

Agreement between

Board of Education of Breese Elementary School District No. 12

And

Breese-Beckemeyer Educational Staff Association, IEA-NEA

2018-2019

2019-2020

2020-2021

## Table of Contents

- 1 Article I – Recognition and Definitions
  - 1.1 Recognition
  - 1.2 Definitions
  
- 2 Article II – Framework for Collective Bargaining
  - 2.1 Negotiations Procedures
  - 2.2 Mediation
  - 2.3 Contractual Amendments
  
- 3 Article III – Grievance Procedure
  - 3.1 Definitions
  - 3.2 Time Limits
  - 3.3 Procedures
  - 3.4 Bypassing Steps and Class Grievances
  - 3.5 No Reprisals Claus
  - 3.6 Filing of Materials
  - 3.7 Grievance Withdrawal
  - 3.8 Arbitration Costs and Procedures
  - 3.9 Settlement
  - 3.10 Release Time
  - 3.11 Authority of the Arbitrator
  
- 4 Article IV – Association Rights
  - 4.1 Use of Building and Equipment
  - 4.2 Reproduction of Agreement
  - 4.3 Right of Information
  - 4.4 Fair Share
  - 4.5 Employee Information
  
- 5 Article V – General Working Conditions
  - 5.1 Medical Conditions and Administering Medications
  - 5.2 Just Cause Discipline
  - 5.3 Probationary Period (Non-certified)
  - 5.4 Job Descriptions
  
- 6 Article VI – Personnel File
  - 6.1 Conditions and Procedures for Placement of Materials in File
  - 6.2 Right to Respond to Materials in File
  - 6.3 Right to Examine
  - 6.4 Right to Reproduce Materials in File
  
- 7 Article VII – Support Staff Working Conditions
  - 7.1 Work Week and Work Day

- 7.2 Paid Holidays
- 7.3 Holiday Pay
- 7.4 Vacation
- 7.5 Classifications with Bargaining Unit
- 7.6 Seniority
- 7.7 Seniority List Procedures
- 7.8 Notification of Reduction in Force
- 7.9 Re-employment Procedures after Layoff
- 7.10 Associations Meetings
- 7.11 Working Outside Job Category
- 7.12 Transfer Category to Category
- 7.13 Lunch
- 7.14 Breaks
- 7.15 School Closing (Custodians)
- 7.16 Vacancy Definitions
  
- 8 Article VIII – Leaves
  - 8.1 Sick Leave
  - 8.2 Personal Leave
  - 8.3 Unpaid Leave
  - 8.4 Jury Duty
  - 8.5 Bereavement Leave
  - 8.6 Association Leave
  
- 9 Article IX – Evaluation
  - 9.1 Purpose of Evaluation
  - 9.2 Evaluation Process
  - 9.3 Notification
  - 9.4 Post Conference
  - 9.5 Employee Response
  - 9.6 Informal Evaluation
  
- 10 Article X – Salary and Fringe Benefits
  - 10.1 Salary and Stipend Schedules
  - 10.2 Health Insurance
  - 10.3 Life Insurance
  - 10.4 Mileage
  - 10.5 Pay Periods
  - 10.6 Payroll Deductions
  - 10.7 Sick Leave Bonus
  
- 11 Article XI – Continuity of Operations and Effect of Agreement
  - 11.1 Savings Clause
  - 11.2 No Strike Provision
  - 11.3 No Lockout Provision

## 11.4 Effect of Agreement

### Article I – Recognition and Definitions

#### 1.1 Recognition

Breese School District 12, Clinton County, Illinois, hereinafter referred to as the “Board”, recognizes the Breese-Beckemeyer Educational Support Staff Association, hereinafter referred to as the “Association”, as the sole and exclusive bargaining agent for all regularly employed full-time and part-time non-certified employees, excluding the superintendent, principal, district bookkeeper, unit secretary, district computer technologist and all supervisory, managerial, confidential, and short-term as defined in the Act.

