

COLLECTIVE BARGAINING AGREEMENT

between

BROWN COUNTY COMMUNITY UNIT SCHOOL

DISTRICT NO. I

and

BROWN COUNTY EDUCATIONAL SUPPORT PERSONNEL

2023 - 2026

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## ARTICLE ONE

### RECOGNITION

#### 1.1 Recognition

The Board of Education of Brown County Community Unit School District #1, Brown County, Illinois, hereinafter referred to as the "Board," hereby recognizes the BCUSD #1 Support Staff IEA/NEA hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full and part-time support personnel. Specifically excluded from the bargaining unit are short-term employees, students, substitutes and the Director of Buildings and Grounds. Any maintenance position created by the Board of Education (other than managerial or supervisory employees) will be included in the bargaining unit.

## ARTICLE TWO

### NEGOTIATIONS PROCEDURE

#### 2.1 Presentation of Proposed Items for Negotiations

All items proposed for negotiations by the Association shall be presented in writing by the Association at or before the first session and thereafter shall not be expanded. The Board of Education may also present proposals no later than the second session. This provision shall not prevent either side from making new original proposals other than at times set forth above in respect to changes in the law.

#### 2.2 Tentative Agreements

Tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams at the meeting at which the tentative agreement is reached and upon final agreement the entire contract shall be submitted to the Association for ratification and, subsequently, to the Board for adoption.

#### 2.3 Representatives

Each party shall select its own representatives not to exceed five (5) in number. This limit of five (5) refers to the total number of representatives present at any or all sessions. This shall not preclude the parties from rotating members or assigning new members to the bargaining team.

2.4 Length of Times of Meetings

Bargaining sessions shall be closed to the public. Dates of meetings shall be determined by mutual agreement. Negotiations shall commence on or before March 1 of the final year of the contract.

2.5 Mediation

If both parties request the assistance of a mediator, the Federal Mediation and Conciliation Service shall be contacted. If FMCS is unavailable for mediation services, the IELRB shall be notified.

2.6 Contractual Amendments/Memorandums of Understanding

The parties may modify or amend this agreement only by mutual consent or through mid-term bargaining rights. Such changes shall be reduced to writing and signed by the parties and become an amendment to this contract and considered a part of this Agreement.

2.7 Printing, Distribution and Posting of Contract

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed and presented to the Association for distribution to each Bargaining Unit Member. In addition, the Employer shall provide three (3) copies of the agreement without charge to the association and post the contract on the district's website.

2.8 Labor-Management Committee

The Association and the Board recognize the important of communications in maintaining good relationships and agree to meet monthly for the purpose of discussing topics of mutual interest. Monthly meetings shall be held with reasonable written notice stating the item or items to be discussed at such meetings.

- A. The Board will designate not more than three (3) designees to attend said meetings and will notify the Association's representative(s) in writing of their selection.
- B. The Association will designate not more than three (3) representatives to attend said meetings and will notify the Board's representative(s) in writing of their selection.
- C. Nothing said by any person during a committee meeting may be used adversely against that person or the parties in any other context or proceeding. These meetings shall not constitute collective bargaining sessions. It is in the interest of all parties to provide constructive dialogue to resolved issues in a cooperative effort. Nothing prohibits the attendance of an additional person if both sides agree.

**ARTICLE THREE**  
**GRIEVANCE PROCEDURE**

3.1 Definitions

- A. A "grievance" shall be defined as a claim by an employee that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. Days shall be defined as regular, extended, or summer school contract days in which the District's business office is open.
- C. Nothing contained herein shall be construed as a limitation upon the right of individual employees or a group of employees to present grievances to their employer and have them adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the right to provide a response prior to final adjustment of the grievance(s).
- D. A written grievance filed under this Article shall contain the following:
  - It shall be signed and dated by the grievant or grievants;
  - It shall contain a synopsis of the facts giving rise to the alleged violation;
  - It shall be specific as to the Article, Section, or Subsections of the contract alleged to have been violated;
  - It shall contain the date of the alleged violation;
  - It shall specify the relief requested.
- E. If the grievant does not file a grievance in writing with his or her immediate supervisor within twelve (12) days of the occurrence of the event, then the grievance shall be considered as waived and time barred.

3.2 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications.

If, however, such informal processes fail to satisfy the employee, a formal grievance must be processed as follows:

Step A. The grievant shall present the grievance in writing to his or her immediate supervisor within (12) days of the occurrence of the event. The immediate supervisor shall arrange for a meeting to take place within ten (10) days of the receipt of the written grievance. Within ten (10) days of the meeting, the supervisor shall provide a written answer to the grievance.

Step B. If the grievance is not resolved at Step A, the grievant may refer the grievance to the Superintendent or 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 receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response, including the reason(s) for the decision.

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

1. The arbitrator may interpret this agreement and apply it to the particular case submitted to him; he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this agreement; nor shall he have any authority to limit or change any policies, practices or rules, except as they involve an application of this agreement; nor shall he have any authority to formulate or add any policies, practices or rules, except as they involve an application of this agreement; nor shall he have any authority to formulate or add any new policies or rules; nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this agreement.
2. Each party shall bear the full costs for its representation in the grievance procedure.
3. 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 (2) transcripts shall be divided equally between the Board and the Association.
4. Each party shall share equally the cost of the arbitrator and the American Arbitration Association.



3.3 Additional Information

- A. Failure of an employee or the Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to 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 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 the grievance involves a class or group of employees, the grievance may be initially filed by the Association at Step B. Under this clause, the Association is subject to the time bar expressed in 3.1(E) as if it were an individual grievant.
- E. The Board acknowledges the right of the employee to have a local Association representative present, if the grievant requests one, at Step A, and any Association representative present, if one is requested, at Steps B and C. In any case, the Association shall be provided with an opportunity to file a response before final adjustment of grievances in the formal steps.
- 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 3.2 (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. No remedy or right, which arises by way of statute or other provision of law, shall be deemed a part of this agreement, except to the extent expressly incorporated herein.

