

AGREEMENT BETWEEN
THE CARM-WHITE COUNTY
SUPPORT STAFF ASSOCIATION

AND

THE BOARD OF EDUCATION OF
CARM-WHITE COUNTY COMMUNITY
UNIT SCHOOL DISTRICT #5
WHITE COUNTY, ILLINOIS

2019-2020
2020-2021
2021-2022

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**ARTICLE I
RECOGNITION**

The Carmi-White County Community Unit School District #5 Board of Education hereinafter referred to as the "Board," recognizes the Carmi-White County Support Staff Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all regularly employed full-time and part-time non-certified employees. Employees excluded are all supervisory, managerial, confidential and short term employees, as defined in the Illinois Educational Labor Relations Act.

ARTICLE II ASSOCIATION RIGHTS

A. Use of School Buildings

School buildings may be used for Association meetings after regular school class hours, provided such meetings do not interfere with the instructional program. The Association representative shall arrange with the Building Principal for use of a room. If a meeting is held, other than when the Custodian is on duty, the Association will pay a custodial fee to the District for the time the building is open.

B. Representative on School Grounds

Duly authorized representatives of the Association shall have the right to meet and transact official Association business on school property, provided they inform the administration and such activities do not interfere with or interrupt the regular or extracurricular activities of the District or interfere with the scheduled activities of any employee.

C. Use of Mailboxes

The Association shall have the right to use inter-office mail and employee mailboxes for appropriate announcements relating to the conduct of the Association's business on behalf of the members of the negotiating unit.

D. Use of Bulletin Board

The Association shall be provided with bulletin board space as approved by the Principal in each building. Only authorized representatives of the Association will use the bulletin boards for Association announcements and all material posted will relate only to the Association's official business as negotiating agent of the non-certified employees.

E. Use of School Mail Server/Internet

The Association shall have the right to use school computers, printers, copy machines, and the school mail server and/or Internet for appropriate correspondence relating to the conduct of Association business as long as such activities do not interfere with or interrupt the regular school day activities.

F. Board Meeting Notification

The Board will furnish a copy of the notice of regular and special meetings along with the agenda of such meetings. In addition, the Board shall provide one (1) copy of the information provided to the Board members regarding open session discussions that is available to Board members. Along with such information, the Association President shall be provided one (1) copy of official and unofficial open Board minutes. The above

information shall be provided the Association President at the same time the information is given to members of the Board of Education.

G. Copy of Agreement

The Board will furnish a master copy of the Agreement to the Association President when the Agreement is signed.

H. Budget and Audit

The school budget and audit shall be made available to the Association.

I. Length of Continued Service

1. Tie Breaker

Should employees have equal seniority as defined below, ties will be broken in this order:

- a) Length of total years of in-District service.
- b) Years of continuous District service, excluding periods of approved unpaid leaves and established periods of layoffs.
- c) The order of hire as reflected in the minutes of the Board meeting at which the employment was approved.
- d) Drawing of lots.
- e) The employee with the lesser seniority ranking shall be released first. Recall will be based on reverse order for vacancies for which the employee is legally qualified.

If an employee is honorably dismissed through reduction in force and rehired in the same job classification category, the employee's service shall continue to be credited towards seniority. If an employee is recalled to another job classification category which s(he) is deemed qualified to fulfill by the Superintendent or his/her designee, the affected employee shall not carry his/her previous seniority into the new classification, provided the employee(s) shall retain accrued seniority in his/her previous classification category.

2. Seniority List

By February 1 the Board shall furnish a copy of the seniority list by job classification category to the Association President. Such listing shall rank the employees by name according to the total years and shall rank the employees by name according to the total years and full months of service in each classification category with the employee with the greatest period of continuous service in that category ranked number one (1) and other employees ranked in order of lesser seniority. If an employee changes job classification category, the employee shall not carry his/her previous seniority into the new classification but the employee retains accrued seniority and ranking in his/her previous category, with the right to be recalled to said previous category or category for which s(he) is qualified.

The Association President will be given names, addresses and listed telephone numbers of new hires within two (2) weeks of the Board's official action to employ such individuals.

J. Dues Deduction

The Board shall deduct from each employee who is a member of the Association the current dues of the Association, provided that the Board has an employee-executed authorization for dues deduction, the amount of which shall annually be certified by the Association by September 20. The authorization form shall be furnished by the Association. The authorization shall remain in effect from year-to-year, except that the employee may revoke it by giving notice between September 1 and September 15 of any year. Upon receipt of any revocation, the Board shall notify the Association in writing of same. All dues deducted by the Board shall be remitted to the Association no later than ten (10) days following the deduction. If an employee resigns after September 15 of any year, the Board shall deduct the unpaid portion of the annual dues from the employee's final paycheck.

All monies deducted for the IEA credit union, annuities, and other such payroll deductions shall be mailed to the provided address within five (5) days following each pay date. The total amount of deductions, non-itemized, shall be shown on the employee's paycheck statement.

K. Copy of Individual Documents

If an employee is required by the administration to sign a school document, the employee shall be given a copy of the document.

L. Personnel File

1. Each employee shall have the right, upon forty-eight (48) hours advance notice to the Superintendent or designee, or at a time mutually agreed upon between the Superintendent and employee, to review the contents of said personnel file (except for that material in the file which is exempt from review by the Illinois Personnel Records Act).
2. If the employee requests in writing copies of any material from the personnel file, it will be provided to the employee within five (5) business days of such request. In the case of a request for limited information by the employee, the five (5) day parameter may be waived by the Superintendent. The employee shall pay for the cost of copying such material.
3. The employee shall not remove any material from the personnel file and must review the contents of the file in the presence of the Superintendent or designee. The Superintendent or designee will not interfere with the employee's review of his/her personnel file. Such review shall be made during the regular business hours of the District's administrative office.
4. The employee may attach and place therein written reactions to any of the contents of the personnel file.

M. Honorable Dismissal

When the School Board decides to decrease the number of educational support staff employed or to discontinue some particular type of educational support service, the Association will be given fifteen (15) calendar days' notice prior to the meeting at which the Board takes action upon the reduction. After receipt of such notice, the Association may make a demand to bargain the decision and impact of such reduction.

N. Public Comments at Board Meetings

The Board shall include on every Board agenda a statement that informs the general public that public comments concerning personnel of the District should be made in closed sessions of the Board.

An employee will be afforded a separate audience before the Board of Education concerning a parental/community complaint that is presented to the Board of Education at an official meeting.

**ARTICLE III
BOARD RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibility conferred upon and vested in it by the Statutes and Constitution of the State of Illinois and the United States, along with decisional law by the courts, provided that such rights and responsibilities shall be exercised in conformity with the provisions of this Agreement and the rules and regulations of the Illinois Educational Labor Relations Act.

**ARTICLE IV
WORKING CONDITIONS, COMMITTEE WORK**

A. Work Day

1. The workweek shall consist of forty (40) hours. For purposes of the Federal Labor Standards Act (FLSA), the workweek shall be defined as Sunday through Saturday. Employees shall not typically be scheduled to work more than five (5) days in a workweek; however, employees may occasionally be required to work more than five (5) days in a workweek to complete school-related tasks not completed during the regular workweek. For the purposes of calculating overtime, any hours actually worked or paid for sick leave, vacation and/or holidays shall be included in the calculation of the forty (40) hour workweek. Subject to the provisions of Section C below, hours actually worked beyond forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

The regular work year/day (including any paid vacation days) for full-time non-certified employees shall be as follows:

- | | | |
|-----------|------------------------|--|
| a. | Aides | 186 days/work year; 3-8 hours per day |
| b. | Cooks | 184 days/work year; 2-8 hours per day |
| c. | Custodians/Maintenance | 260 days/work year; 45 hours per school week, 44 hours/summer week |
| d. | Secretaries | |
| | 1) 9 month | 191 days/work year; 8 hours per day |
| | 2) 9 3/4 month | 206 days/work year; 8 hours per day |
| | 3) 10 month | 211 days/work year; 8 hours per day |
| | 4) 12 month | 260 days/work year; 8 hours per day |
| e. | Bus Drivers | 182 days/work year; 2-6 1/4 hrs/day |
| f. | Nurse | 201 days/work year; 7 hours per day |

2. One (1) week prior to the start of school, the Board will provide the Association and each employee a written notice of the employee's work location, the number of hours to be worked per day and the number of days to be worked per year, the paid legal school holidays for the fiscal year, and the name of the immediate supervisor, with all information being broken down by specific item. In the event the hours to be worked per day of an Aide or a Bus Driver change during the school year due to changes in student enrollment or student needs, the Board will provide advance notice to the employee and the Association.

3. Twelve (12) month employees are paid on the basis of two hundred sixty (260) work days each year (52 weeks times 5 days/week equals 260 days). Some of these two hundred sixty (260) days are paid holidays and some of these two hundred sixty (260) days may be paid vacation days as established in another article in this Agreement. It is recognized that only Custodial and Maintenance employees and the High School Secretary are twelve (12) month employees.
4. The Board may extend the actual number of work days beyond the minimum number of work days to accommodate employee in-service training, work generated by Food Service or other annually bid contracts, or work generated by other District needs. Wages and fringe benefits for such extended work days will be the same in all respects as those paid during the minimum number of work days.
5. Whenever regular hours of work performed during a workweek by any employee are reduced or rearranged, the adjusted assignment and proportioned changes in responsibilities will be reviewed with the affected employee by the immediate supervisor prior to implementation. Prior to the review, administration will notify the Association President of the changes.
6. Whenever a Cook or Assistant Cook is assigned to do the work of another Cook or Assistant Cook in addition to his/her own assignment for a period of two (2) or more consecutive work days, s(he) shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

B. Break

Normally full-time employees shall be entitled to an unpaid thirty (30) minute lunch break and at least one (1) fifteen (15) minute paid breaks during the regular work day as assigned by the immediate supervisor. If an employee is provided a paid lunch break, s(he) shall remain available to handle assignments as deemed appropriate by the administration and the remainder of the break shall be granted following the completion of the assignment.

C. Overtime

All overtime must be authorized by the supervisor. Employees shall be informed in advance of any schedule changes. When payment is authorized, it shall be at the rate of one and one-half times the regular pay. Payment for overtime shall be applied to all hours actually worked or paid for sick days, vacation and/or holidays in excess of forty (40) per work week. An employee and his or her supervisor may agree for the employee to be provided with one and one-half hour compensatory time off for each hour of overtime worked in lieu of payment. Compensatory time off must be used within one (1) week of the day in which it is earned, or the employee will receive overtime pay, as provide herein.

D. Unsafe or Hazardous Working Conditions

Employees are required to bring to the attention of their supervisor known or anticipated unsafe and/or hazardous working conditions.

E. Reimbursement for Damage to Personal Property

The Board may reimburse employees for up to Two Hundred and 00/100 Dollars (\$200.00) for any loss or damage of eye glasses, contacts, or dental work of the employee while on duty for the school, in dealing with hostile or aggressive student behaviors; which loss, damage, or destruction is not attributable to the employee's neglect, abuse, or to normal wear and tear.

Employees will report such loss, damage or destruction to the employee's supervisor as soon as possible and not later than seventy-two (72) hours from the date of such loss, damage, or destruction. The Superintendent and/or the employee's supervisor will determine whether the employee is eligible for reimbursement. The decision of the Superintendent or supervisor is not subject to the Grievance Procedure.

The Board may elect to pay the cost of repair to damaged property, rather than replacement, when such repair is less costly and will restore the item to its condition before the incident.

F. Emergency Shutdown

In the event that a building or the District is closed due to an emergency that is not weather related, employees may be required to report and/or remain at work for their entire shift; unless, it has been determined by the District that the building(s) are unsafe for employees to enter or remain.

G. Attendance at Association Meetings Held During Second Shift

In the event that Association meeting(s) take place during a second shift, the affected employee may be granted time off by his/her supervisor to attend the meeting provided s(he) works an amount of time equivalent to the time off upon returning to the work site later that afternoon/evening.

H. Holidays

Twelve (12) month employees covered by this Agreement are entitled to the following days off with pay and within their contract year:

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day

Thanksgiving Friday
Christmas Eve Day
Christmas Day
New Year's Day
Martin Luther King's Birthday
President's Day (or Lincoln's Birthday, depending on whether
the Board has received a waiver for that day)
Friday preceding Easter Sunday
Memorial Day

Employees working fewer than twelve (12) months in a work year are entitled to the following days off with pay and within their contract year:

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Martin Luther King's Birthday

If school is in session on Casimir Pulaski Day, twelve (12) month employees shall receive one (1) additional paid holiday, at the employee's option to occur the day before Thanksgiving or during Christmas break. Veterans Day will be recognized as a paid holiday only if it falls on a weekday. Any employee working the weekend who would not be working on the weekday that Veterans Day falls will be allowed the next weekday off in which they are scheduled to work. When a designated school holiday falls on Saturday or Sunday, outside of the school calendar (i.e. Independence Day), the employees will be given a day off on the preceding Friday or the following Monday. In order to be paid for the designated legal school holiday, an employee must have worked the last regular work day prior to the holiday and the first regular work day after the holiday, or (s)he must have been on paid sick leave, personal leave or vacation.

I. Vacations for Twelve (12) Month Employee

Twelve (12) month employees, who have completed one (1) full year of work, will be entitled to two (2) weeks of vacation with pay. Upon completing ten (10) years of work, twelve (12) month employees will be entitled to three (3) weeks of vacation with pay. Employees working less than twelve (12) months are not eligible for paid vacations. Vacation must be used in the year in which it is earned and may not be carried over.

J. Scheduling of Vacations

Vacations will be scheduled during the summer months and winter or spring break unless special written permission is provided by the Superintendent or his designee to take vacation time at some other time during the year. If two (2) or more employees request the same vacation period, the request of the most senior employee will be granted if both employees cannot be accommodated. The final approval of specific vacation periods remains a prerogative of the Superintendent or his designee.

K. Employees Working on Holidays

Employees scheduled to work on a school holiday or Sunday shall be paid at the rate of one and one-half times the regular pay.

L. Breakdowns, Fire, Vandalism

Employees may be called back to work due to a breakdown, fire, or vandalism, (s)he shall be paid at a minimum of two (2) hours. If the call requires more than two (2) hours, additional hours shall be compensated.

M. Building Check and Open Building

Employees who are required by the Principal or supervisor to check or open a building outside of their regularly scheduled work hours shall be paid for the actual time worked at the site, but not less than one (1) hour.

N. Labor Management Committee

A Labor Management Committee consisting of the superintendent, Association President, and chosen designees selected by the Association President and the Superintendent shall meet as needed, when situations occur, and at mutually agreed upon times, as determined by the Association President and the Superintendent.

The purpose of the committee shall be to establish a means of communication between the administration and the Association other than the collective bargaining process. The committee shall not have the authority to negotiate, but shall only be established as a situational entity and will report findings to both the Board and the Association.

O. Weather-Related Closings

On days when schools are closed due to inclement weather, the head custodian, in conjunction with the building principal, shall determine the needs of the building and schedule custodians to provide necessary services. These days will be counted as regular work days.

A custodian may leave after performing the required services with the approval of the custodian's immediate supervisor and/or building principal. Custodians will be paid for the number of hours actually worked.

**ARTICLE V
ASSIGNMENTS, EVALUATIONS, DISCIPLINE,
TERMINATION, REDUCTION IN FORCE**

A. Assignments

The Superintendent or his designee will inform each employee of his/her assignment for the following school year before the employee workshop day at the beginning of the year, if at all possible. Should changes, adjustments and/or transfers in assignment(s) be necessary after the initial notification date or during the ensuing twelve (12) months, the employee will be notified in writing as promptly as circumstances permit. The Superintendent or his designee will discuss any changes, adjustments and/or transfers with the employee prior to implementing the change and public announcement. The final decision-making covering all changes, adjustments and/or transfers in assignments shall remain with the administration.

Employees who desire to transfer to another building or would like an in-building transfer within their classification shall apply in writing to the Superintendent or his designee. When it is determined by the Superintendent or his designee that a transfer request of a qualified employee may be possible, the employee will be interviewed for the position and will be informed of the decision as soon as practical.

Prior to a transfer or reassignment, the affected employee has the right to a meeting with the Superintendent or his/her designee and/or the receiving Principal to present his/her views on the proposed transfer or reassignment before it is implemented.

B. Vacancies

The District Office will post all known vacancies covering bargaining unit positions in each work location and the District Office as they arise during the year. The following procedures will normally prevail:

1. Postings shall include basic information pertaining to the bargaining unit position and the work location(s) involved in the position. A copy of the job description will be available upon request to the Association and the employee interested in a position.
2. Postings shall indicate to whom the written request should be directed.
3. Postings will be made at least five (5) business days before the deadline date unless there is an emergency as determined by the Superintendent or his designee.
4. Employees who request to be notified of vacancy postings during the summer months will complete a form supplied by the District Office indicating their desire to be sent copies of postings. Every reasonable effort will be made to send out such notices to employees who have provided self-addressed stamped envelopes to the District Office prior to the posting.

5. Notice of all vacancies, as defined below, will be posted on the District's website, and a copy will be provided to the Association President.
6. For the purpose of this Agreement, a vacancy is an available bargaining unit position the Board intends to fill as a result of resignation, termination, death or transfer or the creation of a newly created position.

C. Evaluation

1. Employees may be evaluated using an evaluation instrument based upon the employee's job description.
2. Evaluations shall be based upon data collected through formal and informal observations of employee work performance. Summative evaluations shall include an overall performance rating according to the following scale: Excellent, Proficient, Needs Improvement or Unsatisfactory.
3. Evaluations will become part of the employee's personnel file. Employees may attach comments within fifteen (15) school days of receipt of the summative evaluation. Summative evaluations shall include the signature of the evaluator, employee, and date to signify receipt of evaluations.
4. By September 1 of each year, each supervisor shall advise the employees of the evaluation procedures and instruments. New employees hired during the school year shall also be advised of the evaluation procedures and instruments within thirty (30) days of hire.

5. Job Description and Classification

- a) For each classification, job descriptions will be developed and/or provided to the Association within thirty (30) days after ratification of this Agreement. Said descriptions shall be developed by the administration with input from the employee and the Association. The descriptions shall be distributed to all current employees and to all new employees when hired by the District. The descriptions will include at a minimum:

- 1) Job Title and Description
- 2) Minimum Requirements
- 3) A specific statement of required tasks and responsibilities

b) Evaluations and Job Descriptions

Any evaluations of employees' work performance shall be based primarily upon said job descriptions.

6. **Performance Deficiencies and Concerns**

Deficiencies or concerns with the performance of an employee shall be brought to the attention of the employee within thirty (30) work days after the supervisor has become aware of the matter. Any item not brought to the employee's attention within thirty (30) days of the incident shall not be used in a formal evaluation. This provision does not require an evaluation to cite a specific deficiency or concern in an evaluation, if the item has been corrected prior to final evaluation as determined by the Supervisor.

D. Right to Representation

1. Whenever an employee is required to appear before the Building Principal to discuss the termination of the employee, reduction in salary, suspension with or without pay, or when a written record is kept, the employee shall have the right to have a local Association representative present, if one is requested, at such conference.
2. If the Superintendent or the Board of Education requests the employee to appear for the above reasons, the employee shall have the right to have an Association representative present if one is requested. Forty-eight (48) hours prior to the scheduled meeting before the Board of Education, the employee shall be given written notice of the meeting along with the reasons for the meeting.

Nothing prevents the administration from conducting exploratory conferences or meetings to determine the merits of allegations levied against employees without the presence of an Association representative. During an exploratory conference, an employee may request Association representation, but the administration may not be required to continue the meeting.

E. Just Cause

No employee shall have a written warning, or suspension taken against him/her except for just cause.

F. Probation

A newly hired employee, who has not previously been in the service of the District, shall be considered to be a probationary employee for the first seventy-five (75) work days and, within that period of probation, may be discharged at any time without notice, compensation or assigning any reason whatsoever.

G. Election of Remedies

If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Board shall not be required to

process said claim or set of facts through the grievance procedure unless an administrative agency or court of competent jurisdiction defers the complaint to the grievance procedure.

H. Termination

Termination of employment will be discussed with the employee involved prior to a public announcement.

I. Procedure for Reduction

Should the District reduce the number of employees in a job category, the least senior employee in that category shall be released first.

J. Procedure for Recall

Recall rights shall prevail for one (1) calendar year from the beginning of the following school term for which the reductions were made. Qualified employees will be recalled in order of seniority for any positions in their specific category that become available. When the employee is recalled, the employee shall retain accrued seniority in his/her previous category. Seniority will continue from the recalled date of employment. Failure to respond within thirty (30) days to a notice sent Certified Mail to the last address supplied by the employee will void recall rights. It shall be the responsibility of the employee to inform the Superintendent of any change in home address.

K. Loss of Seniority and Employment Rights in the District

Employees shall lose their seniority and employment rights under the following conditions:

Resignation;
Termination;
Retirement; or
Expiration of recall period as described above following a reduction in force.

L. Insurance and Other Benefits When on Layoff

Employees who have been reduced in force in accordance with Section 10-23.5 of the Illinois School Code shall receive no pay, Board paid benefits, or vacation or holiday pay.

**ARTICLE VI
EMPLOYEE
BENEFITS**

A. Travel

Mileage Rate - If the administration requires an employee to use his/her personal vehicle for District business, the employee shall be paid at the same rate per mile of approved travel as paid to other District employees.

B. Insurance

1. Eligibility in the District's insurance program shall be determined by the insurance carrier. The Board reserves the right to determine the insurance and carrier following the recommendations of an insurance committee representative of all employees. The two (2) employee representatives on the insurance committee will be selected by the Association and shall be responsible to the chairperson of that committee, who will be named by the administration. The committee will also have other voting representatives from other bargaining units or work groups. The Board agrees to reformulate the insurance committee to evaluate the current insurance proposal and others.

2. **Medical Insurance**

The Board shall pay the full contribution toward the individual health insurance premium for each employee up to a maximum of Seven Hundred Dollars (\$700.00) per month. However, if the Board pays more than Seven Hundred Dollars (\$700.00) per month toward health insurance premiums for licensed (certified) employees, the Board shall pay the same amount toward such premiums for employees in the bargaining unit.

3. **Life Insurance**

The Board agrees to pay up to Four and 00/100 Dollars (\$4.00) for individual term life and AD&D insurance each year.

C. Paychecks

Employees will be paid on the 10th and 25th of each month with checks put into individual envelopes or direct deposit. Employees (other than employees who work a 12-month work year) shall receive their check as annualized pay on a nine (9) or twelve (12) month basis. Employees must choose, no later than the first day of the school year, whether to receive their regular pay on a nine (9) or twelve (12) month basis. Any overtime compensation will be paid during the pay period in which it was earned. Should these dates fall on a Monday holiday, Saturday, or Sunday, checks will be issued the previous Friday. Any action that causes a change in the check will be explained on the check stub, through the Superintendent's Bulletin, or accompanied by a written statement.

At the beginning of each school year (or, in the case of twelve (12) month employees, at the beginning of each fiscal year), the Board will furnish each employee with a statement indicating his/her pay wage for the upcoming year.

D. Sick Leave

Employees who regularly work at least six hundred (600) hours per year shall be entitled to paid sick leave as follows:

Employees with ten (10) or fewer years of full-time service in the District will be allowed thirteen (13) days of sick leave per year.

Employees with more than ten (10) but with fifteen (15) or fewer years of full-time service in the District will be allowed fourteen (14) days of sick leave per year.

Employees with more than fifteen (15) but with twenty (20) or fewer years of full-time service in the District will be allowed fifteen (15) days of sick leave per year.

Employees with more than twenty (20) but with twenty-five (25) or fewer years of full-time service in the District will be allowed sixteen (16) days of sick leave per year.

Employees with more than twenty-five (25) but with thirty (30) or fewer years of full-time service in the District will be allowed seventeen (17) days of sick leave per year.

Employees with more than thirty (30) years of full-time service in the District will be allowed eighteen (18) days of sick leave per year.

Employees who regularly work twelve months per year shall be entitled to paid sick leave as follows:

Employees with ten (10) or fewer years of full-time service in the District will be allowed fifteen (15) days of sick leave per year.

Employees with more than ten (10) but with fifteen (15) or fewer years of full-time service in the District will be allowed sixteen (16) days of sick leave per year.

Employees with more than fifteen (15) but with twenty (20) or fewer years of full-time service in the District will be allowed seventeen (17) days of sick leave per year.

Employees with more than twenty (20) but with twenty-five (25) or fewer years of full-time service in the District will be allowed eighteen (18) days of sick leave per year.

Employees with more than twenty-five (25) but with thirty (30) or fewer years of full-time service in the District will be allowed nineteen (19) days of sick leave per year.

Employees with more than thirty (30) years of full-time service in the District will be allowed twenty (20) days of sick leave per year.

Unused sick days shall accumulate from year to year without limit. The leave days may be used by an employee for the following reasons and subject to the following conditions:

1. **Personal Illness or Disability**

The employee may use all or any portion of his/her leave for his/her illness or disability. All disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall be included.

2. **Illness or Death in the Immediate Family**

Immediate family shall be interpreted as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, aunt, uncle, cousin, and legal guardian.

3. **Birth, Adoption, or Placement for Adoption of a Child**

4. Employees may be required to provide proof of illness at the expense of the Board.

E. Types of Absences

1. **Full Pay – No Deductions**

- a. Sick leave as described above.
- b. Personal Leave

An employee shall be entitled to two (2) personal days per year subject to the following procedures:

- 1) The employee shall inform the Principal/administration at least forty-eight (48) hours prior to the day of the intended use. However, the Superintendent may waive the forty-eight (48) hour restriction on a per request basis.

- 2) Personal leave will not be granted in less than one-half (1/2) day increments.
- 3) Personal leave days may be taken during the first and last week of school or on work days immediately preceding or following a holiday with the following limitations:

No more than one (1) employee may take personal leave per building on any day constituting the first week of school [a week is defined as five (5) pupil/employee attendance days]. No more than one (1) employee may take personal leave per building immediately preceding or following a holiday. Personal leave will be granted on a first come, first served basis.

- 4) The maximum number of employees who may be granted personal leave on the same day and in the same category will be:

Aides	4
Bus Drivers	2
Cooks	2
Custodians	2
Secretaries	2

- 5) These restrictions may be waived by the Superintendent, dependent upon the ability to procure substitute employees.
- 6) Unused personal leave days shall accumulate as sick leave.
- 7) Individuals may carry up to two (2) personal leave days forward to the next school year for a maximum accumulation of four.

2. **Substitute Pay Deduction**

- a. Sickness beyond accumulated sick leave days, not to exceed twenty (20) days total per year, may be granted by the Superintendent.
- b. Emergency requests (not known in advance) may be granted by the Superintendent.
- c. Other requests may be granted by the Superintendent. Requests should be made in writing to the immediate supervisor at least one (1) day prior to the day requested.
- d. Substitute pay deduction shall be defined as the employee or the Association paying for the cost of the substitute.

3. **Full Deduction**

When an employee is granted an excused absence by the Superintendent and the employee has no other leave of absence available, the employee shall have his/her salary reduced by the number of work hours missed proportionate to the employee's work year.

F. Emergency Leave

Emergency leave requests may be granted by the Superintendent. Days used as emergency leave shall be subtracted from sick leave available. Emergency leave days may not be granted until all personal leave has been exhausted. Emergencies may include natural or personal disasters and funeral leaves not covered under Article VI, Section D. The Superintendent's denial of a personal emergency leave shall not be subject to the grievance procedure.

G. Jury Duty/Subpoena Leave

Any employee called for jury duty during working hours or who is subpoenaed as a third party witness by a court of competent jurisdiction or who is subpoenaed as a third party witness to testify in a child abuse case by an administrative agency shall be paid his/her full salary for such time and shall not suffer loss of pay or benefits. The daily per diem rate received by the employee shall be reimbursed to the District by personal check. The employee shall retain the amount allocated by administrative law received for food and travel.

If the Illinois Educational Labor Relations Board or its representative subpoenas a member of the bargaining unit, the District shall excuse without loss of pay or benefits up to two (2) employees. The maximum total number of days the District will allow with pay will be two (2) days per school year for such testimony.

H. Association Leave

The Board will pay for substitutes for the equivalent of four (4) days for employees to attend local, state, national conferences and meetings.

1. **IEA/NEA Officer Leave**

If a member of the Association is elected to an IEA or NEA office, the employee shall be released without loss of pay or benefits, provided the District is reimbursed the amount of the employee's per diem salary schedule rate of pay for each day of absence. The employee shall give the District at least forty-eight (48) hours' notice prior to the day of scheduled absence. The District will try to assign the same substitute employee for the regular employee's absence.

I. Maternity Leave – Leave of Absence Without Pay

1. Employees who are pregnant and wish to apply for maternity leave of absence without pay shall make written application for the leave with the Superintendent no later than sixty (60) days prior to the date that the leave is to commence. The leave of absence shall be for a fixed period, mutually agreed upon by the employee and the Superintendent, but not to exceed one (1) calendar year in duration. Final disposition of the employee's request shall be determined by the Board of Education.
2. Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be considered as any other medical disability and the employee may use sick leave days to the extent that she has them. Excessive employee sick leave absence prior to the maternity leave commencing may indicate an extended disability. A physical by a physician mutually agreed upon by the Superintendent and the employee and at the District's expense may be required of the employee in order to substantiate her ability to continue to work.
3. The employee begins the maternity leave on the mutually agreed upon date. All sick leave benefits shall cease during the maternity leave of absence without pay and shall be available again only when the employee returns to active employment.
4. Employees who are granted maternity leave shall retain all seniority upon return.
5. At the conclusion of the maternity leave of absence, the employee may be required to provide a physician's statement indicating her fitness to resume employment in the District.