#### 1.2 Definitions

##### A. Employee

For the purposes of this Agreement, bargaining unit Employees shall be defined as follows:

1. Non-Certified Full Time, calendar year: Employed at least eight (8) or more hours a day and forty (40) hours per week for a twelve (12) month work year.
2. Non-Certified Full Time, school year: Employed at least six (6) or more hours a day and thirty (30) hours per week for at least each month of scheduled student attendance but less than a twelve (12) month work year.
3. Non-Certified Part-time: Employed less than six (6) hours a day and twenty-eight (28) hours per week.

##### B. Superintendent

The title “Superintendent” shall indicate the Superintendent of Schools or his/her designee.

##### C. Employer

The term “Employer”, “Board” or “Board of Education” shall indicate the Board of Education or its administrative designee.

##### D. Association

The term “Association” or “Union” shall indicate the sole and exclusive bargaining representative.

### Article II - Framework for Collective Bargaining

#### 2.1 Negotiations Procedure

A. The parties shall commence bargaining for a successor agreement no later than April 15<sup>th</sup> of the year current contract expires. Each party shall select no more than five negotiation team members. The Board shall select board members and the Association shall select members of the bargaining representatives. However, one member from each negotiation team shall be the spokesperson.

B. When tentative agreements on all matters being negotiated are reached, the items shall be reduced to writing and submitted to the Association membership and the Board for recommendation for ratification.

- C. Both parties in accordance with labor laws and statutes shall submit notices to the IELRB.
- D. Each negotiating team may caucus no longer than sixty (60) minutes per caucus, unless agreed upon by all parties.
- E. No news items may be introduced after the third meeting by either negotiating team unless agreed upon by both parties.
- F. Each meeting will adjourn no later than 10PM, unless both parties agree to an extension.

## 2.2 Mediation

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement determines that the assistance of a mediator would be necessary. Should FMCS be unavailable, the parties may immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

## 2.3 Contractual Amendments

The parties may notify or amend this agreement only by mutual consent. Such changes shall be reduced to writing, ratified and signed by the parties and become an amendment to this contract and considered a part of this agreement.

## Article III – Grievance Procedure

### 3.1 Definitions

A grievance shall be any claim by the Association, an Employee, or group of Employees that there is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

### 3.2 Time Limits

No grievance shall be entertained or processed unless it is submitted within ten (10) days after the act or condition giving rise to the grievance or within ten (10) days of the date the grievant knew or should have known of such act or condition. All time limits shall consist of days the administration offices are scheduled to be open. Time limits may be extended only by mutual written agreement.

### 3.3 Procedures

Step 1: The grievant shall present the grievance within the specified time limit in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) working days after receipt of the grievance. The written grievance shall identify the grievant, summarize relevant facts, identify all provisions of the Agreement allegedly violated, describe the remedy requested and be filed on the form attached hereto as Appendix A. Within ten (10) working days the meeting, the grievant and the Association shall be provided with the supervisor's written response.

Step 2: If the grievance is not resolved in Step 1, then the grievant may appeal the grievance to the Superintendent or his/her designee with ten (10) working days after receipt of the Step 1 answer. The Superintendent shall arrange with the grievant or Association representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days after the meeting, the grievant and the Association shall be provided with the Superintendent's or his/her designee's written response, including the reasons for the decision.

Step 3: If the grievant is not satisfied with the disposition of the grievance at Step 2, then the Association may submit the grievance within twenty (20) working days of the date of the Step 2 answer to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as administrator of these proceedings unless the parties agree to an alternate process. If a demand for arbitration is not filed within twenty (20) working days of the date of the Step 2 answer, then the grievance shall be considered withdrawn.

#### 3.4 Bypassing Steps and Class Grievance

If the Superintendent and the grievant mutually agree, any step of the grievance procedure may be bypassed. 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 Step 2.

