



BOND COUNTY COMMUNITY UNIT SCHOOL DISTRICT NO. 2

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**AGREEMENT BETWEEN THE
BOARD OF EDUCATION
BOND COUNTY COMMUNITY UNIT SCHOOL DISTRICT NO. 2**

GREENVILLE, ILLINOIS

AND THE

**GREENVILLE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

AN AFFILIATE OF THE

ILLINOIS EDUCATION ASSOCIATION


AND THE

NATIONAL EDUCATION ASSOCIATION

2018 – 2019

2019 – 2020

2020 – 2021



**BOND COUNTY COMMUNITY UNIT NO. 2
GREENVILLE EDUCATION SUPPORT PERSONNEL ASSOCIATION CONTRACT
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ARTICLE I

RECOGNITION

- 1.1 The Board of Education of Bond County Community Unit School District # 2, Greenville, Illinois (hereinafter referred to as the "Employer" or "Board") recognizes the Greenville ESP Association, IEA-NEA (hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all regularly employed full and part-time non-certificated employees, including secretaries, teacher aides, clerks, food service employees, custodians, maintenance, bus drivers, and parent educators (hereinafter referred to as the "Employee" or Bargaining Unit Member"). Excluded from the bargaining unit are Director of Food Service, Assistant Director of Food Service, Systems Coordinator, Maintenance Supervisor, Unit Secretary/Receptionist, Secretary of the Board, Bookkeeper, Part-Time Unit Office Secretary, Project Success Coordinator, Individual Special Education Aides, Computer Technician, Transportation Director, and supervisors, manager, confidential and short term employees excluded under the Illinois Educational Labor Relations Act.
- 1.2 No bargaining unit member will be granted any benefit in violation of this agreement.

ARTICLE II

NEGOTIATIONS PROCEDURES

- 2.1 Both parties agree to negotiate in good faith as defined by the Illinois Educational Labor Relations Board. For the purposes of clarifying contract language, the Superintendent and/or Assistant Superintendent, along with GESPA leadership, will meet on an as-needed basis to review the contract.
- 2.2 Negotiation Committee: Designated representatives of the Board and the Association not to exceed six (6) each, shall constitute the respective negotiating committees. The parties' designated representatives will have all necessary powers and authority to make and consider proposals, counter-proposals and tentative agreements in the course of negotiations, subject to ratification by the Board and the Association respectively.
- 2.5 Agreement: When a tentative agreement is reached on an item, the concept will be reduced to writing and initialed but will be submitted actual to legal counsel for final language.
- 2.6 Mediation: If an agreement is not reached 45 days before the expiration of the contract, either party may call for a mediator. The guidelines for mediation, as set down in the Illinois Educational Labor Relations Act and its Rules and Regulations, shall be the procedures followed by both negotiating parties. It is agreed that, if either party to this Agreement calls for mediation, the parties will jointly request the Federal Mediation and Conciliation Service to appoint a mediator from its staff.
- Should Federal Mediation & Conciliation Service be unavailable, the parties shall immediately meet to select a replacement. In the event that the parties cannot agree upon a replacement after one such meeting, the Illinois Educational Labor Relations Board shall be notified.
- 2.7 The parties agree that neither party will make statement to the news media regarding negotiations, unless jointly agreed upon, until negotiations are concluded with the signing of the Agreement by both parties.
- 2.8 Costs for consultants chosen by any party shall be paid for by that party. The cost of a mediator shall be shared equally by the Board of Education and the Support Personnel Association
- 2.9 When the modified or amended Agreement has been reached, the complete Agreement shall be made in writing and submitted for ratification to the Board and to the Association. When approved by both parties, it shall be signed by their respective presidents or designated officials.

Parties will agree to limit negotiation sessions to no more than two hours per session.

ARTICLE III

GRIEVANCE PROCEDURE

- 3.1 **Definition:** Any claim by the Association or an employee that there has been a violation, misrepresentation, or misapplication of the terms of this agreement shall be a grievance.

A grievance involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be filed as a class grievance.

All time limits consist of workdays, except when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays. A written grievance shall be submitted during the workday hours 8:00 a.m. to 4:00 p.m. to the immediate supervisor.

- 3.2 **Procedures:** The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve the disagreements through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolutions of the grievance. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

Step A: A grievance shall only be considered to the contract. A grievance shall be submitted to the immediately involved supervisor in writing dated and signed by the grievant specifying the section(s) of this Agreement alleged to have been violated, and the remedy sought. A grievance shall be submitted to the immediate supervisor within ten (10) days of the occurrence of the alleged violation(s) to the contract. A grievance shall be settled within ten (10) days or passed to the Superintendent or his designee for further consideration, or for filing of a settled first step grievance.

Step B: If the grievance is not resolved at Step A, the grievant and/or the Association shall refer the grievance to the Superintendent or his designee within ten (10) days of receipt of the Step A answer. The Superintendent or his designee shall hear the grievance within ten (10) days of receipt of the grievance. The grievant shall be present at the hearing and may use counsel as desired.

Step C: If the Association is not satisfied with the disposition of the grievance at Step B, the Association may submit the grievance to final and binding arbitration with the American Arbitration Association which shall act as the administrator of the proceedings. If demand for arbitration is not filed with the Board within fifteen (15) days of the date of the Step B answer, then the grievance shall be deemed withdrawn.

- A. The arbitrator shall have no power to alter the terms of this agreement.
- B. Each party shall bear the full costs for its representation in the grievance procedure.
- C. The fees and expenses of the arbitrator shall be shared equally by the parties.

- D. If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter. If both parties request a court reporter, they shall share the costs.
- E. If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

The final result of each formal grievance shall be signed by the Superintendent and grievant and filed by the Superintendent.