3.4 No Reprisals Clause

No reprisals shall be taken by the Employer against any Employee because of the Employee's participation or refusal to participate in a grievance.

## ARTICLE FOUR

### EMPLOYEE DISCIPLINE AND TERMINATION PROCEDURES

#### 4.1 Probationary Status

A probationary employee is an employee who is a newly hired employee, or who is working in the category of position for the first time after March 1, 1993. Employees shall be deemed on probationary status for the first 6 months of employment in a particular category of position as defined herein.

#### 4.2 Disciplinary Procedures

Employees may be disciplined for violations of work rules, and in addition thereto, for acts or omissions to act, which unnecessarily endanger the health, safety or property of students, school district employees or members of the public, whether or not such conduct occurs in the scope of an employee's duties. Notification of disciplinary meetings shall be made 24 hours prior to the requested meeting. Notification may be made through District email or hand delivered by supervisor.

Discipline shall be limited to:

Oral warning - (will include a written record of the warning and will be placed in the employee's personnel file).

Written warning Suspension without pay Termination

#### 4.3 Suspension with Pay

Nothing prohibits the employer from suspending employees with pay pending an investigation of possible employee wrongdoing. Suspensions with pay are not deemed disciplinary.

#### 4.4 Just Cause Suspension Without Pay and Termination

No employee (other than a probationary employee) will be suspended without pay or terminated without just cause.

#### 4.5 Probationary Status for Employees Who Change Positions

If an employee changes category of position but does not complete probation satisfactorily in the new position, he may revert to his prior category of position if he has more seniority than another person in that category of position.

## ARTICLE FIVE

### EMPLOYEE AND ASSOCIATION RIGHTS

#### 5.1 Personnel File

All personnel files relating to the employee's application for employment, completed evaluations and other completed documents relating to the employee's performance or behavior shall be kept in the Superintendent's office. Materials that are currently being used for an evaluation or discipline shall be maintained in the personnel file. However, this shall not prohibit working documents or documents in progress regarding evaluation, behavior or performance from being contained in the possession of the building principal or immediate supervisor of the employee. Records pertaining to an employee's use of sick leave, personal leave or other leaves may be kept in the possession of superintendent, principal, or the employee's immediate supervisor. Records relating to tax, payroll, employee health and other matters and similar records will be kept in locations convenient to the employer.

- A. The Board shall provide the employee with the inspection opportunity within four (4) working days after the employee makes the request.
- B. The employee shall not be entitled to inspect or review any materials exempted from such inspection under Section IO 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 building. The Superintendent and/or his designee reserve 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. The Board shall grant at least four (4) inspection requests per employee in a calendar year.
- F. If the Employee disagrees with any information contained in his/her personnel file, the employee may submit a written statement explaining the employee's position. Said statement shall be attached to the disputed portion of the personnel record. Such attachment does not create any presumption that the Board agrees with its contents.
- G. 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 twenty (20) cents per page for the cost of the reproduction.

- H. Nothing in these provisions shall entitle an employee to review information excluded by the Personnel Records Act of Illinois, or the contents of an uncompleted evaluation or related working documents, or to the disclosure of any records relating to an on-going investigation of employee wrongdoing.

## 5.2 Dues Deduction

Any member of the bargaining unit who has applied for membership in the Association may sign and deliver to the Board's business office an authorization for annual dues deduction. The appropriate authorization forms shall be provided by the Association. New authorizations shall remain in effect from year to year until notified by the Association that the member has revoked said authorization.

Names and addresses of newly-hired employees shall be provided to the association within seven (7) days after the official hiring by the Board of Education.

Name and addresses of Employees leaving the District shall be provided to the Association within seven (7) days of the Board of Education approving the Members' release, resignation or other break of service from the District.

5.2.1 Pursuant to such authorization the Board shall deduct from the employee's paychecks for a period of nine (9) months, beginning in September of each year.

5.2.2 The Board shall remit said deducted dues to the Association within ten (10) days following the pay deduction.

5.2.3 This provision shall not obligate the employer for payment of dues in arrears if it has complied with the foregoing including, but not limited to, the following:

1. Death, resignation, termination, suspension without pay or unpaid leave of absence of the employee;
2. Insufficient earnings to cover dues deductions;
3. Dues for any month in which the employee has no earnings.

## 5.3 Payroll Deductions

Employees shall have the right to authorize payroll deduction for the following:

1. Medical insurance premium and life insurance premiums for policies or coverage offered by the employer;
2. Tax-sheltered annuity.

3. IEA Credit Union
4. United Way
5. AFLAC
6. Health Savings Account

Except for changes in deductions for group health insurance coverage (for those employees electing to participate in the Employer's group health insurance plan) caused by changes in family circumstances, as allowed by the plan, such as marriage, divorce, birth of a child, and the like, Employees shall be limited to two (2) authorization changes per program per year. Such changes may occur only between September 1 and September 15, and January 1 and January 15. Changes shall be effective with the next payroll period following the month in which the change is made.

Wage deduction changes caused by changes in family circumstances may be made from time to time as they occur:

Example: An employee wishes to change payroll deductions September 10th. Such change in payroll deductions shall be effective for the month of October.

A change in payroll deductions shall be defined as any increase or decrease in the amount of dues deducted or addition, modification or deletion of any payee.

#### 5.4 Use of School Building

The local Association shall have the right, upon the approval of the Superintendent or his designee, to use the school buildings at times when school is not in session, provided that such meetings do not interfere with the instructional and/or extracurricular programs of the District or activities previously scheduled by others. All meeting areas and times for such meetings are subject to advance approval by the Superintendent or his designee.

#### 5.5 Use of Bulletin Boards

The Board shall designate bulletin boards, which may be used by the Association for posting of official business notices. The Board of Education shall also establish a mailbox for the ESP Association in which notices to it shall be placed.