#### 3.5 No Reprisals Clause

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

#### 3.6 Filing of Materials

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

#### 3.7 Grievance Withdrawal

Grievances may be withdrawn by the grievant or the Association at any step of the grievance procedure without establishing precedent. Grievances not appealed with the designated time limits shall preclude further appeal, provided there has been no written mutual agreement of extension. If the employer's written decision has not been rendered within the time limits, then the grievance may be advanced to the next step.

#### 3.8 Arbitration Costs and Procedures

Each party will bear the full cost for its representation in the arbitration. The fees and the expenses of the arbitrator and American Arbitration Association shall be shared equally by the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost for the transcript. The parties may agree to share the cost of all transcripts, including that furnished to the arbitrator.

#### 3.9 Settlement

By mutual written agreement of the Association and the Board, a grievance may be settled at any step.

#### 3.10 Release Time

In the event an Employee or Association representative is required to attend a step meeting or arbitration hearing as provided above, such individuals may be released from their regular assignment without loss of pay or benefits, provided they receive prior approval from Superintendent. The Superintendent's approval of any such release time shall be entirely discretionary and nonpresidential.

#### 3.11 Authority of the Arbitrator

The arbitrator shall have no right to alter, amend, modify, ignore, enlarge, add to, delete, subtract from or change the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing and shall have no authority to make any decision on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying applicable laws and regulations.

## Article IV – Association Rights

### 4.1 Use of Building and Equipment

Meetings of the Association shall not be held during the school day. With the prior approval of the Superintendent, the Association and its representatives shall have the right to use school buildings for meetings and to transact official Association business on school property at all reasonable times provided that this does not interfere with or interrupt school operations. The Board shall have the right to charge the Association for custodial services.

With the prior approval of the Superintendent or his/her designee, the Association may be permitted to use district copy machines outside the regular workday.

The Board agrees that the Association may utilize bulletin boards in work room/lounge of each building for postings notices of activities and other matters related to the Association's business as negotiating agent of the employees provided that all material posted shall first be approved and initialed by the President of the Association with a copy to the Superintendent.

The Association representatives and bargaining unit employees may not conduct any Association business during the workday, but may be permitted reasonable use of district computers and email accounts outside the workday. The Association may use the District's internal mail for a reasonable volume of mailings related to the Association's business.

### 4.2 Reproduction of Agreement

Within thirty (30) days after this agreement is signed a sufficient number of copies for each bargaining unit member plus five (5) additional copies shall be printed per year of the contract. The Association President shall also receive an electronic copy of the agreement in Word and PDF format.

### 4.3 Right of Information

The Board and/or its designee shall provide the Association a copy of the Board's agenda for all regular and special meetings and will provide the Association copies of approved open meeting minutes, the approved budget and approved Annual Financial Reports. The President of the Association shall be given written notice of all regular and special Board meetings and a Board agenda no less than forty-eight (48) hours prior to the scheduled meeting. The minutes of the previous month's Board meeting will be provided with the next month's meeting agenda.

### 4.4 Fair Share

A. Each Employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

B. In the event that the Employee does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

D. In the event of any legal action against the Board 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:

1. The Board gives immediate notice of such action in writing to the Association, and permits the Association, and permits the Association intervention as party if it so desires; and
2. The Board 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.

E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this Article.

It is expressly understood that this saves 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 Board or the Board's imperfect execution of the obligations imposed upon it by the Article.

F. The obligation to pay a fair share fee will not apply to an Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

#### 4.5 Employee Information

The District shall provide the names and addresses of all current non-certified employees and newly hired employees with ten (10) days of initial employment to Union President.

### Article V – General Working Conditions

#### 5.1 Medical Conditions and Administering Medications

- A. The District will not, without the agreement of an employee, require an employee to administer medication to students, unless listed in their job description.
- B. The Superintendent or his/her designee shall, in his/her sole discretion, notify teachers of students' medical condition(s) on a need to know basis.
- C. The District shall retain its right to schedule training during the workday for all employees to include, but not limited to, CPR, First Aid and Defibrillators.
- D. Employees shall be responsible for submitting an emergency contact form on an annual basis and, if submitted, the form will be maintained both campuses.

