

MATTOON COMMUNITY UNIT SCHOOL DISTRICT #2

WORK RULES

For

MATTOON EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (MESPA)

Building principal and/or immediate supervisors shall provide and review all rules with new employees, annually review all rules with employees, and document such rule review with employees by name and date. It shall be the duty of each educational support person to read, understand, and apply all work rules.

1. Applicants shall not falsify employee applications.
2. Each employee shall report all work-related injuries immediately to his/her supervisor and to the Insurance Claims Secretary in the Administrative Service Center. The employee will also need to fill out an Accident Report and a Worker's Compensation Claims form. If an injured employee is physically unable to go to the Administrative Service Center, the employee must notify the Insurance Claims Secretary by phone as soon as possible. The phone number is 238-8884.
3. Any employee who is receiving Worker's Compensation benefits and who is eligible to receive the following benefits shall have said benefits effected as indicated below:
 - a. Insurance – Board share of the group health insurance premium will be paid by the District for two months following the employee's last CUSD #2 paycheck. This employee may continue to be enrolled in the District's group health/life insurance program for twelve months following the last payroll deduction for insurance, provided the employee pays the full premium.
 - b. Sick leave – Keep (but not use or accrue) accumulated sick leave.
 - c. Seniority – Accrue seniority as though working.
 - d. Personal leave – Keep (but not use or accrue) personal leave for current fiscal year.
 - e. Vacation days – Keep (but not use or accrue) accumulated vacation leave. May request to use vacation days after returning to full-time employment and working continuously for ten workdays.
4. Employees shall call in before their assigned starting time when ill and shall not engage in unauthorized absence. Employees who become ill during their workday shall report to their immediate supervisor or designee before leaving. Employees shall not arrange for their own substitute unless directed by their supervisor.

5. Employees who miss work because of a prolonged illness or an injury that requires a physician's care shall be required to obtain verification (a written note) of non-employability signed by their physician. In order to return to work, employees must obtain a work release signed by their physician, stating any restrictions or limitations (Refer to M.E.S.P.A. contract).
6. Employees who are temporarily unable to perform duties of their regular assignment may be assigned "light" duties. Such work shall comply with the physical limitations and restrictions defined by their physician. Such employees shall not willfully further injure themselves. Refusal to perform such work will be cause for discipline, including but not limited to, the loss of benefits such as sick leave, personal leave, and salary compensation.
7. Employees shall not make improper use of sick leave or unpaid personal leave. Sick leave may be used only for illness as defined in the M.E.S.P.A. contract. Unpaid personal leave must be used for the purpose for which it was granted.
8. Employees shall be required to use sick leave and personal leave before unpaid medical leave or disability leave will be granted. Sick leave and personal leave may be used in quarter day increments as outlined in the M.E.S.P.A. contract.
9. Employees shall be required to use personal leave before approved unpaid leave will be granted. Requests for unpaid leave must be made in writing to the superintendent at least 10 working days prior to the beginning of the leave period.
10. Employees whose sick leave or other leave is exhausted and who desire to continue as an employee must apply for a leave of absence with 7 days of exhaustion of such leave. Otherwise, the employee shall be deemed absent without leave and subject to discharge. For probationary employees, absences for 15 working days beyond the exhaustion of sick leave, and every absence thereafter, shall constitute a break in service, restarting the probationary period.
11. A disability that last longer than 90 working days after the exhaustion of sick leave shall not be deemed temporary. The Board of Education may require any employee applying for disability leave to submit to an examination by a physician of the Board's choosing, at Board expense, to verify the disability and its likely duration.

This provision shall not be interpreted as waiving any rights of an employee or the Board of Education under the Americans with Disabilities Act. This provision does not limit the right of the Board to dismiss "at will" employees. This provision does not require the Board of Education to grant any leave of absence without pay, after exhaustion of sick leave, when the disability is permanent.

12. If possible, employees must provide at least 30 days' notice of the date that a family and medical leave is to begin to the Superintendent. If 30 days' notice is

not practicable, the notice must be given within two business days of when the need becomes known to the employee. Employees shall provide at least a verbal notice sufficient to make the District aware that he/she needs a family and medical leave and the anticipated timing and duration of the leave. Failure to give the required notice may result in a delay granting the requested leave.

13. Employees who qualify for IMRF benefits shall be entitled to sick leave benefits. Sick leave shall be calculated on the basis of an employee's total regular earnings.

All employees shall be entitled to personal day and holiday pay. Personal day and holiday pay shall be calculated on the basis of an employee's total regular earnings.

All employees who work 15 hours or more per week shall be entitled to participate in the District's Group Health Insurance plan. The Board share of the insurance premium shall be calculated on the basis of an employee's total regular earnings.

14. Probationary bargaining unit employees and no-bargaining unit employees (playground supervisor, coaches, elementary release workers, confidential secretary, substitutes, etc.) are "at will" employees. "At will" means that either party can terminate positions and/or employment of individuals at any time regardless of notice.
15. Each employee shall report to work at the designated time, promptly attend to work assigned, and complete such work in a timely manner, except as permitted for breaks. Any employee's regularly scheduled workday may be reasonably extended to achieve organizational objectives, if authorized by the superintendent and approved by the principal or appropriate supervisor. Any employee who works overtime hours (over 40 hours) in any work week is entitled to overtime pay as outlined in M.E.S.P.A. contract.
16. Employees shall be permitted to leave the building during lunch period, which shall be minimally 30 minutes and duty-free. All 8 hour day employees shall be entitled to one fifteen minute break during each half of the day's shift.
17. No bargaining unit employee will suffer loss of pay due to early dismissal of school because of weather. Non-contractual employees will be paid only for hours worked.
18. Bus drivers, bus aides, paraprofessionals, personal assistants, food service personnel, student supervisors, elementary release time personnel, and substitute employees shall work only on days when students are in attendance. These employees shall not work on institute days unless authorized by the Superintendent and approved by the principal or appropriate supervisor.

19. On days of early dismissal due to in-service activities, parent-teacher conferences and the like, Teacher Assistant Department employees will be allowed, but not required, to work a full day for full pay. For such hours, the administration may alter an employee's duties.
20. Employees, at the discretion of the administration, may be reassigned permanently to other positions within their job category that affords the employee equal or greater pay and benefits. Likewise, principals and appropriate supervisors may reassign employees temporarily to satisfy immediate organizational needs. In the event any provision of this rule is in conflict with a collective bargaining agreement, the terms of the collective bargaining agreement shall control.
21. In order to ensure productive employment, employees, at the discretion of the administration, may be assigned to perform duties in other job categories, if they are able, as part of their scheduled workday. Pay rate, benefits, and seniority will not be affected by this alteration in duties. In the event any provision of this rule is in conflict with a collective bargaining agreement, the terms of the collective bargaining agreement shall control.
22. In order to achieve organizational objectives, employees, at the discretion of the administration and if they are able, may be temporarily assigned to perform work in other job categories. The pay rate, benefits, and seniority will not be affected by this temporary reassignment. A temporary assignment is one that is not anticipated to last more than one year. In the event any provision of this rule is in conflict with a collective bargaining agreement, the terms of the collective bargaining agreement shall control.
23. Employees shall maintain accurate records, if any, for their assigned position and are required to keep accurate time sheets or work time records approved by the building principal. Unless otherwise authorized in the M.E.S.P.A. contract, employees are paid only for hours worked. Holiday pay, sick leave, vacation leave, etc., must be notated on time sheets. Compensation time must be authorized by the Superintendent or Assistant Superintendent and approved by the building principal. Time in excess of an employee's approved schedule must be authorized by the Superintendent and approved by the principal.
24. While at school, its sponsored events, or during working hours, employees shall not engage in personal dress or grooming which causes, or the administration reasonably anticipates will cause, interference with the educational process or the work of others.
25. Employees shall not engage in unauthorized use of district equipment, including but not limited to, telephone, photocopying or duplicating equipment, computers, tools, motor vehicles, fuel and the like. Personal use of telephones is discouraged and is restricted to local calls on off-duty time (lunch, breaks, etc.). Long-