- 3.3 Bypass to Superintendent: If the Aggrieved and the Superintendent agree, Step A of the grievance procedure may be bypassed, and a grievance brought directly to Step B.
- 3.4 Class Grievance: A class grievance involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step B.
- 3.5 Association Participation: The Board acknowledges the right of the Association's grievance representative to assist in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its view at any stage of the grievance procedure.

- 3.6 Materials: All records related to a grievance shall be filed separately from the personnel files of the employee.

The aggrieved files shall be made available for examination by the grievant.

- 3.7 No Reprisal Clause: No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in a grievance.
- 3.8 Grievance Withdrawal: A grievance may be withdrawn at any level without establishing a precedent.
- 3.9 No Loss of Pay: An association representative shall not have his/her pay reduced as a result of participation in a grievance or attempting to resolve a grievance that is held within the school district. Where at all possible, the district will schedule meetings outside of the employee workday.

ARTICLE IV

EMPLOYEE AND ASSOCIATION RIGHTS

- 4.1 **Progressive Discipline:** Discipline will be progressive and based upon the severity of the offense. Non-probationary employees may not be disciplined without just cause. Discipline shall be written reprimands or warnings, suspensions and/or dismissal. It shall not include dismissal of probationary employees.
- 4.2 **Sub-Contracting:** Except as otherwise provided in this Section, the Board agrees that it will not subcontract with a private carrier with the effect of replacing bargaining unit members. This does not prevent the Board from contracting for services which do not replace employees such as plumbing, electrical or remodeling, and which employees do not have the equipment or qualification to perform. Upon prior written notification to the Union, the Board may investigate, research, and solicit information from contractors. The Board shall provide a copy of such information to the Union upon request. Further, consistent with IELRB decisions, the Board will not subcontract following the expiration of this Agreement until after bargaining the decision and impact of any proposal to subcontract.
- 4.3 **Right of Representation:** When an employee is required to appear before the Board or the Administration concerning any matter which could lead to disciplinary action, the employee shall be entitled to have a representative of the Association present.

When an employee is so required to appear before the Board, she/he shall be advised in writing of the reasons for the meeting at least two (2) working days in advance of such meeting, and advised of the right to an Association representative under this provision of the Agreement.

- 4.4 **Personnel File:** An official personnel file for each employee shall be maintained at the Central Administration Office. Each employee shall have the right, within two (2) working days' request, to review the contents of her/his personnel file. The review of the file will be conducted in the Unit Office Conference Room with a Unit Office employee present.

Materials related to discipline or re-employment, or any material derogatory to an employee's conduct, service, character or personality may not be placed in the personnel file unless the employee has been given a copy of such material, and given an opportunity to attach a written response. Any materials added to the personnel file by the employee must be signed and dated by the employee and initialed by a Unit Office employee.

No material may be used for disciplinary action against the employee unless it has been placed in the personnel file in accordance with the requirements of this provision.

- 4.5 **Rights to Organize:** Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms and conditions of employment for reasons of membership in the association or participation in negotiations with the Board.

4.6 Payroll Deduction: Upon the written request of an employee on an Authorization Form furnished by the Association, the Board shall deduct from the compensation of that employee the current dues, payments or contributions payable by that employee to the Association. Such authorization shall remain in effect from year to year. Changes will require thirty (30) day's advanced notice.

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

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

- district approved insurance premiums
- district approved annuity
- IEA Credit Union

Notice of changes in the deductions by employees must be made within thirty (30) days of the beginning of the school's calendar year. No changes in payroll deductions may be made after October 1.

4.7 Meetings, Notices, and General Information: The Association shall have the right to request the following:

- A. school buildings for meetings;
- B. employee's mail boxes, inter-school mail, and school bulletin boards for the purpose of internal communications;
- C. school equipment, e.g. computers, typewriters and duplicating machines.

4.8 Notice of Meetings: The District will post notice of all regular and special meetings of the Board together with a copy of the agenda on the District Website at least 48 hours in advance of such meeting. The District shall also post a copy of the official minutes of such meeting, once the minutes are approved by the Board, on the District Website.

4.9 Association Leave: Association leave shall be limited to not more than four (4) days per year. These days are to be used by the Association for the use of individuals assigned by the Greenville ESP Association. The Association President shall notify the Superintendent at least 7 calendar days in advance of any request to use Association Leave, which notice will include the name of the employee and his/her date(s) of absence.

The Board shall pay the employee and substitute (if necessary) for the days used.

4.10 Documents: The Board agrees to provide upon request to the President of the Association or designee a copy of the District's budget, budget amendments, annual financial report, and to make available the current policy manual at the Unit Office during normal working hours.

- 4.11 Association Representatives: Duly authorized representatives of the Association shall be permitted to transact official Association business on school property before or after work hours, or during lunch. List of authorized representatives shall be provided to the Superintendent.
- 4.12 Distribution of Agreement: Within thirty (30) days of ratification of the Agreement, the Board shall have six (6) copies of the Agreement prepared and delivered to the Association.
- 4.13 Waiver Application: The Board agrees to provide the President of the Association with written notice at least thirty (30) days prior to the day the Board shall submit the waiver application to the state. The notice shall include the nature of the waiver application to be considered.
- 4.14 New employees will be notified that a copy of the GESPA contract is posted on the District website.

ARTICLE V

CONDITIONS OF EMPLOYMENT

5.1 **General Conditions of Employment:** The following general conditions of employment shall apply to all employees in the bargaining unit, regardless of classification.

- A. **Resignation** – An employee who is resigning from his/her position shall give two week’s written notice. Upon resignation, termination, or death, earned vacation shall be paid according to the proportion of the full month worked to the total contract year.
- B. **Status of Employment** – Any bargaining unit member who has served a 120 work day probationary period shall be deemed to be non-probationary. Probationary employees may be terminated at any time without cause or reason.
- C. **Reduction in Force** – In the event it becomes necessary for the District to reduce the number of non-probationary bargaining unit member positions or hours for any reason, all probationary employees in the affected classification shall be laid off first. Regular employees shall be laid off in the inverse order of the seniority within their classification.

No new employees shall be hired in any classification having non-probationary employees on recall status who are acceptable and qualified by skill and ability to perform work in the classification unless those on layoff have declined recall.

Written notice of a reduction in force shall be mailed to the employee and also given to the employee either by certified mail, return receipt requested, or personal delivery with receipt, at least 30 calendar days before the employee is removed or dismissed or the hours he or she works are reduced, together with a statement of honorable dismissal and the reason therefore if applicable. However, if a reduction in hours is due to an unforeseen reduction in the student population, then the written notice must be mailed and given to the employee at least 5 days before the hours are reduced.

A non-probationary employee whose position is eliminated shall retain a position over an employee with less district seniority in the same classification, if the employee is qualified by skill and ability to perform the job, acceptable to the administration, and willing to accept the benefits of that position.

Employees who are laid off shall be recalled in their classification in reverse order of their layoff. Laid off employees shall be eligible for recall for a period of one year from the beginning of the following school year (ILCS 5/10-23.5).

- D. **District Seniority** – For purposes of this Agreement “seniority” shall be defined as the length of a bargaining unit member’s continuous service within the District. Said service shall be computed from the first day of current uninterrupted employment within the District. The “first day” shall be defined as the day upon which duties are first performed.

Seniority shall be held in a classification. Employees may hold seniority in more than one job classification. If working in more than one classification, seniority shall accrue in all classifications in which an employee maintains continuous service. Seniority shall be retained for five (5) years, but not accrue, when an employee no longer works in the classification.

Seniority continues to accrue during any paid leave-of-absence.

On or before November first of each year, the Board shall post and provide to the Association President a copy of the official district seniority list for non-certified staff.

Employees who are promoted or transferred out of the bargaining unit and subsequently returned to the bargaining unit without a break in service shall have their seniority computed from their first day of original employment but will not be credited with seniority credit for the time spent outside the bargaining unit.

- E. Employee Work Day and Work Year – The full time number of work hours in a normal work day shall be as follows. The regular work year shall be based on the following number of work days.

Teacher Aides	7 hours	176 days
Library Clerks	7 hours	176 days
Food Service	5 hours	176 days
Custodians	8 hours	260 days
Secretarial	7.5 hours	varies
Maintenance	8 hours	260 days
Bus Mechanic	7.5 hours	260 days
Assistant Mechanic	4 hours	260 days
Bus Drivers	varies	176 days
Parent Educators	7 hours	210 days

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

- G. Breaks – Full-time employees who work seven (7) hours or more shall be entitled to two (2) 15 minute breaks each day or shift at the work site. Part-time employees shall be entitled to one (1) fifteen (15) minute break each day at the work site.

- H. Employee Termination – The Board may not dismiss any non-probationary employee for reasons related to the employee’s competence or performance if remediable unless it has complied full with Article IV, Section 4.1 of this Agreement.

An employee shall be given reasonable written warning, specifically identifying the behavior(s) which, if not remedied, could be the basis for termination.

Prior to the issuance of a written notice of termination, the appropriate administrator will have a conference with the employee, including therein a review of the employee’s personnel file. If requested by the employee, an Association representative will be present at the conference.

The Board or its representative shall provide the employee and the Association with a written notice of the specific charges against the employee.

If an employee requests a review of his/her termination, the review shall be made through the grievance procedure.

- I. Change of Classification – When an employee is involuntarily assigned to temporarily perform work in a lower paid classification or position, the employee shall suffer no

reduction in pay or benefits because of such assignment. When an employee performs work in a higher paid classification or position, the employee shall be paid at the higher rate for that work day or shift.

- J. Evidence of Physical Fitness – All new employees at the time of employment shall secure a physical examination from a licensed physician showing evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis. The cost of such examination shall rest with the employee; however, the District shall reimburse the employee the actual cost to the employee of the exam not to exceed \$50 upon successful completion of the probationary period.

The Board may from time to time require a physical examination of any employee by a physician licensed to practice medicine and/or surgery in all its branches and shall pay the expenses thereof from school funds.

- K. In-Service – When an employee is required to attend an institute, training session, or in-service program during work time, the employee shall suffer no loss of pay or benefits for said time. When an employee is required to attend any such program during her/his personal time, the employee shall be paid.
- L. Qualification – All those employees who are working in their current classification shall be considered to be fully qualified for that classification and position.
- M. Employee Travel – Employees who are required to use their vehicles to travel shall be reimbursed at a rate established annually by the Board of Education.
- N. Extra Duty – Employees required to work extra duty at school events shall be paid at their normal rate of pay within classification. Employees who work teacher contract extra duties shall be paid at the rate of the teacher contract.
- O. Performance Evaluations – The primary purpose of employee evaluation shall be the improvement of employment skills and performance and notice of performance/work deficiencies that require improvement. Probationary employees shall receive a written evaluation after completing 90 work days. Employee evaluations shall be conducted regularly. Principals or other supervisors shall be responsible for evaluations. Evaluations shall be based upon knowledge of the performance or assigned duties. The evaluation will include a conference between the supervisor and the employee.
- P. Job Descriptions – Job descriptions for each classification within the bargaining unit shall be developed by the administration with input from the association.
- Q. Work out of Classification – Employees who are temporarily assigned to work out of their classification will work at the probationary wage rate unless they have seniority in that classification. If this doesn't apply, 5.1-I under conditions of employment remains in effect.
- R. School Closings: On days of early dismissal, aides, secretaries, and clerks will be allowed to leave work one half hour after the students are dismissed. The employee's supervisor must approve this.
- S. Administration of Medication: In accordance with the Illinois School Code, 105 ILCS 5/10-22.21b, non-administrative school employees, except certified school nurses and non-certificated registered professional nurses, will not be required to administer medication to

students. This provision shall not prohibit any school employee from providing emergency assistance to students.

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

All regular run assignments continue from year-to-year unless there is a vacancy or an involuntary transfer.

When a route becomes vacant or a new route is established the position shall be posted for five work days and requests for reassignment will be considered.

If a regularly scheduled run is discontinued or eliminated, reassignments of routes will be made by the administration.

A tentative calendar of extra-duty runs scheduled and assigned will be posted on the drivers' bulletin board in the driver's lounge in Greenville, in Pocahontas, and in Sorento when possible.

Drivers shall communicate to the director of transportation their willingness to take extra-duty runs. The director of transportation will attempt to assign extra-duty runs as evenly as possible to these drivers.

A written emergency procedure for breakdowns is available for distribution to drivers and the association. Copies of this procedure will be provided to all drivers.

Bus drivers shall be reimbursed by the district for:

- Annual physical exam
- Annual drug test
- New employee training
- License renewal CDL

Employees must work at least one semester to be reimbursed. The district has the option of reimbursing in advance or deducting the above from the pay of employees leaving prior to one semester.

5.3 Conditions of Employment – Custodians: In addition to the aforementioned general conditions, the following conditions shall apply to all custodians:

On days when there is early dismissal of students, the second shift custodians shall have the option to request to begin their shift early.

Extra duties within each building shall be assigned by the building administrator from volunteers. If no building employee volunteers, extra duty availability will be communicated district-wide. Prior to final scheduling, the building administrator will determine eligibility for a

volunteer employee from another building. If there are no qualified volunteers, the building administrator will assign the extra duties to employees within the building.

- 5.4 Conditions of Employment – Teacher Aides: In addition to the aforementioned general conditions, the following conditions shall apply to teacher aides:

Teacher aides shall be reimbursed by the district for recertification fees.

At the end of each academic year, teacher aides will have the opportunity to indicate their preference for assignments in the following year.

- 5.5 Conditions of Employment – Food Service Staff: In addition to the student attendance days, district food service staff shall work two days (one at the beginning of the year and the other at the end of the year). Food service staff shall work a total of 176 days, with the exception of the Facility Supervisors, who will be required to work a total of 178 days.

All food service employees who work 5 hours or more per shift will get their meal provided by the district.

Food service employees will be reimbursed for Food Handlers Sanitation Certification renewal fees, classroom training, and certification fees. First-time employees will be reimbursed for the cost of training and certification fees contingent upon passing the state test.

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

Secretaries shall be required to administer student medication only in emergencies.

Secretaries shall not normally be scheduled to supervise students on a regular basis.

- 5.7 Conditions of Employment – Library Clerks: In addition to the aforementioned general conditions, the following shall apply to library clerks:

Library clerks shall work under the supervision of a certified librarian.

Library clerks shall be paid at their regular hourly rate for hours worked at district sponsored book fairs and reading night.

- 5.8 Conditions of Employment – Parent Educators: In addition to the aforementioned general conditions, the following shall apply to Parent Educators:

Parent Educators have a flexible schedule but will submit weekly time sheets for hours worked and a monthly log of activities consistent with grant requirements.

Parent Educators who travel in their personal car to do home visits shall be compensated at the IRS mileage rate. Mileage logs shall be submitted on a monthly basis and paid within two weeks of the board meeting which follows submission.

- 5.9 Joint Problem Solving Committee: The Administration and the Association shall form a joint problem solving committee. This committee will meet upon request and/or agreement upon an agenda to discuss non-contractual issues of concern in an attempt to resolve them in a cooperative environment including in-service training. The Association shall appoint three (3) representative(s) to the committee.

ARTICLE VI

ASSIGNMENTS, VACANCIES, PROMOTIONS, TRANSFERS

6.1 Vacancies:

- A. A vacancy shall be defined as a permanent position which has been newly created or which has previously existed and has been vacated. The term “vacancy” shall not apply to any position from which an employee is absent due to leave or positions filled by a voluntary or involuntary transfer.
- B. Whenever a vacancy occurs, the Unit Office shall post a vacancy notice in all school buildings and mail a copy to the Association President. During summer sessions (June, July, August) the District will post in the Unit Office and mail notices to the Association President.
- C. All vacancies that occur in the bargaining unit shall be posted in each building for a minimum of five (5) work days before the position is filled on a permanent basis. Vacancies will be filled within sixty (60) days after the five (5) work days of posting.
- D. All vacancy notices shall contain the qualifications for the position, the rate of compensation, and the deadline for making application.

6.2 Transfers:

- A. When it is necessary to involuntarily transfer or reassign employees, all volunteers shall first be considered.
- B. Transfer requests shall be made on transfer application forms; receipt shall be acknowledged by the Administration.
- C. Involuntary transferred employees shall be allowed to resign.
- D. Transferred employees shall be given consideration for transfers to other assignments when vacancies occur.

ARTICLE VII

LEAVES

- 7.1 A. Sick Leave: All employees who are eligible to participate in IMRF shall be eligible to receive paid sick leave days. Twelve (12) month employees shall be entitled to the hourly equivalent of twelve (12) days of sick leave at the beginning of the fiscal year. All other employees shall be entitled to the hourly equivalent of ten (10) days of sick leave at the beginning of each school year which can accumulate to the hourly equivalent of 240 days as the maximum allowed for retirement purposes by IMRF. Sick leave will be accumulated in hours. Employee's sick leave will be equivalent to their regular work day.
- B. Upon retirement of an employee, the Board agrees to pay that employee for any unused accumulated sick leave at the rate of \$20 per day. Uncompensated sick days shall be available to the employee for service credit with IMRF. The parties agree that an eligible employee's receipt of compensation for unused sick leave will be added to the employee's IMRF creditable earnings in the employee's last paycheck, but the payment shall be limited in an amount to ensure the District is not subject to any IMRF 6% penalty.
- Any sick leave monies that are not paid to the employee because of the 6% limit will be considered a retirement severance benefit and will be paid to the employee on the 65th day after the employee's last day of work. This severance payment will not be treated as creditable earnings under IMRF.
- C. Sick leave shall be used for doctor's appointments or for personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family shall be interpreted to include parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, daughters-in-law, sons-in-law, aunts and uncles. The district reserves the right to request proof of doctor's appointments and hospitalizations.
- 7.2 Personal Needs Leave:
- A. All employees who are eligible to participate in IMRF shall be eligible for 2 (two) personal leave days per year.
- B. Personal leave days are subject to the approval by the supervisor. The employee will notify the supervisor two (2) working days in advance of taking the personal leave.
- C. Unused personal leave hours shall be credited to the employee's sick leave.
- 7.3 Leave for Jury Duty or School-Related Legal Appearance: An employee called to jury duty or who is subpoenaed to testify during working hours on a job-related matter shall be paid his/her full compensation for such time with no loss of any leave, seniority, or other benefits This provision is not applicable if the employee is a witness against the district, the Board of Education, or its representatives as a result of any action commenced by or on behalf of the employee or commenced by or on behalf of the Support Staff Association. The district will be reimbursed the amount of legal pay for those working days when the employee was absent, excluding compensation for food and travel.

- 7.4 Maternity/Paternity Leave: Employees shall be entitled to use up to thirty (30) days of paid sick leave for the birth of a child. The employee may also request FMLA leave for the birth of a child. The employee will be reinstated to employment consistent with FMLA rules and regulations.
- 7.5 Adoption Leave: Adoption leave of thirty (30) days of paid sick leave, if available, shall be granted for the purpose of child adoption. The District may require that the employee provide evidence that the formal adoption process is underway.
- 7.6 Child-Rearing Leave: The employer may grant a Child-Rearing Leave of Absence without pay or loss of accrued sick leave, or seniority to any employee who submits a written request for such leave.
- 7.7 Leave Without Pay: Leaves of absence without pay or benefits for up to two (2) year's duration may be granted upon written request of an employee. Requests for leaves of absence shall include the reason for leaves. An employee returning from a leave of absence shall be reinstated to the same or similar position and classification he/she held when the leave began.
- 7.8 Family Medical Leave: All employees who are eligible to participate in IMRF shall be eligible to receive up to twelve (12) weeks of combined leave, including family medical leave for any purpose allowed by the Family Medical Leave Act. During the family medical leave period, the employer shall continue to pay the health insurance premium pursuant to this collective bargaining agreement.
- 7.9 Leave Definition: One day of leave is defined by the number of hours worked per day on a regular work day.
- 7.10 Catastrophic Illness/Injury Leave: The Board of Education may grant additional leave in the event of catastrophic illness or debilitating injury. To be a candidate for this leave, an employee must have used all other forms of paid leave (i.e. sick leave, personal leave, emergency leave or vacation). A written request must be sent to the Superintendent requesting the leave. The reason for the leave must be stated in the request. Further, the requesting person must provide medical information to verify the request. The Board may have the information reviewed by their own physician at the Board's expense.

A candidate would be eligible for catastrophic leave for an amount of days not to exceed forty (40) days during his or her term of employment in the district. Payment for catastrophic leave will be based on the employee's position on the salary schedule at the time of the request. Payment for part-time employees will be pro-rated. An employee may apply for a maximum of twenty (20) days per request. Each subsequent request for catastrophic illness/injury leave must be submitted in writing to the Superintendent. All catastrophic leave days are to be "repaid" to the district. This repayment may include future sick leave, emergency, vacation, inservice, personal leave and/or financial reimbursement.

7.11 Emergency Leave:

- A. The Superintendent or his/her designee may grant emergency leave requests. Part-time non-certified personnel will receive emergency leave on a pro-rated basis. Emergency leave may include natural or personal disaster and funeral leaves not covered under article 7.1.
- B. The employee shall notify the principal or supervisor prior to taking emergency leave and state the reason.
- C. Emergency leave days will be deducted from accumulated sick leave.
- D. The Superintendent's or his/her designee's denial of emergency leave shall not be subject to the grievance procedure.

ARTICLE VIII

VACATIONS AND HOLIDAYS

8.1 Vacation:

A. Vacation for those employed full and part time on a 12-month basis shall be provided as follows:

- 5 hourly equivalent days after 1 year of service
- 7 hourly equivalent days after 3 years of service
- 12 hourly equivalent days after 5 years of service
- 15 hourly equivalent days after 10 years of service
- 17 hourly equivalent days after 15 years of service
- 20 hourly equivalent days after 20 years of service

B. Employees shall be allowed to request vacation days subject to approval, provided that the Supervisor is notified by the employee at least five (5) days in advance.

C. Vacation must be used in the fiscal year following the year in which it is earned.

D. At the termination of employment by the employee for any reason, the employee or beneficiary shall receive at the daily rate of pay compensation of all unused vacation. However, the parties agree that the payment of any earned but unused vacation days shall be limited in an amount to ensure the District is not subject to any IMRF 6% penalty. Any vacation pay that would cause the employee to exceed the 6% limit shall be paid to the employee post-employment as non-IMRF creditable earnings. The post-employment payment, if any, will be paid to the employee on the 65th day after the employee's last day of work.

E. Vacation days shall be determined by the anniversary date of hire. These days shall be added twice annually: July 1 and January 1.

8.2 Holidays:

A. The following holidays shall be paid holidays if school is not in session for bargaining unit members who are employed for twelve (12) months per year:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday/President's Day
- Pulaski Day
- Good Friday
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

- B. If any holiday falls on Saturday, the employees shall be granted the Friday before the holiday as a paid holiday. If any holiday falls on a Sunday, the employees shall be granted the Monday after the holiday as a paid holiday.
- C. If an employee is on sick leave or vacation when an above listed holiday is observed, that day(s) shall not be counted as sick leave or vacation.
- D. If school is in session on these days listed, a floating holiday will be offered on a non-school attendance day.

ARTICLE IX

COMPENSATION AND BENEFITS

- 9.1 A. Salary: The salary schedules for all classifications shall be as specified in Appendix A of this Agreement. All salary increases occur July 1 with one exception:
- B. Probationary employees move to salary step 1 (one year) upon completion of 270 calendar days.
- C. Employees remain at salary step 1 (one year) for the remainder of the fiscal year and the following fiscal year unless they are placed on step 1 (one year) by November 1.
- D. Probationary employees that have completed 270 calendar days by November 1 are placed on step 1 (one year) and move the following July 1.
- 9.2 Overtime: All employees shall be paid or receive compensatory time at the rate equal to one and one-half times the regular hourly rate for actual work compensated in excess of forty (40) hours per week. Actual work excludes hours paid for vacation, holidays and leaves. All employees shall be paid at a rate of two (2) times the regular hourly rate for work performed on holidays (as per Article VIII, Section 8.2).
- 9.3 A. Paydays: Employees shall receive their paycheck on the twenty-fifth of each month. If the twenty-fifth occurs on a weekend or holiday, checks shall be available the last work day before the twenty-fifth.
- B. All nine-month employees, except for probationary employees, shall have a ten-month or twelve-month option for distribution of salary. All probationary employees will be placed on a twelve-month distribution of salary. Nine-month employees must inform the Unit Office in writing by July 1 of their choice of a ten-month or twelve-month pay. A form will be provided by the district to be signed. Those failing to do so lose their right to choose until the next fiscal year, and a ten-month pay will be designated. Employees cannot change their decision of pay for that one-year period.
- 9.4 Insurance: For employees hired before July 1, 2016, the Board agrees to provide full hospitalization and major medical coverage and \$25,000 life insurance policy for all employees that work the following minimum daily hours:

Maintenance	6 hours
Custodial	6 hours
Secretaries	6 hours
Clerks	7 hours
Aides	6 hours
Food Service	5 hours
Bus Drivers	3 ½ hours
Mechanics	7 hours
Assistant Mechanic	3 ½ hours

For employees hired after July 1, 2016, the Board agrees to provide full hospitalization and major medical coverage and \$25,000 life insurance policy for all employees that work the following minimum daily hours:

Maintenance	6 hours
Custodial	6 hours
Secretaries	6 hours
Clerks	7 hours
Aides	6 hours
Food Service	5 hours
Bus Drivers	5 hours
Mechanics	7 hours
Assistant Mechanic	5 hours
Parent Educators	7 hours

For bus drivers, parent educators, and assistant mechanics who work at least 3.5 but less than 5 hours, the board agrees to pay 50% of hospitalization and major medical benefits and \$25,000 life insurance policy.

Each full-time Employee shall be provided with full individual hospitalization and major medical up to a maximum amount of six hundred thirty (\$630.00) per month in 2018-19 for the premium for an individual plan selected by the Employee or the actual cost of the monthly premium, whichever is less. Employees will be responsible for any additional premium costs for coverage which is not covered by the Board's contribution. Additionally, the Board will pay the premium for twenty-five thousand dollars (\$25,000) of Term Life Insurance. Employees will have the option of selecting a High Deductible Health Plan (HDHP). For Employees selecting coverage under the HDHP plan in 2018-19, the difference per month between the Standard Plan and the HDHP will be contributed to a Health Savings Account (HSA) in the Employee's name. The Board and the Association shall agree upon the specifications and carrier of this policy. Insurance coverage shall begin September 1st and expire on August 31st of the following year.

In the event the District employs a husband and wife and both are eligible for Board paid individual insurance coverage, the amount of Board paid individual coverage for both employees can be combined and applied to a family insurance premium, provided that both employees mutually agree.

Effective September 1, 2015, members of this bargaining unit, who are eligible to do so, may elect to participate in a District sponsored Health Reimbursement Arrangement (HRA) Plan.

Consistent with the Plan document, an Employee may request a summary statement of claim or account balance of his/her HRA account. All aspects of the HRA will be governed and subject to the Bond County CUSD #2 Deductible Reimbursement Plan/Health Reimbursement Arrangement (HRA) Plan dated September 1, 2015.

*For the 2019-20 and 2020-21 contract years, GESPA insurance language shall be modified to match any changes to the insurance language the Board of Education negotiates with the GEA.

- 9.5 Insurance/Annuity Sheltering: According to the authority granted under Section 125 of the Internal Revenue Code, employees who elect to shelter premium contributions of the major medical/health insurance and annuity plans of the District may do so by completing the appropriate election form provided by the District. The employee agrees to follow all the rules and regulations of the Internal Revenue Code regarding the sheltering of such contributions. The Board of Education shall not be responsible for the failure of the above plan to meet the writing enforceability, etc. as determined by the Internal Revenue Code. Should any of the above be declared improper by an Internal Revenue ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent it violates the ruling or opinion.
- 9.6 IMRF: All employees who work 600 hours or more per year are required by Illinois State law to participate in IMRF. In addition to the salaries listed in Appendix A, the Board shall pay the employee's contribution to IMRF (if any).
- 9.7 Additional Hours of Employment – Rather than hiring substitutes, the district may offer to its regularly employed non-certified staff additional hours of employment at their regular rate of pay during the school year or in the summer months without any increase in benefits to that person. If these hours exceed forty (40), compensation shall be as 9.2 of the contract.
- 9.8 Retirement Bonus – Employees, who have worked for the school district and are eligible for IMRF in Bond County Community Unit #2, will be paid a \$150 retirement bonus for each year of service in the district, with ninety (90) day's prior notification of their retirement. This bonus will be part of the employee's final paycheck. However, the parties agree that the payment of retirement bonus shall be limited in an amount to ensure the District is not subject to any IMRF 6% penalty. Any retirement bonus that would cause the employee to exceed the 6% limit shall be paid to the employee post-employment as non-IMRF creditable earnings. The post-employment payment, if any, will be paid to the employee on the 65th day after the employee's last day of work. If the employee gives two years' notice for his/her retirement, the retirement bonus may be distributed over 24 months.

ARTICLE X

EFFECT OF AGREEMENT

- 10.1 Complete Understanding: The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be added to or deleted from or modified only through the written mutual consent of the parties.
- 10.2 Savings Clause: If any provision of this Agreement or any application of this Agreement to any bargaining unit member or to any group of bargaining unit members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

ARTICLE XI

DURATION OF AGREEMENT

- 11.1 Strikes: The Association agrees not to strike for the duration of this Agreement.
- 11.2 Management Rights: It is expressly understood and agreed that all functions, rights, powers and authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.
- 11.3 Term of Agreement: This Agreement shall be effective upon signature of the parties and shall continue in effect until July 1, 2021.

This agreement is signed this 15th day of October, 2018

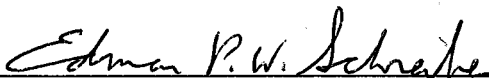
In Witness Thereof:

For the Greenville Educational Support
Personnel Education Association, IEA-NEA

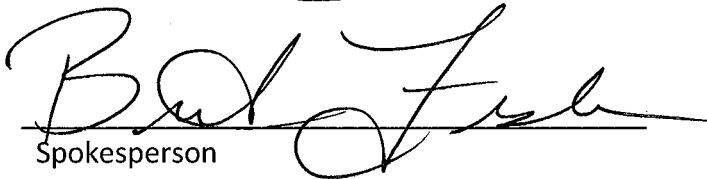
For the Board of Education
Bond County Unit School District




President



President



Spokesperson



Spokesperson

APPENDIX A
SALARY SCHEDULE
2018-19

	<u>Entry</u>	<u>1 Year</u>	<u>3 Year</u>	<u>10 Year</u>	<u>20 Year</u>
<u>Maintenance</u>					
Buildings and Ground Coordinator	20.39	21.36	23.31	23.63	23.73
HVAC/Buildings/Grounds Specialist	18.31	19.29	20.49	20.82	20.93
General Maintenance Personnel	13.19	14.09	17.40	17.74	17.84
Building/Grounds Specialist	10.18	10.83	11.92	12.25	12.35
<u>Custodial</u>					
Head Custodian	15.27	16.64	17.40	17.74	17.84
Shift Leader	13.59	14.97	16.06	16.38	16.50
Custodian	11.88	13.27	14.72	15.05	15.15
Split Shift Custodian	11.99	13.38	14.83	15.15	15.25
Night Head Custodian	15.50	16.87	17.63	17.94	18.05
Night Shift Leader	13.80	15.17	16.27	16.60	16.71
Night Shift Custodian	12.09	13.48	14.95	15.25	15.37
<u>Secretaries and Clerks</u>					
Secretary	12.76	14.17	15.45	15.76	15.86
Library Clerk	11.88	13.27	14.72	15.05	15.15
<u>School Health</u>					
School Nurse	30.32	31.33	32.78	33.10	33.22
School Med Administrator = \$20.60 per admin.					
<u>Parent Educator</u>	21.19	22.87	24.99	25.32	25.42
<u>Aides</u>					
Instructional Aide (With Teaching Certificate)	12.97	14.34	15.79	16.12	16.22
Instructional Aide	11.88	13.27	14.72	15.05	15.15
Bus Aide	10.18	10.72	11.13	11.44	11.55
<u>Food Service</u>					
Food Service Supervisor	12.26	12.50	12.79	13.10	13.20
Food Service Personnel	10.18	10.72	11.13	11.44	11.55
Food Service System Coordinator	10.67	11.04	11.38	11.70	11.80
<u>Transportation</u>					
Bus Driver	18.07	19.08	21.56	21.90	22.00
Car/Small Vehicle	13.46	14.11	15.10	15.43	16.27
Substitute Bus Driver	16.81				
Summer and Extra Duty Runs*	11.17	11.17	11.27	11.37	11.47
Mechanic	20.17	21.16	26.31	26.62	26.73
Assistant Mechanic	14.24	16.11	17.42	17.76	17.86

(One hour minimum if called in)*

1/2 hour prep time per driver, per vehicle, per day.

**"Called in" is interpreted to mean reporting for work to perform a scheduled event. If for some reason(s) beyond anyone's control or for unseen circumstances, the event is canceled, the driver will be paid a one-hour minimum driving time.

Salary increases effective July 1, 2018.

Employees remain at entry level until probationary period is completed.

Probationary Employee placed on step (one year) hired prior to November moves on the salary schedule the following July.

Wage increases subject to positive evaluations.

Unless specified, substitutes will be paid at the entry level rate.

If an employee moves from one classification to a different classification, the employee shall be given full credit on the salary schedule for all years of employment in the district.

