

# **COLLECTIVE BARGAINING AGREEMENT**

**BREMEN EDUCATIONAL SUPPORT TEAM**



**and the**

**BOARD OF EDUCATION  
BREMEN COMMUNITY HIGH SCHOOL  
DISTRICT #228**



**July 1, 2020 – June 30, 2024**

# TABLE OF CONTENTS

<b>TABLE OF CONTENTS</b> .....	<b>1-3</b>
<b>ARTICLE I - RECOGNITION</b> .....	<b>1</b>
A. REPRESENTATION .....	1
B. EMPLOYEES .....	1
C. TEMPORARY EMPLOYEES.....	1
D. New EMPLOYEES.....	1
<b>ARTICLE II - MANAGEMENT RIGHTS</b> .....	<b>2</b>
<b>ARTICLE III - BEST RIGHTS</b> .....	<b>3</b>
A. POSTING OF NOTICES – BEST .....	3
B. USE OF MAILBOXES – BEST .....	3
C. NONDISCRIMINATION – RETALIATION .....	3
D. JOB DESCRIPTION.....	3
E. USE OF FACILITIES .....	3
F. PERSONNEL FILES .....	3
G. BOARD MINUTES .....	4
H. FLEX SCHEDULING.....	4
I. CALENDAR .....	4
J. COMMITTEE REPRESENTATION .....	4
<b>ARTICLE IV - EVALUATION</b> .....	<b>5</b>
A. DEFINITION .....	5
B. EVALUATION INSTRUMENT .....	5
C. FREQUENCY .....	5
D. MEETINGS .....	5
E. PARAPROFESSIONALS CLASSROOM OBSERVATIONS .....	5
F. REBUTTAL.....	6
G. PERFORMANCE REMEDIATION PLAN (UP TO NINETY (90) DAYS).....	6
<b>ARTICLE V - DISCIPLINE</b> .....	<b>7</b>
A. PROBATIONARY AND CONTINUING EMPLOYEES .....	7
B. PROBATIONARY EMPLOYEE – DISCIPLINE OR DISCHARGE .....	7
C. CONTINUING EMPLOYEE – JUST CAUSE .....	7
D. DISCIPLINE MEETINGS .....	7
E. IMMEDIATE SUSPENSION .....	7
F. DISCIPLINE REMEDIATION PLAN .....	8
<b>ARTICLE VI - STUDENT DISCIPLINE</b> .....	<b>9</b>
<b>ARTICLE VII - VACANCIES AND TRANSFERS</b> .....	<b>10</b>
A. POSTING OF VACANCIES .....	10
B. TRANSFER – DEFINITION .....	10
C. TRANSFER – VOLUNTARY .....	10
D. TRANSFER – INVOLUNTARY .....	10
<b>ARTICLE VIII - REDUCTION IN FORCE</b> .....	<b>11</b>
A. SENIORITY DEFINITION .....	11
B. SENIORITY – LOSS OF.....	11
C. SENIORITY – CATEGORIES OF POSITIONS .....	11
D. SENIORITY ACCRUAL DURING PAID OR UNPAID ABSENCE .....	12
E. SENIORITY LIST .....	12
F. REDUCTION IN FORCE.....	12
G. SENIORITY TRANSFER WHEN AN EMPLOYEE ASSIGNMENT CHANGES.....	12
H. RECALL.....	12

I.	RECALL NOTIFICATION .....	13
<b>ARTICLE IX - WORKING DAY AND YEAR .....</b>	<b>14</b>	
A.	TWELVE-MONTH OFFICE PERSONNEL, CUSTODIAN, GROUNDSKEEPER/MAINTENANCE, CERTIFIED MAINTENANCE, GRANT/DATA MANAGER AND BUILDING BOOKKEEPERS, DATA INVENTORY SPECIALIST ..	14
B.	TEN-MONTH OFFICE PERSONNEL AND IMC AIDES .....	14
C.	PARAPROFESSIONALS, ELL BILINGUAL PROGRAM ASSISTANTS .....	14
D.	WEEKEND CUSTODIANS .....	14
E.	BREAKS AND LUNCH.....	15
F.	SUMMER HOURS .....	15
G.	ANNUAL STATEMENT AND EMPLOYEE LIST.....	15
H.	BUILDING PROFESSIONAL COUNCIL RELEASE TIME.....	15
I.	PRESIDENTS RELEASE TIME .....	15
<b>ARTICLE X - GRIEVANCE PROCEDURE .....</b>	<b>16</b>	
A.	GRIEVANCE DEFINITION .....	16
B.	RIGHT TO GRIEVE .....	16
C.	NO REPRISALS – GRIEVANCE .....	16
D.	RIGHT TO APPEAL .....	16
E.	RIGHT TO REPRESENTATION .....	16
F.	HEARING DATES AND TIMES .....	16
G.	LEVEL ONE .....	17
H.	LEVEL TWO.....	17
I.	LEVEL THREE.....	17
J.	POWER OF ARBITRATOR.....	17
K.	WITHDRAWAL.....	17
L.	GRIEVANCE FILED OR ADVANCED .....	18
M.	EXPENSES .....	18
N.	RIGHT TO REPRESENTATION – GRIEVANCE .....	18
O.	EXCLUSION OF REMEDIES .....	18
<b>ARTICLE XI - LEAVES .....</b>	<b>19</b>	
A.	SICK LEAVE .....	19
B.	SICK LEAVE BANK .....	20
C.	SICK LEAVE DEDUCTIONS.....	22
D.	PERSONAL BUSINESS LEAVE.....	22
E.	JURY DUTY .....	22
F.	PARENTAL LEAVE .....	22
G.	LEAVE CREDIT ON SALARY SCHEDULE .....	23
H.	LEAVES OF ABSENCE WITHOUT PAY .....	23
I.	PROFESSIONAL LEAVE .....	24
J.	TEMPORARY DISABILITY LEAVE.....	24
K.	INCLEMENT WEATHER .....	25
L.	IMPACT BARGAINING INSURANCE.....	25
<b>ARTICLE XII - BENEFITS .....</b>	<b>26</b>	
A.	HOLIDAYS – DEFINITION .....	26
B.	HOLIDAYS .....	26
C.	VACATION – TWELVE-MONTH EMPLOYEES .....	26
D.	HEALTH/DENTAL INSURANCE .....	27
E.	LIFE INSURANCE .....	28
F.	PROFESSIONAL MEETING LEAVE .....	28
G.	CONTINUATION OF BENEFITS .....	28
H.	RETIRING EMPLOYEES .....	28
I.	UNPAID VACATION .....	28

<b>ARTICLE XIII - PAYROLL PROCEDURES .....</b>	<b>29</b>
A. PAY DATES .....	29
B. SPECIAL PAY DATES .....	29
C. PAYROLL DEDUCTIONS .....	29
D. SALARY ADVANCEMENT .....	29
E. LONGEVITY .....	29
F. SHIFT DIFFERENTIAL .....	30
G. PAY UPGRADE – OUT OF CLASSIFICATION WORK .....	30
H. INJURY ON THE JOB .....	30
I. OVERTIME .....	30
J. UNIFORMS .....	31
K. SALARY PLACEMENT: TRANSFERS .....	31
L. ADDITIONAL WORK .....	31
<b>ARTICLE XIV - GENERAL WORKING CONDITIONS .....</b>	<b>32</b>
<b>ARTICLE XV - EFFECT OF AGREEMENT .....</b>	<b>33</b>
A. COMPLETE UNDERSTANDING .....	33
B. SAVINGS CLAUSE .....	33
<b>ARTICLE XVI - NEGOTIATION PROCEDURE .....</b>	<b>34</b>
A. RESPONSIBILITIES .....	34
B. SELECTION .....	34
C. TEAM SIZE .....	34
D. BEGINNING OF NEGOTIATIONS .....	34
<b>ARTICLE XVII - NO STRIKE .....</b>	<b>35</b>
<b>ARTICLE XVIII - RETIREMENT .....</b>	<b>36</b>
A. EMPLOYEE RETIREMENT NOTIFICATION .....	36
B. LOCAL RETIREMENT SERVICE BENEFIT .....	36
C. POST RETIREMENT BENEFIT .....	36
<b>ARTICLE XIX - DURATION .....</b>	<b>37</b>
A. DURATION .....	37
B. SIGNATORY .....	37
<b>SALARY SCHEDULES .....</b>	<b>38-42</b>