#### 5.6 Delivery of Board of Education Meeting Agenda

A copy of the agenda of the Board of Education, if any, for regular and special meetings of the Board of Education shall be emailed to the Association President or the President's designee.

5.7 Delivery of Board Minutes

One copy of the official open Board minutes shall be emailed to the ESP Association President or the President's designee within ten (10) days after the Board approves such minutes.

5.8 State or National Conference Attendance

In the event that the Association desires to send representatives to a state or national conference, these representatives shall be excused without loss of pay provided the Association reimburses the District for the cost of substitutes. The Association shall be limited to a maximum of two (2) days per school year.

Example: One (1) employee two (2) days, or two (2) employees one (1) day each.

The Association or employee involved shall notify the Superintendent at least ten (10) school days prior to the intended use of such leave.

5.9 Request for Information

At the request of the ESP Association president the Board agrees to furnish a digital copy of the following to the President of the Association or designee:

- A. District's budget
- B. Budget amendments
- C. Annual financial report
- D. Spreadsheet listing CBU members including seniority, wages, and benefits (IMRF and insurance).

5.10 Authorized Representative on Campus

Duly authorized representatives of the Association shall be permitted to transact official Association business on campus before and after school, and during an employee's duty-free time. With the approval of the Superintendent in advance, the authorized representative may meet with the employees at other times, but the presence of the authorized representative shall not interfere with or disrupt the work schedule of the employees nor interfere with or disrupt the instruction or extra-curricular programs of the District.

5.11 Rules and Regulations

All policies, regulations, and rules of the Employer must be published and distributed to all the Employees in a handbook and shall be made available to anyone upon request. Copies of building policies, regulations and rules shall be distributed to each Employee in that building on the first day of each school year.

**ARTICLE SIX**

## **EMPLOYEE EVALUATION**

### **6.1 Evaluation**

Employees shall be evaluated at least once every year. Employees shall receive a copy of the employee's job description within thirty (30) days of employment. If an employee's job description is changed, s/he will be notified within ten (10) days of the effective date of the change. If an employee is required to assume a new duty or use new equipment, additional training will be provided if necessary. Evaluations will be based upon job descriptions

### **6.2 Evaluation Committee**

Job descriptions will reflect tasks/responsibilities that are directly related to the job title description. Specific functions of the job can/will be adjusted to meet the needs of District #1. The superintendent or designee must inform the Association and the specific employee(s) affected regarding the changes in a job description (tasks/responsibilities/standards).

## **ARTICLE SEVEN**

### **ASSIGNMENTS, VACANCIES, PROMOTIONS AND TRANSFERS**

#### **7.1 Vacancies**

- A. A vacancy shall be defined as a permanent position in the bargaining unit which has been newly created, or which has previously existed and has been vacated due to transfer, reassignment, resignation, retirement, death or termination. The term "vacancy" shall not apply to any temporary position or a substitute position for an employee who has been granted a leave of absence.
- B. The Board shall post notices of vacancies in each Elementary, Middle School, High School, the Board Office, and the Bus Garage bulletin board and on the school district's website within ten (10) working days after knowledge of such a vacancy. These vacancies shall include any summer work offered to this collective bargaining unit.
- C. The Board shall send such vacancy notices to the ESP Association President within ten (10) working days after knowledge of such a vacancy.
- D. After thirty (30) consecutive work days, a temporary employee shall become a regular employee and be entitled to pay and benefits in accordance with this agreement.
- E. When there is a need to create a new position in the bargaining unit, the Board of

Education (or designee) will notify the association in writing of the said position (including the initial title, job description and basic job function responsibilities). The association will have the opportunity to bargain the job classification and pay scale for the newly created position.

## 7.2 Transfer

- A. The Board shall consider existing employees if they are qualified for and have the skills necessary for an open position. An existing employee shall have the right to an interview to explain his/her interest and capabilities. An employee capable of filling a lateral position as determined by appendix A should be given the opportunity to train for said position. If two (2) or more capable employees show interest in a vacancy, seniority will play a factor in the hiring process. If no employee shows interest in the vacancy, hiring will be done from outside the bargaining unit.

An open/unfilled position not of a lateral nature as defined by appendix A will include a pre-screening assessment of necessary position skills. All applicants (present employees/outside of district) will be evaluated/assessed on the same criteria. As determined by the administration, following the pre-screening and interview process, the best qualified applicant will be offered the open position.

## 7.3 Involuntary Transfer

When the Board or Administration determines to permanently involuntarily transfer or permanently reassign an employee(s), volunteers shall be sought. If there is no volunteer who is acceptable to the Board or the Administration then the Board or Administration may involuntarily transfer or permanently reassign employees as the Administration or Board believes is in the best interest of the District. The District will agree to meet and explain the transfer to the employee.



## ARTICLE EIGHT

### CONDITIONS OF EMPLOYMENT

#### 8.1 Work Day

##### A. Work Week Definition

The regularly scheduled work week shall not exceed forty (40) hours, excluding a lunch period. This provision shall not preclude longer work hours due to special events such as tournaments or extended extra-curricular activities or emergencies. This provision does not guarantee consecutive hours of work.

##### B. Working Hours

Any historical practice to the contrary notwithstanding, the employer may specify work day starting and stopping times for all employees. However, employees starting and stopping times shall be generally related to the student workday.

##### C. Starting and Stopping Times

No employee may work overtime without prior written approval of the superintendent, except that in case of emergency when the superintendent or superintendent's designee is unavailable the employee shall be paid for such overtime work as may be necessary under the circumstances to prevent loss or injury to persons or property.

##### D. Bus drivers employed on the date of this agreement that have historically driven at least a "full route" consisting of at least one morning and one afternoon run of students shall be guaranteed the opportunity to work 2-base hours in the morning and 2-base hours in the afternoon, for a total of 4 hours each day, regardless of the actual time of those runs. In cases that a bus driver's route causes him or her to drive into a 3rd hour, the 3rd hour of pay will be paid in quarter hour increments.