#### 5.2 Just Cause Discipline

No non-probationary non-certified Employee shall be dismissed or suspended without pay without just cause. Written notice of the reasons for such dismissal or disciplinary action shall be provided to the Employee. An employee may be suspended without notice when such action is required to protect lives or property or when the health and welfare of students or other staff are endangered by the continuous presence of the Employee.

### 5.3 Probationary Period (Non-Certified)

Non-certified bargaining unit employees shall be employed on a probationary basis until successful completion of ninety (90) workdays of continuous employment. Probationary Employees are hired at-will and subject to immediate termination for any reason and are not eligible for access to the contractual grievance/arbitration procedures for any dispute concerning termination. Upon successful completion of the probationary period, the Employee shall be entitled to seniority retroactive to the date the Employee was initially hired.

### 5.4 Job Descriptions

The Superintendent will create job descriptions for non-certified personnel. These descriptions will be approved by the Board of Education, and used by Administration for evaluation procedures.

## Article VI – Personnel File

### 6.1 Conditions and Procedures for Placement of Material in File

- A. No negative material shall be placed in the file unless the Employee has first been notified ten (10) work days in advance of the date the information is placed in the file.
- B. When an employee is required to appear before the Board concerning matters of dismissal or reduction in pay or official reprimand, the employees shall have a minimum of three (3) school days written notice with the reasons clearly stated and may have at least one (1) representative present.

### 6.2 Right to Respond to Materials in File

The Employee shall have the right to respond in writing to any material which is entered into his/her file and his/her response shall be attached to the file.

### 6.3 Right to Examine File

An Employee shall have the right to examine his/her personnel file within three (3) business days of the written request to review his/her file. The employee may have a representative of the Association accompany his/her in such review.

### 6.4 Right to Reproduce Materials in File

Upon request, an Employee may reproduce any materials in his/her personnel file.

## Article VII – Support Staff Working Conditions

### 7.1 Work Week and Workday

The Workday for full-time custodians shall be 8 hours and the workweek consisting of Monday thru Friday.

The workday for full-time secretaries shall be 7.5 hours and the workweek consisting of five (5) consecutive school days.

The workday for full-time para-professionals shall be 7 hours, and the workweek consisting of five (5) consecutive school days.

On School Improvement Days or Early Dismissal Days except for Secretaries, 10 and 12 month employees all other non-certified employees shall be dismissed at the same time as the students.

## 7.2 Paid Holidays

The following are paid holidays for all full-time non-certified employees when the District's observance of the holiday falls on an employee's regularly scheduled workday.

New Year's Day

Martin Luther King, Jr. Birthday (3<sup>rd</sup> Monday in January)

President Lincoln's Birthday

Casimir Pulaski Birthday (1<sup>st</sup> Monday in March)

Good Friday

Memorial Day

Independence Day (only applies to 12 month full-time employees)

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day (Thursday)

Thanksgiving Day After (Friday) (only applies to 12 month full-time employees)

Christmas Eve (only applies to 12 month employees if it falls during the week)

Christmas Day

Christmas Day After (only applies to 12 month employees if it falls during the week)

To be eligible to be paid for a holiday an employee must be scheduled to work on the holiday, must work the last scheduled working day before the holiday and first scheduled working day following the holiday. Holidays on a Saturday will be celebrated the Friday prior to the date. Holidays on a Sunday will be celebrated the Monday after the date and will be considered a paid holiday.

## 7.3 Holiday Pay

Employees that are required to work on a Board-designated school holiday shall be paid at the rate of one and one half (1.5) times their regular hourly rate of pay.