- distance calling is restricted to emergency situations and must be authorized by the principal or supervisor.
26. Employees shall not make modifications in equipment or buildings including heating, cooling, electrical, water, or sewer systems unless authorized by job descriptions or supervisors.
 27. Employees shall not have an unauthorized use or possession of district keys, including master keys.
 28. Employees shall not bring personally owned equipment or furniture to school without advance written authorization from the building administration. If permission is granted, the district assumes no liability for lost, damaged, or stolen personal property.
 29. Employees shall not exploit their relationship with students by promoting the services, products, ideologies (political, religious, or organizational), or goals of non-school organizations, exclusive of educational goals (Board Policy).
 30. Employees shall be truthful to the Board of Education or the administration in regard to matters relating to employment or directly related to the employee's work duties.
 31. Employees shall not falsify documents.
 32. Employees shall not make false claims for insurance or any other benefits.
 33. Employees shall not misrepresent to any person the extent of her or his job authority or purport to act on behalf of the district when not authorized to do so. Employees shall not incur expenses or enter into contracts on behalf of the district without authority to do so (Board Policy).
 34. Employees shall not smoke or otherwise use tobacco on school property or while engaged in work.
 35. Employees shall conduct themselves in a safe manner at all times. Employees shall read, understand, and apply all safety instructions related to procedures or equipment. Employees shall use safety glasses, ear protection, seat belts, and all other safety devices supplied by the employer. Safety devices must be in working order and all guards in place before any machine is operated. Employees shall not defeat any safety device. The willful failure to comply with safety rules will usually result in termination.
 36. Employees shall not work when under the influence of any intoxicating liquor or illegal drug. When taking medication prescribed by a physician or medication available over-the-counter, an employee shall not operate any equipment,

- machine, or vehicle when unable to do so in a safe and alert fashion. Employees shall notify their immediate supervisor if any medication causes them to have diminished alertness or substantially alter their ability to perform work. An employee shall not conceal or maintain any intoxicating liquor or illegal drug in or on any school property or at any school-sponsored activity. An employee shall not consume alcoholic beverages on any workday between the beginning and end of his/her work assignment. No employee shall work bearing the odor of alcohol or illegal drugs such as marijuana (Board Policy).
37. Employees shall not at any time during working hours engage in acts that are dangerous to the property, health, safety, or welfare of the district, students, other employees, or the general public. This rule shall not be deemed violated by accidental acts that are not intended by the employee; but employees shall act with prudence and ordinary caution at all times. During non-school hours, employees shall not engage in activities that intentionally cause injury or harm or attempt to cause injury or harm to other employees, children, their property, or the school district or its property. Any employee who has been convicted of any felony offense or who has committed any criminal acts involving substantial risk of harm to other persons or property may be unsuitable for school employment and is subject to discharge at the discretion of the Board of Education.
 38. Employees may not bring onto school property or to any school activity firearms, ammunition, explosives, fireworks, or other substance or devices likely or capable of causing harm to persons or property.
 39. Each employee shall report to the immediate supervisor any damaged or broken equipment or other school property in his/her assigned area of responsibility.
 40. The loss of driving rights or privileges for any position requiring a current drivers' license shall be cause for dismissal. The employee must advise the district of lost driving privileges.
 41. The loss of or failure to maintain any certificate, license, or other document issued by any governmental entity or office necessary or required for the employee's position shall be cause for dismissal.
 42. No employee shall fail to deposit, report, or account promptly for any student funds, gate receipts, or other money or property of the school district or others coming into the employee's hands and relating to the employee's work responsibilities.
 43. An employee shall not use, retain without authorization, or steal money or property of students or other employees.
 44. Employees shall not release, disclose, or grant access to information found in any student record except in the exercise of job responsibilities or when such

- disclosure would constitute a violation of the Illinois School Student Record Act or the Family Educational Right to Privacy Act. Employees may seek clarification of their responsibilities under this rule from their immediate supervisor. In no event shall an employee disclose the contents.
45. Employees shall not disclose the contents of any employee file or disclose confidential information about other employees without advance authorization from a supervisor. Employees may seek clarification of their responsibilities under this rule from their immediate supervisor. This rule does not prevent access to an employee file by an employee or his or her authorized representative.
 46. Non-certified employees shall not discipline students except as authorized by job descriptions. Employees shall not engage in corporal punishment of students. This includes, but is not necessarily limited to, intentional infliction of bodily harm, slapping, paddling, or prolonged maintenance of students in physically painful positions (Board Policy).
 47. Fighting is prohibited. However, employees may take reasonable steps to protect themselves from physical violence and may reasonably restrain a student to protect the employee, another employee, other students, or district property.
 48. While at school, at its sponsored events, or during working hours, employees shall not engage in any behavior which constitutes gross disrespect for the property or rights of others. For example, employees shall not engage in insensitive remarks about another person's race, color, religion, creed, national origin, sex, age, ancestry, or marital status. Such remarks will result in employee discipline that may include the employee's dismissal.
 49. Employees shall not use profanity when speaking to parents or students. The use of profanity will result in employee discipline that may include the employee's dismissal. Employees shall not argue in the presence of students.
 50. Employees shall not engage in any sexual or romantic relationship with any student. Employees shall not make sexually suggestive remarks or engage in sexual conduct or acts on or toward students (Board Policy).
 51. Employees shall not make sexual advances toward or request sexual favors from other employees. Employees shall not engage in any verbal or physical conduct or communication of a sexual nature which constitutes sexual harassment or otherwise creates an intimidating, hostile, or offensive working environment (Board Policy).
 52. Employees shall not aide, abet, solicit, or engage any child under the age of 18 or any employee in any activity that is illegal or immoral at any time. Employees shall personally report evidence of illegal or immoral activity to the

- superintendent. No employee shall instruct or dissuade another employee from making such a report (Board Policy).
53. Conviction of any felony offense involving dishonesty or violence that would have precluded an employee's initial employment as a matter of law or a conviction of substantially similar offenses from another jurisdiction shall be cause for dismissal (Board Policy).
 54. Employees shall not willfully refuse to obey reasonable written or oral instructions from their immediate supervisor, a member of the administrative staff, or, in any emergency situation, a teacher.
 55. Employees shall not willfully refuse to obey the policies, rules, and regulations of the Board of Education or attempt to violate a Board of Education policy, rule, or regulation. This rule does not prohibit activities permitted by the Illinois Educational Labor Relations Act.
 56. Employees shall not engage in willful behavior that interrupts the orderly process of school affairs. This rule does not prohibit activities permitted by the Illinois Educational Labor Relations Act.
 57. Repeated minor incidents of misbehavior may be cause for discharge if other disciplinary measures have failed to deter misconduct.
 58. An employee shall not knowingly hand over a child to a person other than the child's parents (or in the case of divorce, the custodial parent) or other guardian, without advance approval from the parent, legal guardian, or the building principal.
 59. Employees shall personally report evidence of child abuse to the DCFS Hotline. No employee shall instruct or dissuade another employee from making such a report. The employee shall notify the superintendent or building principal that a report was made (Board Policy).
 60. Employees shall immediately report to their immediate supervisor any conduct by other employees which is dangerous to the health, safety, or welfare of students or other employees, including but not limited to, violation of these rules.
 61. Outside employment or activities may not interfere with performance of job duties (Board Policy).
 62. Employees shall not accept unauthorized rebates, gifts, gratuities, premiums, or promotional materials from suppliers for personal use/gain. Anything associated with purchasing such as samples or volume purchase premiums is to be used for school use and is to be fully disclosed to the administration.

63. These rules may be supplemented from time to time by administrative rules. The superintendent and all building principals are authorized to adopt such additional rules as may be necessary, convenient, or consistent with these rules. However, violation of such rules shall not be cause for employee discipline until employees are given copies of such rules.

Receipt

I, _____ (Print Name), have received my copy of the job description for my position and Work Rules for Mattoon Educational Support Personnel Association (MESPA). I agree to read and apply all work rules. I understand that if I violate any work rule, I may be disciplined; however, the violation of any new work rule shall not be cause for discipline until I have been given a copy of such rule. I further acknowledge that discipline in some circumstances may include my immediate discharge.

My signature acknowledges receipt of the job description for my position and work rules, not necessarily that I agree with them.

Date

Signature of Employee