##### E. Bus drivers will continue to be offered work for four (4) hours per day. However, Bus drivers will only be paid for time worked. If they leave before four (4) hours worked, then they will only be paid for time worked. If a Bus driver's route ends early, other tasks will need to be completed so that the 2-hours in the morning and/or 2 hours of the work in the afternoon are completed. If work is required beyond 4 hours, other than completion of the driver's route, then the driver will be paid for extra work in 15-minute increments so long as the driver has prior written approval of the Superintendent, or his designee, for said extra work. Extra work includes

required trainings (mandated computer trainings and CDL refreshers, cleaning and maintaining buses, writing seating charts and assignments, bus administrative work, driving routes and refueling buses.

## 8.2 Lunch Periods

- A. Employees who are scheduled to work more than five (5) hours per day shall be entitled to a duty-free thirty (30) minute lunch period. However, with the approval of the employee's immediate supervisor such period may be extended to one (1) hour. The lunch period shall be with no pay and not included in the employee regular work day. This provision shall not apply to bus drivers or any cafeteria worker.
- B. For the convenience of the employer, cooks and servers working more than five (5) hours per day shall receive a meal without charge.

## 8.3 Employee Physical and Drug Test

- A. All bus drivers are required by state law to have a physical examination and a drug test. The School Board will pay all expenses incurred to these requirements. The employer may select a physician or other appropriate provider of health services for the physical and drug test.
- B. Should the employer require employees to have a physical examination, the employer shall pay the cost of the physical examination. The employer may select a physician or other appropriate provider of health services for the physical exam.

## 8.4 Commercial Driver's License

The Board will reimburse new bus driver employees the actual fee of obtaining a commercial driver's license. The Board shall reimburse existing employees for the CDL renewal fee.

## 8.5 Food Sanitation License

Should an employee be required to have a Food Sanitation License, the Board agrees to pay the cost of the license, and costs incurred for any required in-service.

## 8.6 In-Service

When an employee is required by the employer to attend a training session or in-service or other educational experience, the employer shall pay mileage at the standard district rate, pay costs of necessary meals and lodging, and (if outside the employee's regular work hours) the employee's regular rate of pay.

8.7 Shift Changes

When students and/or teachers are not present custodians assigned to the evening shift may be permitted to work the day shift with the Building Principal's approval or begin may begin the night shift within the hour after students leave with the Building Principal's approval.

8.8 Breaks

Employees scheduled to work seven (7) or more hours per day shall be entitled to two (2) paid fifteen (15) minute breaks per day. With the permission of the superintendent or designee the employee may choose to take an additional ½ hour at lunch rather than two (2) fifteen (15) minute breaks during the day. Employees scheduled to work fewer than seven (7) but more than four (4) hours per day shall be entitled to one (1) paid fifteen (15) minute break per day. Employees scheduled to work four (4) or fewer hours per day shall not be entitled to breaks. This provision shall not apply to Bus Drivers, or to any other position where the work day is not continuous.

8.9 Vacation

Full-time twelve (12) month employees shall be eligible for vacation. Vacation time earned shall be as follows:

From Hire Date to June 30 of the same fiscal year, employee shall be eligible for A half (.5) vacation day per full month of employment until June 30 of the first fiscal year of employment.

During the second (2nd) and prior to the fifth (5th) full fiscal years of employment, the employee shall earn, ten (10) days of vacation time.

During the fifth (5<sup>th</sup>) and prior to the tenth (10th) full fiscal years of employment, the employee shall earn, fifteen (15) days of vacation time.

During the tenth (10th) but prior to the fifteenth (15th) full fiscal years of employment, the employee shall earn twenty (20) days of vacation time.

During the fifteenth (15th) full fiscal years of employment and thereafter, the employee shall earn twenty five (25) days of vacation time.

Vacation shall be scheduled with the Building Principal.

If an employee has not used earned vacation time within the fiscal year earned, the employee may be paid at their daily rate of pay for up to ten (10) days and may roll up to five (5) days into the next fiscal year to be used. The request for pay for unused vacation

days must be made by the employee in writing to the board office by June 1 of each year. For purposes of this paragraph, the number of anniversary dates shall include only those since the most recent hire, and shall not include prior service of an employee when that employee has had a break in service.

8.10 Holidays

Twelve (12) month employees shall be entitled to the following paid holidays:

July 4 <sup>th</sup>	Labor Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
Martin Luther King's Birthday	Presidents Day
Memorial Day	Good Friday
Juneteenth	

When any holiday falls on a Saturday, the preceding Friday will be designated as the holiday. Should the holiday fall on a Sunday, the following Monday will be designated as the holiday. This situation shall not apply if any designated Friday or Monday holiday is scheduled as a day when school is in session or is a required working day for certified staff. When such designated Friday or Monday is unavailable for such reasons the employer will designate a date(s) to be used during the summer period or winter break when school is not in session as a holiday(s) in lieu of the lost day(s).

8.11 Subcontracting

- A. The District will comply with 105 ILCS 5/10-22.34c.
- B. Temporary Use of Non-Bargaining Unit Personnel. The District agrees that no person other than those normally employed shall be used at any time to perform the work normally performed by bargaining unit employees, except in limited cases, emergencies, or as agreed upon by both parties.

In the event of a need for temporary use or an emergency, every effort will be made to utilize the services of bargaining unit who would normally perform the work required.

8.12 Mileage Reimbursement

When an employee is required by the Board of Education to travel for school business, the Board will endeavor to provide that employee with a District vehicle. If a vehicle is unavailable the Board shall reimburse the employee for authorized travel at the maximum rate allowed by the IRS.

Approved mileage claims turned in on the appropriate form on the last business day for the Board of Education of the month shall be paid on or before the 15th of the next month.

8.13 Work Year

The work year for members of the bargaining unit shall be as follows:

Cooks	176 days
Bus Driver	175 days
School Secretary	194 days
Custodian	12 months
Maintenance	12 months
Bus Mechanic	12 months
Paraprofessional	174 days

8.14 Inclement Weather

- A. If employees are required to transport special education or other students to other school districts or attendance centers, on days when Brown County Schools are closed for reasons of inclement weather, such employees may determine that on the basis of safety it is unwise or unsafe to transport the students on a particular road or with a particular vehicle. Such employee will not be reprimanded or disciplined in any way for exercising such discretion unless there was, in fact, no issue of safety, or the employee did not in good faith make a reasonable assessment of safety conditions or attempt to travel.
- B. If an employee is required to be at work, and actually arrives at work prior to the time that the District announces the closure of school for students, the employee shall be paid the greater of one (1) hour's pay or the actual time worked. No pay shall accrue to employees who arrive prior to the required starting time.
- C. If Brown County Schools are closed for reasons of inclement weather, but employees are required to work that day, twelve month employees will be allowed to use their vacation and/or personal leave, if they are unable to get to work.

8.15 Work Assignments for 1:1 Paraprofessional

In the event that a one-on-one (1:1) Paraprofessional is not able to assist the Paraprofessional's assigned student due to the student's absence, the Board shall provide alternative appropriate work opportunities during the given work day. If the Paraprofessional chooses to perform these alternative appropriate work opportunities, he or she will be paid his or her regular wage for the hours worked.

**ARTICLE NINE**

## SENIORITY

### 9.1 Definition

Seniority is the length of an employee's full-time service starting with the first day on which duties are performed.

For purposes of this article, the number of hours, which constitutes full-time employment, shall depend upon the category of position. For each category of position "full-time" shall be the greatest number of hours normally and regularly assigned to employees in that category of position. However, no person shall accumulate seniority unless he or she has actually been employed in a category of position for more than six hundred (600) hours in any fiscal year.

### 9.2 Loss of Seniority

Seniority is lost upon the following:

1. Resignation
2. Dismissal
3. Retirement

### 9.3 Retention of Seniority - Discontinuation of Accrual

Seniority is retained but shall not accrue during the following:

1. Any unpaid leave of absence permitted by this Agreement.

### 9.4 Retention of Seniority - Continuation of Accrual

Seniority continues to accrue during the following:

1. Paid leaves of absence
2. Temporary disability under the Illinois Municipal Retirement Fund (IMRF).

### 9.5 Publication of Seniority List

Within a reasonable time following adoption and ratification, the Employer shall publish a seniority list for each employee in each category of position in which an employee has worked full-time as defined herein. Seniority shall be listed as years for each category of position in which an employee works. If an employee has changed category of position, the employee shall have seniority for the time worked in each category.

Example: Employee AB worked for four years as a cook and five years as a bus driver. For purposes of this provision, the employee is

shown as having four years of seniority as cook and five as bus driver, not nine years in either category.

If an employee changes category of position, seniority earned in that category of position is not lost. No employee shall earn more than one year of seniority in any fiscal year. Fractional seniority shall be counted for employees who commenced employment mid-year. For twelve or eleven month employees the employment year shall be deemed to commence July 1 for purposes of counting seniority. For nine month employees one year of employment shall be the academic year.

Within twenty (20) days after posting of the seniority list the Association shall present to the Superintendent any proposed corrections or additions thereto. Following this twenty (20) day period seniority shall be deemed accurate for all prior years for all purposes.

By February 1 of each year commencing with February 1, 1993, the Employer shall post a seniority list current through the preceding school year (that is, omitting seniority for the then uncompleted school year or fiscal year).

Placement on the seniority list shall be subject to grievance but grievances in respect to seniority lists posted in February of each year shall be limited to placement or credit of seniority for the previous school term only. Grievances in respect to the initial seniority list first listing historic seniority may be grieved in regard to any year.

#### 9.6 Reduction in Force Procedures

Other provisions of this agreement notwithstanding, it is agreed by the parties that in case of lay-off, seniority shall apply across categories of position in the following instances:

A senior transportation supervisor or mechanic may bump a less senior bus driver. Any bus driver who is bumped or reduced in force shall be placed on the substitute bus driver list. However, substitute bus drivers are not a part of the bargaining unit.

#### 9.7 Recall From Lay-Off

Employees shall be recalled in reverse order of lay-off. Failure to respond within fifteen (15) calendar days after receipt of the Board's letter of recall sent by certified mail to the employee's address on file with the Board recalling such employee shall result in termination of the employee's rights of recall hereunder.

## ARTICLE TEN

## SICK LEAVE

### 10.1 Sick Leave

A. Sick leave shall be provided to employees as follows:

174-176-180 day employees shall have eleven (11) sick leave days annually;

194 day employees shall have twelve (12) sick leave days annually;

Twelve (12) month employees shall have fourteen (14) sick leave days annually.

Sick leave may accumulate with no limit.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family.

For the purpose of sick leave, "immediate family" shall include parents (including in-law and step), spouse, domestic partner, siblings (including in-law and step), children (natural, adopted, foster, step or in-law), grandparents (including step or in-law), grandchildren (including step or in-law), and legal guardians.

The Superintendent and/or his designee shall monitor the use of employees' sick leave. After an absence of three (3) days for personal illness, the employee may, at the Superintendent's discretion, be required to furnish a physician's certificate of treatment.

Excessive absenteeism or a recurring pattern of absenteeism under this clause shall be reviewed by the Superintendent and/or his designee. The Superintendent may, in his own discretion, request at any time a physician's statement from an employee suspected of abusing sick leave. In addition, the superintendent may require a physician's certificate of treatment and status to complete job requirements.

Example: Following a back operation, the district will require assurance from a doctor selected by the board of education to release the employee to return to work. If the Employee's doctor is different than the board of education's physician, then the employee has the right to have his/her doctor present evidence of support to the board of education's physician who will make the final recommendation to the superintendent and the board of education.

If the Employer requires the physician's statement, the employer shall pay the cost thereof. In addition to any other discipline, which the Board may impose for violation of work rules, the Board of Education explicitly reserves the right to



discipline employees for abuse of sick leave provision. Abuse shall include, but is not necessarily limited to, statements or conduct indicating that an employee is ill or otherwise entitled to sick leave when such illness does not exist or sick leave entitlement does not exist.

- D. After the ESP has worked their last day and after the ESP has received their last regular paycheck from the district, the board agrees to pay the retiring ESP \$25.00 per day for each sick day not applied toward retirement, not to exceed seventy-five (75) days.

## 10.2 Personal/Business Days

Upon request to the Superintendent or his designee, employees who are employed and who are eligible for IMRF (that is, it is reasonably anticipated that will work 600 hours or more per year) shall be allowed three (3) business days per year subject to the following conditions:

- A. At least five (5) days prior written notice must be given to the Superintendent.
- B. Eligible employees shall be allowed to maintain the confidentiality of the reasons for said leave. However, by applying for business days the employee shall be verifying that the leave is for essential personal business, which cannot be completed after the regular workday or on weekends. No business leave days may be taken immediately before or after a holiday or vacation period.
- C. Personal/business leave, if available, may be taken for sick leave, if sick leave benefits are not available.
- D. Unused personal/business leave shall be added to the eligible employee's accumulated sick leave on or before June 30 of each year. In no case shall accumulation of sick leave exceed the maximum for that employee's position.
- E. Personal/business leave days cannot be taken during the first week and the last week of the school year without designated advance written permission of the Superintendent or his designee.
- F. All business leave days granted must be taken in increments of at least one-half day at a time.
- G. No more than five (5) eligible employees may be granted personal/business leave on the same day.
- H. In the case of an emergency, the above listed conditions may be waived, at the sole discretion of the Superintendent or his designee. If an eligible employee does not agree with the Superintendent or his designee, the eligible employee may appeal to

the Board.

10.3 Leave for Jury Duty

When an employee is called for jury duty, the employee shall be granted leave with full pay. Leave for jury duty shall not be counted against allowance for personal leave or sick leave.

10.4 Bereavement Leave

- A. Each employee shall be granted three (3) paid days of bereavement leave if a death occurs in his/her immediate family. For the purposes of this section, "immediate family" shall include parents (including in-law and step), spouse, domestic partner, siblings (including in law and step), children (natural, adopted, foster, step or in law), grandparents (including step or in law), grandchildren (including step or in law), cousins, aunts/uncles and legal guardians. Unused bereavement leave shall not accumulate.
- B. Eligible employees under the Family Bereavement Leave Act shall also be granted seven (7) unpaid days of bereavement leave if a death occurs in his/her immediate family per the Family Bereavement Leave Act (Public Act 102-1050). For the purposes of this section, "immediate family" shall be defined as parents (including in-law and step), spouse, domestic partner, siblings (including in law and step), children (natural, adopted, foster, step or in law), grandparents (including step or in law), grandchildren (including step or in law), and legal guardians. Unused bereavement leave shall not accumulate. The District Superintendent, or his designated representative, has the right to request evidence of immediate family relationship and/or the need for such leave in order to determine if the employee is eligible and the leave is covered by the Family Bereavement Leave Act.
- C. If further days are needed, with the approval of the Building Principal, sick days can be used for the purpose of out-of-town funeral arrangements or attendance. Sick leave can be used for the death of close friends not to exceed two (2) days per incident.

## 10.5 Leaves of Absence

Leaves of absence without pay may be granted to employees upon making application and receiving the approval of the Board. Each approved leave of absence shall be of the shortest possible duration required for the leave and shall be consistent with a reasonable continuity of instruction for students.

Leaves of absence without pay may be granted to employees for up to a maximum of one (1) full year, according to the following conditions:

1. Written requests for a leave of absence without pay should be made at least thirty (30) days or as much notice as possible before the leave is desired, and all such leaves are subject to final approval of the Board or their designee.
2. Dates of departure and return must be acceptable to the Board and Administration, and shall be determined in advance of any leave granted.
3. An employee granted a leave of absence scheduled to end at the end of the school year must inform the Superintendent of his/her desire to return to work, in a position for which he/she is qualified, no later than February 15. An employee granted a leave of absence scheduled to end at a time other than the end of the school year shall notify the Superintendent of his/her desire to return to work, in a position for which he/she is qualified, at least ninety (90) days prior to the scheduled ending date.
4. Leaves of less than one (1) month, if acceptable and approved by the Superintendent, shall not require Board approval.
5. An employee on approved leave of absence may continue insurance benefits, provided the insurance carrier deems it acceptable, and the full cost of the insurance premium is paid by the employee on monthly dates established by the Administration.

## 10.6 Family Medical Leave Act (FMLA)

The employer and employees retain all of their rights in respect to the Family Medical Leave Act. For the purposes of such Act, the "12-month period" is measured backward from the date the employee's uses any FMLA leave allowed by the Family and Medical Leave Act.

The employer retains the right to make modifications to working conditions in respect to persons with disabilities. Such modifications may be effected, without additional bargaining, upon notification to the Association that such changes are necessary for persons with disabilities, unless the employee desires Association representation, and waives confidentiality in writing.

**ARTICLE ELEVEN  
COMPENSATION AND BENEFITS**

11.1 Compensation

A. Current Wage Plans

See Appendix A.

B. Salary Schedule Plan

The Salary Schedules applicable to this agreement are attached as Appendix A.

C. Reduction in Force

Any reduction in force must be done in compliance with the applicable provisions of the Illinois School Code, including 105 ILCS 5/10-23.5.

D. Everyone that has served the district as a substitute (covered under the support services contract) for a period of one year will be placed on year two of the salary schedule if they become a full-time employee.