## 7.4 Vacations

Twelve (12) month full-time calendar year non-certified employees shall be provided paid vacation subject to the following:

A. To be eligible for vacation, the non-certified employee must be employed full-time eight (8) hours per day for the twelve (12) month calendar year.

B. After completing one full year of employment, the employee shall be entitled to five (5) days' vacation. All earned vacation will be credited to the employee on his/her employment anniversary date. After one full year of employment, vacation shall accrue as follows:

1 year – 2 years: five (5) vacation days each year

3 years – 10 years: ten (10) vacation days each year

Over 10 years: fifteen (15) vacation days each year

Over 15 years: one (1) extra vacation day per year with a maximum of twenty (20) days

C. Vacation must be used in full day increments and must be used within twelve (12) months from the date it is credited to the employee or it shall be forfeited. Vacation shall not accrue from year to year.

D. An employee must submit a written request for vacation at least three weeks in advance of the requested vacation. The Superintendent or his/her designee shall, in his/her sole discretion, approve or disapprove the employee's request for vacation. The Superintendent's decision to either approve and/or deny an employee's vacation request shall be final and not subject to appeal through the grievance/arbitration procedures.

#### 7.5 Classifications within Bargaining Unit

For the purposes of this Agreement, Employees shall be placed in the following classifications/categories of positions for seniority, reduction in force and recall purposes:

- A. Secretaries
- B. Paraprofessionals
- C. Custodians
- D. Translator
- E. Librarian (10 month employee)
- F. RTI Aides
- G. Nurse Aide

#### 7.6 Seniority

Definition of Seniority:

Length of continuing service in the School District within a specific category of position set forth in Classifications within Bargaining Unit. An employee can lose seniority by the following:

- A. Resignation
- B. Dismissal for Cause
- C. Retirement
- D. Expiration of Recall

#### 7.7 Seniority List Procedures

The Board shall prepare, maintain, post and distribute to the Association President or designee an initial seniority list within thirty (30) calendar days after this Agreement is signed by both parties. Thereafter, the list shall be posted and distributed to the Association President no later than February 1 of each year. Each employee shall have twenty (20) days from the date of posting to file specific written objections with the Superintendent to the information contained in the list. Failure of the employee to make a timely objection shall be deemed to be an acceptance of his placement on the seniority list and shall waive any rights until the posting of a new seniority list.

#### 7.8 Notification of Reduction in Force

In the event of a reduction in force affecting bargaining unit Employees, the Board shall first dismiss the Employee with the least seniority within the specific classification/category of position under Classifications within Bargaining Unit, above, of this Agreement in which the reduction of force occurs,

provided the Employees not subject to dismissal in that classification/category of position are qualified to fill the positions remaining in that classification/category of position after the reduction in force. If the unaffected Employees are not qualified to fill the remaining positions in that classification/category of position, the Board shall first dismiss the least senior Employee who is not qualified to fill the remaining positions in that classification/category of position rather than the least senior Employee overall. Employees who are removed or dismissed for such reasons shall receive a written notice in accordance with The School Code (105ILCS5/10-23.5).

#### 7.9 Re-Employment Procedures after Layoff

Full-time non-certified employees dismissed pursuant to a reduction in force shall have recall rights in reverse order of seniority to the specific classification/category of position from which the employee was removed, provided the employee meets the qualifications for the position. The recall period for non-certified employees shall be consistent with and in accordance with the School Code.

It shall be the responsibility of the employee subject to recall to apprise the Board in writing of said employee's mailing address at the time of layoff and of each mailing address change during the recall period. The Board's obligation to recall shall be met when it sends an offer to recall an employee on layoff by certified mail, posted to the employee at the last mailing address the employee has provided the Board. The employee shall have ten (10) days from the date of receipt of such recall offer to respond to such offer. If the Board does not receive such response before the ten (10) day period has elapsed, the employee will be presumed to have rejected the offer. Any Board offer of a position to an employee on layoff and subject to recall, rejected by the employee, will discharge all Board obligations to the employee to other future recalls from the instant layoff.

