not be scheduled immediately prior to or following a vacation or holiday period nor during the first five (5) days nor the last five (5) days of the school year. The Superintendent may, however, in his sole discretion, grant not to exceed one (1) of the two (2) personal leave days for unusual, non-reoccurring types of situations on days preceding or following vacations or holidays.

The Administration reserves the right to deny personal leave where the notification on any given day in any building results in a hardship to the district. The date and time of submissions of the written notification will be the determining factor in establishing priorities with the earliest notification receiving first priority.

- 7.6 Personal leave may be used in one-half (½) day increments.
- 7.7 **Civil Leave for Juror or Witness Service.** An employee who is subpoenaed as a witness for a work-related issue in a civil or criminal case, or is called and serves on a jury, shall be granted paid leave for that period of time he/she is unable to report to work. The employee will endorse over to the District the per diem monies received for serving as a juror or witness.

- 7.8 **Professional Days.** Employees shall be granted two (2) professional leave days to obtain or attend District required certificates and/or training. If not used, these days would not accumulate and could not be used for any other purpose.

In addition, employees may request pre-approval of training opportunities, workshops and/or seminars which are related to the employee's job and shall receive a level of reimbursement for registration and related fees upon completion, as approved by the Superintendent. Other expenses may be reimbursed in accordance with District policy. Appropriate in-service training may be scheduled for District employees as well.

- 7.9 **Leaves for Service in the Military and General Assembly.** Educational Support personnel receive military and General Assembly leaves on the same terms and conditions granted professional staff.

- 7.10 **Bereavement Leave.** Employees covered by this Agreement shall be allowed two (2) days bereavement leave, with pay, with employee paying cost of substitute, for death in the immediate family. Immediate family, for the purpose of this section, shall include parents, spouse, brothers, sisters, children, step children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Bereavement leave may be used in on-half (1/2) day increments

- 7.11 **Catastrophic Leave.** A catastrophic illness and/or injury is an acute or prolonged illness or injury that is considered life-threatening or with the threat of serious residual disability which results in the employee's inability to work.

1. Examples of catastrophic illness or injury

- a. Serious debilitating illness, impairment, or physical/mental condition that involves treatment.
- b. High intensity/high frequency of treatment encounters necessary for a chronic or long-term condition that is so serious that, if not treated would likely result in an extended period of incapacity or death.

2. Exclusions

- a. Paid catastrophic leave is not applicable unless employee has exhausted his/her accumulated sick leave.
- b. Elective surgery does not qualify as a catastrophic illness or injury.
- c. Most leaves associated with pregnancy are not covered by catastrophic leave. Complications arising from a serious health condition for mother or child may be considered for eligibility.

3. This program does not cover time off due to job-incurred injury covered by workers compensation.

4. In the event an employee suffers from a catastrophic illness and has exhausted his/her accumulated sick leave and personal leave, the catastrophic leave committee will determine eligibility for catastrophic leave. The committee shall consist of three (3) support staff, one (1) from each attendance center and a minimum of one (1) administrator. The purpose of the committee will be to determine recipient eligibility and duration for catastrophic leave. Eligibility and duration will be determined following the guidance of catastrophic leave and by consensus of the committee.

5. Paid sick leave days may be granted by individual employees but may not exceed more than three donated days per employee annually. Those employees wishing to donate per qualifying event must submit written authorization to the District Office stating their intent.

ARTICLE VIII

SENIORITY, REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

8.1 **Definition of Seniority.** For the purpose of this section, seniority shall mean the length of continuous service in the district within the respective category in which he/she is employed. Seniority shall begin from the employee's first working day within the respective category.

- 8.2 **Ties in Seniority.** In the event of a tie in seniority among two or more bargaining unit members, the order of signed notice of employment at the time of initial employment shall determine the order of lay-off.
- 8.3 **Seniority List.** On or before February 1, the Board shall provide the Association with a seniority list for all employees categorized by positions indicating the employee's name, date of employment, and years of continuous service.
- 8.4 **Loss of Seniority.** Employees shall lose their seniority and employment rights under the following conditions: resignation, termination, retirement, or being on layoff status beyond the School Code requirements.
- 8.5 **Classifications within the Bargaining Unit.** For the purpose of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignment: Aides, Cafeteria, Custodians including groundskeepers, Maintenance and Secretary.
- 8.6 **Part-Time Bargaining Unit members.** Part-time bargaining unit members shall accrue seniority and other benefits with respect to wages, hours, and terms and conditions of employment on a prorated basis.
- 8.7 **Changes in Job Classification Category.** If an employee changes a job classification category, the employee shall not carry his/her previous seniority into the new classification but the employee retains accrued seniority and ranking in his/her previous category.
- 8.8 **Procedure for Layoff.** No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall be notified of said layoff at least thirty (30) days prior to the effective date of the layoff.
- 8.9 **Reduction of Work Hours vs. Layoff.** There shall be no reduction in the normal work hours provided for any employee or position without first negotiating with the Association.
- In no case shall a reduction of any employee's work hours take effect until at least thirty (30) workdays after written notice to the affected employee is given by the employer. In the case of a reduction of hours due to an unforeseen reduction in student population, the school district will give at least a 5-day written notice to the affected employee.
- 8.10 **Fringe Benefits/Laid off Employees.** Laid off employees may continue their health insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the employer.
- 8.11 **Recall Right, Notices and Procedures.** If the board has any vacancies for the following school or within one calendar year 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 from that category of position, so far as they are qualified to hold such positions. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notices shall state the time and date on which the member is to report back to work.

- 8.12 **Employee's Obligation to Respond to Recall.** It shall be the employee's responsibility to keep the Superintendent's Office notified as to his/her current mailing address. A recalled employee shall be given ten (10) business days from receipt of notice to report to work.

The Board may fill the position on a temporary basis until the recalled employee reports within the same ten (10) business day period.

An employee who declines a recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Employees on layoff shall accrue seniority during the period of such layoff.

ARTICLE IX COMPENSATION, PAY DATES AND RELATED PROVISIONS

- 9.1 **Salary.** The salary shall be set forth for the following school years as follows.

For the salaries during the 2021 – 2025 contract period will be figured as follows:

Employees who are making less than \$15 an hour will annually receive a \$1 hour increase.

Once an employee's hourly amount reaches \$15, annual increase will be 6%.

- 9.2 **Insurance.** The Board of Education shall provide the following monthly payment toward the cost of hospitalization, major medical, dental and/or vision premiums for each fulltime employee in District #1 during the duration of the contract.

2021 – 2022 \$510.00

2022 – 2023 \$520.00

2023 – 2024 \$530.00

2024 – 2025 \$540.00

For the purpose of this section, full-time employees will be defined as those employees working 600 or more hours in a school year.

Insurance Committee. The Insurance Committee shall consist of four (4) teachers, **two (2)** non-certified staff and a minimum of one (1) administrator. The purpose of the Committee will be to determine the best possible benefits and/or coverage for the needs of the full-time employees of District #1. The committee will solicit bids as needed from prospective carriers and will develop an insurance plan to be recommended for approval. Final approval of the health insurance plan rests with the Association.

- 9.3 **Pay Periods.** Each employee shall be paid on the 7th and the 21st of each month. Employee shall receive his/her check on a twelve (12) month basis.
- 9.4 **Pay Days – School not in Session.** If a regular pay date falls on a day when the schools are not open for business, then the employee shall receive pay on the last workday preceding the scheduled pay date.
- 9.5 **Overtime.** Employees who work above the standard work week shall be compensated at the rate of one and one-half (1 1/2) times the normal rate, or employees can use compensatory and/or flex time for hours worked beyond the standard work week. The employee must inform the building Principal or his/her designee in writing their choice of compensatory/or flex time by May 1 of each year. Any overtime must be approved by the administration.
- 9.6 **Holiday Overtime.** All work on holidays will be compensated at double time.
- 9.7 **Payment to IMRF.** The Board shall pay the full employee contribution for each eligible employee's state retirement benefits to be applied to the retirement account of such employee. Such payments shall be based upon an employee's salary and extra duty schedule payments.

ARTICLE X WORKING CONDITIONS

- 10.1 **Definition of Vacancy.** A vacancy shall be defined, as a position within the bargaining unit presently unfilled, including newly created positions.
- 10.2 **Filling of Vacancies.** A vacancy will be filled in the following order:
1. Employees who are on layoff and/or RIF'd status;
 2. Employees being transferred within their classification within a building/department.
- 10.3 **Definition of Transfer.** Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit, including changes in

classification, buildings, departments, as well as changes of positions within the same building/department.

- 10.4 **Posting of Vacancies.** Vacancies occurring within the bargaining unit, including newly created positions, shall be posted on a designated bulletin board in each district building, along with a copy of such posting sent to the Association. Postings as above described shall be posted at least five (5) school days prior to being filled. Such posting shall contain the information listed below numbered one (1) through five (5). Consideration will be given to current employees who apply.
1. Type of work
 2. Starting date
 3. Relevant pay information
 4. Hours to be worked
 5. Minimum requirements
- 10.5 **Summer Notification.** The employer shall continue to post vacancies within the bargaining unit, including newly created positions, on a designated bulletin board in each district building, along with a copy of such posting to the Association.
- 10.6 **Involuntary Transfers.** When an adequate number of volunteers are not obtainable, such transfers shall be made based upon administrative decision. It is understood that such relocation of staff will often need to be done within a specific classification.
- 10.7 The Cafeteria Director shall make every effort to secure a substitute when any K-12 cafeteria worker is absent. The West Salem Head Cook will be responsible for subs at that facility.
- 10.8 **Traveling Employee.** Any traveling employee shall be provided with a schedule that provides a thirty (30) consecutive minute, duty-free lunch period which is not infringed upon traveling time.

EXAMPLE

Schedule A

7:45 – 11:25	Work Assignment
11:25 – 11:45	Travel Time
11:45 – 12:15	Lunch
12:15 – 3:15	Work Assignment

- 10.9 **Mileage Reimbursement.** Employee's conducting District business requiring travel between West Salem and Albion after reporting to work at the employee assigned site, the

employee shall be reimbursed the cost of travel on one way at the District's rate. Payment will be aggregated and made in December and June.

ARTICLE XI

EMPLOYEE EVALUATION PROCEDURE

- 11.1 **Review of Procedures.** At the commencement of each school year, each supervisor shall advise the employees of the evaluation procedures and instruments. New employees hired during the school year shall also be advised of the evaluation procedures and instruments.
- 11.2 **Informal Observations.** Employees may be informally observed by their supervisors without advance notice to the employee. If the informal observation shall be used as part of an evaluation, it shall be discussed with the employee within ten (10) work days after the observation.
- 11.3 **Formal Evaluations.** Employees shall be entitled to at least one formal evaluation every school year conducted by their supervisor. The format of the evaluation instrument and the explanation thereof will be given to each employee at the beginning of each school year and shall be consistent for all employees.
- 11.4 **Post-Evaluation Procedures.** All evaluations shall be reduced to writing and a copy given to the employee as soon as practical. The evaluator shall have a meeting with employee as soon as possible, but within fifteen (15) school days to discuss the evaluation. Nothing herein shall prohibit the parties from establishing a mutually agreed upon date outside the time limits set forth herein. The employee shall have the right to attach comments to any evaluation placed in his/her personnel file.

ARTICLE XII

EMPLOYEE DISCIPLINE AND DISMISSAL

- 12.1 **Right of Representation.** When an employee is required to appear before the Board/Administration concerning any matter which could adversely affect the employee's employment, the employee's position, or the employee's salary, the employee shall be entitled to have a representative of the Association present. Further, when an employee is required to appear before the Board, the employee shall be advised in writing of the purpose at least forty-eight (48) hours in advance notice of the meeting.

ARTICLE XIII
EFFECT OF AGREEMENT, NO STRIKE CLAUSE, AND SAVING
CLAUSE

- 13.1 **Effect of Agreement.** Upon approval by the Association and the Board, the effective date of this contract shall be August 12, 2020, and shall continue in effect until the thirtieth day of June 2021.
- 13.2 **No Strike Clause.** The Association agrees that it will not strike or engage in a work stoppage for the duration of this contract.
- 13.3 **Saving Clause.** Should any article, section, or clause in this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining article, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article section or clause.
- 13.4 **Management Rights.** Employer shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the function of the Employer, standards of service, its overall budget, the organizational structure and selection of new employee and direction of employees.
- 13.5 **Complete Understanding.** The terms and conditions set forth in this Agreement represent a full and complete understanding between the parties.

ARTICLE XIV
ACCEPTANCE OF AGREEMENT

This Agreement is signed this 16th day of August, 2021

IN WITNESS WHEREOF:

EDWARDS COUNTY SUPPORT PERSONNEL
IEA/NEA EDWARDS COUNTY COMMUNITY
UNIT ASSOCIATION DISTRICT # 1

EDWARDS COUNTY
COMMUNITY UNIT SCHOOL
DISTRICT # 1 BOARD OF
EDUCATION

President

President

Secretary

Secretary