**ARTICLE I**  
**RECOGNITION**

**A. Representation**

The Board of Education of Bremen Community High School District 228, Cook County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Bremen Educational Support Team, IEA-NEA, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as "BEST," as the exclusive negotiating agent for all full-time support personnel including custodians, maintenance, certified maintenance, groundkeepers, secretaries, IMC aides, paraprofessionals, ELL and bilingual program assistants, data inventory specialist, building bookkeepers, and the grant data manager. Excluded are: full-time and part-time certified personnel, including nurses and job-sharing employees who are represented by the Joint Faculty Association, IEA-NEA; superintendent, assistant superintendents, directors, principals, assistant principals, associate principals, the administrative assistant for the superintendent and Board of Education, the secretaries to the superintendent, the assistant superintendents, the directors and the building principals. Also excluded are: the district office bookkeepers for payroll and accounts payable, the information processor, network analyst, district technical support, certified staff and any other supervisory, managerial, or confidential non-teaching personnel, temporary or substitute employees or District Supervisors/Coordinators.

**B. Employees**

The term "employees," when used hereinafter in this Agreement, shall refer to all full-time 10-month or 12-month support personnel, and to all regularly employed non-certified support personnel, defined as those persons working a minimum of twenty (20) hours per week.

**C. Temporary Employees**

Temporary employees are those hired positions which are expected to last for a period of time of less than six (6) months or an individual hired to replace an employee on an approved leave of absence. The District shall not hire temporary employees for the purpose of avoiding benefits, wages, or inclusion in the BEST.

**D. New Employee**

A "new employee" is a person who is not a current member of BEST. New employees hired on or after November 19, 2013 will be hired based on the Starting Salary Schedule for All New Employees.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility for and the right:

1. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, dismissal or demotion, and to assign, promote or transfer all such employees.
3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the district according to current written Board policy or as the same may from time to time be amended.
4. To delegate work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities, and assignments of employees with respect thereto.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, procedures, and practices in furtherance thereof, shall be limited by the specific express terms of this Agreement.

## **ARTICLE III**

### **BEST RIGHTS**

**A. Posting of Notices – BEST**

The BEST shall have the right to post notices of its activities and matters of BEST concern on bulletin boards located in the staff lounge at each location covered by this Agreement.

**B. Use of Mailboxes – BEST**

BEST members, through the building principal or his/her designee, shall have the right to use the support team mailboxes in each school for dissemination of announcements and other information of concern to members, provided such notices are professional and ethical as relating to Board, administration, and BEST. Sources of such announcements and information must be clearly designated thereon.

**C. Nondiscrimination – Retaliation**

The Board shall not discriminate against any employee by reason of membership in the BEST, participation in any activities of the BEST or institution of any grievance, complaint, or proceeding under this Agreement.

**D. Job Description**

The District will provide each new employee during his/her first week of employment a job description which includes at a minimum , the employee's job title and description, the employee's job requirements and a description of the employee's routine tasks and responsibilities. BEST will be notified of additions or revisions of job descriptions and such changes may be implemented after bargaining any impact issues with BEST.

**E. Use of Facilities**

The BEST may use school facilities for meetings upon approval of the appropriate building principal.

**F. Personnel Files**

There shall be only one (1) official file maintained at the District office for each employee. Each support staff member shall have the right upon reasonable request, to review the contents of his/her own personnel files. A representative may, at the support staff member's request, accompany the member for this purpose. Each support staff member shall assume responsibility for keeping his/her personnel file up to date. A support staff

member will be allowed, at his/her own expense, to make copies of any materials in his/her file, except those items excluding by law.

**G. Board Minutes**

The District will send copies of approved Board minutes to the BEST president. The District shall forward the BEST president a copy of all notices of regularly scheduled and special Board meetings as soon as they are distributed to the Board members.

**H. Flex Scheduling**

All second shift and weekend custodians shall be allowed six (6) hours of flex-time scheduling annually, upon prior approval of the employee's supervisor, for the purpose of attending District 228 BEST general membership meetings. All flex hours must be made up within the same week in which they are taken, as approved by the employee's supervisor.

**I. Calendar**

Prior to the approval of the calendar for the ensuing year, the Board or designee will consult with and will consider the recommendations of BEST regarding said calendar.

**J. Committee Representation**

BEST will have at least one representative on the District Inservice, Insurance, Technology, and Labor Management Committees, as well as on any current or future established committees which the District and BEST agree has relevance to the work of the support staff.



## **ARTICLE IV**

### **EVALUATION**

#### **A. Definition**

The evaluation of the educational support professional shall be conducted for the primary purpose of improving performance. All formal written evaluations shall indicate employee strengths and weaknesses. If weaknesses are noted and the evaluator has suggestions for improvement, specific suggestions for improvement shall be provided.

#### **B. Evaluation Instrument**

The instrument shall be used in each school as a means of formal written evaluation. Any feedback which is used to evaluate support professionals shall be discussed informally before it is compiled in writing. A BEST member and district administrator shall work together to draft the evaluation instrument. The final decision as to changes shall be made by the superintendent.

#### **C. Frequency**

Each educational support professional shall be formally evaluated in writing by his/her building administrator or designee at least twice in the first year of employment including once during the probationary period and at least once every other year thereafter. Nothing herein shall prevent formal evaluations in addition to the above by other District administrators or informal evaluations as necessary.

#### **D. Meetings**

Prior to the formal evaluation, the evaluator shall arrange a meeting or meetings with the support professional. Prior to the completion of a formal evaluation, evaluators shall provide timely feedback regarding performance concerns. Following the completion of a formal evaluation, the immediate supervisor shall arrange a conference with the employee within the employee's workday to discuss the evaluation. The employee shall be provided a written copy of the evaluation at the conference.

#### **E. Paraprofessionals Classroom Observations**

Each formal written evaluation for educational support paraprofessional shall be preceded by at least one (1) classroom observation of at least thirty (30) consecutive minutes. Observation of the paraprofessionals duties and responsibilities shall be conducted with the knowledge of the paraprofessionals.

**F. Rebuttal**

The employee shall have the right to attach a written rebuttal to his/ her evaluation provided that the employee submits the rebuttal to the District within thirty (30) working days after his/her evaluation, unless otherwise agreed to by the District.

**G. Performance Remediation Plan (up to ninety (90) days)**

If an employee is rated "Unsatisfactory" at the conclusion of the evaluation period, a remediation plan shall be developed within thirty (30) days. This plan is designed to remedy the deficiencies recognized by the administration in the evaluation process, provided they are deemed remediable by the Board of Education, and the plan shall be designed to assist the employee in correcting these deficiencies. The initiation of this remediation plan is the responsibility of the school principal (or designee). The principal may include other personnel to assist in correcting areas identified as unsatisfactory. The BEST employee shall be evaluated by a different administrator for the remediation plan. The person(s) who will be involved in the actual evaluation shall be involved in the development of this plan. The remediation plan shall be shared with BEST prior to implementation. The evaluator shall, at a minimum, evaluate the employee once every thirty (30) days for the duration of the remediation plan. If the BEST member completes the remediation plan and is rated "Satisfactory" he/she will return to their normal work status. If the BEST member completes the remediation plan and is rated "Unsatisfactory" he/she may be subject to further evaluation or dismissal. Any violation of the remediation plan needs to be addressed within a week of the violation. If the violation is deemed irremediable, the person under remediation may be recommended for dismissal.

## **ARTICLE V**

### **DISCIPLINE**

#### **A. Probationary and Continuing Employees**

A new employee shall be denominated a “probationary” employee. Having completed the probationary period of 90 calendar days, such an employee shall be considered a continuing employee. A continuing employee may resign or be laid off only in accordance with the provisions of this Agreement.