#### 7.10 Association Meetings

With the prior approval of the Superintendent or his/her designee, non-certified employees scheduled to work outside the teacher's workday may be released from their duties for a period not to exceed one (1) hour to attend Association meetings located within the School District. The employee shall make up the missed time on the same day the meeting is held.

#### 7.11 Working Outside Job Category

If an employee is assigned to another job category on a temporary basis during their regular work hours, the employee will be paid his/her regular rate of pay for the job category to which the employee is permanently assigned.

#### 7.12 Transfer Category to Category

Transfers shall be defined as either a voluntary or involuntary move from one position to another within the Association. When an aide is involuntarily transferred from one aide category to another aide category, unless such transfer is for disciplinary reasons, the aide will not suffer a loss of pay and will be placed in the step closest to their previous pay rate.

#### 7.13 Lunch

Non-certified employees required to work four (4) or more hours during a workday shall be entitled to a thirty (30) minute duty free lunch. However, aides working four (4) or more hours during a workday will be granted the lunch period equal to the lunch period of the teacher to which the aide is assigned. The employee's supervisor shall schedule the lunch break.

#### 7.14 Breaks

Each full-time eight hour non-certified employee shall receive a fifteen (15) minute break in the a.m. and a ten (10) minute break in the p.m. The employee's supervisor shall approve and schedule the breaks.

#### 7.15 School Closing (Custodians)

Custodians are expected to report to work and perform assigned duties during inclement weather and shall report to work on all days that school is closed/cancelled for any reason. Custodians shall make every effort to report to work as scheduled but, if the custodian is unable to report due to inclement weather, the custodian must immediately notify his/her immediate supervisor. This is subject to the Superintendent's discretion. The employee will not be docked.

#### 7.16 Vacancy Definition

Any non-certified employee may apply for transfer when vacancy exists. A vacancy shall be defined as an opening in a newly created position which occurs as a result of the employee's resignation, retirement, promotion, reassignment, transfer, or termination on which the board decides to fill and is not filled by the reassignment of current bargaining unit personnel. Such application for vacancy shall be in writing and submitted to the Superintendent within the ten (10) day posting period. The request for the transfer will be reasons for the denial. Vacancies shall be filled upon qualifications of the applicant, needs of the District and seniority.

#### 7.17 Vacancy Posting

Vacancies occurring within the District, including newly created positions shall be posted on a designated bulletin board at both campuses during the school year. Position as described above shall be posted at least ten (10) days prior to being filled.

When school is not in session, a written notice of all vacant positions in the District shall be emailed to the Association President's home address and his/her email address and to all employees school and home email addresses.

#### 7.18 Assignment Notification

Paraprofessionals will be given written notification of assignment for the forthcoming school year on or before August 7<sup>th</sup>. These tentative assignments are subject to change due to unforeseen circumstances.

### Article VIII – Leaves

#### 8.1 Sick Leave

The Board shall grant regularly employed support personnel that meet the IMRF "600 Hour Standard" twelve (12) sick leave days per school year. Twelve (12) month employees will be granted fourteen (14) sick leave days.

Employees with fifteen (15) years' experience in the district shall be entitled to thirteen (13) sick days per school year.

Employees with twenty (20) years' experience in the district shall be entitled to fifteen (15) sick days per school year.

Twelve (12) month employees with fifteen (15) years' experience in the district shall be entitled to fifteen (15) sick days per school year.

Twelve (12) month employees with twenty (20) years' experience in the district shall be entitled to sixteen (16) sick days per school year.

If any employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum available leave of 240 days. Employees shall be entitled to use sick leave pursuant to the Illinois School Code, 105 ILCS 5/24-6. After three (3) days of continuous absence the Board may require a physician's statement. Any unused sick days accumulated above and beyond the number of sick days recognized by IMRF (240), employee will be paid for unused sick days on the employee's last payroll check.