11.2 Kitchen Personnel

There shall be three tiers of kitchen personnel: Director of Food Service, Lead Cook for each school building, and Cook. The Director of Food Service shall receive an increase of \$0.50 per hour over her pay in 22-23, in addition to the wage increases per Section 11.1. The Lead Cook for each building shall receive an increase of \$0.50 per hour over her pay in 22-23, in addition to the wage increases per Section 11.1. If one person is Lead Cook in more than one building, that person shall receive a \$0.50 per hour increase for each building where s/he is the Lead Cook.

11.3 Call Out Pay

If an employee is recalled to work outside his/her normal work schedule such that the employee works more than forty (40) hours in a regular work week, such hours will be paid as overtime at time and one-half. An employee called to work by direction of the superintendent, principal, maintenance director, police, fire department or other emergency personnel who are working in official capacity, outside his/her normal work schedule, will be paid the greater of one (1) hour pay or the actual time worked.

11.4 Benefits

Section 125 Plan

The Board of Education shall maintain a Section 125 cafeteria plan under which employees may elect to receive all their hourly compensation as taxable income, or may, to the maximum extent permitted by law, have their costs of participation in

the employer's group health insurance plan deducted from wages on a pre-tax basis.

For employees who work thirty (30) or more hours per week, the Board shall make a monthly contribution to the cost of district health insurance in the sum of \$7,750 in Year One of this Agreement, \$8,000 in Year Two, and \$8,250 in Year Three, or the full cost of an individual employee premium whichever is less, in each year. Such employees may choose to not participate in the district health insurance plan, thus forfeiting the district's contribution. 50% of the dollar amount of the INCREASED cost in the monthly premium will be paid by the district and 50% of the dollar amount of the INCREASED cost in the monthly premium will be paid by the employee. Example: Previous year cost = \$585 for individual employee, but next year's premium cost is increased to \$595. So, the District will still pay the \$585 plus they will also pay \$5 of the additional new cost totally their share at \$590 and the employee will pay \$5 of the additional new cost of the premium.

Employees who were employed prior to August 15, 1995, and received a Board paid contribution toward group health insurance premiums at the former standard of at least twenty (20) hours per week shall be included ("grandfathered") among those employees who receive the monthly allowances. All individuals who are employed as of January 17, 2002 will be grandfathered and no one else as of this date will be allowed to receive a cash option. All qualified individuals will receive \$2580 a year. This money is subject to taxation and will be added to the employee's regular salary. No other employee will be eligible for this option.

- A. Employees anticipated to work less than twelve (12) weeks shall not be eligible for insurance. Probationary employees who do not complete the probationary period shall have insurance eligibility terminated on the last day of employment.
- B. Employees shall be entitled to a contribution equal to the cost of an annual premium for \$50,000 of life insurance under the District's group plan, subject to carrier restriction.
- C. Benefits Committee. A committee consisting of no more than 3 members of the Association and no more than 3 members of the Administration/Board will be formed to review the current plans and make advisory recommendations to the Board of Education for changes in the insurance plan and benefits. Such input is advisory only. The Board of Education retains the final authority to determine any change in the current plan or current benefits.

#### 11.5 Break Down Pay for Bus Drivers

If an unforeseen emergency happens while on a route (i.e. snow, breakdown, etc.) the bus driver shall be paid their normal hourly rate for additional hours. The chain of communication shall be as follows:

- Call bus garage - Transportation Secretary by radio
- If no answer, bus mechanic by radio
- If no answer, call Business Manager or Superintendent by radio
- Can call cell phone of Business Manager or Superintendent if not driving at the time

#### 11.6 IMRF Eligibility

Any employee who is reasonably anticipated in advance will work more than six hundred (600) hours in the ensuing year shall be eligible for the Illinois Municipal Retirement Fund and the Board of Education shall make an employer's contribution and deduct from the employee's pay as an employer's pickup under 414(h) of the Internal Revenue Code the employee's contribution as required by the Illinois Pension Code.

#### 11.7 Extra Trips

Extra trips shall be defined as transportation trips that require a school bus and are outside regularly scheduled driving times. These trips include, but are not limited to, field trips, athletic events, and extracurricular activities. The scheduled trips shall be posted by Tuesday noon for the following week. On Thursday Noon, or the last attendance day of each week, bus drivers shall indicate the days each driver is available to drive extra trips the following week. The assigned trip sheet shall be posted by Friday Noon. Extra trips shall be assigned to regular full-time drivers on a rotating basis of those available for trips that day in accordance with the list. If a trip is canceled, and the employee is not notified in advance, and travels to school to drive an extra trip, the employee shall be paid for one hour at the extra trip rate. If a trip is cancelled and re-scheduled, the driver originally signed up for that trip shall be assigned that trip only if the trip is rescheduled within that same week. If a new trip is made available, all eligible drivers will be made aware of the available trip as soon as possible through email or text.

Administration has the authority to assign trips. If you sign up and are assigned to take a trip, you are expected to take that trip unless an emergency arises; in which case, you must notify the Transportation Director and Administration immediately.

To effectuate the foregoing, the Administration shall make reasonable effort to find substitute drivers to cover the regular route drivers who desire to drive extra trips, but no regular employees may drive an extra trip if a regular route will be uncovered. In such circumstances, the Administration shall have the right to assign drivers as is in the best interest of the District. If a sub driver refuses to take the regular route for a regular Bus Driver the sub driver will forfeit any extra duty trips that day. If a regular route driver drives

a special trip in lieu of their regular route, the driver shall be compensated at whichever rate of pay is greater. If the regular route has been filled with a sub-driver, the special trip is cancelled and the regular route driver does not get to drive, the regular route driver will be paid at their regular route pay.

If a trip is cancelled after a bus driver is scheduled for an extra trip or shuttle trip with less than sixty (60) minutes' notice from the scheduled departure time on a school day, he or she shall be compensated for route pay only if the driver misses their regular route. If a trip is cancelled after a bus driver is scheduled for an extra trip or shuttle trip with less than sixty (60) minutes' notice from the scheduled departure time on a non-school day or outside of route time, he or she shall be compensated for one hour of "extra trip" pay.