#### **B. Probationary Employee – Discipline or Discharge**

A probationary employee may be disciplined or discharged without recourse at any time prior to the end of the probationary period.

#### **C. Continuing Employee – Just Cause**

A continuing employee may be suspended without pay, or terminated or otherwise disciplined only for just cause.

#### **D. Discipline Meetings**

When any support staff member is called to a meeting for the purpose of being officially reprimanded, warned, disciplined, or dismissed, resulting in a written document, he/she shall be notified in writing of his/her right to have a representative of the BEST present. In the event the support staff member prefers to be represented by his/her own counsel, the BEST will be notified of the meeting and given the opportunity to be present.

In advance of any discipline, an investigatory conference with the support staff member will be held with the appropriate administrator prior to taking any action. At the conference, the employee shall be made aware of any charges that may form the basis for discipline and shall be given an opportunity to respond to the charges. At the time any such action is taken, a written explanation for the disciplinary action will be presented to the support staff member and upon request of the support staff member, to BEST.

After a meeting regarding discharge, demotion, or other related involuntary change in the employment status of any support staff member, the support staff member may be suspended with pay pending determination of the support staff member’s employment status.

#### **E. Immediate Suspension**

It is recognized by the BEST and the Board that the behavior of a continuing employee(s) can be so disruptive that immediate termination of employment is necessary. Therefore, the employer may immediately suspend for just cause an employee with pay at any time pending an investigation or

resolution of the incident. Immediate suspension shall only apply when there is an extreme or serious offense by an individual or individuals.

**F. Discipline Remediation Plan**

If a support staff member is given a notice to remedy, the plan shall be developed within thirty (30) work days of the incident. This plan is designed to remedy the conduct/performance recognized by the administration, provided it is remediable. The initiation of this remediation plan is the responsibility of the principal (designee). The remediation plan shall be developed by the principal or designee. The remediation plan shall be shared with BEST prior to implementation.

It is understood that in a case of egregious offense, the district is not required to follow these steps.

**Progressive discipline steps for repeat offense.**

1. **Verbal Warning**

An administrator shall conduct a meeting that includes an Association Representative to discuss the remediable offense. Written documentation of this meeting may be retained by the administrator conducting the meeting.

2. **Written Warning**

Repetition of the offense or the first occurrence shall be followed by a written warning which is placed in the employees' personnel file. The continuing employee may petition the superintendent to remove the warning after one year if there is not repetition.

3. **Written Reprimand (documentation of 3<sup>rd</sup> offense)**

4. **Remediation Plan (up to 90 days)**

Any violation of the remediation plan needs to be addressed within a weeks' time. If the violation is deemed irreparable, the person under remediation is subject to discipline up to and including dismissal. Upon completion of the remediation plan, any like offense may subject the employee to further discipline or dismissal.

## **ARTICLE VI**

### **STUDENT DISCIPLINE**

Although the Board recognizes that the employee has the responsibility for supervision of students in his/her assigned work area, the Board also recognizes its responsibility to give all reasonable support and assistance to the employee with respect to the supervision of students.

## ARTICLE VII

### VACANCIES AND TRANSFERS

#### A. Posting of Vacancies

In a designated area in each building, the District shall post notices of all vacancies in positions that have been certified to be included in the bargaining unit and any other support personnel vacancies. A "vacancy" shall be defined as a position that the administration determines to be a vacancy.

The notice shall be posted for a minimum of five (5) calendar days before the vacancy is permanently filled.

During the posting period, BEST employees may apply for the vacancy by submitting a written application as provided for in the notice. Nothing herein shall prevent the District from assigning personnel to fill any vacancy temporarily during the posting.

#### B. Transfer – Definition

Transfer shall be defined as either a voluntary or involuntary move from one (1) position to another, including changes in classification, buildings, and shifts, as well as changes of position within the same building with a different job description or supervisor.

#### C. Transfer – Voluntary

Any BEST employee who seeks to transfer from his or her current position in to a vacancy may apply for the vacancy pursuant to the procedure established in Article VII, Section A. Employee applicants will be interviewed and considered prior to outside applicants. Where more than one employee applicant is being considered for transfer, seniority in the District shall be considered in the decision. The Superintendent will have the responsibility for decisions relating to transfers and his/her decision shall be final.

#### D. Transfer – Involuntary

An employee subject to involuntary transfer shall have the opportunity for a formal conference with all the employee's immediate supervisors (pre-transfer supervisor and post-transfer supervisor). Upon request of the employee, the employee shall be entitled to know the reason for the transfer and such alternatives as the employer may have considered in making the transfer. If the employee is dissatisfied with the reason for the transfer, the employee shall have option of resigning without prejudice.

## ARTICLE VIII

### REDUCTION IN FORCE

#### A. Seniority Definition

Seniority is defined as the length of continuous service of an employee covered by this agreement from the first date of hire for full time employment.

The school year is the smallest unit of measurement used in seniority ranking. A year, for purposes of this Article shall be July 1 – June 30. A year of seniority within a category of position shall be granted as follows to each employee who works over the number of days stated per year.

10 month – over 130 days

12 month – over 187 days

Weekends – over 75 days

#### B. Seniority – Loss of

Seniority shall be lost upon resignation, retirement, and dismissal or upon layoff when recall rights expire.

#### C. Seniority – Categories of Positions

For purposes of determining seniority among the support staff in the bargaining unit, the following categories of positions shall exist within the meaning of School Code Section 10-23-5:

1. Office Personnel (including Grant Data Manager); IMC Aide, Data Inventory Specialist
2. Custodian, Groundskeeper, Maintenance
3. Paraprofessionals
4. ELL and Bilingual Programs Assistants
5. Certified Maintenance

No employee shall assert a right to bump into, be assigned to, or be recalled to any position unless the employee is highly qualified to fill the position.

**D. Seniority Accrual During Paid or Unpaid Absence**

Hours for purposes of seniority computations shall not accrue during any unpaid absence of more than thirty (30) consecutive days. Hours for purposes of seniority computations shall accrue during any paid absence, including an absence paid by workers compensation.

**E. Seniority List**

The Board shall prepare and maintain seniority lists by classifications and hiring dates of all support employees and shall forward a copy of such lists to the BEST president no later than February 1 each year.

**F. Reduction In Force**

In the event of a reduction of staff, work year, wages, or work hours, the following procedures will be followed:

1. Written notice shall be given to the employee by certified mail at least thirty (30) days before the reduction in force.
2. Employees shall be laid off in reverse seniority order within job classifications. Ties in seniority, as herein defined, shall be broken by lot.
3. While on lay off, the acceptance of a temporary or part-time position shall not affect recall rights.

**G. Seniority Transfer When An Employee Assignment Changes**

If an employee is removed from a particular category of position, the employee shall be removed from the seniority list in that category of position as of date of removal. If an employee is assigned to a new category of position, the employee shall carry all said employee's seniority to such new category of position. The provision does not affect the employee's compensation, as determined by Article XIII, Section L.

**H. Recall**

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from that category or position, so far as they are qualified to hold such positions on the date of recall.



## **I. Recall Notification**

Employees shall be notified by phone and by certified mail, at their last known addresses of vacancies for which they are eligible. Employees shall have twenty (20) days from the mailing of the notice to notify the Board of Education of their intentions. The response requirements shall be clearly indicated on the recall notice. Failure to respond within the time limit shall result in termination of all employment rights. All employees must leave a summer address with the Board of Education.

## ARTICLE IX

### WORKING DAY AND YEAR

**A. Twelve-month Office Personnel, Custodian, Groundskeeper/Maintenance, Certified Maintenance, Grant/Data Manager and Building Bookkeepers, Data Inventory Specialist.**

The normal workday is eight and one-half (8 ½) hours including a one-half (1/2) hour duty-free unpaid lunch period.

The normal workweek is eight (8) paid hours per day for five (5) days.

The work year is a fifty-two (52) week work year, normally 260 days.

**B. Ten-month Office Personnel and IMC Aides**

The normal workday is eight and one-half (8 ½) hours including a one-half (1/2) hour duty-free unpaid lunch period.

The normal workweek is eight (8) paid hours per day for five (5) days.

The work year is the teacher work year plus ten (10) days before school opening and ten (10) days after school closing, normally 190 days. Institute days are workdays.

**C. Paraprofessionals, ELL Bilingual Program Assistants**

The normal workday is seven and one-half (7-½) hours including a one-half (1/2) hour duty-free unpaid lunch period. Paraprofessionals, ELL and Bilingual Program Assistants will be dismissed early, on shortened student attendance days, one-half hour after student dismissal time.

The normal workweek is seven (7) paid hours per day for five (5) days.

The work year is all student attendance days plus one (1) institute day, normally 175 days.

**D. Weekend Custodians**

The normal workday is twelve (12) hours including a one-half hour duty-free lunch period.

The normal workweek is twelve (12) paid hours per day for two (2) days.

The work year is a fifty-two (52) week work year, normally 104 days.

## **E. Breaks and Lunch**

Any employee who works six (6) or more hours in a workday shall be entitled to two (2) fifteen (15) minute paid breaks (within the regular workday) per workday. Any employee who works at least four (4) hours but less than six (6) hours in a workday shall be entitled to one (1) fifteen (15) minute paid break (with the regular workday) per workday. Employees shall enjoy a duty-free lunch period of at least thirty (30) minutes. Employees may leave the building during lunch. Prior to leaving, the employee will initial a log so provided. Upon return by the end of the period, the employee will also initial the log.

## **F. Summer Hours**

1. If the Board decides to have summer hours, the work week for secretarial employees shall be Monday through Thursday from 7:00 a.m. to 4:45 p.m. during the summer calendar weeks designated by the Board.
2. All employees will have a 45 minute lunch break during summer weeks as designated by the school calendar during the term of this contract.

## **G. Annual Statement and Employee List**

Prior to the commencement of each school year, employees will be provided with a statement of their hourly rate, step placement, longevity (if applicable), accumulated leave days, and vacation time. The BEST president will also be provided a current list of BEST employees, their position and work sites.

## **H. Building Professional Council Release Time**

Any BEST member who is a member of a Building Professional Council will be provided release time in order to fully participate in scheduled meetings which occur during the BEST member's workday. BEST members on the Council shall consult with the building principal the week prior to scheduled council meetings to determine the potential need for a substitute during the meeting.

## **I. President's Release Time**

The BEST president is granted 50 hours annually to conduct BEST business. The BEST president shall be granted additional release time to be charged as school business in order to attend meetings/hearings with the District Administration.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

#### **A. Grievance Definition**

A grievance shall be defined as a complaint by a bargaining unit member or the BEST on behalf of a bargaining unit member(s) that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. "Days" referred to in this article will mean actual District office business days.

#### **B. Right to Grieve**

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation of the BEST. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it resolved without intervention or representation by the BEST.

#### **C. No Reprisals – Grievance**

An employee who participates in the grievance procedure shall not be subjected to discipline or reprisal because of such participation.

#### **D. Right to Appeal**

The failure of an employee or the BEST to act on any grievance within the prescribed time limits shall act as a bar to 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. The time limits, however, may be extended by mutual agreement.

#### **E. Right to Representation**

Any employee has a right to be represented by the BEST in the grievance procedure. The employee shall be present at any grievance discussion when the administration, BEST, or Board deems it necessary. Illness or other incapacity of the employee shall be grounds for an extension of grievance procedure time limits.

#### **F. Hearing Dates and Times**

Hearings and conferences under this procedure shall be conducted at a time and place that shall afford a fair and reasonable opportunity for all persons to attend, including witnesses entitled to be present. Such hearings and conferences insofar as possible shall be held after regular school hours or during workdays of the employee(s) involved. When such hearings and conferences are held at the option of the administration during school days,

all employees whose presence is required shall be excused with pay in order to attend.

**G. Level One**

An aggrieved person shall first reduce his grievance to writing and file with his building principal or designee within twenty (20) days of the date the grievance arises. The written grievance shall state the nature of the grievance, note the specific clause or clauses of the Agreement allegedly violated and state the remedy requested. The building principal or designee shall confer with the grievant and appropriate supervisors in an attempt to resolve the grievance within five (5) days of filing. A decision, in writing, shall be rendered to the grievant and the Superintendent within five (5) days of the conference.

**H. Level Two**

If a satisfactory agreement is not reached at Level One, the grievant may appeal to the Superintendent or his designee in writing, within ten (10) days after he has received the decision of the building principal or his designee. A copy of the appeal shall be furnished to the building principal or his designee. The Superintendent or his designee shall hold a conference within ten (10) days after the filing of the appeal, and a written decision shall be rendered by him or his designee within five (5) days after holding the said conference.

**I. Level Three**

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, the grievance may be submitted by BEST to arbitration before an arbitrator chosen by the parties hereto within thirty (30) days of receipt of the Level Two decision. If there is no agreement as to the arbitrator within ten (10) days, he shall be selected by the parties from a panel of the American Arbitration Association in accordance with its Voluntary Labor Rules.

**J. Power of Arbitrator**

The arbitrator shall have no power to alter or amend the express terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

**K. Withdrawal**

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

**L. Grievance Filed or Advanced**

A grievance may be filed at any step or advanced to any step upon mutual agreement of the parties.

**M. Expenses**

The expenses of an arbitrator and/or a court reporter shall be divided equally between the parties. The cost of a transcript for an arbitrator's hearing shall be shared equally only if BEST and the Board both request such a transcript be made. Otherwise, the party requesting the transcript shall pay the complete cost of the transcript.

**N. Right to Representation – Grievance**

In any instance where the BEST is not represented in the grievance procedure after Level One, copies of all written decisions shall be sent to BEST.

**O. Exclusion of Remedies**

In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board and/or administration with an alleged violation of the terms of this Agreement, such remedy shall be exclusive and the said member shall be barred from invoking any remedy by this grievance procedure, while pursuing the grievance before another agency.

## ARTICLE XI

### LEAVES

#### A. Sick Leave

Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family shall mean parents, spouse, civil union partners, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, step-children and step-grandchildren. At the discretion of the Superintendent or designee, sick leave may be granted on a case-by-case basis for the serious illness of other individuals not specifically mentioned in this section.

Ten-month employees shall be entitled to ten (10) sick leave days with full pay per school year. Twelve-month employees shall be entitled to twelve (12) sick leave days with full pay per school year. Weekend employees shall be entitled to ten (10) sick leave days at full pay per school year, two (2) of which may be used for personal business. Sick leave days will accumulate without limit. In the first year of employment, employees must be eligible to participate in the Illinois Municipal Retirement Fund under the "600-Hour Standard" to receive paid sick leave.

Upon resigning and retiring from the District, employees may be compensated for unused accumulated sick leave days in one of the following ways:

1. Such days will be reported to the Illinois Municipal Retirement Fund for the purpose of increasing pension service credit or;
2. Any days not used for pension purposes up to a maximum of sixty (60) days will be paid at the rate of \$30 per day. Employees must have served the District at least one (1) year and give two (2) weeks notice to be eligible for this option. If the termination of employment is due to retirement (FICA and/or IMRF) the sixty-day limit does not apply, and any days not used for pension purposes will be paid at the rate of \$42 per day.

BEST members who are certified and assigned a certificated responsibility may have the option to substitute, for restoration of sick leave days, in lieu of receiving payment for these substitutions. The restoration of sick leave days shall be a one for one ratio of substitution periods to sick leave periods. The decision for restoration of sick leave or for monetary compensation shall be made by the employee at the time of assignment.