Amount to be negotiated.

### 8.2 Personal Leave

The School Board shall grant regularly employed full-time support personnel that meet the IMRF "600-Hour Standard" a maximum of two (2) personal leave days per work year which may accumulate to a maximum of five (5) days. Nine (9) and ten (10) month employees who have been employed by the district for 15-19 years will receive 1 additional personal day, 20-24 years an additional personal day and over 25 years 1 additional personal day. Unused personal leave days shall roll over into unused sick leave. Use of personal leave days shall be subject to the following conditions/limitations.

1. Must submit leave request form to the building principal at least two working days in advance.
2. Cannot be taken before or after a school holiday, Winter and Spring breaks.
3. Cannot be used the first week of the school year or the last week of the school year.
4. The District may limit the number of approved personal leave days on any one (1) day based on the availability of substitutes
5. Must be approved by the Superintendent and specify reason for request on the leave form if employee is unable, due to an emergency, to submit the leave request form two working days in advance.
6. Upon written request, an employee may use personal leave outside the above limitations at the discretion of the Superintendent and/or Board of Education.

### 8.3 Unpaid Leaves

An employee may, for personal or professional reasons, request an unpaid leave of absence. The request for unpaid leave or absence shall be in writing, with reasons for the leave and submitted for board consideration. Where practical the educational support personnel shall give the board notice of his/her intent to return no later than March 1. During the time of leave failure to notify the board of his/her intent to return shall be considered as a resignation. Any education support personnel on leave shall not receive any benefits as specified in this agreement. Any educational support personal on leave may retain insurance benefits at his/her expense.

Employees on approved leave of absence will retain seniority but will not accrue seniority while on such leave.

### 8.4 Jury Duty

Any employee called during their work hours for jury duty shall be paid his/her full compensation for such time with no loss of any leaves, seniority, or loss of any other benefits.

### 8.5 Bereavement Leave

In addition to use of immediate family, one (1) bereavement day shall be available to each part-time employee and three (3) bereavement days shall be available to each full-time employee per year to attend the funeral of an immediate family member. Such days are non-accumulative. Immediate family of an employee shall be defined as parents, spouse, sisters, brothers, children, step children, grandparents, grandchildren, and brother/sister-in-law, father/mother-in-law, son/daughter-in law and or legal guardian.

#### 8.6 Association Leave

The Association will be allowed a maximum of four (4) non-cumulative days per school term for Association business leave. Association business leave shall be defined as an Association official or representative's attendance at or participation in local, state, or national conferences of affiliated organizations or Association business meetings. The following procedures and limitation shall apply:

1. No more than two (2) employees shall use Association leave on any one particular workday.
2. No one employee may use more than two (2) Association leave days per school term.
3. The Association President must submit a written request for the Association leave to the Superintendent at least five (5) workday before the leave day.
4. Association leave may not be used in increments of less than one-half (1/2) days and no Association leave shall be used the first and last week of any school term.
5. The Association's request for leave will be granted if the District can secure a substitute for the employee(s) and the Association shall reimburse the District for the cost of any substitute(s).

### Article IX – Evaluation

#### 9.1 Purpose of Evaluations

The primary purpose of employee evaluation shall be the improvement of performance. All evaluations shall be conducted in good faith toward this purpose.

#### 9.2 Evaluation Process

A. All employees shall be formally evaluated throughout the school year. Observations shall take place between November and March.

B. Aides and Secretaries will be evaluated by their building Principal, Janitors will be evaluated by the Administration.

#### 9.3 Notification

Employees shall be acquainted with the evaluation procedures by the Administration within six (6) weeks after the beginning of each school year. All evaluations shall include informal observations, and a post evaluation conference between the non-certified staff member and the evaluator.

#### 9.4 Post Conference

The evaluator shall have a meeting with the employee by the end of March of the current school year to review the results of the cumulative evaluation.