APPENDIX A
SALARY SCHEDULE
2019-20

	<u>Entry</u>	<u>1 Year</u>	<u>3 Year</u>	<u>10 Year</u>	<u>20 Year</u>
<u>Maintenance</u>					
Buildings and Ground Coordinator	21.00	22.00	24.01	24.34	24.44
HVAC/Buildings/Grounds Specialist	18.86	19.87	21.10	21.44	21.56
General Maintenance Personnel	13.59	14.51	17.92	18.27	18.38
Building/Grounds Specialist	10.49	11.15	12.28	12.62	12.72
<u>Custodial</u>					
Head Custodian	15.73	17.14	17.92	18.27	18.38
Shift Leader	14.00	15.42	16.54	16.87	17.00
Custodian	12.24	13.67	15.16	15.50	15.60
Split Shift Custodian	12.35	13.78	15.27	15.60	15.71
Night Head Custodian	15.97	17.38	18.16	18.48	18.59
Night Shift Leader	14.21	15.63	16.76	17.10	17.21
Night Shift Custodian	12.45	13.88	15.40	15.71	15.83
<u>Secretaries and Clerks</u>					
Secretary	13.14	14.60	15.91	16.23	16.34
Library Clerk	12.24	13.67	15.16	15.50	15.60
<u>School Health</u>					
School Nurse	31.23	32.27	33.76	34.09	34.22
School Med Administrator = \$21.22 per admin.					
<u>Parent Educator</u>	21.83	23.56	25.74	26.08	26.18
<u>Aides</u>					
Instructional Aide (With Teaching Certificate)	13.36	14.77	16.26	16.60	16.71
Instructional Aide	12.24	13.67	15.16	15.50	15.60
Bus Aide	10.49	11.04	11.46	11.78	11.90
<u>Food Service</u>					
Food Service Supervisor	12.63	12.88	13.17	13.49	13.60
Food Service Personnel	10.49	11.04	11.46	11.78	11.90
Food Service System Coordinator	10.99	11.37	11.72	12.05	12.15
<u>Transportation</u>					
Bus Driver	18.61	19.65	22.21	22.56	22.66
Car/Small Vehicle	13.86	14.53	15.55	15.89	16.76
Substitute Bus Driver	17.31				
Summer and Extra Duty Runs*	11.51	11.51	11.61	11.71	11.81
Mechanic	20.78	21.79	27.10	27.42	27.53
Assistant Mechanic	14.67	16.59	17.94	18.29	18.40

(One hour minimum if called in)*

1/2 hour prep time per driver, per vehicle, per day.

**"Called in" is interpreted to mean reporting for work to perform a scheduled event. If for some reason(s) beyond anyone's control or for unseen circumstances, the event is canceled, the driver will be paid a one-hour minimum driving time.

Salary increases effective July 1, 2019.

Employees remain at entry level until probationary period is completed.

Probationary Employee placed on step (one year) hired prior to November moves on the salary schedule the following July.

Wage increases subject to positive evaluations.

Unless specified, substitutes will be paid at the entry level rate.

If an employee moves from one classification to a different classification, the employee shall be given full credit on the salary schedule for all years of employment in the district.

APPENDIX A
SALARY SCHEDULE
2020-21

	<u>Entry</u>	<u>1 Year</u>	<u>3 Year</u>	<u>10 Year</u>	<u>20 Year</u>
<u>Maintenance</u>					
Buildings and Ground Coordinator	21.63	22.66	24.73	25.07	25.17
HVAC/Buildings/Grounds Specialist	19.43	20.47	21.73	22.08	22.21
General Maintenance Personnel	14.00	14.95	18.46	18.82	18.93
Building/Grounds Specialist	10.80	11.48	12.65	13.00	13.10
<u>Custodial</u>					
Head Custodian	16.20	17.65	18.46	18.82	18.93
Shift Leader	14.42	15.88	17.04	17.38	17.51
Custodian	12.61	14.08	15.61	15.97	16.07
Split Shift Custodian	12.72	14.19	15.73	16.07	16.18
Night Head Custodian	16.45	17.90	18.70	19.03	19.15
Night Shift Leader	14.64	16.10	17.26	17.61	17.73
Night Shift Custodian	12.82	14.30	15.86	16.18	16.30
<u>Secretaries and Clerks</u>					
Secretary	13.53	15.04	16.39	16.72	16.83
Library Clerk	12.61	14.08	15.61	15.97	16.07
<u>School Health</u>					
School Nurse	32.17	33.24	34.77	35.11	35.25
School Med Administrator = \$21.85 per admin.					
<u>Parent Educator</u>					
	22.48	24.27	26.51	26.86	26.97
<u>Aides</u>					
Instructional Aide (With Teaching Certificate)	13.76	15.21	16.75	17.10	17.21
Instructional Aide	12.61	14.08	15.61	15.97	16.07
Bus Aide	10.80	11.37	11.80	12.13	12.25
<u>Food Service</u>					
Food Service Supervisor	13.01	13.27	13.57	13.89	14.01
Food Service Personnel	10.80	11.37	11.80	12.13	12.26
Food Service System Coordinator	11.32	11.71	12.07	12.41	12.51
<u>Transportation</u>					
Bus Driver	19.17	20.24	22.88	23.24	23.34
Car/Small Vehicle	14.28	14.97	16.02	16.37	17.26
Substitute Bus Driver	17.83				
Summer and Extra Duty Runs*	11.86	11.86	11.96	12.06	12.16
Mechanic	21.40	22.44	27.91	28.24	28.36
Assistant Mechanic	15.11	17.09	18.48	18.84	18.95

(One hour minimum if called in)*

1/2 hour prep time per driver, per vehicle, per day.

**"Called in" is interpreted to mean reporting for work to perform a scheduled event. If for some reason(s) beyond anyone's control or for unseen circumstances, the event is canceled, the driver will be paid a one-hour minimum driving time.

Salary increases effective July 1, 2020.

Employees remain at entry level until probationary period is completed.

Probationary Employee placed on step (one year) hired prior to November moves on the salary schedule the following July.

Wage increases subject to positive evaluations.

Unless specified, substitutes will be paid at the entry level rate.

If an employee moves from one classification to a different classification, the employee shall be given full credit on the salary schedule for all years of employment in the district.