## **B. Sick Leave Bank**

A Sick Leave Bank shall be established under the following guidelines:

1. The intent of this plan is to provide extended sick leave to those non-probationary employees who incur a period of prolonged (twenty (20) consecutive working days) illness, injury or hospitalization.
2. To be a member of the Sick Leave Bank, an employee shall make an annual deposit of one (1) sick leave day. Membership shall be voluntary and shall continue until the member notifies the Sick Leave Bank Committee, in writing, that they wish to withdraw from the Sick Leave Bank. Sick leave days deposited by the withdrawing member shall remain in the Bank. Should an employee who did not join the bank subsequently desire to join the Bank, he/she shall be subject to a one-time initial deposit of five (5) days. New employees hereafter shall be assessed one (1) day for each year of service in the District prior to becoming a Bank member, not to exceed five (5) days.
3. A Sick Leave Bank Committee shall be composed of three appointees by BEST and shall, with consultation with the Superintendent's Office, act in all matters that concern the policies of the Sick Leave Bank.
4. No one shall draw from the Sick Leave Bank until accrued sick leave days have been depleted, a doctor's written verification of illness has been presented, and the request has been approved by the Sick Leave Bank Committee. The Board of Education shall be held harmless for any decision of the Sick Leave Bank Committee concerning the granting of sick leave days.
5. Members of the Sick Leave Bank will be eligible to receive from the Sick Leave Bank, at the beginning of each school year, a maximum equal to the amount of their accumulated sick leave. However, in no case shall the Sick Leave Bank provide more than two hundred (200) days per individual illness. If a prolonged illness or hospitalization for any person continues from one school year to another, that person will be entitled to no more and no less than the total number of days accrued from the accumulated sick leave and the Sick Leave Bank as calculated at the beginning of the illness when the disability was first caused.
6. Anyone withdrawing sick leave days shall not have to replace these days in the Sick Leave Bank except as a regular contributing member of the Bank.
7. If the Sick Leave Bank becomes depleted during any given school year, BEST may request each contributing member to donate an



additional sick leave day. At no time shall a contributing member, be required to contribute more than two (2) sick leave days per year.

8. After receiving verification from the Principal's secretary in August that days have been deducted for the sick leave bank, the parties agree that members of BEST shall be responsible for providing to the District office (Superintendent) by September of each year, an accurate updated copy of the BEST sick leave bank information.
9. Family and Medical Leave Act

BEST employees are entitled to leave according to the terms of the *Family and Medical Leave Act* subject to the following provisions:

1. Definitions – As used in this Memorandum:

"Eligible employee" means an employee who has been employed with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve (12) months which is the period of the requested leave. For purposes of determining hours of service for eligibility purposes, the number of days of service reported to the Illinois Municipal Retirement Fund shall be multiplied by the number of hours in the employee's workday.

B. The term "employment year" shall be defined by each employee's class.

C. The term "equivalent position" shall mean any position for which an eligible employee is qualified for with compensation and benefits equal to or better than the compensation and benefits received by the eligible employee prior to being granted a leave under this memorandum.

D. Other terms shall be defined as defined in the *Family and Medical Leave Act* (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

2. Purposes

Eligible employees shall be granted a total up to 12 workweeks of unpaid leave during any work year for one or more of the following reasons:

- a. the birth of a child;
- b. the adoption of a child or the placement of a foster child.
- c. to care for a spouse, son, daughter, or parent who has serious health conditions; and

- d. a serious health condition that makes the employee unable to perform his/her job.

**C. Sick Leave Deductions**

Employees arriving late for work because of illness or becoming ill and leaving work shall be charged sick leave in fifteen (15) minute increments.

**D. Personal Business Leave**

Employees are granted two (2) paid personal business leave days annually except 190 day employees are granted (3) paid personal business leave days annually. Unused days will accumulate as sick leave days. In the case of an emergency school closing(s), any approved personal business day scheduled for the day of the closing will be credited back to the employee if the employee was not required to report to work.

**E. Jury Duty**

The Board shall pay the regular salary to employees called to serve as jurors, but there shall be deducted there from the amount received by the employee for such jury duty, except those monies paid to the employee by the courts for transportation and parking.

**F. Parental Leave**

If a parental leave is desired, the employee shall arrange for a meeting with the supervisor, the Superintendent or his designee, and a representative of BEST, if said representative is requested by the employee. The purpose of the conference shall be to determine a mutually agreeable plan for leave to be submitted to the Board for consideration.

Parental leaves are subdivided into two separate type leaves. They are:

1. Pregnancy Related Disability Leaves (Sick Leave)

Employees may use accumulated sick leave, to which they are entitled, during the period of pregnancy-related disability. The employee must provide the Board of Education with a written statement from the doctor regarding his/her professional judgment as to the period of time that the employee will be unable to perform his/her duties as an employee due to normal pregnancy-related disability. This period of time may be adjusted in writing by the employee's doctor should complications with the mother's health arise.

This portion of a parental leave is administered as any other sick leave.

## 2. Child Care Leave

Immediately following the period of pregnancy-related disability employees may request a child care leave with the following provisions:

- a. Any benefits under the provisions of this Agreement that would otherwise accrue to an employee granted childcare leave shall be suspended during the leave.
- b. An employee granted a childcare leave may make arrangements during the leave to continue insurance coverage as provided in this Agreement at the employee's own expense, as approved by the insurance carrier.
- c. Childcare leave shall be granted to any employee who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Board not less than sixty (60) days prior to the requested leave.

### **G. Leave Credit on Salary Schedule**

For leave credit on the salary schedule, the following calendar days attendance in any given school year are required for vertical movement on the salary schedule:

10-month employees – 130 days or more  
12-month employees – 187 days or more  
Weekends – 75 days or more

The exception to the above will be for employees who are on military leave or who have been absent and were entitled to accumulated sick leave.

### **H. Leaves of Absence Without Pay**

Leaves of absence may be granted without pay to employees who desire to return to employment in a similar capacity at a time mutually agreed upon.

Each leave of absence shall be of the shortest possible duration to meet the purpose of the leave but shall be at least 20 working days in length. Leaves of absence without pay for not more than one (1) year may be granted according to the following conditions:

1. Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board;

2. Dates of departure and return must be mutually acceptable to the employee and administration and determined prior to any final action on the request;
3. Leaves may be granted for:
  - a. military service;
  - b. medical; or
  - c. other reasons acceptable to the Board;
4. Employees on such leave may continue insurance benefits if they reimburse pro rata costs of benefits for which they apply, provided the carrier permits same (except as otherwise required by the Family and Medical Leave Act) or Article XII.D;
5. Employees will not advance on the salary schedule while on the approved leave of absence without pay unless working more than seventy-five percent or 3/4 the number of days in the employee's work year during the school year in which the leave was taken; and
6. The Board may waive the above restrictions at its discretion.

#### **I. Professional Leave**

The BEST shall be granted six (6) paid professional leave days per year, use of which shall be validated in writing by the BEST president to the superintendent. Should a substitute be required for any days used beyond two (2), BEST will reimburse the District for the cost of substitute services. Professional leave shall usually require five (5) days' advance request to the building administrator who shall have authority to approve or deny the request. Approval shall not be unreasonably withheld.

Subject to mutual arrangement with the building principal, the Executive Board will have 40 non-accumulative hours of release time annually to serve members.

#### **J. Temporary Disability Leave**

Employees who have exhausted their paid sick leave and family and medical leave due to extended absence resulting from a disabling illness or injury shall be granted an unpaid leave under Section G above under the following circumstances:

1. The request for such unpaid leave is for the same medical condition which caused the absence in the first instance, which medical condition shall be certified by the employee's physician.
2. There has been no determination that the employee's disabling condition is permanent, and

3. The total length of the disability leave (paid and unpaid combined) shall not exceed one (1) year or the length of the employee's accumulated sick leave, whichever is longer, provided the Board in its discretion, and upon the employee's request, may extend such leave.

Employees who meet the above conditions shall receive unpaid leave in accordance with paragraph G above. The district retains the right to obtain a medical assessment of the employee's condition during such leave. An employee may apply for an unpaid leave under Section G to commence immediately following the termination of Temporary Disability Leave.

**K. Inclement Weather**

Ten-month employees who work a schedule which includes ten days before and ten days after the beginning and end of school shall not be required to make up one emergency day per school year.

**L. Impact Bargaining Insurance**

The Board of Education agrees to impact bargaining with BEST at the time a staff medical/health insurance carrier bid is considered. The BEST representatives will be invited to meetings when the agenda deals with staff medical/health insurance.

It is expressly understood and agreed to by the Board of Education and BEST that this Memorandum of Understanding is not subject to the grievance or arbitration provisions of Article X of the Collective Bargaining Agreement between the Board of Education and BEST.

## ARTICLE XII

### BENEFITS

#### A. Holidays – Definition

Paid holidays are those days when full-time employees are not required to work but for which they are paid regular rate of pay.

Close the school buildings on holidays. If an emergency arises, the district shall look for volunteers from the bargaining unit emergency roster to work the holiday.

The Administration will create an emergency roster of volunteers to work holidays in case of emergency. The district custodial staff will volunteer to be placed on emergency roster. Those on the list will be called in by position needed. The list will be shared with BEST. This will be a collaborative effort.

#### B. Holidays

##### **12-Month Employees:**

Twelve-month employees shall receive all legal school holidays: New Year's Day; Martin Luther King, Jr. Birthday; Lincoln's Birthday (or President's Day, if District has day off); Casimir Pulaski Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day, plus the day after Thanksgiving and one floating holiday. The floating holiday will either be placed around Independence Day or Good Friday. If a legal holiday falls on a weekend, the employee shall receive an extra personal day. Special holidays for secretaries during the Christmas vacation will include both Christmas Eve and New Year's Eve and equal to half the number of scheduled workdays during this period may be had upon application to the employee's supervisor to insure office coverage. With respect to the custodial/maintenance staff, when Christmas Eve and New Year's Eve falls on an individual's regularly scheduled workday, the day will be recognized as a paid holiday for that individual. With respect to weekend employees, when Christmas, Easter, Independence Day or New Year's, fall on an individual's regularly scheduled workday, the individual will work that day but shall receive holiday pay when worked.

##### **10-Month Employees:**

Ten-month employees shall receive the same holidays as the certificated staff (see the teacher calendar).

#### C. Vacation – Twelve-Month Employees

Earned vacation is determined as of June 30 of each year. Vacation time must be used before June 30 of the following year or else it will be lost.

Administrators will attempt to satisfy staff preferences when approving vacation time. Approval will not unreasonably be withheld.

Earned employee vacation time will be prorated in the first year of employment. Thereafter, employees earn two (2) weeks after one (1) year, three (3) weeks after five (5) years, and four (4) weeks after ten (10) years. Any regularly employed part-time employee and/or weekend employee first employed on or after February 15, 2000 shall not be entitled to or earn any vacation time.

#### **D. Health/Dental Insurance**

A program of Health Insurance, including Hospital, Surgical, Dental, and Major Medical benefits is provided for the District employee. Each BEST classified staff member shall pay a percentage of the premium cost for single, couple, or family coverage for both health including dental insurance. The percentage of premium will be based on the fully insured equivalent rate which will be shared annually with the BEST union. The following contribution rates represent the percentage of premium for each contract year:

The parties agree that when a new employee is hired and elects the HMO insurance coverage plan, they will have coverage under the Blue Advantage Network.

##### **2020 - 2021 School Year**

Health including Dental at 20% of the premium cost

##### **2021 - 2022 School Year**

Health including Dental at 20% of the premium cost

##### **2022 - 2023 School Year**

Health including Dental at 20% of the premium cost

##### **2023 - 2024 School Year**

Health including Dental at 20% of the premium cost

Coverage shall begin after 90 days of employment in the District.

The dental plan shall pay a maximum benefit for each calendar year of two thousand (\$2,000.00) dollars which amount applied separately to each insured family member.

The Board contribution to insurance for the District employee shall continue for a six (6) month period even though the District's employee's sick leave has terminated. All affected employees have the obligation to return to the District or shall owe the District the specific amount of premiums paid.

##### **Renewal**

The District will share annual health insurance renewals with the BEST Executive Team by July 1<sup>st</sup> of each year for term of this contract.

**E. Life Insurance**

After 90 days of employment in the District, the District at its expense shall provide a \$20,000 yearly term life insurance plus A&D policy for all employees covered by this Agreement.

**F. Professional Meeting Leave**

If funds have been budgeted to pay for fees related to professional growth, conferences/workshops, employees will have leave at full pay to attend conferences, meetings, or workshops upon recommendation of the employee's supervisor and subject to the approval of the principal and the office of the Superintendent.

**G. Continuation of Benefits**

The benefits of a twelve (12) month employee who retires or resigns shall continue through the last day of the month in which the retirement or resignation becomes effective or through the last day of the month in which all accrued vacation or salary has been paid, whichever is later.

A 10-month employee is entitled to insurance benefits on a twelve-(12) month basis.

**H. Retiring Employees**

Continue Board contribution to health and dental insurance for 30 days after retirement. Employees must notify the district if they utilize the district's health and dental insurance beyond the thirty (30) days prior to retirement.

**I. Unpaid Vacation**

An employee may request unpaid vacation from his/her building principal. Such a request may be granted at the sole discretion of the individual building principal.



## ARTICLE XIII

### PAYROLL PROCEDURES

#### A. Pay Dates

Support staff will receive their pay every other Friday during the employee's work year. Salaries will be paid to 10-month support staff on a twenty-two-pay plan or a twenty-six (26) pay plan, whichever the support staff member chooses. If a ten-month support staff member on the twenty-six (26) pay plan should choose to receive the balance of their salary between the end of the school year and July 1, the support staff member must notify the Superintendent in writing by June 1. A direct deposit option shall be available for current employees. All new hires will be required to be placed on direct deposit.

#### B. Special Pay Dates

If a regular pay date during the school term falls on a day when school is not in session, the support staff shall receive pay on the last day of the school session according to Article XIII, Section A. During June after the close of school, checks shall be mailed on the regular pay date to the designated address of the employee.

#### C. Payroll Deductions

From each employee's gross pay there shall be deducted:

1. Income taxes as authorized by each employee on the "W-4" form;
2. NEA, IEA, and BEST dues, if authorized by the employee;
3. Employee's voluntary contributions to tax-sheltered annuities, if authorized by the employee;
4. Credit union deductions authorized by the employee; and
5. The employee's contribution to the Illinois Municipal Retirement Fund, which shall be transmitted by the District directly to IMRF.

#### D. Salary Advancement

Salary increases shall occur on July 1.

#### E. Longevity

Longevity pay will be awarded in the following manner:

1. Special education aides, ELL program assistant(s) and supervision monitors who have been employed for nine (9) or more years with the District shall receive an additional \$750.00 per year. After twenty (20) years, the employee shall receive an additional \$750 (total of \$1500) per year.

2. Building bookkeepers, secretaries, IMC aides, and grant data managers who have been employed for 15 or more years with the District shall receive an additional \$750 per year. After 20 years, the employee shall receive an additional \$750 (total of \$1500) per year.
3. Maintenance, certified maintenance, custodial employees, and groundskeepers who have been employed for 15 or more years with the District shall receive an additional \$750 per year. Maintenance, certified maintenance and custodial employees who have been employed for 20 or more years with the District shall receive an additional \$750 per year (total of \$1500 per year).
4. Weekend custodial employees who have been employed for 15 or more years with the District shall receive an additional \$500 per year. Weekend employees who have been employed for 20 or more years with the District shall receive an additional \$500 per year (total of \$1,000 per year).

Employees shall receive longevity payments spread out equally over their pay periods.

#### **F. Shift Differential**

Custodial and maintenance employees who are regularly assigned to the evening (2<sup>nd</sup>) shift will receive an annual salary differential of \$500.

#### **G. Pay Upgrade – Out of Classification Work**

When an employee is assigned work in a higher paid classification, in or out of the unit, the employee's pay will be upgraded to the higher rate at the employee's current step for all time worked in that classification.

#### **H. Injury on the Job**

A full-time employee injured on the job will continue to draw full pay for the first ten (10) workdays missed as a result of the injury. No deduction shall be made from the employee's accumulated leave without notification to the employee.

Employees must complete a staff incident report at the time of an on the job injury within twenty-four (24) hours unless medically unable.

Employees may be required to submit to drug testing when injured on the job.

#### **I. Overtime**

All work over and above a 40-hour workweek shall be compensated at the rate of one and one-half (1-½) times the normal rate of pay.

Employees who work on a holiday shall be paid at one (1) times their normal rate of pay plus holiday pay.

**J. Uniforms**

Custodians, maintenance, certified maintenance and groundskeepers will be given four (4) sets of uniforms after the probationary period has expired and three (3) sets of uniforms each year thereafter. Seasonal and inclement weather gear will be provided as needed. During the month of May through October, the employees will be permitted to wear navy blue shorts. Also, the employees will be expected to wear sturdy shoes. No gym shoes.

The board recognizes the need for those employees who work in inclement weather to have appropriate clothing for their assigned duties. To address this issue, the Board agrees to provide a coat suitable for inclement weather work for each employee who is expected to perform assigned tasks outside the building during inclement weather. These coats will be replaced at the discretion of the employee's supervisor as necessary.

**K. Salary Placement: Transfers**

Employees who are transferred to a classification with a higher rate of pay shall receive placement on the salary schedule that will provide no less than a five (5%) percent increase in their base salary

**L. Additional Work**

BEST employees who are hired for additional duties such as district addenda assignments shall receive the same rate of pay as certified staff doing the same work.

Certified staff will be offered District addenda assignments prior to the offer of such assignments to BEST.

The BEST employees have an explicit workload. These duties do not include support of addenda's. It is acceptable, however, for BEST employees to assist in emergency situations. If at any time, a BEST staff member feels that a situation is beyond the emergency scope, he or she should bring the matter to the appropriate administrator.

## **ARTICLE XIV**

### **GENERAL WORKING CONDITIONS**

During the duration of this Agreement, the Board shall not subcontract bargaining unit work to any other person, agency, or non-unit employees.

For purposes of this Agreement "subcontract" is defined as assignment work and duties performed by members of the bargaining unit where such assignment will result in a layoff or reduction in the normal work hours of bargaining unit employees.

## **ARTICLE XV**

### **EFFECT OF AGREEMENT**

#### **A. Complete Understanding**

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto and that the terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written amendment executed and ratified by both parties to this Agreement.

#### **B. Savings Clause**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or by the Illinois Educational Labor Relations Board or future legislative action, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it is ruled in violation of law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the legally defective article, section, or clause.

## ARTICLE XVI

### NEGOTIATION PROCEDURE

The BEST and the Board agree to bargain in good faith with respect to all items in this Agreement and any which either party feels is a matter of concern, provided such obligation does not compel either party to agree to a proposal or require the making of a concession.

#### **A. Responsibilities**

It is the mutual responsibility of the Board and the BEST to confer upon their respective representatives the necessary power and authority to do the following: to make proposals, consider proposals, and make counterproposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and BEST respectively for ratification.

#### **B. Selection**

Each party in any negotiations shall select its negotiating representatives provided that the Board shall not select a member of BEST as herein defined as its representative.

#### **C. Team Size**

Neither party may have more than six (6) persons, including negotiators, professional advisors, and resource people in attendance at negotiating meetings. Whenever a permanent member of either negotiating team cannot be present for a negotiating session, an alternate may be present.

#### **D. Beginning of Negotiations**

Negotiations shall begin not later than May 1 of the last year of the agreement.

## **ARTICLE XVII**

### **NO STRIKE**

During the term of this Agreement, neither the BEST nor any employee will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the normal operations of the District.

## ARTICLE XVIII

### RETIREMENT

#### A. Employee Retirement Notification

To qualify for local retirement benefits the retiring employee shall:

1. Notify the Superintendent, in writing at the earliest date feasible, of his/her intent to retire from the District; and
2. Complete "Application for Retirement Annuity" (Illinois Municipal Retirement Fund) which shall be provided to the employee by the District office.

Thereafter, the employee shall receive verification of number of years of service in Bremen Community High School District 228 from the District office. The completed form "Application for Retirement Annuity" shall be submitted to the Illinois Municipal Retirement Fund.

#### B. Local Retirement Service Benefit

Employees who have served at least fifteen (15) years of service in the District and who retire from the District, shall receive a local retirement severance benefit payment of Three Hundred Twenty-Five Dollars (\$325.00) per year for each year of service in the District. This amount shall be paid as a lump sum sixty (60) days after the last day of employment.

#### C. Post Retirement Benefit

Employees who have ten (10) or more years of full time service in the District and who retire from the District, shall receive a post retirement benefit. \$10,000 for ten years of service and \$500 for every year thereafter up to \$15,000 cap. This post retirement benefit shall conclude on June 30, 2024 to receive the post retirement payment set forth above. The benefit will then cease to exist upon the expiration of this contract and no other individuals retiring after June 30, 2024 shall be eligible for said benefit.



**ARTICLE XIX**

**DURATION**

**A. Duration**

The provisions of this Agreement shall be effective beginning July 1, 2020 and shall continue in full force and effect until June 30, 2024.

**B. Signatory**

This Agreement is signed this 12<sup>th</sup> day of June, 2020.

*In Witness Whereof:*

For the Bremen Educational  
Support Team, IEA-NEA

For the Board of Education  
Bremen Community High School  
District No. 228, Cook County, Illinois

*Michael Andrade*

*Kristine Rester*

Salary schedules on pages 38 – 39 are for employees hired prior to November 13, 2013.

ELL Assistant & Paraprofessional				
Step	2020-2021	2021-2022	2022-2023	2023-2024
1	\$30,840	\$32,073	\$33,356	\$34,690
2	\$32,102	\$33,386	\$34,722	\$36,110
3	\$33,365	\$34,699	\$36,087	\$37,531
4	\$34,623	\$36,008	\$37,448	\$38,946
5	\$35,882	\$37,317	\$38,810	\$40,362
6	\$37,143	\$38,629	\$40,174	\$41,781
7	\$39,125	\$40,690	\$42,317	\$44,010
8	\$41,103	\$42,747	\$44,457	\$46,235
Groundskeeper, Maintenance				
Step	2020-2021	2021-2022	2022-2023	2023-2024
1	\$54,360	\$56,534	\$58,796	\$61,148
2	\$59,892	\$62,288	\$64,779	\$67,370
3	\$65,435	\$68,052	\$70,774	\$73,605
4	\$70,937	\$73,812	\$76,765	\$79,835
Custodian				
Step	2020-2021	2021-2022	2022-2023	2023-2024
1	\$49,143	\$51,108	\$53,153	\$55,279
2	\$54,679	\$56,866	\$59,141	\$61,506
3	\$60,221	\$62,630	\$65,135	\$67,740
4	\$65,753	\$68,383	\$71,118	\$73,963
Secretary (12 month)				
Step	2020-2021	2021-2022	2022-2023	2023-2024
1	\$49,928	\$51,925	\$54,002	\$56,162
2	\$51,479	\$53,538	\$55,680	\$57,907
3	\$53,029	\$55,150	\$57,356	\$59,650
4	\$54,579	\$56,763	\$59,033	\$61,394
5	\$56,131	\$58,376	\$60,712	\$63,140
6	\$57,681	\$59,988	\$62,388	\$64,883
7	\$59,232	\$61,601	\$64,065	\$66,628
8	\$60,781	\$63,213	\$65,741	\$68,371
9	\$62,333	\$64,827	\$67,420	\$70,116
10	\$63,883	\$66,438	\$69,096	\$71,860
11	\$65,435	\$68,052	\$70,774	\$73,605

Secretary (10 month), IMC Aide

<b>Step</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
1	\$38,073	\$39,596	\$41,180	\$42,827
2	\$39,250	\$40,820	\$42,452	\$44,151
3	\$40,428	\$42,046	\$43,727	\$45,476
4	\$41,608	\$43,273	\$45,003	\$46,804
5	\$42,786	\$44,497	\$46,277	\$48,128
6	\$43,965	\$45,723	\$47,552	\$49,454
7	\$45,144	\$46,950	\$48,828	\$50,781
8	\$46,322	\$48,175	\$50,102	\$52,106
9	\$47,501	\$49,401	\$51,377	\$53,432
10	\$48,679	\$50,627	\$52,652	\$54,758
11	\$49,857	\$51,851	\$53,925	\$56,082

Building Bookkeeper, Grant Data Manager

<b>Step</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
1	\$55,573	\$57,796	\$60,107	\$62,512
2	\$57,122	\$59,407	\$61,784	\$64,255
3	\$58,673	\$61,020	\$63,461	\$65,999
4	\$60,225	\$62,634	\$65,139	\$67,745
5	\$61,775	\$64,246	\$66,815	\$69,488
6	\$63,323	\$65,856	\$68,491	\$71,230
7	\$64,874	\$67,469	\$70,168	\$72,975
8	\$66,425	\$69,082	\$71,845	\$74,719
9	\$67,977	\$70,696	\$73,524	\$76,465
10	\$69,526	\$72,308	\$75,200	\$78,208
11	\$71,077	\$73,920	\$76,877	\$79,952

Salary schedules on pages 40 – 42 are for employees hired after November 13, 2013.

