

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN CARY CONSOLIDATED SCHOOL
DISTRICT NO. 26
AND THE CARY EDUCATION SUPPORT PERSONNEL
ASSOCIATION (CESPA) IEA-NEA**

2021 - 2025

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ARTICLE I – RECOGNITION

The Board of Education of the Cary Community Consolidated School District 26, McHenry and Lake County, Illinois, hereinafter referred to as the “Board,” recognizes the Cary Education Support Personnel Association, IEA-NEA, hereinafter referred to as the “Association,” as the exclusive bargaining agent for the following bargaining unit of employees employed by the Board: All regularly employed full-time and part-time educational support staff, including paraprofessionals, bilingual reading coach, administrative assistants, human resources administrative assistant, office assistants, receptionist, payroll specialist, substitute caller, health aide, and registered nurses. These individuals are hereinafter referred to as “Employee(s).”

Excluded from this unit are: All regularly employed full-time and part-time Illinois State Board of Education licensed employees, supervisors, managers, confidential and short-term employees as defined by the Act, as well as executive assistants, accounts payable administrative assistant, finance coordinator, human resources coordinator, operations coordinator, technology coordinator, transportation supervisor, occupational therapists, occupational therapist assistants, physical therapists, bus drivers, bus paraprofessional, dispatcher, couriers, route coordinators, mechanic, lunchroom supervisors and technology specialists.

The Board of Education of Community Consolidated School District 26, hereinafter referred to as the Board, and the Cary Education Support Personnel Association, IEA-NEA, hereinafter referred to as CESPA, recognize the ultimate aim of the public schools is to provide the best education possible for the children and youth of the School District.

ARTICLE II – ASSOCIATION RIGHTS

2.1 Dues

Each bargaining unit member wishing to join the union shall sign a onetime only, membership form authorizing the Employer to deduct the membership dues, in an amount determined by the Union.

All monies so deducted shall be remitted to the Association by the Employer no later than ten (10) days following deduction. These monies shall be accompanied by an itemized list showing the employees' names and the amounts of the deductions. If the Union changes the amount of its dues, it will provide the District with at least thirty (30) days written notice prior to the effective date of the change.

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

The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and

The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Illinois Education Association and the Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.

If Fair Share salary withholding is ever held to be constitutional and lawful, the parties will meet to negotiate the effects of such a ruling.

2.2 New Employee Information

Upon hire, within ten (10) business days, the District will provide to the CESPAs President the name, address, phone number, location, job category, salary level, pay rate, regular number of hours of work of any newly hired employee, and whether the employee is full or part-time. The Association agrees to not divulge or release confidential information.

2.3 Use of School Facilities & Equipment

A. Bulletin Board Space

Bulletin board space shall be provided for the use of the Association in each school building for posting notices of activities and other matters of Association concern. The regular district inter-school mail service shall be made available to the Association for communications to employees.

B. School Equipment Use

With prior approval from the building principal, the Association shall have the right to use, but not to remove from the school building, school equipment. This includes computers and related peripheral equipment, calculating machines, and audio-visual equipment when such equipment is not otherwise in use. Only qualified individuals are permitted to operate the equipment, and the Association will pay the actual cost of all materials and supplies consumed in such case.

C. Association's Use of School Buildings for Meetings

Upon at least 24 hours' notice to and with approval of the building principal, except in the case of emergency, the Association shall have the right to use school buildings for meetings and to transact official Association business on school property provided that such business does not interfere with or interrupt school operations or previously scheduled events. When special custodial service is required, the Board may charge the community use rate for this service.

2.4 Association Leave

In the event that the Association desires to send appointed representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of wages for an aggregate amount of six (6) days in any school year, limited to three (3) days per individual unless approved by the Superintendent. A written request for approval of leave will be submitted to the Superintendent five (5) school days prior to the use of any leave days. A workday is defined by that member's regular workday hours. The Association will pay for the cost of substitutes necessitated by such leaves. The invoice will be sent to CESPA for the final reimbursement.

2.5 Monthly Superintendent Communication Meeting

- A. A meeting between the Superintendent and the CESPA Executive Board will be held each month to dialogue on problems and practices that affect the welfare of the children, educational support personnel, the school district in general, board policy, administrative procedures, and professionalism and ethics of the staff.
- B. The Superintendent, prior to September 30, shall schedule the first meeting with the CESPA Executive Board. Additional meeting dates may be arranged in mutual agreement with the CESPA President.
- C. Items CESPA or the Superintendent wish to discuss will be placed on an agenda and distributed prior to each meeting.

ARTICLE III – EMPLOYEE RIGHTS

3.1 Probationary Period

Newly hired employees will serve a probationary period of ninety (90) work days of employment which will start on the employee's first day of actual work. (Summer school will not be considered work days for the probationary period). The Administration may extend an employee's probationary period by an additional sixty (60) work days at its discretion and CESPAs will be provided with the rationale for the extension.

3.2 Professional Training and Orientation

A half-day of paid training/orientation prior to students first day will be offered on a voluntary basis for paraprofessionals by the District.

3.3 Discipline

The Board may terminate an employee involuntarily at any time and for any reason or for no reason during the employee's probationary period. After the employee's probationary period an employee's termination may only be grieved if it is both arbitrary and capricious. The recommendation to discharge an employee may be initiated by the Administration. Any employee whose termination is a result of an involuntary dismissal will be given an opportunity to conference with the Superintendent and review the reason(s) for the dismissal. The affected employee may have a representative of the employee's choosing present during the conference. The employee will be given an opportunity to respond to the reason(s) for the recommended dismissal and will be afforded an opportunity to meet with the Board of Education in closed session to review the recommendation.

3.4 Right of Representation

When an employee appears before the Board, principal, or the Superintendent concerning any matter which could affect the employee's basic employment or salary, the employee shall be entitled to have an Association representative present. Further, when an employee is required to appear before the Board, except in cases of emergency which affect the safety and welfare of children, other persons or property, he/she will be given forty-eight (48) hours prior written notice of the reasons for such a meeting.

3.5 Seniority

- A. Seniority shall be defined as the length of an employee's continuous full-time service in a category of position. The District will maintain a seniority list. Such list shall be provided in electronic format to the CESPAs President and posted in each attendance center by February 1st of each year.
- B. If an employee finds an error in his/her seniority placement, the employee shall notify the Human Resources Department in writing of any perceived error as soon as possible, but in no event later than ten (10) days after the list has been posted. If it is determined an error has been made, the employee and the President of CESPAs shall be notified and the correction will be made.
- C. If more than one employee starts employment on the same date, in the event of a reduction in the force, position on the seniority list shall be determined first by

length of continuous full-time employment with the District, next by total full-time employment plus part-time employment with the District (prorated), and finally by drawing lots.

ARTICLE IV – EVALUATION AND FILES

4.1 Evaluation

At the beginning of the school term, the building principal will review with the staff under his/her supervision, the staff evaluation procedures, standards and instruments. Each staff member is to be formally evaluated by an administrator a minimum of one (1) time per year.

4.2 Professional Development and Recognition Committee

By March 1st of each fiscal year a professional development committee made up of district administrators and CESPAs will meet to develop recommendations for professional development and training for all CESPAs. Each year the District will provide professional development to employees as recommended by the Professional Development Committee subject to the approval of the Superintendent. The committee will also generate and plan ideas to recognize staff members during the school year and promote a positive work culture. Activities must be aligned with District strategic goals and building improvement plans.

4.3 Personnel Files

If any material is to be placed in an employee's personnel file, he or she will be provided with a copy of the material and given the opportunity for rebuttal. At the request of the employee, all materials in the personnel file shall be reviewed at the close of each school year and material mutually deemed to be no longer pertinent shall be purged.

ARTICLE V – WORKING CONDITIONS

5.1 Employee Work Week and Work Year

Employees in this bargaining unit are hourly employees as defined by the Federal Labor Standards Act.

A full-time employee shall be defined as any employee who regularly works thirty-five (35) or more hours per week. The standard workday for full-time employees in each building will be no less than seven (7) hours plus one (1) unpaid, thirty (30) minute, duty-free lunch period per day.

The standard workweek and work year schedule for each category of employee will be determined annually by the District based on each job category's responsibilities. In addition, paid days will include:

- All employees have the option to attend the Opening Day introductions. Those who attend will receive pay at their hourly rate of pay.
- All building level employees (which excludes central office employees) have the option to work Back to School nights, Curriculum nights, Open House nights and Book Fair nights. Those who attend will receive pay at their hourly rate.

5.2 Workload

Regular work hours for employees shall be as set forth in the employee's job description. Upon a permanent modification of regular work hours, the Association shall be made aware of any employee whose hours are reduced or modified.

5.3 Duty-Free Meal Break

Full time employees will receive no less than a thirty (30) minute, duty-free, unpaid, daily lunch period.

5.4 Emergency School Closings

On days classes are cancelled or the District is closed as a result of a school or weather-related emergency, bargaining unit members will make up any day(s) missed on the designated make up day(s). This section does not apply to twelve (12) month employees.

5.5 Health and Safety

All Employees will be offered the Hepatitis B series vaccination at the District's expense.

5.6 Personal and Professional Resources

Employees shall be provided a District e-mail address and training as needed on the use of the District's email system. Employees will be provided with a mailbox. All employees will receive the tools necessary to perform their job responsibilities as determined by the District.

5.7 Notification of Assignment of Building and Grade Level

Before the end of the school year, employees will be given the opportunity to provide input on future placement through an assignment preference form. The employee shall receive notification of the tentative assignment of the building and grade level for the next school year no later than ten (10) business days prior to the first opening day introductions. Upon request, the Association President will receive a list of all Employee assignments within ten (10) workdays of submitting the request.

5.8 Vacancies and Transfers

A. Vacancies

When the Board declares there is a vacant bargaining unit position, the vacancy will be posted on the District's web page and on bulletin boards in each building. Employees seeking to apply for a vacant position may submit their application to the District.

Members who apply for positions for which they are qualified will be considered prior to an offer of employment being made to someone outside of the District.

B. Transfers

A transfer is defined as a permanent change in assignment from one job category to another. The hourly rate for employees who transfer from one job category to another will not be reduced and in no event will an employee earn less than the starting hourly rate for any category.

5.9 Positions/Classifications

All bargaining unit job descriptions for open position postings are required to include the following information: title, hours per day, responsibilities, location, classification per Article 8.1, and qualifications. The Union will notify Human Resources within ten (10) working days of receipt of the above information regarding any discrepancies.

5.10 Summer School

A. Posting of Vacancies

All summer vacancies will be posted on the District's website for internal candidates for five (5) work days before the vacancies will be posted for outside candidates. All members will receive email notification once positions are posted.

B. Filling Openings

The District shall create a sub-list from those employees who showed an interest in working during the summer session, but were not placed into a position for the summer.

C. Confirmation of Employment

After placement of employees for summer school work, the District will send those employees confirmation of their employment. The District will make every effort to send the notice one week prior to the end of the school year. The notification shall contain the

following information: location, date, and time the employee should report to work, the position, pay rate, starting date and to whom the employee should report.

5.11 Reduction in Force

The Board will follow the requirements of the Illinois School Code (105 ILCS 10-23.5) in implementing a reduction-in-force. The statutory procedures and directions for RIF shall be found under the Human Resources Department tab of the District 26 website.

ARTICLE VI – LEAVES

6.1 Sick Leave

Employees who are eligible to participate in IMRF are entitled to twelve (12) sick leave days each year with unlimited accumulation. A sick leave day consists of the length of the employee's regular work day. Sick leave may be taken in half (1/2) day increments. As defined by law, sick leave may be used for personal illness, quarantine at home, serious illness or death in the immediate family or household, birth, adoption, or placement for adoption. Sick leave may also be used for scheduled doctor/dental appointments not available during non-working hours. Immediate family or household shall be defined as stated in the School Code, Section 24-6, which includes parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, sisters-in-law, brothers-in-law, and legal guardian.

An employee will notify his/her Building Administrator or appropriate designee as soon as possible when sick. Normally, this means as soon as it is apparent that the employee will be unable to work. In the event the sick leave is known in advance and would exceed three (3) days, a medical excuse from a physician shall be presented in advance, if requested.

Employees may be requested to furnish medical certification as a basis for pay after any three (3) consecutive days of illness, or as otherwise necessary. Employees may also be required, at their own expense, to submit appropriate medical certification when requesting a leave of absence and upon return to employment following a disability leave. If the District requires a certificate during a leave of less than 3 days, it shall pay the expenses incurred by the employee.

The Board of Education may require medical certification as a basis for pay during leave after thirty (30) days for birth. For paid leave for adoption or placement for adoption, the Board of Education may require that the employee provide evidence that the formal adoption process is underway, and such leave is limited to 30 days.

Under the *School Code*, the Board of Education is authorized to direct an employee, at District expense, to undergo a physical examination by a physician who is licensed to practice medicine in all of its branches. The District shall pay for any such examinations.

6.2 Personal Leave

Three (3) days per year at full pay may be granted for personal business with prior approval of the Building Administrator for employees who are scheduled to work at least four (4) days per week. Employees who regularly work three (3) days per week may be granted two (2) personal business days per year. Employees working less than three (3) days a week will not be eligible for personal business days. Personal leave days may be taken in a minimum of one-half (1/2) days.

Unused personal business days will be added to accumulated sick leave on June 30th of each year if the employee is eligible for sick leave. No employee may take more than two (2) consecutive personal business leave days. No more than three (3) personal business leave days will be available in any given school year.

6.3 Bereavement Leave

Bereavement leave for death in the immediate family will be granted with pay to employees. This bereavement leave is limited to three (3) days. The immediate family includes parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, sisters-in-law, brothers-in-law, and legal guardian. Should additional time off be necessary for bereavement, accumulated sick leave may be used.

6.4 Holidays

All regular 12-month employees are given the following holidays at full pay.

- New Year's Eve
- New Year's Day
- Martin Luther King Day
- President's Day (9-11 month staff only; 12 month employees work this day)
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Day After Thanksgiving
- Thanksgiving Day
- Christmas Eve
- Christmas Day

If any of those days falls on a Saturday or Sunday, then the preceding Friday or the following Monday will be declared as the holiday with full pay.

Employees who regularly work 40 hours per week, 9-10 months per year, shall be paid for the holidays above at full pay if the holiday falls within the school year. This includes President's Day and excludes the Day after Thanksgiving.

Employees who regularly work 20 to 37.5 hours per week shall be paid for New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day.

If a holiday falls on a day that an employee is not scheduled to work (for example, ECE paraprofessionals generally do not work on Fridays), the employee will not be paid for that holiday. Employees who regularly work less than 20 hours per week are not eligible for paid holidays.

Any employee whose presence is necessary because of an emergency or for the continued operation and maintenance of school facilities or property may be required by the District to work on any of the above legal or additional holidays and shall receive time and a half in addition to regular pay for the time worked.

6.5 Days Off Without Pay

After having exhausted all other accumulated, applicable leave days, an Employee may seek prior approval, in writing, from the principal to be permitted to take a planned unpaid leave day(s), which request may be granted or denied in the sole discretion of the principal.

6.6 Flex Time

Employee may, with the prior approval of the principal, schedule a work day that begins and/or ends earlier than which is currently established. Employees who will be gone one (1) hour or less may elect to deduct the time from their time sheets without using a sick or personal day (therefore bypassing AESOP) with prior approval from their Building Administrator. All absences greater than one (1) hour must be reported through AESOP and a half or full day absence must be selected.

6.7 Jury Duty

Any member of the bargaining unit called for jury duty, required to provide a statement before the Illinois Department of Children and Family Services which is related to his or her employment with the District, or subpoenaed to testify in his/her capacity as a witness in a judicial or administrative matter (including an arbitration, fact-finding or deposition which is related to his or her employment with the District), during work hours, will be paid full compensation for attendance at such proceeding without any loss of leave time, seniority or other benefits.

The employee will submit to the School District any jury duty stipend or subpoena fee (less mileage calculated at the then prevailing IRS reimbursement rate, meals and receipted parking expenses).

6.8 Military Service

Employees are eligible for military leave in accordance with applicable state and federal law.

6.9 Family Medical Leave Act

The Board will abide by the requirements of the Family Medical Leave Act.

More specific information about the Act will be posted in each building and set forth in Board Policy. The statutory procedures and directions for FMLA shall be found under the Human Resources Department tab of the District 26 website.

6.10 Vacation

- A. Educational Support Personnel who are employed for twelve (12) calendar months shall be granted vacation with pay. Employees will have their vacation pro-rated to July 1 of the year following their employment (i.e., if they begin employment on July 1, the following July 1, they will be eligible for two weeks of paid vacation). Should the start date for a new full time employee be after July 1, their vacation time will be prorated. In subsequent years, vacation will be added on July 1 of each year. After the completion of the fifth year of full time employment, the employee will be eligible for an additional day of paid vacation, until the maximum number of days is reached at the conclusion of the 15th year of full time employment. Maximum vacation is 20 paid days.
- B. Employees are allowed 15 months from the date on which vacation time is earned to use their vacation days. Vacation days are forfeited if not used within this 15-month period.

6.11 Sick Leave Bank

The purpose of the Sick Leave Bank is to provide an additional limited number of days to be used by the participating Employee with at least two (2) full years of employment in the District when their need for sick leave days exceeds the number of days accumulated.

- A. All Employees with at least two (2) full years of employment in the District are eligible to participate in the District Sick Leave Bank for support personnel.
- B. The Association Executive Board will be solely responsible for reviewing requests and approving those meeting the established criteria.
- C. Voluntary contribution from the Employee with at least one (1) year experience employment in the District will create and maintain the days in the bank. There is no limit during the term of employment to the number of days an Employee may contribute. Days donated to the bank may not be withdrawn. Days donated are recorded as consumed on the official record of accumulated sick leave. Each September a request for days will be made of all eligible Employees. If such a request would put the total number of days in the bank over one-hundred fifty (150), only eligible Employees, who have never contributed, will be given the opportunity to donate days. Failure to donate results in a loss of eligibility to request sick bank days. In addition, a voluntary request for days will be made whenever the total number of days in the Bank reaches one hundred (100) or less. Initially the request will be for one (1) day per Employee. The Association is responsible for making these requests
- D. The Association will be responsible for all procedures necessary to implement and maintain the required number of Sick Leave Bank days and to provide the Central Office with verified contribution forms signed by the contributing employees. There will be a maximum of two (2) donation periods in any one school year. The Association and the District will reconcile Sick Leave Bank records each year by the end of October and by the end of the school year.
- E. Criteria for Use of Sick Leave Bank Days
 - a. Application should be submitted in writing within five (5) working days after an individual's expiration of sick leave days for the illness requiring the leave, to the Superintendent's Office with a copy given to the Association's designated representative.
 - b. A doctor's certification of continued illness and inability to perform his/her job function must be submitted with the request.
 - c. Employees must have exhausted all individual accumulated sick leave and have been absent from employment without pay at least five (5) days as a consequence of the illness or disability.
 - d. The Bank shall not be applicable to illness or disability resulting from any surgical or other procedure which may be safely deferred until a vacation or recess period, and the inability to do this must be medically documented in writing. If atypical complications should arise from such surgical or other procedures, the Bank shall be applicable to any absence due to such complication. This too must be medically documented in writing.

- e. Twenty (20) is the maximum number of days that may be granted for the same illness.
- f. An Employee shall not draw upon the Sick Leave Bank in two (2) successive years unless he/she shall be employed full-time for at least sixty (60) school days prior to the drawing from the bank the second year.
- g. No request for withdrawal will be granted unless sufficient days, twenty (20) per request, are available in the Sick Leave Bank at the time of the request.
- h. Sick Leave Bank days are applicable only to the illness of the Sick Bank member.
- i. Granting of Sick Leave Bank days shall not be denied if the criteria in this article are met.
- j. If an Employee draws from the sick leave bank, the Employee shall donate one (1) day at the beginning of the following school year.

ARTICLE VII – GRIEVANCE PROCEDURE

7.1 General Definition of Grievance

A grievance is defined as a complaint by the Association, Employee, or Employees that there has been an alleged violation or misapplication of any of the specific provisions of this Agreement. A grievance must be filed within fifteen (15) calendar days of the original occurrence of the event complained of or when the grievant should have known of the occurrence, whichever is later.

The written information contained in the filed grievance will include:

- A. A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
- B. A listing of the provisions of this Agreement which are alleged to have been violated, or misapplied; and,
- C. A listing of specific actions requested of the Administration to remedy the grievance.

7.2 Additional Definitions and Understandings about the Grievance Process

- A. It is agreed that no grievance will be presented hereunder which occurred prior to the effective date this Agreement is ratified by both the Board and CESP.A.
- B. The grievant is defined as the Employee or Association pursuing the grievance. An Employee may present grievances to the Administration without the intervention of the Association, provided that the Association has been given the opportunity to be present at all meetings beyond the Step 1.
- C. Grievances involving more than one Employee or more than one supervising administrator may be filed at Step 2.
- D. A grievance may be withdrawn at any level without establishing precedent.
- E. The failure of the Employee or the Association to act within the time limits set forth will preclude further appeal of the grievance. An administrator's failure to render a decision or meet within the time limits set forth will permit the Employee or Association to proceed to the next step.
- F. The Association and the Superintendent may mutually agree in writing to bypass any step of the grievance procedure.
- G. Time limits set forth in this procedure may be extended by mutual agreement.
- H. Days are defined as days the District Office is open.
- I. Re-employment or discharge of probationary Employees is not a proper subject for grievances under the Grievance Procedure (non-retention).

- J. Matters excluded from the grievance procedure by this Agreement and matters covered by statute and governmental agencies are not subject to the Grievance Procedure.

Before a grievance is filed, a sincere attempt should be made to resolve any difference informally between the Grievant and the immediate supervising administrator. If, however, this process does not resolve the issue(s) to the satisfaction of both parties, a grievance may be processed as follows:

Step 1

The Grievant or the Association will present a written grievance to the appropriate supervising administrator within fifteen (15) days of the original occurrence of alleged violation. The immediate supervisor will meet with the Grievant within five (5) days of the receipt of the grievance. Within ten (10) days of the grievance meeting, the immediate supervisor will provide his/her written decision. A copy of this decision will be given to the Grievant and the Association.

Step 2

In the event the grievance has not been satisfactorily resolved at Step 1, the Grievant or the Association may appeal to the Superintendent or designee. The appeal will be made within ten (10) days after the receipt of the Step 1 decision. Within ten (10) days of receipt of the appeal, the Superintendent or designee will meet with the Grievant to resolve the grievance. The Superintendent or designee, within ten (10) days of the grievance meeting, will provide his/her written decision to the Grievant and the Association.

Step 3

If the aggrieved staff member and the Association are not satisfied with the disposition of the grievance at Step Two, or the time limits expire without the issuance of the Superintendent's written reply, the staff member and/or the Association may submit the grievance to the board for final resolution. If a request for a hearing is not filed within thirty (30) days of the date for the Step Three answer, then the grievance shall be deemed withdrawn.

- a. The Board shall have no power to alter the terms of this Agreement.
- b. Each party shall bear the full cost for its representation in the grievance procedure.

Step 4

If the grievance is not resolved satisfactorily at Step 3, the Association may advance the grievance to binding arbitration. The Federal Mediation and Conciliation Service ("FMCS") will act as the administrator of the proceedings. The demand for arbitration must be submitted in writing to the Superintendent within thirty (30) days from the receipt of the Step 3 decision.

The parties may agree on a mutually selected arbitrator within seven (7) days of receipt of the demand. If the parties fail to reach agreement on an arbitrator within seven (7) days, the grievance will be submitted to FMCS and the parties will select an arbitrator using the following method: (1) the Association will strike two names and the Board will strike two names. The person whose name remains will be the arbitrator. The arbitrator selected will be jointly notified of his/her selection and requested to contact the parties with respect to setting up a time for a hearing.

The Association will be responsible for the initial FMCS fee. Each party may request one (1) new panel during the arbitrator selection process. The party requesting the new panel will be responsible for the fee associated with a new panel. Each party will bear the cost of its representation in the arbitration. Both parties will share the cost of the arbitrator.

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

- A. The arbitrator will have no power to establish compensation structures.
- B. The arbitrator will have no power to change any practice, policy, or rule of the Board, nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. The arbitrator's powers will be limited to deciding whether the Board has violated the expressed Articles or Sections of this Agreement.
- C. All claims for back wages will be limited to the amount of wages that an Employee would have otherwise earned, less any unemployment or other compensation that the member may have received from any source during the period of back pay. No decision in any case will require a retroactive wage adjustment in any other case. In any case, an award will not go back further than the beginning date of this Agreement.
- D. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement will not be processed if the remedy sought would have an impact on the negotiations in progress. Any grievance which arose prior to the effective date of this Agreement will not be processed.
- E. The fact that the grievance has been considered by the parties in the preceding steps of the grievance will not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
- F. If either party requests a transcript of the proceedings, that party will bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts will be divided equally between the Board and the Association.

ARTICLE VIII – COMPENSATION

8.1 Starting Salaries

Starting salaries for the following classes of employees will be as follows:

Class A – Paraprofessionals, bilingual reading coach (paraprofessionals) substitute caller/health clerk are as follows for the duration of this Agreement:

21-22 \$12.00
22-23 \$13.00
23-24 \$14.00
24-25 \$15.00

Class B – Office assistants (office clerks), Human Resources administrative assistants, and receptionist(s) are as follows for the duration of this agreement:

21-22 \$12.00
22-23 \$13.00
23-24 \$14.00
24-25 \$15.00

Class C – Administrative assistants and payroll specialists (payroll clerks) are as follows for the duration of this Agreement:

21-22 \$12.50
22-23 \$13.50
23-24 \$14.50
24-25 \$15.50

Class D – Registered nurses are as follows for the duration of this Agreement:

21-22 \$22.50
22-23 \$23.00
23-24 \$23.50
24-25 \$24.00

Class E – Payroll Clerks are as follows for the duration of this Agreement:

21-22 \$18.00
22-23 \$19.00
23-24 \$20.00
24-25 \$21.00

Experienced New Hires – The Superintendent may in his or her discretion grant an additional one percent (1%) over the starting salary for each year of prior experience up to a maximum of three (3) years (max 3%). Paraprofessionals who are hired with a teaching license from the Illinois State Board of Education will have a starting salary four percent (4%) greater than the Class A starting salary regardless of prior experience. (No credit for prior experience will be granted.) The District agrees not to pay a newly hired employee more than an existing employee with the same experience when establishing a new employee's rate of pay. No current employee will make less than any new hire with the same years of experience.

8.2 Current Employee Salary Increases

All employees employed as of July 1, 2021 will receive the following pay raises:

- 2021-2022 - Increase wages to minimum (starting) wage or by \$0.50 an hour, whichever is greater.
- 2022-2023 - \$1.00 an hour.
- 2023-2024 - \$1.00 an hour.
- 2024-2025 - \$1.00 an hour.

One Time Longevity Adjustment for Paraprofessionals:

- Paraprofessionals employed by the District as of July 1, 2021 will receive an additional one-time raise of \$0.10 an hour for each full school year of employment they have completed up to a maximum of \$1.00 per hour.
- A year will count for purposes of receiving an additional \$0.10 raise if the paraprofessional was hired on or before February 1st of that school year.

8.3 Payroll

An employee's payroll check will be directly deposited to his/her bank, credit union, or savings institution. To begin this process a completed Authorization Agreement for Direct Deposit form must be filled out. This is not a requirement as a paper check can be issued. Employees must notify the Human Resources Department and Business Office in writing by June 30th if they wish to be paid over twenty-four (24) pay periods or they will be paid over twenty (20) pay periods. Summer school employees will be paid with a separate demand deposit or paycheck.

8.4 Group Health and Dental Insurance

Employees who regularly work twenty (20) hours a week or more are eligible for the following benefits:

A. Board Contributions Toward Single Coverages

The Board will contribute ninety percent (90%) of the then current HMO single premium toward whichever single group health and dental plan the employee selects, except that in no event will the Board contribute more than ninety percent (90%) of the actual single coverage selected.

B. Board Contribution Toward Dependent Coverages

The Board will contribute fifteen percent (15%) of the difference between the then current HMO single premium and the then current HMO family premium toward whichever dependent group health and dental plan the employee selects.

C. Grandfathered Employee

For those bargaining unit members who were employed and took group health and/or dental insurance as of November 27, 2017, The Board will continue to contribute the percentage contribution to the single and dependent group health and dental insurance plans chosen by the employee and in effect at that time. Grandfathered employees may choose a different plan and the Board will continue to make contributions to those plans at the Board's percentage contribution levels in effect as of November 27, 2017, so long as the plan chosen by the grandfathered employee is less costly than the plan the employee is changing from.

D. Open Enrollment

Open enrollment for benefits will be held annually. Coverage and deductions will begin on July 1st.

8.5 Vision Insurance

The Board will make available vision insurance to employees at each employee's expense.

8.6 Term Life Insurance

The District will provide \$50,000 in Term Life Insurance and Accident Death and Dismemberment (AD&D) coverage to employees who regularly work at least 40 hours a week at no cost to the employee. The Board will offer such term life insurance to employees who regularly work 20 hours a week or more but less than 40 hours a week at the employee's expense.

8.7 District Insurance Committee

A joint committee consisting of three members appointed by the CEA, three members appointed by CESP, and three members appointed by the Board of Education/Administration shall be established to monitor the group health plan. The Insurance Committee will be responsible for evaluating and making recommendations regarding any changes to the benefits package to be presented to the board, the CEA and CESP for approval.

8.8 Travel Pay

Bargaining unit employees who, in the course of their work schedule, are required to travel between buildings and other work-related sites shall be compensated for mileage at the current IRS rate.

8.9 Teacher Substitution

A teacher or substitute certified paraprofessional may substitute for a teacher outside of their current room assignment. The paraprofessional will be compensated at a daily rate equal to the then current substitute teacher rate for a full day (3.5 hours or longer) and one-half (1/2) the then current substitute teacher rate for a half of day (less than 3.5 hours). Payment will be made to the paraprofessional on the paycheck that covers the period in which the substitution occurred, as long as the substitute job is recorded in the substitute payroll system within the pay period of performing the substitute job.