#### 9.5 Employee Response

The employee shall have the right to submit a written response regarding any evaluation to be attached to the evaluation in question. The employee may also submit additional written comments following the post-evaluation meeting. All written evaluations and employee comments shall be placed in the employee's personnel file.

## Article X – Salary and Fringe Benefits

### 10.1 Salary and Stipend Schedules

#### A. Appendix A Non-Certified Employees Appendix

##### Appendix B Stipend Positions

B. A bonus of \$100.00 per year for each year worked will be paid to employees who have twenty (20) years or more of service with the district. If the employee notifies the Superintendent in writing of his/her decision to retire by March 1<sup>st</sup> of the year prior to the year in which they retire, the retirement bonus will be added to the final years annual salary and received throughout the final year of employment. If notification to retire is received in the final year of employment, a lump sum payment of the bonus will be included with the last payroll check in the final year of employment.

### 10.2 Health Insurance

No later than October 1, annually, the Association and a Board Member Representative will meet to discuss Health Care. For each full-time employee who desires to participate, the Board shall contribute an amount each month toward a group health plan for single coverage. The Board will pay up to a maximum amount per individual employee for the Plan B health insurance coverage in the following amounts: (the board will only pay the actual amount of the single monthly premium if the premium is below the following caps):

\$725.00 Maximum

Participating employees will pay any premiums in excess of the Board's maximum monthly contribution. All employees are subject to eligibility requirements. The parties agree to collaboratively review and consider ways to reduce insurance costs and further agree that a change from the current health insurance carrier (Egyptian Trust) will require the mutual agreement of the Board and Association.

Employees may elect a "cash option" in the amount of \$409.00 per month in lieu of Board paid health insurance for the duration of this Agreement.

### 10.3 Life Insurance

The Board will provide each eligible employee \$50,000 term life insurance coverage. Employees may purchase additional insurance up to the maximum amount allowed by the insurance carrier.

### 10.4 Mileage

Employees shall be reimbursed for all Superintendent-approved mileage for travel outside the School District's boundaries at the same rate approved by the Internal Revenue Service. Any employee who is required to travel between campuses during their respective workday will also be reimbursed at the IRS rate. It is the employee's responsibility to complete a mileage sheet and submit it to the Superintendent or District Bookkeeper for approval.

### 10.5 Pay Periods

Employees shall be paid every other week for 12 months.

### 10.6 Payroll Deductions

The District shall make the following deductions from an employee's paycheck upon written authorization from the employee:

1. Flexible Benefit Plan
2. Health Savings Plan
3. Association Dues
4. Credit Union
5. Annuity
6. Tax Withholding

#### 10.7 Sick Leave Bonus

Full-time ESPS who demonstrate good attendance during the school year will receive a bonus amount in his/her June payroll check according to the following:

0 Sick Day Used: \$200.00

1 Sick Day Used: \$100.00

2 Sick Days Used: \$50.00

#### 10.8 Longevity Bonus

All eligible employees shall receive a longevity bonus the first payroll of November.

Full-time employees must work at least 30 hours per workweek.

Employees with 10-14 years' experience - \$200.00

Employees with 15-19 years' experience - \$300.00

Employees with 20 years and over experience - \$500.00

### Article XI – Continuity of Operations and Effect of Agreement

#### 11.1 Savings Clause

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

#### 11.2 No Strike Provision

The Association agrees that it will not strike during the terms of this Agreement.

#### 11.3 No Lockout Provision

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

#### 11.4 Effect of Agreement

A. Complete Understanding – The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

B. Contractual Amendment – This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereto may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in a written and signed amendment to this Agreement,

C. If any provision of this Agreement or any application of this Agreement to any Bargaining Unit Member or Employee or group of Bargaining Unit Members or Employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued in full force and effect.

This Agreement is signed and adopted this 25<sup>th</sup> day of June, 2018. In witness thereof for the:

Breese-Beckemeyer Educational Staff  
Association, IEA/NEA

The Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary