

# **Bethalto Community Unit School District No. 8**

## **Contractual Agreement**

**The Bethalto Board of Education  
and  
The Bethalto Educational Support Personnel Association  
(BESPA), IEA/NEA**

**2023-2024**

**2024-2025**

**2025-2026**

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**ARTICLE I**  
**Recognition and Board Rights**

- A. Recognition  
The Board of Education of Bethalto Community Unit School District 8, hereinafter referred to as the "Board," hereby recognizes the Bethalto Educational Support Personnel Association (BESPA), an affiliate of IEA-NEA, hereinafter referred to as the "Association" as the exclusive and sole negotiation agent for all regularly employed full and part-time non-certified support personnel excluding bookkeepers, accounts payable clerks, district office secretaries, confidential and supervisory employees, and other excluded employees as defined by the Illinois Educational Labor Relations Board (IELRB).
  
- B. Board Rights  
It is expressly understood and agreed that the Board retains all functions, rights, powers, and authority of the Board, which are not limited by the language of this agreement or by law.
  
- C. Nondiscrimination  
Both parties agree that they shall not discriminate against an employee for reason of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, disability, age (40 or older), or genetic information.

**ARTICLE II**  
**Negotiations Procedures**

- A. The parties shall commence bargaining for a successor agreement no earlier than April 15th in the last year of the agreement as per the Illinois Educational Labor Relations Act, and the rules and regulations of the IELRB. This date may be changed by mutual agreement.
  
- B. The parties may agree to establish a labor-management committee to facilitate communication between the parties and to explore issues of mutual concern. If appropriate, this committee may make recommendations on such issues, which may include job descriptions, safety and health, improving efficiency and effectiveness of operations, or other issues as the parties deem relevant.

**ARTICLE III**  
**Grievance Procedure**

- A. Definitions
  1. A grievance shall be any claim by the Association, an employee, or group of employees that there has been an alleged violation, misinterpretation, or misapplication of the terms of this agreement.
  2. All time limits consist of days when school is open for business or when the Central Office is officially open for business during academic intercessions.
  
- B. Procedures  
The parties acknowledge that it is desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. If however, the informal process fails, a formal grievance must be filed within thirty (30) days of the failure of the problem to be resolved at the informal level, or within thirty (30) days of when the Association might reasonably have knowledge thereof, unless the violation is of a continuing nature.

STEP ONE: The Association, or grievant if other than the Association, shall present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days of receipt of the grievance. The grievance shall state the specific violation, misinterpretation, or misapplication of the agreement and the requested remedy. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the Association shall be provided with the supervisor's written response, including the reasons for the decision.

STEP TWO: If the grievance is not resolved at step one (1), then it may be referred to the superintendent or to the superintendent's official designee within ten (10) days after the receipt of the step one written response. The superintendent shall arrange, with the Association representative, for a meeting to take place within ten (10) days of the superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the superintendent's written response, including the reasons for the decision.

STEP THREE: If the Association is not satisfied with the disposition of the grievance at step two (2), the Association may submit the grievance to the Board of Education within ten (10) days after receipt of the step two (2) answer. The Board shall arrange, with the Association representative, for a meeting to take place within thirty (30) days of the Board's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Board's written response, including the reasons for the decision.

STEP FOUR: If the Association is not satisfied with the disposition of the grievance at step three (3), the Association may submit the grievance either to the American Arbitration Association (AAA), or to the Federal Mediation and Conciliation Service (FMCS) for the final and binding arbitration.

If a demand for arbitration is not filed with the employer within thirty (30) days of the date of the step three (3) written response, then the grievance shall be deemed withdrawn.

Within ten (10) days of receipt of a list of available AAA or FMCS arbitrators, the two (2) parties shall either mutually agree on an arbitrator or shall submit to the AAA or FMCS those names on the list that are acceptable. The decision of the arbitrator shall be final and binding on the parties. Expenses for the arbitrator's services shall be borne equally by the school district and the Association. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the school district and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application on the express relevant language of the agreement. The arbitrator shall be limited to directing the parties to comply with the terms of this agreement.

- C. Bypass  
By mutual agreement, any step of the grievance procedure may be by-passed.
- D. Direct Submission to Arbitration  
By mutual agreement, the grievance may be submitted directly to arbitration.

- E. Class Grievance  
A grievance involving more than one (1) non-certified employee, more than one (1) supervisor, or an administrator above the building level, may be initially filed by the Association at step two (2).
- F. No Reprisal  
No reprisals shall be taken by the employer against the employee because of the employee's participation or refusal to participate in a grievance.
- G. Investigation  
Any investigation, handling, or processing of a grievance by the grievant or by the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or to the district's employees.
- H. Release Time  
Should the time of the hearing before the arbitrator require that an employee or an Association representative be released from his/her regular assignment, one (1) employee or Association representative shall be released without loss of pay or benefits for the time necessary to attend the hearing at the discretion of the superintendent.
- I. Disclosure of Information  
Both the Association and the employer shall provide to each other information relevant to the grievance. Neither the employer nor the Association shall be permitted to assert any grounds of evidence before the arbitrator that was not previously disclosed to the other party.
- J. Filing of Materials  
All records related to a grievance shall be filed separately from the personnel files of the employee.
- K. Grievance Withdrawal  
A grievance may be withdrawn at any level without establishing precedent.
- L. No Written Response/Extension of Time Limits  
In the event that a grievant fails to act on any grievance within the prescribed time limits, the grievance shall be considered to be resolved. An administrator's failure to give a written decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.
- M. Expedited Arbitration  
By mutual agreement, the expedited rules of the American Arbitration Association (AAA) shall be used instead of the Voluntary Labor Arbitration Rules (VLAR).
- N. Costs  
The fees and expenses of the arbitrator shall be shared equally by the parties. If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter. If the other party wants a copy of the report, the other party must share the cost.
- O. Settlement  
By mutual agreement of the Association and the employer, a grievance may be settled at any step with or without establishing prejudice or precedent.

**ARTICLE IV**  
**Employee Rights**

- A. **Progressive Discipline**  
Unless non-remedial, discipline will be progressive in nature. Based upon the severity of the incident, disciplinary action may be initiated at any level of the process. Non- probationary employees may be disciplined only for just cause. Probationary employees may be disciplined without just cause. Discipline shall include, but not be limited to, verbal warnings, written reprimands, loss of pay, notice to remedy, suspension with pay, suspension without pay, and/or dismissal. All employee discipline will require written documentation, including a verbal warning. The employee will sign the document simply noting that he/she understands the discipline, signature does not imply agreement. This written documentation will be placed in the employees personnel file.  
Documentation for a verbal warning will be removed two years after the date issued if no subsequent disciplinary action is taken on the offense.
  
- B. **Right of Representation**  
Employees will be informed of their right to union representation before the start of any disciplinary conference or hearing. Unless immediate action is required because of the severity of the offense, employees will be given reasonable advance notice to allow for representation. Gathering facts or determining what happened is not disciplinary action.
  
- C. **Personnel File**  
All employees shall have the right, upon written request twenty-four (24) hours in advance, to examine the contents of their personnel file in the Central Office during regular business hours. No material related to discipline, to continuation of employment, or to evaluation, will be placed in the personnel file without a copy being provided to the employee. Starting with the 2020-2021 school year, the hire date, starting hourly rate, and position, of each employee will be included in the personnel file.
  
- D. **Notice of Observation/Evaluation**  
All observations of the work of an employee for the purpose of evaluation shall be conducted with the full knowledge of the employee. Evaluations are not considered disciplinary.
  
- E. **Employee Orientation**  
A new employee will receive an orientation to acquaint him/her with the new job, its duties, rules and regulations, all as deemed appropriate by the administration. Each new employee will also be assigned a mentor.

**ARTICLE V**  
**Association Rights**

- A. **Names and Addresses--New Employees**  
Names, addresses, and phone numbers of newly-hired employees shall be provided to the Association within seven (7) days after their hiring.
  
- B. **Bulletin Boards and Mailboxes**  
Bulletin boards or space on existing bulletin boards shall be provided to the Association for union notices. In addition, mailboxes shall be provided for all bargaining unit members, and the Association will be allowed access to such for distribution of official notices.



- C. Use of District Equipment and Facilities  
The Association and its representatives shall have the privilege, when approved by the superintendent, to use school buildings for meetings and to transact legal official union business on school property at all reasonable times provided that this does not interfere with or interrupt normal school operations. Further, the Association shall have the privilege to use school equipment (computers, printers, copying machines, and audiovisual equipment) at reasonable times when such equipment is not in use and if acceptable to the supervisor. The Association will provide expendable supplies.
- D. Copies of Board Information  
The Association shall be furnished a copy of the Board Information Packet including all information that is available to the public.
- E. Copies of Agreement  
The district will ensure that a copy of the current agreement is available in each building/school office and posted online. This shall be done within thirty days of the ratification of a new contract.
- F. Association Business on Work Hours  
The Association will not transact union business during work hours.
- G. Calendar Committee  
BESPA shall be a participant on the District Calendar Committee.

**ARTICLE VI**  
**Working Conditions**

- A. Call-In Pay  
All employees called in to work before or after their regular hours shall be guaranteed a minimum of one (1) hour work or pay for such call in. This includes being called in before the beginning of their normal workday. Continuing to work at the close of any shift will be counted only as actual hours, but could lead to overtime pay.
- B. Medication in the Schools  
School nurses are expected to dispense medication to students. No other employees shall be required to dispense non-emergency medication to students.
- C. Kitchen Staff
  1. All kitchen staff shall work two (2) days prior to the first student attendance day and two (2) days following the last student attendance day. If a kitchen staff member is absent on any of these days an attempt will be made to provide a substitute. These days are designated primarily as cleaning days for the opening and closing of the kitchens.
  2. Kitchen staff substituting as kitchen managers shall receive beginning manager pay or \$1.00 more than their regular pay, whichever is greater.
- D. Temporary Summer Employment  
All temporary summer employment will be posted on union bulletin boards in all buildings in the district. Existing bargaining unit members applying for such work shall have first right to the position over non-bargaining unit members, provided they have the ability to perform the work required. No seniority shall accrue for such temporary summertime employment. Pay rates for temporary summer

positions will be at the employee's current rate of pay (if same category) or the substitute rate for that category (if the employee's current category is in a different category).

E. Breaks

All eight (8) hour employees shall receive at least two (2) ten (10) minute breaks per day. All other employees considered full-time shall receive one (1) fifteen (15) minute break per day.

F. Requests for Change in Regular Schedule

Requests by an employee for a change of his/her regular schedule shall be limited to one (1) time per month, unless mutually agreed upon by the supervisor. This shall not affect vacation and sick time.

G. Transportation

1. Driver/Bus Monitor Providing Appropriate Supervision

It is the number one responsibility of both driver and monitor to provide a safe and secure mode of transportation for students and all persons being transported during a route or extra-curricular assignment. The Director of Maintenance & Transportation along with district level support will provide training sessions 2 times during the course of the school year, following conversation with the BESPAs leadership on the types of trainings needed. Attendance at these sessions is mandatory. The driver/bus monitors will be compensated at their hourly rate with a minimum of one hour of training being awarded.

2. Regular Bus Routes

- a. All bus routes shall be posted and selected annually by drivers on the basis of seniority during the bus drivers/bus monitors beginning of the year meeting, subject to the approval of the Director of Maintenance & Transportation. Drivers will maintain those routes during the course of the school year unless it is determined by the Director of Maintenance & Transportation that a situation exists whereby the health and safety of those on the bus may be at risk. Every effort will first be made to remedy the situation unless it is non-remedial.
- b. When a regular daily run needs to be filled due to short notice of driver/monitor absence the Director of Maintenance & Transportation or Designee will determine who goes on that route for that day.
- c. All routes will have predetermined run times assigned to them. These run times will be set by the Director of Maintenance & Transportation or Designee prior to the beginning of the year route meeting. If a run exceeds predetermined time, it will be addressed by the driver and Director and will be reexamined. The final determination of run time rests with the Director.
- d. The Director of Maintenance & Transportation or Designee should be notified at least 60 minutes prior to the start of the driver/monitors run if the driver/monitor will not be in attendance for the run. Allowance shall be made due to unforeseen emergencies, which would not have allowed an hour notification. Failure to communicate will be considered a no call/no show and will result in loss of afternoon run/time as well. Any P.M. no call/no show, will result in driver/monitor losing the following A.M. run/time.

3. Driving Through Route

At the beginning of each new school year, each driver will be paid a minimum of one (1) hour for driving through his/her route.

4. Overnight Field Trip

When on an overnight field trip, a driver shall be paid eight (8) hours each day, unless the drive time is more than eight (8) hours. If the drive time is more than eight (8) hours, the driver will be paid for the actual driving time. The driver's meals and lodging shall be paid by the school district or by the activity sponsor.

5. Extra Daily Run Vacancy
  - a. When a vacancy arises from an extra daily run, that vacancy shall be filled by the most senior driver available to take the run, provided the assignment does not cause that driver to exceed forty (40) hours of work. This driver shall fill the vacancy until the regular driver returns. If the driver filling the vacancy is on a field trip or is ill, the position will be filled using the same procedure above until the substitute driver returns.
  - b. Extra daily runs shall be posted and selected annually by drivers on the basis of seniority at the end of the fourth (4th) week of each new school year. Drivers must be at this meeting to select an extra daily run. Until the time of the selection, the runs shall be assigned by seniority on a rotating basis. Extra daily runs, which may consist of more than one (1) pick-up and drop-off, will be determined by the Director of Maintenance & Transportation.
  - c. There will be an exception for only one (1) run turned back in per year. A driver who turns in a run for any reason a second time, and each subsequent turned-in run, will be skipped in one (1) rotation at the next extracurricular meeting that he/she attends or is eligible, but unable to attend because of driving or working for the district at the time of the meeting. Runs turned back in will not effect the rotation of other drivers when they are filled. Exceptions may be made for workman's compensation injuries and for all valid runs that are turned back in due to a death or serious illness in the immediate family. The driver will not be skipped in rotation for these exceptions.
  - d. If a driver/bus monitor calls off on any run other than their A.M. or P.M. run in a calendar month, excluding a full day's absence, the following steps will occur:
    - i. First Incident: Conference with the Director of Maintenance & Transportation
    - ii. Second Incident: Loss of the Extra daily run: 1 week
    - iii. Third Incident: Loss of Extra daily run for the remainder of that school year.  
The only exception to this is if the employee provides documentation from a doctor or receives prior approval from the Director of Maintenance & Transportation.
6. Assignment of Extracurricular Activities, Field Trips, and Special Runs
  - a. Extracurricular activities and field trips will be assigned to drivers on the last working day of the week at 8:30 A.M. for the next week. Drivers absent for any reason on this day will not be entitled to any trips.
  - b. Before Christmas and Easter breaks, the next trips will be assigned for two (2) weeks.
  - c. Trips will be assigned by drivers' request, with the most senior driver receiving first choice. The seniority list will be followed until all trips are assigned. The trip list for the following week will begin with the next trip listed after the last trip assigned on the previous week's list of trips.
  - d. If a trip becomes available after 8:30 A.M. and needs to leave prior to 5:00 P.M. on the same day, the trip will be assigned according to seniority, starting at the top of the list. However, it will not affect the starting point of the next trip meeting. If a trip becomes available before 8:30 A.M., the next driver on the list will be asked until the trip is assigned. The following week, the list will be used from the point where the trip was assigned.
  - e. Drivers who are working for the district at the time of the trip-selection meeting and who are interested in trip assignments must turn in a priority listing of such trips to the Transportation Office prior to 8:30 A.M. on the trip-meeting day. No driver will be called if a trip becomes available after these lists are turned in to the Transportation Office.
  - f. If a driver is absent, for any reason, on the day that trips are assigned and he/she is not assigned a trip, there will be no make-up trip assigned the following week. Make-up trip assignments will be made only upon the cancellation of an assigned trip.
  - g. If a run is cancelled or postponed, the driver may make up the trip by attending the following trip meeting. The trip must be made up within two (2) weeks.

- h. If a driver accepts and subsequently declines a trip because he/she is unable to drive, he/she will not be entitled to a make-up trip.
  - i. If an extra-curricular bus run is left vacant the Director of Maintenance & Transportation will be responsible for assigning that route after it has been offered to all drivers that were not in attendance at the meeting. If the trip is still not filled the Director may attempt to fill it by using a sub. If the Director is still unable to fill the route, the route will be offered to those drivers who were in attendance at the trip selection meeting and were initially ineligible to take the run, at that time, because it would have resulted in overtime, even if such run would now result in overtime. If still not filled, then the Director has the right to assign on a rotating basis between the four (4) least senior drivers.
  - j. Special runs will be filled at the discretion of the Director or Designee.
7. Bus Route Definitions
- a. Daily Run  
A daily run is defined as the transporting of students to and from school that occurs on a daily basis and generally is between the start and end of normal school hours, except early childhood and pre-K transportation runs, which also occur during mid-day. A route deviation may be assigned if it fits proximity of time and destination to the daily run.
  - b. Extra Daily Run  
Extra daily runs shall be defined as the transporting of students from school to school, school to work, etc., on a daily basis and includes late bus runs that occur after the school day.
  - c. Extracurricular Run  
Extracurricular runs shall be defined as the transporting of students to sporting events, to field trips, and to educational trips.
  - d. Permanent Floating-Driver  
A permanent floating-driver shall be defined as a driver who is required to work on a daily basis, but does not have a regular permanent scheduled route. These employees will have the same benefits as a regular driver.
  - e. Absentee Driver  
An absentee driver shall be defined as a driver who is off duty because of sick leave, workman's compensation, or disability leave. This driver will be entitled to pick a regular run at the beginning of the school year if he/she has a current Bus Permit to drive and has fulfilled all state regulations. If this driver is still off duty because of sick leave for a second consecutive year, he/she will not be granted a run until such time that he/she is eligible to return to work. This driver will remain in the same position on the seniority list as the time of departure from work.
  - f. Special Run  
Special Run shall be defined as: Graduation Shuttle Buses, Kindergarten Round Up, and any others agreed upon between the District and Association.
8. Guidelines for Bus Drivers' Meal Allowance
- a. Drivers may also be entitled to meals at the district's expense under other circumstances. Drivers should check with the Director of Maintenance & Transportation to answer questions pertaining to additional meals.
9. Procedure for Filling a Bus Driver Vacancy
- a. A vacancy that occurs after March 1 in any school year will not be bid on until the following summer.
  - b. A vacancy that occurs before March 1 in any school year may only be bid on by drivers having thirty (30) minutes or more differential in their route time and the open route.
10. Buses
- a. Bus drivers shall be given a minimum of one (1) hour pay for show-up time on any run called in to do.

- b. Drivers will be given fifteen (15) minutes for pre-trip inspection each morning and fifteen (15) minutes clean up each evening.
- c. On driver's take-home route, the driver's time will start fifteen (15) minutes prior to that school's dismissal time, excluding any out-of-district routes.

11. Bus Monitors

- a. All regular bus/van routes having bus monitors shall be posted and selected annually by the bus monitors on the basis of seniority before the beginning of each school year, the same time as the bus drivers meeting, prior to school. Bus Monitors will maintain those routes during the course of the school year unless it is determined by the Director of Maintenance & Transportation that they are unable to fulfill the requirements of the routes and/or are needed on other routes. A genuine effort will first be made to remedy the situation.
- b. Each monitor must attend this meeting and will be paid at his/her rate of pay for a minimum of one (1) hour. Each monitor will attend a bus monitor training before the start of the school year, which includes the proper installation and use of harnesses, wheelchairs, in seat car seats, manual wheelchair lifts, and bus evacuation.
- c. Bus Monitors may be changed to a different bus/van route during the school year, if it is determined by the Director of Maintenance & Transportation that they are unable to fulfill the requirements of the routes and/or are needed on other routes.
- d. Extracurricular runs that may require a Bus Monitor on a handicapped bus/van, may be offered to a Bus Monitor at the discretion of the Transportation Director.
- e. Procedures for filling Bus Monitor vacancies will be as follows: A vacancy of more than thirty (30) minutes occurring before March 1 in any school year will be filled by Bus Monitors if they so choose. A vacancy occurring after March 1 in any school year will be bid on the following summer.
- f. Safety equipment such as kneepads, back support belts, etc., may be provided by the district for all Bus Monitors with the pre-approval of the Transportation Director.
- g. All Bus Monitors and substitute Bus Monitors are to be trained in the correct procedures of strapping in the wheelchairs and instructed on evacuation procedures.
- h. In the event of an absent Bus Monitor on the handicapped bus, the position must be filled by a trained and qualified substitute Bus Monitor. If no substitute can be found, the position should be filled, on a rotating basis, by the least senior Bus Monitor not already on a handicapped bus.

12. Special District-Owned White Activity Busses

- a. The District may use special district-owned white activity busses to transport students to activities and events for trips which are considered non-reimbursable on the ISBE Pupil Transportation Claim. The District may use such busses on other trips, following conversation with the BESPAs president, or designee.
- b. If the District elects to own and operate more than two white activity busses, it will first have a discussion with the BESPAs president, or designee, to review the need for an additional bus or buses.

H. Overtime

It is mandatory that all overtime must be approved by both the immediate supervisor and one of the administrators in the Central Office.

Overtime shall be paid at the rate of time and one-half (1 1/2) for any hours compensated in excess of forty (40) hours in any one (1) week. Any holidays in which employees are not required to work will be paid at the regular rate of pay and will not be included in the calculation for compensated hours for overtime. All overtime pay shall be paid during the pay period in which it is earned.

Employees' hours that are adjusted or traded within a workweek will not be considered compensatory time. Compensatory time will only be offered in extreme emergencies and if approved by the superintendent and/or his/her designee.

The employee will be responsible to make note of overtime on his/her timesheet, including the reason for such overtime, in order to be paid.

I. Paid Lunch

1. All full-time (six (6) hours) employees, except bus drivers and Bus Monitors, shall receive a paid, duty-free lunch of thirty (30) minutes.
2. A one-half (1/2) hour paid lunch must be concluded within the first five (5) hours of the workday.
3. Any requests for an altered day that results in an employee's working less than six (6) hours will eliminate that employee's paid lunch period.

J. Safe Working Conditions

If an employee observes anything that he/she feels is hazardous, he/she should report same either to the building principal or, if not in a school building, to the Central Office. The district will inform all employees about safety guidelines. The district shall provide and pay for inoculations against blood-borne pathogens.

K. Clothing/Shoe Allowances

1. Kitchen staff--\$100.00 per year. The district will cut a check to each employee in the amount of \$100.00. Each employee will provide the district with a receipt(s) documenting that the \$100.00 was used for the uniform allowance.
2. Maintenance--Shall be entitled to purchase one (1) pair of steel-toed shoes/boots per year. The district will reimburse the employee, a maximum \$100.00 reimbursement.
3. Custodians--Shall be entitled to purchase one (1) pair of shoes/boots per year. The district will reimburse the employee, a maximum \$75.00 reimbursement.

L. Bomb Threats

No bargaining unit member will be required to search for bombs. If the building is evacuated and children are sent home, employees of the threatened building may be sent home. This time off will not reduce the number of workdays guaranteed to employees.

M. Bus Duty

Any employee assigned bus duty and working over his/her established working time shall be paid additional time according to the actual time worked.

N. Maintenance Work Schedule

Current maintenance staff will not work a split shift except in the event of an emergency.

O. Notification of Lunch Break and Other Leaves During Workday

All maintenance, custodial, mechanic, and delivery personnel shall notify the Director of Maintenance & Transportation by signing in and out for lunch and all other times that he/she must leave work, with exceptions granted as agreed to by Director of Maintenance & Transportation.

P. Supervisor Restrictions

Supervisors shall not perform duties that take work time from Association members or reduce their work hours except in cases of emergencies. Supervisors may work alongside Association members to assist with tasks. Work time and work hours excludes overtime. If supervisor assistance with tasks

becomes a frequent occurrence and appears to be the result of a lack of adequate staffing, the Board will consider additional staffing.

Q. Custodian Non-Attendance Days and Overtime

All custodians shall work from 6:30 A.M. to 2:30 P.M. on all student non-attendance days. Exceptions will be if there is an activity in the building that requires a custodian to work later than 2:30 P.M. In this instance the custodians of that building will work on a rotational basis. Mandatory overtime may be required of custodians, in situations in which no custodians at the school have volunteered, starting with the custodian that has volunteered the least.

R. Additional Custodial Coverage

When a custodian is scheduled for a special event at a school with an anticipated attendance of more than 150 people and lasting for more than 2 hours, a discussion with the daytime custodian will occur to determine if a second custodian will be added for 2 hours to assist with the conclusion of the event and cleanup following the event. The additional custodial coverage provision is capped at 20 events per year.

## ARTICLE VII

### Leaves

A. Sick Leave

1. All twelve (12)-month employees shall be entitled to a total of twelve (12) sick-leave days with full pay per school term. After ten (10) years of service and for every year thereafter, each employee shall be entitled to a total of fourteen (14) sick-leave days with full pay per school term.
2. All other employees shall be entitled to ten (10) sick-leave days with full pay per school term. After ten (10) years of service and for every year thereafter, each employee shall be entitled to a total of twelve (12) sick-leave days with full pay per school term.
3. Such sick leave shall accumulate up to a total of 240 days. Those employees who have accumulated 240 days prior to the issuance of the next year's allotment shall be entitled to the additional contractual number of sick-leave days granted for use during the upcoming year.
4. Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, serious illness or death in the immediate household, birth, adoption, or placement for adoption, and/or to attend IEP/504 meetings for a child under the care of the non-certified employee. Sick leave can be taken in clock hours, via hour increments.
5. The immediate family, for purposes of this section, shall include the following: father, mother, stepparents, sister, brother, spouse, fiancé, children, grandparents, grandchildren, stepchildren, domestic partners, or those living in the immediate household, legal guardians, and corresponding in-laws.
6. The Board or its designee may require a physician's certificate of illness as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.
7. In the event of the death of a spouse, child, parent, or domestic partner, up to four (4) days will be granted and not charged against sick leave. In the event of the additional death(s) of a child or parent, up to four (4) additional days (per death) will be granted and not charged against sick leave.
8. In the event of the death(s) of a sibling, fiancé, grandparent, grandchild, uncle, aunt, niece, nephew, or in-laws up to four (4) days (accumulated total per year, not per death) will be granted and not charged against sick leave. In the event that additional days are needed, such days shall

be deducted from sick leave. One of these four (4) days of bereavement leave may be used in any year to attend funerals for individuals not allowed as sick leave.

9. Beginning with the 2021-2022 school year, a non-certified employee who has not used any sick days in the first semester shall be compensated with a \$125 stipend. A non-certified employee who has not used any sick days in the second semester shall be compensated with a \$125 stipend.