11.8 Electricity Allowance

Bus drivers who take buses home and plug them in shall be allowed an electricity allowance of \$75.00 annually.

11.9 Pay Dates

All employees subject to this agreement shall be paid on an hourly basis, and shall be paid on the pay date next following the pay period in which the pay is earned. Pay dates shall be every two (2) weeks on Friday. If the pay date falls on a holiday the pay date will be the previous day of the week. The administration is authorized to offer district employees the option to have "Direct Deposit" for payroll checks.

11.10 No Change in Duties

No employee shall fail to report to work, shall trade work with other employees or shall otherwise modify the duties of employment without prior written approval of the superintendent.

11.11 District Uniforms

The board of education will reimburse cafeteria staff for the cost of uniforms and shoes, required by the employer, not to exceed \$200.00 each year. The cost of uniform and shoes must be approved by the superintendent for reimbursement. The board of education will reimburse custodial staff, bus mechanic and maintenance staff for the cost of shoes/boots and/or appropriate winter outerwear (for example, coats, work gloves), required by the employer, not to exceed \$200.00 each year. Employees must provide receipts.

11.12 Paraprofessional Licensure

The board of education shall reimburse a Paraprofessional for the cost of renewal of the

employee's endorsement on an Illinois Educator License with Stipulations for paraprofessionals up to \$50.00 once every five (5) years or, in the alternative, \$10.00 per year, upon submission of appropriate written evidence of payment and renewal to the Superintendent.

11.13 Bus Driver Incentive Program ("Incentive Bonus")

In each year of the contract, full-time and part-time bus drivers, specifically excluding substitute drivers, who are employed as of the last day of the given school year are eligible for a five percent (5%) discretionary, incentive bonus based on satisfaction of the performance criteria set forth herein ("Incentive Bonus"). The Incentive Bonus will be paid out by June 30 of the then current school year and will be based off of the total gross wages earned by the bus driver who qualifies for the bonus during the current school year. For example, if a bus driver earns \$10,000.00 in gross wages and qualifies for the Incentive Bonus in the 2016-17 school year, the bus driver will receive a \$500.00 bonus payment by June 30, of that fiscal year.

In order to qualify for the Incentive Bonus, the bus driver must meet each and every one of the following criteria:

- a. No police-issued tickets, received on personal time or during work-related duties;
- b. No accidents while driving school district vehicles (weather-related or otherwise and regardless of whether tickets are issued);
- c. No written complaints/reports (with signatures of the person making the report) to the Superintendent that a bus driver was using a cellphone while driving a school bus; and
- d. No written complaints with signature of the parent/student to the Superintendent.
- e. Drivers who are denied the Incentive Bonus will the right to discuss with the Superintendent their side of events in action a-d, above.

Whether a bus driver has satisfied each of these criteria and qualifies for the Incentive Bonus is in the sole discretion of the Superintendent. The Superintendent's decision on whether a bus driver has qualified for the Incentive Bonus shall be final and is not grievable under the provisions of this Agreement.



## ARTICLE TWELVE

### MANAGEMENT RIGHTS

#### 12.1 Management Rights

Reserved exclusively to the Board are all the rights, responsibilities, powers and authority given to it by the laws and Constitution of the State of Illinois and of the United States. Management rights include, but are not limited to, the maintenance of efficiency in governmental operations, the determination of the organizational structure of the District, including the chain of command and division of authority; the standards of service and selection, direction, and assignment of employees; the financial structure of the District, including methods for raising revenue and the establishment and maintenance of the District's overall budget and budgetary allocations; the publication and enforcement of rules and regulations; and classification, evaluation, discipline of employees and the determination of staffing levels; the determination of standards of performance and whether any employee meets such standards; and the determination of the services which shall be offered by the District.

#### 12.2 Individual Contracts

Any individual contract issued by the Board to an employee shall be subject to and consistent with the terms and conditions as set forth in this agreement. If an individual contract is inconsistent with this agreement, the agreement shall be controlling.

#### 12.3 Savings Clause

Should any specific 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 for the duration of this Agreement.

#### 12.4 Duration of Agreement

This Agreement shall become effective on the date of execution, except the provisions regarding salary and insurance shall be active to July 1, 2023. The agreement shall continue in full force and effect until the 30th day of June, 2026.

#### 12.5 No Strike

During the term of this agreement and any mutual extension thereof no employee covered by this agreement, not the Association, not any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of

any picket line at the School District's premises, any strike, slow down or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

- 12.1 The Board retains the right to make and modify reasonable work rules and will see k input and discussion with the Association.

This agreement is signed this 18 day of September, 2023.

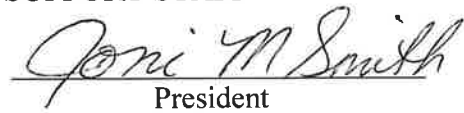
In witness thereof;

FOR THE BOARD OF EDUCATION  
BROWN COUNTY COMMUNITY UNIT  
SCHOOL DISTRICT #1

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

FOR THE COMMUNITY UNIT  
SCHOOL DISTRICT #1  
SUPPORT STAFF

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

### Appendix A

<b>Starting Pay</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>
Custodians	\$15.00	\$15.75	\$16.50
Kitchen	\$15.00	\$15.75	\$16.50
Paraprofessionals	\$15.00	\$15.75	\$16.50
Secretaries	\$15.00	\$15.75	\$16.50
Mechanic	\$24.00	\$24.75	\$25.50
Bus Driver -blended	\$21.00	\$22.00	\$22.50
Trips	\$17.25	\$18.25	\$19.25
-			
<b>Percent increase from previous year</b>			
	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>
Custodians	20%	6%	6%
Kitchen	20%	6%	6%
Paraprofessionals	20%	6%	6%
Secretaries	20%	6%	6%
Mechanic	15%	6%	6%
Bus Driver	10%	6%	6%
Trips	\$17.25	\$18.25	\$19.25