

Collective Bargaining Agreement

between

Board of Education

Brownstown C.U.S.D. #201

and

**Brownstown Education Support Personnel
Association**

an affiliate of the

Illinois Education Association

and

the National Education Association

2021-2022 through 2023-2024

ARTICLE I
RECOGNITION

- 1.1 The Board of Education of Community Unit District #201, Brownstown, Illinois, (hereinafter referred as the "Employer" or "Board") recognizes the Brownstown ESP Association, IEA-NEA (hereinafter referred to as the "Association" or "Union") as the sole and exclusive bargaining representatives for all regularly employed full and part-time non-certified staff, technology support specialist: excluding the administrative office bookkeeper, and all supervisory, managerial, confidential and short-term employees as defined by the Illinois Educational Labor Relations Act.
- 1.2 The Board agrees not to negotiate or to consult with any other employees' organization, individual employee, as defined in 1.1 above, with regard to negotiable items, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement.

ARTICLE II

NEGOTIATIONS PROCEDURES

- 2.1 The parties agree to negotiate in accordance with the terms and procedures of the Illinois Educational Labor Relations Act and its Rules and Regulations.
- 2.2 Negotiation Committee. Designated representatives of the Board and the Association shall constitute the respective negotiating committees. The parties' designated representatives will have all necessary powers and authority to make and consider proposals, counter-proposals, and tentative agreements in the course of negotiations, subject to ratification by the Board and the Association respectively.
- 2.3 Observers: Each party will be permitted to bring observers to negotiation meeting(s) as it deems necessary. The number of observers shall be established at the ground rules meeting.
- 2.4 Meetings: Negotiations for a successor agreement shall begin no later than May 15 of the year that this Agreement expires, unless the parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by the parties.
- 2.5 Exchange of Proposals: The deadline for the exchange of contract proposals will be established at the ground rules meeting held at the beginning of each contract negotiation year. This deadline will be mutually agreed to by the parties.
- 2.6 Agreement: When tentative agreement is reached on an item, it shall be reduced to writing and initialed by the parties prior to adjournment of the meeting. When tentative agreement has been reached on all items, it shall constitute a complete tentative Agreement, and shall be prepared for presentation to the Board and Association respectively for ratification.

Prior to presenting for ratification, the complete Tentative Agreement shall be proof-read by one representative from the Association and one representative from the Board.

Upon ratification, the Agreement shall be signed by the President and Secretary of the Association and the President and Secretary of the Board. It will become part of the official minutes of both parties.

- 2.7 Mediation: During negotiations for a successor agreement, the parties agree that they will jointly request the services of the Federal Mediation and Conciliation Services (FMCS) if the parties fail to reach agreement forty five days prior to the expiration date of the contract. Should FMCS be unavailable, the parties shall attempt to agree upon a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Labor Relations Board shall be notified.

ARTICLE III

RIGHTS OF THE BOARD

- 3.1 The Board, on its own behalf and on behalf of the electors of the District, hereby reserves and retains unto itself, without limitation, all powers, rights, and authority, dues, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Illinois and the United States.

ARTICLE IV

GRIEVANCE PROCEDURE

- 4.1 Definitions: Any ESP employee or the Association may be a grievant.

A grievance shall be any claim by the Association or any employee that there is an alleged violation, misinterpretation, or misapplication of the terms of this agreement.

The term "days" as used herein shall mean days in which school is in session, except that between the end of the school year and the beginning of the next school year, "days" shall mean calendar days, excluding Saturdays, Sundays, and July 4.

- 4.2 Limitations: Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with her/his supervisor and having the grievance adjusted without the intervention of the Association, provided that the adjustment is consistent with the terms of this Agreement.

- 4.3 Procedures: The parties hereto acknowledge that it is usually most desirable for an employee and her/his supervisor to resolve problems through free and informal communication. When requested by the grievant, a member of the Association grievance committee may accompany the grievant to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the grievant, a grievance shall be processed as follows:

STEP A The grievant shall present the grievance in writing to his or her supervisor within fourteen (14) days of the occurrence of the event giving rise to the grievance, or within fourteen (14) days of the time the grievant should have known of such event. The supervisor shall provide a written answer to the grievance within ten (10) days of the receipt of the grievance.

STEP B If the grievance is not resolved at Step A, the grievant may refer the grievance to the Superintendent or an official designee within ten (10) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response.

STEP C If the grievant and Association are not satisfied with the decision issued at Step B, the grievant may submit the grievance to the Board for its consideration by filing an appeal with the Secretary of the Board not less than ten (10) days prior to the next regularly scheduled Board meeting. Upon receiving such an appeal, the Board shall allow the grievant an opportunity to be heard at the meeting for which the grievance was scheduled. Within one month from the hearing of the grievance, the Board shall render its decision. The Board may hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one month after the initial hearing.

STEP D If the Association and the grievant are not satisfied with the disposition of the grievance at Step C or the time limits expire without the issuance of the Board's written reply, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step C answer, then the grievance shall be deemed withdrawn.

- 4.4 Arbitration: The arbitrator, in his award, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the Board and the Association, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of this Agreement.

Neither the Board of Education nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not been previously disclosed to the other party.

Each party shall bear the full costs for its representation in the grievance procedure.

If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.

Each party shall share equally in the cost of the arbitrator and the AAA.

4.5 Variations:

- A. Failure of an employee or the Association to act on any grievance within the prescribed time limits will bar any further appeal. If the administrator or Board fails to render a decision within the prescribed time limits, the grievant may proceed to the next step. Time limits may be extended by mutual consent.
- B. Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.
- C. Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the employee and the Superintendent.
- D. If a grievance involves a class of employees, the Association may initially file the grievance at Step B.
- E. Employees shall have the right to be represented by an Association representative, if one is requested, at Steps A through D of Article 4.3.
- F. With the Superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in Article 4.3 A-C.
- G. All records related to a grievance shall be filed separately from the personnel files of the employees.
- H. A grievance may be withdrawn at any level without establishing precedent.
- I. If the Association or any employee files any claim or complaint in any other forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE V

EMPLOYEE AND ASSOCIATION RIGHTS

5.1 Employee Discipline

Disciplinary action will be progressive except for gross misconduct. The sequence and necessity for the following steps will be determined by the Superintendent depending upon the circumstances of each case.

1. Verbal warning.
2. Written warning.
3. One to Five Day Suspension (With or without pay at the discretion of the Superintendent)
4. Discharge

Prior to the initiation of any disciplinary action against an employee, the employee shall have the right to a conference with the supervisor initiating such action. At the employee's request, an Association representative may be present. The specific grounds forming the basis for the disciplinary action shall be made available to the employee and the Association in advance of such conference.

Any such discipline shall be subject to the grievance procedure as set forth in this Agreement.

5.2 Right of Representation: When an employee is required to appear before the Board or the Administration concerning any matter which could adversely affect her/his employment, position, or salary, or which could lead to disciplinary action, the employee shall be entitled to have a representative of the Association present. The Board of Education shall also be entitled to have counsel present.

When an employee is so required to appear, she/he shall be advised in writing of the reasons for the meeting at least five (5) days in advance of such meeting, and advised of the right to an Association representative under this provision of the Agreement.

5.3 Employee Access to Personnel File

Each Employee shall have the right to review the contents of his/her personnel file, subject to the following conditions:

- A. The Board shall provide the employee with the inspection opportunity within seven (7) working days after the employee makes the request. If the employer can demonstrate, through a reasonable showing, that such deadline cannot be met, the employer shall have an additional seven (7) working days to comply.

- B. The employee shall not be entitled to inspect or view any materials exempted from such inspection or viewing under section 10 of the Illinois Personnel Records Act.
- C. The employee's review of his/her personnel file shall take place during the normal working hours of the central Unit Office. The Superintendent and/or his designee reserves the right to be present at such review.
- D. The employee shall not be entitled to remove any part of his/her personnel records from the personnel file.
- E. After the employee has reviewed the contents of his/her personnel file, the employee may request that copies be made of specified information contained in the file. The Board shall charge \$.05 per page as a fee for the cost of reproduction.
- F. Employees shall have the right to attach a written response to materials placed in their personnel file.
- G. Employees shall be provided a copy of materials placed in the personnel file.
- H. All material placed in the employees personnel file shall be signed by the originator of the correspondence.
- I. All matters pertaining to an employee's personnel file shall be handled in accordance with the Illinois Public Act 83-1104.
- J. No written disciplinary letter shall be in effect after 3 years, if no other related incidents have occurred.

5.4 Rights to Organize: Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board.

5.5 Payroll Deduction: Upon written request of an employee on an Authorization Form furnished by the Association, the Board shall deduct from the compensation of that employee the current dues, payments or contributions payable by that employee to the Association. Such authorization shall remain in effect from year to year, except that the employee may revoke it between September 1 and September 15 of any year.

All dues, payments or contributions deducted by the Board shall be remitted to the Association no later than ten (10) working days after such deductions are made.

The Board also agrees, upon written authorization from an employee, to provide payroll deduction for:

- insurance premiums
- payments to credit union
- tax sheltered medical spending account
- other (child support)

5.6 Meetings, Notices, and General Information

The local Association shall have the privilege, upon the approval of the Superintendent to use the school building for meetings at times when school is not in session provided that such meetings do not interfere with any aspect of the instructional and/or extracurricular programs of the District. All meeting areas and times for such meetings are subject to advance approval of the Superintendent. The Association shall provide two (2) days written notice to the Superintendent before he will consider the request.

The Association may post and maintain official notices or announcements on the existing bulletin boards.

An authorized local representative of the Association may have the privilege of placing a reasonable number of official Association announcements in the employee mailboxes.

- 5.7 Notice of Meetings: The President of the Association or the President's designee will be given written notice of all regular and special meetings of the Board, together with a copy of the agenda in advance of such meeting. The President or designee shall also be given a copy of the official minutes of such meetings, once the minutes are approved by the Board. During summer months, the Board will mail or email to the Association President notices of Board meetings and the copies of the minutes.
- 5.8 Rights of Citizenship: An employee's exercise of the rights of citizenship outside of the employee's responsibilities and duties shall not be grounds for disciplinary action against the employee unless such actions interfere with the satisfactory performance of School duties.
- 5.9 Rights to Address Board: The Association shall have the right to address the Board at regular meetings of the Board or committees of the Board.
- 5.10 Documents: The Board agrees to provide to the President of the Association or designee a copy of the District's Budget, budget amendments, annual financial report, board policies, and policy additions, deletions or modifications.
- 5.11 Names of New Employees/Resignations, Retirements, Terminations: Names, addresses and phone numbers of newly hired members of the bargaining unit shall be provided to the Association President or designee within ten (10) days of the

date of their employment. The Board also agrees to notify the Association President or designee in writing within ten (10) days of any resignation, retirement, or termination of any member of the bargaining unit.

- 5.12 Association Representatives: Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided, however, such representatives shall not interfere in any way with employee job performance. Such Representatives shall notify the Building Principal's Office when they enter and leave the premises.
- 5.13 Distribution of Agreement: Within thirty (30) days of ratification of the Agreement, the Board shall have one copy of the Agreement prepared and delivered to the Association. The approved Agreement will then be posted for public viewing on the district website.
- 5.14 The Board shall provide notification to the Association President 7 days prior to a Waiver Hearing. This notice shall also provide the nature of the waiver.
- 5.15 Fair Share

As of June 27, 2018, school districts are prohibited from withholding fair share fees from non-union members.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

- 6.1 General Conditions of Employment: The following general conditions of employment shall apply to all employees in the bargaining unit, regardless of classification.
 - A. Permanent Replacement Substitute employees may not be used to fill a permanent opening in a present classification or newly created position for more than 90 calendar days.
 - B. Unsafe and Hazardous Conditions: Employees shall report unsafe and hazardous conditions to the Superintendent.
 - C. Resignation: An employee who is resigning from his/her position shall give the normal two weeks notice.

- D. Earned Vacation Pay: Following one complete year of satisfactory service, earned vacation shall be paid according to the proportion of full months worked to the total contract year.
- E. Probationary Period: New employees shall serve a period of ninety (90) consecutive work days as a probationary employee prior to being granted continuing employment as a full or part-time employee.
- F. Reduction in Force: In the event it becomes necessary for the District to reduce the number of employee positions or hours for any reason, all probationary employees in the affected classification shall be laid off first. Employees shall be laid off in the inverse order of the seniority within the classification.

No new employees shall be hired within any classification having employees on lay off status who are in the classification unless those on lay off have declined recall.

Reduction in force notices to employees shall be given at least thirty (30) days prior to the last day of the school term.

Employees who are laid off shall be recalled in their classification in reverse order of their lay off. Laid off employees shall be eligible for recall from the day of lay off to one year from the beginning of the following school year.

Seniority shall not be interrupted by lay off.

Accumulated sick days shall be retained, but not accrued during a period of layoff, for as long as recall rights remain.

- G. District Seniority
 - 1. Definition: For purposes of this Agreement, seniority shall be defined as the length of continuous service measured from the first day upon which duties are first performed in the District by job classification.
 - 2. Categories of Position: For purposes of determining seniority among employees in the bargaining unit, the following categories of positions shall exist within the meaning of Section 10-23.5 of the Illinois School Code.
 - a) Cook
 - b) Custodian

- c) Maintenance
- d) Building Secretary
- e) Teacher Aide
- f) Library Aide
- g) Full-time Bus Driver (A.M. and P.M. routes)
- h) Part-time Bus Driver (A.M. or P.M. route)
- i) Study Hall Aide
- j) Nurse
- k) Technology Support Specialist
- l) Transportation Secretary
- m) Health Aide

3. Seniority Breaks Seniority shall not accrue during any unpaid leaves of absence. Seniority shall accrue during worker's compensation.
4. Loss of Seniority All seniority shall be lost upon resignation, retirement, dismissal or upon layoff when recall rights expire.
5. Seniority List On or before February 1 of each year, in consultation with the Association, the Board shall develop a support staff seniority list. The list shall be categorized pursuant to the categories of positions set forth in 5.1 (1) (2), Categories of Positions, hereinabove. Each employee shall appear on the seniority list for each position to which said employee is currently assigned.
6. Seniority List Order. The seniority list developed pursuant to the above shall list the employee with the greatest seniority in each category of position first, followed by the other employees in each category of position of seniority. When two (2) or more employees of the same category begin work on the same day, seniority shall be determined by a random lot selection conducted by the Administration in the presence of the members and President of the Association.
7. Seniority List Exceptions: The Association shall have thirty (30) days from February 1 of each year to file exceptions to the seniority list. Exceptions shall be filed with the Superintendent of Schools.
8. Seniority Measure For purposes of start of service, end of service or breaks in service, seniority shall be measured in terms of days of service, and in no case shall seniority be

measured in terms of a unit of time smaller than a day. Overtime shall not be recognized for purposes of seniority computations. Fractions of years shall be measured by use of a denominator equal to the number of days in the routine regular work year for the particular category of position.

a)	Cook	177 days
b)	Custodian	260 days
c)	Maintenance	260 days
d)	Building Secretary	220 days
e)	Elementary Secretary	200 days
f)	Teacher Aide	180 days
g)	Library Aide	180 days
h)	Full-time Bus Driver	176 days
i)	Part-time Bus Driver	176 days
j)	Nurse	185 days
k)	Technology Support Specialist	180 days
l)	Transportation Secretary	176 days
m)	Health Aide	176 days

9. Seniority for Part-Time Employees Regularly employed part-time employees shall accrue fractional seniority. Full-time shall be what is typical of employees who work the most regularly scheduled hours for the category of position. The number of work hours in a normal work day for a full-time employee shall be as follows:

a)	Cook	6 ½ hours
b)	Custodian	8 hours
c)	Maintenance	8 hours
d)	Building Secretary	7 ½ hours
e)	Teacher Aide	7 ¼ hours
f)	Library Aide	7 ¼ hours
g)	Bus Driver	AM or PM route
h)	Nurse	7 hours
i)	Technology Support Specialist	7 ¼ hours
j)	Transportation Secretary	2 hours
k)	Health Aide	7 hours

10. Part-Time Seniority To calculate part-time seniority, the employee's routine regular work week, exclusive of overtime, shall be divided by the number of hours worked by a full-time employee in that category, as provided above, and the resulting fractional seniority shall be credited. Regular routine work week shall mean the

employee's work week from July 1 to June 30, exclusive of overtime.

If a bus driver is scheduled to drive an AM or PM route on a daily basis, then they shall receive (1/2) one half days seniority for the AM or PM route. If a bus driver drives an AM & PM route, then they shall receive (1) one days seniority.

11. District Seniority For purposes of this Agreement "seniority" shall be defined as the length of an employee's continuous service within the District. Said service shall be computed from the first day of current uninterrupted employment within the District. The "first day" shall be defined as the day upon which duties are first performed.

Seniority continues to accrue during any Board approved leave of absence.

12. No Outside Credit Employees who are promoted or transferred out of this bargaining unit and subsequently returned to the bargaining unit without a break in service shall have their seniority computed from their first day or original employment but will not be credited with seniority credit for the time spent outside the bargaining unit.

- H. Employee Work Day The maximum number of work hours in a normal work day shall be as follows:

Teacher Aides/Library Aides	7 ¼ hours
Custodians	8 hours
Cooks	6 ½ hours
Secretarial	7 ½ hours
Maintenance	8 hours
Nurse	7 hours
Technology Support Specialist	7 ¼ hours
Transportation Secretary	7 ½ hours
Head Cook	6 ¾ hours
Health Aide	7 hours

- I. Duty-Free Lunch Period All employees who work more than four (4) hours each day or shift shall be entitled to a 30 minute duty-free unpaid lunch period, which shall be in addition to the above-stated work day.

Custodians shall receive a one (1) hour unpaid lunch period during the school year and one-half (1/2) paid lunch period during the summer months.

- J. Breaks Employees shall be entitled to two (2) 15 minute breaks each normal work day. Part-time employees shall be entitled to one (1) 15 minute break during each four hour day.
- K. Fitness for Duty: An employee shall be required to complete a fit for duty test at the District's cost and at the designated service provider of the district. This testing will be completed in any of the following circumstances:
 - a) Pre-employment testing
 - b) After returning from a worker's compensation injury
 - c) After returning from a personal injury
 - d) When in the judgment of District Administration the apparent health condition of an employee would warrant the test.

The fitness for duty exam will be based on the job qualifications and requirements written into the employee's job description.

An employee must pass the fit for duty test in order to work and/or return to work for the school district.

- L. In-Service When an employee is required to attend an institute, training session, safety training, or in-service program during work time, the employee shall suffer no loss of pay or benefits for said time. If any employee is required to attend an institute, training session, or in-service program, the District shall pay any required fees.
- M. Employee Travel Employees who are required to use their vehicles to travel shall be reimbursed at the IRS rate. Employees shall request and use the school owned vehicles when feasible with the permission of one of the Administrative staff.
- N. Background Check

All applicants for employment with the District are required by law to submit to a criminal background investigation. If the investigation reveals that an employee has been convicted of any offenses enumerated in Section 10-21.9 of the School Code, any offer of employment or any employment of that person shall be null and void.
- O. Assignment The Board of Education retains the right to assign/reassign Non-Certified employees when it is determined to be in the best interests of the District.

- P. When an employee is asked to work out of classification during the regular workday, the employee shall be paid at the higher rate of pay.
- Q. Each employee will receive formal evaluations conducted by the Superintendent or building principal. During the first year of employment two evaluations will be given. After one year of employment, evaluations will be conducted once a year.
- R. Bomb Threat Procedure – In the case of a bomb threat, the school shall be closed until a thorough search shows the building to be clear of any such device. No employee shall be asked to search for a bomb.
- S. Employee Appreciation - An employee who has given the Brownstown Board of Education advanced written notification of his/her intent to retire, will have his/her salary increased by \$75 for each year of service in the district when the following criteria have been met.
1. The employee must submit a written notification to the Superintendent by July 1st in the year proceeding the expected retirement stating his/her intent to retire at the close of the individual's upcoming contract year.
 2. A letter of resignation must also be submitted to the Superintendent no later than March 1st in the year of the intended retirement.
 3. The employee must have worked a minimum of fifteen (15) years in the Brownstown District to qualify.
 4. The employee must be of legal age to retire as determined by the Illinois Municipal Retirement Fund.
 5. In the case of a serious illness that forces an employee to retire, the written notification and letter of resignation dates will be eliminated. A clarification of illness will be required from a qualified physician.

- 6.2 Conditions of Employment - Bus Drivers In addition to the aforementioned general conditions, the following conditions shall apply to bus drivers:

For the purpose of run assignment, separate seniority lists shall be established for regular runs and special runs.

When necessary, as determined by the administration, bus drivers will be assigned a minimum 2 extra duty trips per month. Assignments will be made based on the established seniority list. Otherwise, extra duty runs shall be assigned on a voluntary basis of rotation.

All extra curricular trip runs (trips other than regular route, including St. Elmo vocational, Early Childhood Special Education routes, Vandalia vocational and Special Education routes) shall pay a minimum of two hours extra trip pay.

Any employee that drives an extra-curricular trip during regular working hours will be paid regular pay until the regular hours are fulfilled. Then substitute bus pay will be paid. When a full time employee drives a regular route during the normal work-day, the employee will receive regular pay plus route trip pay.

The St. Elmo Vocational run and the Early Childhood Special Education run will be paid as hourly wages. The employee may request to have the salary paid as a 12 month salary. If paid as a 12 month salary, the Bookkeeper and driver with the approval of the superintendent may adjust the payments at the end of first semester and/or prior to the end of second semester.

The district shall pay up to \$125 reimbursement for drug test and physical examination for all bus drivers.

The district shall pay the \$65 CDL license renewal fee for all bus drivers.

- 6.3 Conditions of Employment - Teacher Aides and Library Aides In addition to the aforementioned general conditions, the following conditions shall apply to teacher aides and library aides.

Full Time Teacher Aides and Library Aides shall have a ½ hour planning period per day.

The Board will reimburse paraprofessionals \$50 toward the cost of renewal of their Illinois state paraprofessional license.

- 6.4 Conditions of Employment - Cooks In addition to the aforementioned general conditions, the following conditions shall apply to cooks:

In addition to the student attendance days, cooks shall work two half days at the beginning of the school year. The purpose of these half days shall be to set-up and take-down the cafeteria.

When school is not in session, a delivery is scheduled, and cooks are required to come to work to unload the truck, the cooks shall receive a minimum of 2 hour show up time.

The district will cover the cost for the sanitation class and license required by the State of Illinois. This will not apply to substitute cooks.

The work day of a cook on a SIP Day occurring within the 178 day work year described in section 6.1, subsection G shall be 2.5 hours. (MOU 1/23/2017)

- 6.5 Conditions of Employment - Secretaries In addition to the aforementioned general conditions, the following conditions shall apply to school secretaries:

Secretaries shall receive ½ hour paid lunch period during summer months.

- 6.6 Conditions of Employment - Custodians Custodians/maintenance shall be required to work three (3) days of Christmas break for normal maintenance and cleaning, excluding teacher institute days. Other non-student attendance days during Christmas break shall be allowed as paid holidays. In the event of an emergency situation on a non-student attendance day during Christmas break, (excluding the holidays), custodians/maintenance will be required to take care of the situation without additional compensation (example: broken heat, pipes, or snow removal) The custodians/maintenance will rotate building checks during Christmas break on non-holiday days at no additional compensation.

Custodians shall report for work on emergency days for a complete eight (8) hour day. A custodian/maintenance who is unable to report for work because of road conditions will have that day deducted from vacation time. If no vacation time remains, then it will be deducted from vacation time of the following fiscal year.

In the event of extreme weather or conditions that necessitate week-end or holiday building checks. The custodian doing so will be compensated for a minimum of 2 hours at a rate of 1 ½ times regular hourly wage.

- 6.7 Conditions of Employment – School Nurse and Health Aide. In addition to the aforementioned general conditions, the following conditions shall apply to the School Nurse and Health Aide.

The School Nurse and Health Aide agrees to complete continuing education hours in order to maintain licensure, nursing certification, and clinical competence. The Nurse and/or Health Aide will submit a request for approval to the Superintendent to attend Professional Development

activities. The Nurse and Health Aide may submit reimbursement requests for approved activities.

The Board will reimburse the School Nurse and Health Aide \$88 every two years for the cost of renewal of their Illinois state Nursing license.

- 6.7 Conditions of Employment – Technology Support Specialist The work year will be one hundred eighty (180) days with additional days being added as needed during the summer months. The board has the right to employ an independent contractor for technology support services. As long as the district is under contract with an independent contractor, the district will not need to post the position. If a qualified applicant is hired, as a bargaining unit member he/she will begin work effective the next fiscal year with the independent contractor fulfilling their contractual duties for the remainder of the current fiscal year.

ARTICLE VII

ASSIGNMENTS, VACANCIES, PROMOTIONS, TRANSFERS

- 7.1 Notification of Assignment All employees shall be given written notice of their tentative assignments for the forthcoming year no later than August 1st preceding the first day of the new school term. In the event changes in such assignment are proposed, the employee affected shall be notified. The employee shall be allowed to resign if such change is not acceptable to him/her.
- 7.2 Vacancies
- A. A vacancy shall be defined as a position which has been newly created, or has been vacated due to transfer, promotion, reassignment, resignation, retirement, death, or termination. The term "vacancy" shall not apply to any position from which an employee is absent due to leave.
 - B. Whenever a vacancy occurs, the Unit Office shall post a vacancy notice in all school buildings and mail a copy to the Association President.

- C. Nine or ten month employees who are away from their assignments during the summer months may request in writing that the Personnel Office mail to them a copy of vacancy notices.
- D. Qualified employees will complete an application acquired from the Unit Office. Vacancies shall be filled from among those making application. District seniority shall be a factor in filling vacancies.
- E. Any employee may bid on a vacancy.
- F. Vacancy notices shall contain the qualifications for the position and the deadline for making application. Other information such as a list of duties, hours, number of work days, and rate of compensation will be available upon request from the Unit Office.

ARTICLE VIII

LEAVES

- 8.1 **Sick Leave** All full or part-time employees who work at least 600 hours per year shall be entitled to twelve (12) days of sick leave per year. Twelve (12) month employees shall be entitled to fourteen (14) days of sick leave per year. Sick leave shall accumulate to a maximum of 240 days, including the leave of the current year. Part-time employees working four (4) hours or more per day shall earn pro-rated sick leave. Sick leave must be taken in increments of at least ½ day.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. Immediate family shall be interpreted to include parents, step parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Each payday, the employer shall notify each employee in writing as to the number of accumulated sick days accrued.

The Board and/or its designee shall monitor the use of employee sick leave and may request a physician's certificate of treatment as the Board and/or its designee deems necessary.

Under extenuating circumstances with Superintendent approval, sick leave days may be used for bereavement other than for stated family members.

At retirement or resignation of any employee in good standing, the employee shall have the option to roll all unused, unpaid sick leave days into IMRF or be paid at the daily rate of pay of \$50 per day for all unused sick days. In the event of the death of the employee all unused sick days, vacation days, and personal days shall be paid to the beneficiary. An employee who is terminated or resigns to avoid termination will not be entitled to this benefit.

Full-time employees who miss (1) day or less of sick leave and (2) days or less of personal/business leave shall receive a \$200 bonus at the end of the fiscal year.

8.2 Absence Due to "On the Job" Injury

In the event the employee has exhausted their sick leave, the Board will pay the regular salary to an employee for time off work as a result of compensable injury during the three day waiting period not covered by Workmen's Compensation.

Absence due to injury incurred in the course of the employee's work day while performing assigned duties may be treated as sick leave. However, income received from Workers' Compensation shall be deducted from the District's compensation liability to the employee. When income from other than District funds is received by the employee due to his/her injury, the District shall only be responsible for the remaining salary owed the employee. The intent of this provision is that in no case shall the employee who was injured while performing his/her duties receive more than one hundred percent (100%) of his/her gross salary.

If an employee who is injured on the job receives no District funds, no sick leave benefits will be deducted. If an employee who is injured on the job receives District funds, sick leave benefits will be deducted on a prorated basis.

The formula used when computing the District's liability to an employee when receiving Workers' Compensation shall be:

The employee shall be responsible for the employee portion of all health insurance premiums.

- A. Annual Employee's Salary divided by 365 days =X
- B. Daily Workers' Compensation Dollar Amount based on 365 days=Y
- C. X minus Y = Z (daily salary liability to the District)
- D. Z divided by X = percent of District liability
- E. Percent of District Liability times the number of work days missed = amount of sick leave deducted.

8.3 Emergency or Personal Needs Leave: Upon application to the Superintendent employees will be allowed **three (3)** days Emergency or Personal Needs Leave Days under the following conditions:

- A. All day's leave will require Superintendent approval for the following:
 - 1. Less than three (3) days notice.
 - 2. The day immediately proceeding or following a holiday or vacation.
 - 3. Days in the first or last week of school.
 - 4. Availability of substitutes in the category.
- B. Special consideration will be given by the Superintendent for special events (weddings, graduation, college registration, etc.) with supportive evidence for members of the immediate family only. (Definition of immediate family consistent with the sick leave.)
- C. Days must be taken in increments of at least ½ day.
- D. Unused leave days will be added to accumulated sick leave on or before June 30th of each year.
- E. If no personal leave is used in one year, one additional day of sick leave will be added to the employee's accumulated sick leave at the end of the school year. (A total of 4 days added – 3 personal days + one sick leave)

8.4 Leave for Jury Duty Leave for jury duty shall not be counted against allowance for emergency leave or sick leave.

Employees who lose work time in the District on day(s) they are scheduled to work to serve on jury duty, or, pursuant to a subpoena, serves as a witness or has a deposition taken in any school related matter pending in court shall lose no salary thereby provided that.

- A. The employee provide notice to the administration of the scheduled dates of their absences upon receipt of the pending court duty.
- B. The employee remits to the Board any money received for such services less mileage and meals.

8.5 Leave for Guard or Reserve Duty

- A. The jobs and career opportunities of any employee will not be limited or reduced because of service in the National Guard or Reserve.
- B. Any district employee will be granted short-term leaves of absence when required for military training in the Guard or Reserves without sacrifice of vacation time.
- C. When required by the Guard or Reserves to report for training duty, any employee may apply for and receive leave with full pay for a period not to exceed ten (10) days in any school year, provided that the employee shall pay the school district whatever amount is received for the service, but not to exceed the school district salary for the period of the leave.
- D. When required by the Guard or Reserve to report for short-term emergency or disaster duty, any employee may apply for and receive leave with full pay for the days on duty with the Guard or Reserve, provided that the employee shall pay to the school district whatever amount is received for this service, but not to exceed the school district salary for the period of the leave.

8.6 Family Medical Leave

Up to twelve (12) workweeks of unpaid leave will be granted upon a request approved by the Board in accordance with the Family and Medical Leave Act for the following reasons:

Eligible employees may use unpaid family and medical leave, guaranteed by the federal Family and Medical Leave Act, for up to a combined total of 12 weeks based on a "rolling" 12-month period. (Each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks, which has not been used during the preceding 12 months).

- 1. Birth of a child.
- 2. The placement of a child with the employee for adoption.
- 3. The care of a spouse, child or parent with a serious health condition, or
- 4. A serious health condition of the employee which makes the employee unable to perform the functions of the position.
- 5. For any qualifying exigency arising out of the fact that a spouse, Son, daughter, or parent is a military member on covered duty or Call to covered active duty status.
- 6. To care for a covered service member with a serious injury or Illness (Military Caregiver Leave)

- 8.7 Non-Paid Leave of Absence Leaves of absence without pay may be granted to employees who have completed at least one year of satisfactory service to the District upon making application and receiving approval of the Board. Each approved leave of absence shall be of the shortest possible duration.

Leaves of absence without pay may be granted to employees for up to a maximum of one full year, according to the following conditions:

- A. Written requests for a leave of absence without pay should be made at least ninety (90) days before the leave is desired and all such leaves are subject to final approval of the Board.
- B. Dates of departure and return must be acceptable to the Board and the administration.
- C. Employees granted a leave of absence must inform the Superintendent of his/her desire to return to work in a position for which he/she is qualified no later than sixty days prior to the requested date of reinstatement. If the employee fails to inform the Superintendent on or before the agreed upon date, the employee shall have waived the right to future employment in the District.
- D. Employees granted a leave of absence will be responsible for health insurance premiums in accordance with the health insurance policy.

- 8.8 Association Leave In the event the Association desires to send a representative to a state or national conference or seminar, the representative will be excused without loss of salary, subject to the following conditions:

- A. The Association shall be limited a maximum of two (2) days per school year without loss of pay. The employee's salary and the expense of the substitute will be paid by the Board.
- B. In the event that more than two (2) days are required for Association business, the following conditions will apply:
 - 1. Up to two (2) additional days may be requested for Association leave. The employee's salary for those days will be reimbursed by the Association. The substitute salary will be paid by the Board.
 - 2. Request for day(s) in excess of four days for Association Leave stated above must have approval of the Board of Education. All expenses will be assumed by the Association or the individual employee.

3. Notification of such leave shall be submitted in writing to the Superintendent at least three (3) school days in advance of the days requested for Association Leave.

- 8.9 Bereavement Leave – In the event of death or serious illness in the immediate family, employees shall be granted up to three days of bereavement leave. If more than one instance of death or serious illness in the immediate family occurs in any one fiscal year, the Superintendent shall judge whether or not an additional three days of leave may be granted. These days are not cumulative. The term “immediate family” shall be interpreted as 8.1 of the current agreement. If more than three days leave is needed, accumulated sick leave may be used. Under extenuating circumstances with Superintendent approval, sick leave days may be used for bereavement other than for stated family members.
- 8.10 Compensation for Sick Leave - The Board will pay all employees who have reached a maximum of 240 accumulated sick days, for unused sick leave days in excess of 240 days at the end of each contract year at the rate of \$30 per day. The Board shall include these payments annually in the paycheck issued on July 20th, and any accumulated unused sick leave days compensated under this provision shall not be carried over to the following year.

ARTICLE IX

VACATIONS AND HOLIDAYS

9.1 Vacation

Vacation for those employed on a 12-month basis shall be as follows:

A. For employees hired on or after July 1, 2021

Employment Duration	Vacation Days Accrued per full month of employment
1-3 Years of Service	.417 days
4-10 Years of Service	.834 days
11-15 Years of Service	1.25 days
15+ Years of Service	Yrs of service / 12

For employees hired on or after September 1, 2010

- 1 week after 1 year of service
- 2 weeks after 3 years of service
- 3 weeks after 10 years of service

Any employee having worked for 15 years, shall receive an additional vacation day for each year of service up to 20 years, providing for a maximum of 20 total vacation days.

For employees hired before September 1, 2010.

- 1 week after 1 year of service
- 2 weeks after 2 years of service
- 3 weeks after 8 years of service

- B. Vacation days shall be tentatively scheduled at least 30 days in advance with the Superintendent. Exceptions may be made for special needs on an individual basis by the Superintendent. If the employee is unable to contact the Superintendent, then they must notify the building principal or supervisor.
- C. Vacation days must be taken in increments of at least ½ day.
- D. Vacation may be taken within the fiscal year (July 1 - June 30). Vacation time may be extended into the first quarter of the following fiscal year (July 1 through September 30). Unused vacation days shall be added to the employee's accumulated sick leave after the extension period.
- E. If all employees in the same category request vacation for the same time, then it will be awarded to the employee(s) with the greater amount of seniority.

9.2 Holidays The following holidays shall be paid holidays for bargaining unit members who are employed for twelve (12) months per year. Employees shall be permitted to observe the following holidays.

New Year's Day	Labor Day
Martin Luther King Birthday	Columbus Day
Lincoln's Birthday or President's Day	Veteran's Day
Casimir Pulaski Day	Thanksgiving Day
Friday before Easter	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
	New Year's Eve

If the Monday after Easter is a non-student attendance day, it will be considered a holiday for twelve (12) month bargaining unit member.

If an employee is on sick leave or vacation when an above listed

holiday is observed, that day(s) shall not be counted as sick leave or vacation. All employees shall be permitted to observe all state and federal holidays during the school year that are declared school holidays. No deduction shall be made from the time or compensation of an employee on account of any legal holidays.

If any of the above holidays fall on a weekend, the following Monday shall be considered the holiday with the exception of Lincoln's birthday and Veterans Day. If Christmas and New Years holidays should fall on both Saturday and Sunday, the superintendent shall determine which days will be allowed as the equivalent number of days for a vacation.

If for any reason it becomes necessary to hold classes on a day designated as a paid holiday, another day will be given as compensation time during the year at the employee's request and with the approval of the Superintendent.

ARTICLE X

COMPENSATION AND BENEFITS

- 10.1 **Salary** The salary schedules for all classifications shall be as specified in Appendix A of this Agreement.
- 10.2 **Overtime** For purposes of overtime, the normal work week shall be forty (40) hours. No overtime shall be worked without the prior approval of the Building Principal or Superintendent. Work compensated in excess of forty (40) hours per week shall be paid at one and one-half (1 ½) times the employee's regular rate of pay, or compensatory time at one and one-half (1 ½) times may be granted upon mutual agreement. If compensatory time has not been used by the end of the fiscal year, then compensatory time shall be paid at overtime rate. Overtime shall be paid only for hours actually worked in excess of forty (40) in a week.
- Any employee required to work on a weekend or holiday shall be paid overtime rate.
- 10.3 **Paydays** Employees shall receive their paychecks on the twentieth of each month. If the twentieth occurs on a weekend or holiday, checks shall be available the last work day before the twentieth. If the holiday begins more than three days prior to the twentieth, checks will be mailed to the employee no later than the 17th of the month.
- 10.4 **Insurance** As of 2003, \$150.00 of the district's total contribution of \$300.00 for insurance was returned to salary to benefit the employees getting ready to retire. This total amount of \$300.00 is still to be considered a benefit to employees.

The District will contribute the following, but no more than 100%, toward the insurance premium for twelve month coverage toward a Board approved insurance plan:

2021-2022: \$375 per month (Annual Contribution \$4,500)

2022-2023: \$400 per month (Annual Contribution \$4,800)

2023-2024: \$425 per month (Annual Contribution \$5,100)

The increase in the Board contribution will become effective with the September paycheck in each of the contract years.

The adjustment in the cost of the insurance will become effective at the beginning of the contract year with the insurance carrier. The change in the amount of the deduction to the employee will be made in August to be effective for the September coverage.

Medical insurance for a major medical hospitalization insurance plan is provided all employees regularly scheduled 25 hours per week. Insurance benefits will cease upon termination of employment for any reason.

Employees who desire insurance coverage for their dependents may participate in the District's medical and hospitalization plan by paying for the cost of dependent coverage.

According to the authority granted under Section 125 of the Internal Revenue Code, employees who elect to shelter premium contributions of the major medical/health insurance plan of the District may do so by completing the appropriate election form provided by the District. The employee agrees to follow all the rules and regulations of the Internal Revenue Code regarding the sheltering of such contributions. The Board of Education shall not be responsible for the failure of the above plan to meet the writing, enforceability, etc., as determined by the Internal Revenue Code. Should any of the above be declared improper by the Internal Revenue ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent it violates the ruling or opinion.

- 10.5 IMRF Employees qualifying for inclusion in the Illinois Municipal Retirement Fund (IMRF) shall have deducted from their wages an appropriate amount as established by IMRF. It is the intention of the section to shelter such deduction from federal income taxation to the maximum extent permitted by law.
- 10.6 Training If any employee is required to attend an institute training session or inservice program on a weekend or any day that the employee is not scheduled for work, that employee shall receive compensation at one and one-half (1 ½) times the regular rate of pay or compensatory time at one and one-half (1 ½) times upon mutual agreement.
- 10.7 Internal Substitution Teacher aides or study hall aides may be assigned by the Administration to substitute in a classroom as a study hall aide during their break period. When internal substitution duties are assigned they will be compensated at the following rates:

- | | | |
|----|--|---------|
| A. | Less than one-half period (25 minutes) | \$5.00 |
| B. | More than one-half period (26 minutes) | \$10.00 |
- 10.8 The school nurse and technology support specialist, if non-certified, shall be recognized as eligible to be represented by the ESP bargaining unit. The salary shall be based on area reasonable and customary fees. It is further recognized that the nurse and technology support specialist are working as an employee with a flexible, limited schedule based on need and district finances.
- 10.9 Full time employees will be allowed two (2) hours of work time to get a job related physical.

ARTICLE XI

EFFECT OF AGREEMENT

- 11.1 **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 added to, deleted from or modified only through the written mutual consent of the parties.
- 11.2 **Inclusions** The parties agree that applicable Illinois statutory and case law and the Constitution of the United States and the State of Illinois are hereby incorporated into this Agreement.
- 11.3 **Individual Contracts** Any individual contract between the Board and an employee heretofore or hereinafter executed shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract is in any way inconsistent with this Agreement, this Agreement shall be controlling.
- 11.4 **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 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.

The parties agree that the provisions of this agreement shall not be interpreted or applied in a manner which limits any of the employee's rights, guarantees or privileges under this agreement and/or existing policies, practices and procedures of the Board.

ARTICLE XII

DURATION OF AGREEMENT

- 12.1 Strikes The Association agrees not to engage in or assist in a strike, directly or indirectly, for the duration of this Agreement.
- 12.2 Unfair Labor Practices The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice.
- 12.3 Terms of Agreement Upon signature by both parties this Agreement shall be a three (3) year Agreement for language, salary, wage and insurance. The potential increase will be effective July 1, 2021.

This agreement is signed this 28th day of June, 2021.

IN WITNESS THEREOF:

For the
Brownstown Educational Support Personnel Association, IEA-NEA

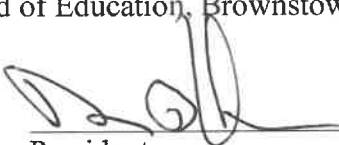


President




Secretary

For the
Board of Education, Brownstown Community Unit School District #201



President



Secretary

Brownstown ESP Salary Schedule 2021-22			
Position	Step		2021-2022
Study Hall Aide/ Library Aide			
Teacher Aide	1	75%	\$13.04
Study Hall Aide	2	80%	\$13.91
Library Clerk	3	85%	\$14.78
	4	90%	\$15.65
	5	95%	\$16.52
	6	100%	\$17.39
			\$18.23
Secretaries	1	75%	\$12.95
	2	80%	\$13.81
	3	85%	\$14.67
	4	90%	\$15.53
	5	95%	\$16.40
	6	100%	\$17.26
			\$18.00
			\$18.10
Custodians	1	75%	\$13.06
	2	80%	\$13.93
	3	85%	\$14.80
	4	90%	\$15.67
	5	95%	\$16.54
	6	100%	\$17.41
			\$18.25
Maintenance		100%	\$19.10
Bus Drivers			
Regular Route	1-5 years	90%	\$32.40
	6-10 years	95%	\$34.20
	11+ years	100%	\$36.00
Extra Trips			\$15.00
Cooks			
Regular Cooks			
	1	75%	\$12.79
	2	80%	\$13.64
	3	85%	\$14.49
	4	90%	\$15.35
	5	95%	\$16.20
	6	100%	\$17.05
			\$17.88
Head Cook			\$18.50
Nurse			\$23.12
			\$23.12
Technology Support			\$16.77

Brownstown ESP Salary Schedule 2022-23				# Employees
Position	Step		2022-2023	
Study Hall Aide/ Library Aide				
Teacher Aide	1	75%	\$13.04	
Study Hall Aide	2	80%	\$13.91	
Library Clerk	3	85%	\$14.78	
	4	90%	\$15.65	
	5	95%	\$16.52	
	6	100%	\$17.39	
			\$18.78	
Secretaries	1	75%	\$13.00	
	2	80%	\$13.81	
	3	85%	\$14.67	
	4	90%	\$15.53	
	5	95%	\$16.40	
	6	100%	\$17.26	
			\$18.54	
			\$18.64	
Custodians	1	75%	\$13.06	
	2	80%	\$13.93	
	3	85%	\$14.80	
	4	90%	\$15.67	
	5	95%	\$16.54	
	6	100%	\$17.41	
Maintenance		100%	\$19.67	
Bus Drivers				
Regular Route	1-5 years	90%	\$32.40	
	6-10 years	95%	\$34.20	
	11+ years	100%	\$36.00	
Extra Trips			\$15.00	
Cooks				
Regular Cooks				
	1	75%	\$13.00	
	2	80%	\$13.64	
	3	85%	\$14.49	
	4	90%	\$15.35	
	5	95%	\$16.20	
	6	100%	\$17.05	
			\$18.42	
Head Cook			\$19.06	
Nurse			\$23.81	
			\$23.81	
Technology Support			\$16.77	

Brownstown ESP Salary Schedule 2023-24		
Position	Step	2023-2024
Study Hall Aide/ Library Aide		
Teacher Aide	1	\$14.00
Study Hall Aide	2	\$14.50
Library Clerk	3	\$15.25
	4	\$16.00
	5	\$16.75
	6	\$17.50
		\$18.78
Secretaries	1	\$14.00
	2	\$14.50
	3	\$15.25
	4	\$16.00
	5	\$16.75
	6	\$17.50
		\$19.10
		\$19.20
Custodians	1	\$14.00
	2	\$14.50
	3	\$15.25
	4	\$16.00
	5	\$16.75
	6	\$17.50
Maintenance		\$20.26
Bus Drivers		
Regular Route	1-5 years	\$32.40
	6-10 years	\$34.20
	11+ years	\$36.00
Extra Trips		\$15.00
Cooks		
Regular Cooks		
	1	\$14.00
	2	\$14.50
	3	\$15.25
	4	\$16.00
	5	\$16.75
	6	\$17.50
		\$18.97
Head Cook		\$19.63
Nurse		\$24.52
		\$24.52
Technology Support		\$16.77