J. Maternity Leave – Sick Leave

1. No Maternity Leave Requested

An employee who has not applied for a maternity leave may continue to use sick leave benefits for maternity-based disability to the extent that she has sick leave available.

2. Advanced Maternity Leave Requested

An employee has applied for and has been granted a maternity leave to commence at some future date but who becomes maternity-based disabled prior to the date the maternity leave is to commence shall have the following options:

- a. She may withdraw her request for maternity leave in order to use sick leave for maternity-based disability in accordance with "1." above;
or

- b. She may elect to commence her maternity leave earlier than the agreed upon date. An employee who elects to commence her maternity leave early may choose to use up to ten (10) days of accumulated sick leave before the beginning of her unpaid maternity leave.

K. Economics

1. Wages

Step	Year Hired	2019-2020	2020-2021	2021-2022
1	2021-2022			\$12.00
	2020-2021		\$11.00	\$12.00
	2019-2020	\$10.00	\$11.00	\$12.00
2	2018-2019	\$10.50	\$11.25	\$12.50
	2017-2018	\$10.50	\$11.25	\$12.50
	2016-2017	\$10.50	\$11.25	\$12.50
	2015-2016	\$10.50	\$11.25	\$12.50
	2014-2015	\$10.50	\$11.25	\$12.50
3	2013-2014	\$11.50	\$12.25	\$13.50
	2012-2013	\$11.50	\$12.25	\$13.50
	2011-2012	\$11.50	\$12.25	\$13.50
	2010-2011	\$11.50	\$12.25	\$13.50
	2009-2010	\$11.50	\$12.25	\$13.50
4	Up to 08-09 Longevity Increase	\$1.25	\$1.00	\$0.75

*Bus drivers beginning wage to remain at \$11.40/hour until 2021-2022, when it increases to \$12.00/hour.

2. Licensure/Certification Payment

Employees who are required to acquire/renew license/certification for their position shall receive reimbursement for such license/certification.

3. Cafeteria Plan

If mutual agreement is reached as to whom the third party administrator will be, a third party administrator will be employed to administer a cafeteria plan under section 125 of the Internal Revenue Code. The Board of Education will bear no cost or assume any legal liability agreeing to this contractual item.

4. **Retirement Incentive**

Non-Certified Retirement Incentive Program – The Board shall recognize the service of full-time non-certified employees who have completed at least fifteen (15) years of full-time creditable service by the end of their final school term to Carmi-White County Community Unit School District #5 and who are eligible to receive regular retirement pension benefits through the Illinois Municipal Retirement Fund (IMRF).

- a. **Requirement to Qualify** – To be eligible for this benefit a non-certified employee must comply with all of the following requirements.
- 1) Have a minimum of fifteen (15) years full-time non-certified employment at Carmi White County Community Unit School District #5.
 - 2) Must submit an irrevocable letter of resignation of retirement. Upon retirement, the employee shall receive a retirement bonus pursuant to the following schedule, with the option of receiving the bonus in the first six (6) months of his/her final year.

Schedule for Retirement Bonus ESP's

15-19 years	
District Service (per year)	\$35.00
20-24 years	
District Service (per year)	\$50.00
25 + years	
District Service (per year)	\$65.00

- b. If at the time of retirement an employee has unused sick days not used for retirement purposes for service credit under IMRF, the Board will pay the employee Twenty and 00/100 Dollars (\$20.00) for every such day of unused sick days not used for retirement purposes. This payment shall be paid to the employee within thirty (30) days following the employee's retirement date. The maximum payment to an employee under this provision shall not exceed One Thousand and 00/100 Dollars (\$1,000.00).

5. Attendance Incentive

Employees who use no more than one (1) day combined of sick leave under Section D and personal leave under Section E in a school year shall be paid at the following rate:

0 days absent	\$400
0.5 days absent	\$300
1 day absent	\$200

Employees who use no more than one (1) day of sick leave under Section D, but have used personal leave under Section E in a school year, shall be paid at the following rate:

0 days absent	\$300
0.5 days absent	\$200
1 day absent	\$100

Absences for professional development or other work-related leave approved by the administration shall not be counted as an absence for purposes of this section. Employees shall be paid any amount due for this incentive by separate check no later than June 30 after the school year.

ARTICLE VII GRIEVANCE

A. Definition of Grievance

Any claim by an employee or the Association that there has been an alleged violation, misinterpretation, or misapplication of the terms of the labor agreement. The Association may use the Grievance Procedure for Association related matters.

B. Days

All time limits shall consist of school days except when a grievance is submitted during the summer, when the time limits shall consist of days when the District Office is open.

C. Procedure

The parties acknowledge that an employee and the involved supervisor must try to resolve problems through free and informal communications. However, if this fails, a grievance shall be processed as follows:

Step 1 - The grievant shall present the grievance in writing to his/her immediate supervisor within fifteen (15) days of the occurrence of the event giving rise to the grievance or within fifteen (15) days of the grievant becoming aware of the event. The written grievance shall state the article or articles alleged to have been violated and the proposed remedy. The supervisor will arrange for a meeting with the grievant within ten (10) days and will provide a written answer, including reasons for the decision to the grievant and the Association within ten (10) days of the meeting.

Step 2 - If the grievance is not resolved at Step 1, then the grievant may refer the grievance to the Superintendent or the Superintendent's designee within ten (10) days of the receipt of the Step 1 decision. The Superintendent shall arrange with the grievant for a meeting to take place within ten (10) days of the receipt of the appeal. Within ten (10) days of the meeting, the Superintendent shall provide the grievant and the Association with a written response, including the reasons for the decision.

Step 3 - If the grievance is not resolved at Step 2, the grievant may refer the grievance to the Board within ten (10) days of the Step 2 answer. The President of the Board shall arrange for a meeting to take place within twenty (20) days of receiving the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop their case. The President of the Board shall provide a written decision including the reasons, within ten (10) days to the grievant and the Association.

Arbitration - If the alleged grievance is not resolved at Step 3, the Association may submit the grievance to final and binding arbitration within ten (10) days of the receipt of the Step 3 response. The American Arbitration Association shall be requested to submit a list of nine (9) arbitrators from which the parties shall select an arbitrator by striking the

list, with the Board having the opportunity to strike first. The A.A.A. shall act as administrator of the proceedings.

1. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and A.A.A. shall be divided equally between the parties.
2. If only one (1) party requests a transcript, that party shall bear the cost of the transcript. If a transcript is requested by the arbitrator, the cost will be divided equally.
3. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which had not previously been disclosed to the other party during the previous steps.
4. The arbitrator shall have no power to nullify, alter, amend, or add to the terms of the labor agreement. The arbitrator's authority shall be limited to deciding only the grievance. The arbitrator's decision must be based only upon an interpretation of the meaning or application of this agreement.

D. Other Conditions

Class grievances involving two (2) or more employees, grievances involving one (1) or more supervisor, or grievances involving an administrator above the building level may be filed by the Association at Step 2.

E. Association Cooperation

The Association or grievant shall not interrupt the instructional process of the school in the investigation of a grievance.

F. Released Time

Should attendance at any grievance meeting with the Administration, Board, or Arbitrator require that an employee be released from a regular assignment, s(he) shall be released without loss of pay or benefits.

G. Timeliness

The failure of any grievant to act on a grievance within the prescribed time limits shall bar further appeal. If the Board/Administration fails to act on a grievance within the prescribed time limit, the grievant may proceed to the next step.

H. No Reprisals

No reprisals of any kind shall be taken by the Board or the Association against any employee because of his/her participation or lack of participation in a grievance.

I. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

J. Association Representation

An Association representative may be present if requested by the employee at any meeting, hearing, appeal, or proceeding relating to a grievance. If a settlement is reached without Association representation, the settlement shall not be regarded as precedent.

**ARTICLE VIII
BARGAINING GUARANTEES, TERM OF AGREEMENT**

A. Successor Agreement

Negotiations for a successor agreement shall begin no later than ninety (90) days prior to the expiration of this Agreement, unless the parties mutually agree to extend the beginning bargaining date.

B. Good Faith Bargaining

The parties agree that their duly elected representatives shall negotiate in good faith with respect to all subjects mandated by law, if requested, and such permissive subjects as agreed to by the parties. All tentative and formal agreements made through bargaining shall be reduced to writing and signed by the parties.

C. No Strike

The Association, or any employee covered by this Agreement, agrees not to strike during the term of this Agreement.

D. No Reprisals/Amnesty

The Board of Education and/or its administrative agents shall take no reprisals including, but not limited to, any adverse action or discrimination with respect to hiring, discharge, promotion, demotion, transfer, assignment, wages, fringe benefits (i.e. insurance, leave, other non-salary benefits), hours, or any other terms or conditions of employment, because of employee participation in or conduct during, or support of a strike, or events leading to a strike, except as agreed to herein.

E. Complete Understanding

1. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of both parties in a written amendment executed in accordance with the provisions of this Agreement.
2. In the event that a reduction-in-force is contemplated by the Board of Education, the Board shall meet with the Association for the purpose of negotiating the implementation of the above.

F. 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.


G. Term of Agreement

This agreement shall be effective on July 1, 2019 for the 2019-2020, 2020-2021 and 2021-2022 school years and shall continue in effect until June 30, 2022.

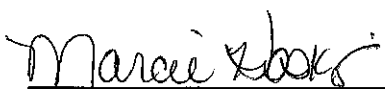
This Agreement is signed this 19th day of August, 2019.

IN WITNESS WHEREOF:

FOR THE BOARD OF EDUCATION

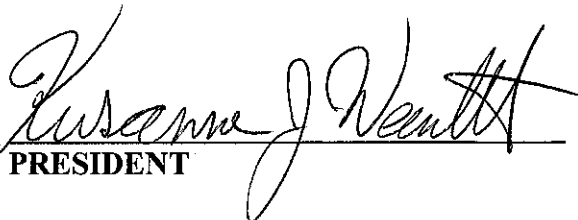


PRESIDENT




SECRETARY

**FOR THE SUPPORT STAFF
ASSOCIATION**



PRESIDENT



SECRETARY