ELL Assistant & Paraprofessional				
	Year 1	Year 2	Year 3	Year 4
<b>New Hire July 2020 - June 2024</b>	\$22,959	\$23,877	\$24,832	\$25,826
	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
19-20 Hire	\$23,164	\$24,091	\$25,054	\$26,057
18-19 Hire	\$23,743	\$24,693	\$25,680	\$26,708
17-18 Hire	\$24,337	\$25,310	\$26,322	\$27,375
16-17 Hire	\$24,438	\$25,416	\$26,432	\$27,490
15-16 Hire	\$25,049	\$26,051	\$27,093	\$28,177
14-15 Hire	\$25,675	\$26,702	\$27,770	\$28,881
13-14 Hire	\$26,317	\$27,369	\$28,464	\$29,603
Secretary (12 month)				
	Year 1	Year 2	Year 3	Year 4
<b>New Hire July 2020 - June 2024</b>	\$34,439	\$35,817	\$37,249	\$38,739
	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
19-20 Hire	\$34,747	\$36,137	\$37,582	\$39,085
18-19 Hire	\$35,616	\$37,041	\$38,522	\$40,063
17-18 Hire	\$36,505	\$37,966	\$39,484	\$41,064
16-17 Hire	\$36,657	\$38,123	\$39,648	\$41,234
15-16 Hire	\$37,574	\$39,077	\$40,640	\$42,265
14-15 Hire	\$38,514	\$40,055	\$41,657	\$43,323
13-14 Hire	\$39,475	\$41,054	\$42,697	\$44,405
Secretary (10 month), IMC Aide				
	Year 1	Year 2	Year 3	Year 4
<b>New Hire July 2020 - June 2024</b>	\$26,050	\$27,092	\$28,176	\$29,303
	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
19-20 Hire	\$26,283	\$27,334	\$28,427	\$29,564
18-19 Hire	\$26,940	\$28,017	\$29,138	\$30,304
17-18 Hire	\$27,613	\$28,718	\$29,866	\$31,061
16-17 Hire	\$27,727	\$28,837	\$29,990	\$31,190
15-16 Hire	\$28,421	\$29,558	\$30,740	\$31,969
14-15 Hire	\$29,132	\$30,297	\$31,509	\$32,770
13-14 Hire	\$29,860	\$31,055	\$32,297	\$33,589

**Building Bookkeeper, Grant Data Manager**

	Year 1	Year 2	Year 3	Year 4
<b>New Hire July 2020 - June 2024</b>	\$41,326	\$42,979	\$44,698	\$46,486
	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
19-20 Hire	\$41,695	\$43,363	\$45,097	\$46,901
18-19 Hire	\$42,737	\$44,447	\$46,224	\$48,073
17-18 Hire	\$43,806	\$45,558	\$47,380	\$49,275
16-17 Hire	\$43,989	\$45,748	\$47,578	\$49,482
15-16 Hire	\$45,088	\$46,892	\$48,767	\$50,718
14-15 Hire	\$46,215	\$48,064	\$49,986	\$51,986
13-14 Hire	\$47,370	\$49,265	\$51,236	\$53,285

**Groundskeeper, Maintenance**

	Year 1	Year 2	Year 3	Year 4
<b>New Hire July 2020 - June 2024</b>	\$41,326	\$42,979	\$44,698	\$46,486
	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
19-20 Hire	\$41,695	\$43,363	\$45,097	\$46,901
18-19 Hire	\$42,737	\$44,447	\$46,224	\$48,073
17-18 Hire	\$43,806	\$45,558	\$47,380	\$49,275
16-17 Hire	\$43,989	\$45,748	\$47,578	\$49,482
15-16 Hire	\$45,088	\$46,892	\$48,767	\$50,718
14-15 Hire	\$46,215	\$48,064	\$49,986	\$51,986
13-14 Hire	\$47,371	\$49,266	\$51,237	\$53,286

**Custodian**

	Year 1	Year 2	Year 3	Year 4
<b>New Hire July 2020 - June 2024</b>	\$33,291	\$34,623	\$36,008	\$37,448
	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
19-20 Hire	\$33,588	\$34,932	\$36,329	\$37,782
18-19 Hire	\$34,428	\$35,805	\$37,237	\$38,727
17-18 Hire	\$35,288	\$36,700	\$38,168	\$39,695
16-17 Hire	\$35,436	\$36,853	\$38,327	\$39,860
15-16 Hire	\$36,321	\$37,774	\$39,285	\$40,856
14-15 Hire	\$37,229	\$38,718	\$40,267	\$41,878
13-14 Hire	\$38,160	\$39,686	\$41,274	\$42,925

Certified Maintenance				
	Year 1	Year 2	Year 3	Year 4
<b>New Hire July 2020 - June 2024</b>	\$68,878	\$71,633	\$74,498	\$77,478
	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
19-20 Hire	\$69,493	\$72,272	\$75,163	\$78,170
18-19 Hire	\$71,230	\$74,079	\$77,042	\$80,124
17-18 Hire	\$73,011	\$75,931	\$78,968	\$82,127
16-17 Hire	\$73,315	\$76,247	\$79,297	\$82,469
15-16 Hire	\$75,148	\$78,154	\$81,280	\$84,531
14-15 Hire	\$77,026	\$80,107	\$83,311	\$86,644
13-14 Hire	\$78,952	\$82,110	\$85,394	\$88,810
Weekend Custodian - Day Shift				
	Year 1	Year 2	Year 3	Year 4
<b>New Hire July 2020 - June 2024</b>	\$19,974	\$20,773	\$21,604	\$22,468
	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
19-20 Hire	\$20,153	\$20,959	\$21,797	\$22,669
18-19 Hire	\$20,656	\$21,482	\$22,342	\$23,235
17-18 Hire	\$21,172	\$22,019	\$22,900	\$23,816
16-17 Hire	\$21,261	\$22,112	\$22,996	\$23,916
15-16 Hire	\$21,793	\$22,664	\$23,571	\$24,514
14-15 Hire	\$22,337	\$23,231	\$24,160	\$25,127
13-14 Hire	\$22,896	\$23,812	\$24,764	\$25,755
Weekend Custodian - Night Shift				
	Year 1	Year 2	Year 3	Year 4
<b>New Hire July 2020 - June 2024</b>	\$20,474	\$21,293	\$22,145	\$23,030
	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
19-20 Hire	\$20,683	\$21,510	\$22,370	\$23,265
18-19 Hire	\$21,186	\$22,034	\$22,915	\$23,832
17-18 Hire	\$21,702	\$22,571	\$23,473	\$24,412
16-17 Hire	\$21,791	\$22,663	\$23,570	\$24,512
15-16 Hire	\$22,323	\$23,215	\$24,144	\$25,110
14-15 Hire	\$22,867	\$23,782	\$24,733	\$25,723
13-14 Hire	\$23,426	\$24,363	\$25,338	\$26,351