8.10 Other Compensation

Paraprofessionals who regularly perform bodily fluid duties will be paid an additional \$0.70 per hour to perform these duties. Paraprofessionals who transition out of these roles will no longer receive this additional compensation.

Employees who regularly perform any one (1) of the responsibilities listed below will be paid an additional \$0.70 per hour:

- Students with multiple or profound handicaps requiring diapering or other invasive care responsibilities and/or
- Students who regularly require lifting, toileting and/or diapering.

The administration will, in its discretion, annually determine which positions are eligible for the pay differential. Employees may receive only one (1) \$0.70 per hour pay differential.

8.11 Extra Duty

Employees may accept an extra duty stipend outside of their normal duties if no certified teacher has accepted the extra duty and Employees shall be paid their currently hourly rate of pay. Building specific, extra duty positions will be made known to all building employees. Employees will be given the opportunity to accept the extra duty that certified teachers refuse before it is offered to others in the community (be it paid or voluntary).

8.12 Retirement

An employee who elects to retire may apply for the District's voluntary retirement benefit program. To be eligible for the program, the employee must:

- A. Retire after the age of 55 (62 if hired after 1/1/2011).
- B. Be eligible for a retirement annuity from the Illinois Municipal Retirement Fund.
- C. Have completed a minimum of ten (10) years of service in District 26.
- D. Notify the Board of Education in writing no later than May 1st of the school year preceding the employee's final school year of his/her intent to retire effective at the end of the next school year.
- E. The employee shall hold the District 26 Board of Education harmless should there be any provisions of this policy found to be contrary to the law.

For those eligible employees the Board will grant a pay increase of five and one-half percent (5.5%) including any raise to be received in the final year of employment. The raise will be paid in equal installments from the start of the employee's annual period of employment.

EXAMPLE: Mary is eligible to receive the retirement benefit under this section and she provides the requisite notice to retire at the end of the 2021-2022 school year. She is scheduled to receive a 3% increase in her IMRF wages in 2021-2022. Mary will receive a 5.5% (not a 8.5%) pay raise.

ARTICLE IX – EFFECT OF AGREEMENT

9.1 Savings Clause

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

9.2 Complete Understanding

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

9.3 No Strike/Lockout

The Association will not strike during the life of this Agreement. The Board agrees that it will not lockout any Employee during the life of this Agreement.

9.4 Scope and Initiation of Successor Contract Negotiations

The parties agree that their duly designated representatives shall negotiate in good faith. This does not imply acquiescence of or concession to either party's demands either in whole or in part. Each party shall select its own representatives. Each negotiation team shall consist of no fewer than three (3) and no more than six (6) members. These guidelines do not include Board Legal Counsel or CESPAs UniServ Director. Negotiations for a successor contract shall begin as soon as possible, but no later than March 1 prior to the expiration date of the current contract unless the parties agree to a later date.

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals and to seek tentative agreements.

9.5 Reservation of Rights

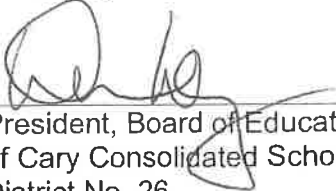
It is understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Education which are not limited by the language of this Agreement are retained by the Board. However, no such right shall be exercised to violate any of the specific provisions of this Agreement or the Illinois Educational Labor Relations Act.

9.6 Duration

This agreement will be in effect from July 1, 2021 until June 30, 2025.

BOARD OF EDUCATION OF CARY
CONSOLIDATED SCHOOL
DISTRICT NO. 26

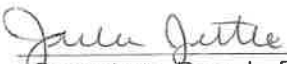
By:


President, Board of Education
of Cary Consolidated School
District No. 26

Date:

1/21/22

By:

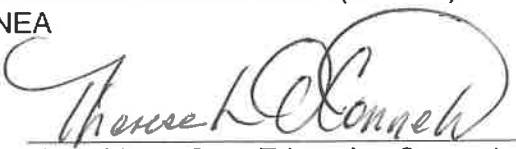

Secretary, Board of Education
of Cary Consolidated School
District No. 26

Date:

1/21/22

CARY EDUCATION SUPPORT
PERSONNEL ASSOCIATION (CESPA)
IEA-NEA


By:


President, Cary Education Support
Personnel Association

Date:

1/18/22

By:


Secretary, Cary Education Support
Personnel Association

Date:

1/13/22