B. Donation of Sick Leave Days

In the event that an employee has exhausted his/her accumulated sick leave and personal leave, each employee of the district shall be allowed to contribute a maximum of two (2) sick-leave or personal-leave days for the use as sick-leave days to said employee. All employees shall be given up to two (2) opportunities to contribute days to said employee for a total of four (4) days per year. Said days shall be utilized in the order in which the employee received them.

- a. An employee who has depleted his/her sick leave and wishes to be considered for donated sick days shall obtain an eligibility form from BESP. The employee shall take the completed form to the Central Office for verification of eligibility.
- b. After receiving the completed verification form, the Association shall then notify members and the administration of the distribution of donated sick days.
- c. BESP will assign a member who will be responsible for the administration of donations of sick-leave days

C. Personal Emergency Leave

The Superintendent or designee may grant one day per year for Acts of God. This leave is intended to cover natural or man-made conditions that could not be anticipated by the non-certified employee. Additional approved emergency days will be charged to personal leave or to sick leave in consultation with the Superintendent.

D. Personal Leave

1. Employees shall be granted two (2) personal leave days per year under the following criteria:
  - a. A maximum of four (4) educational support employees shall have available personal leave on the first and last teacher attendance day and prior to or after each scheduled holiday.
  - b. A minimum of forty-eight (48) hours notice must be given. Once submitted the request shall be acted upon, if feasible, within twenty-four (24) hours.
  - c. Leave requests may be denied if substitutes are not available.
  - d. The superintendent has the authority to approve requests with less than a 48-hour notice, on a case by case basis.
2. Employees can accumulate up to four (4) days of personal leave.
3. At the end of the year, unused personal leave in excess of two (2) days shall accumulate as sick leave.

E. Association Leave

Nine (9) days Association leave shall be granted. These days may be used for conferences and meetings out of district. In addition, the Association President may use two (2) days of the allotted nine (9) days for Association business. Two (2) days notice will be given when possible. The Association will pay the cost of the substitute.

F. Leave of Absence

1. A leave of absence up to two (2) years may be granted to any employee upon approval of the Board.
2. Any additional leave negotiated for the duration of this agreement shall be added to this section.



3. Employees will not misuse any leave granted by the Board or its designee. Misuse of leave shall result in the docking of pay. Misuse of leave may also result in dismissal in accordance with provisions of this Agreement.
4. Unpaid leave will be subject to approval of the Superintendent. Failure to obtain prior approval may be subject to discipline. The use of unpaid leave, in the form of employee requested dock days, may have a negative impact on an employee's evaluation.
5. The reduction in compensation for unpaid leave may be spread across multiple pay dates, at the discretion of the business office, to ensure that all employee elected payroll deductions can be covered.

G. Disability Leave

1. Employees unable to work because of a disability leave (not to include workman's compensation or sick leave) will not accrue vacation days while on leave. Vacation days (per disability leave as above) will be pro-rated based on time worked between anniversary dates.
2. Twelve (12) month employees returning to work after July 1 and all other employees returning to work after the first scheduled work day of the school term will have sick days pro-rated based upon the remaining workdays until the end of the fiscal year for twelve (12) month employees and to the end of school year for nine (9) month employees.
3. Twelve (12) month employees returning to work after July 1 and all other employees returning to work after the first scheduled work day of the school term will have the one (1) personal leave day pro-rated based upon the remaining workdays until the end of the fiscal year for twelve (12) month employees and to the end of school year for all other employees as follows:
  - a. Employees who return to work after one fourth (1/4) to three fourths (3/4) of their work year is passed, will be granted one-half (1/2) of one personal day.
  - b. Any employee who returns to work after three fourths (3/4) of his/her work year is passed will lose his/her personal leave day for that school year.

H. Jury Duty

An employee serving jury duty will be paid his/her regular wages with deduction, as is required by IMRF. Notification of compensation that is paid to him/her from the county must be turned into the Central Office. The employee should report to work when he/she is excused from jury duty.

**ARTICLE VIII  
Paid Holidays and Vacations**

A. Holidays

1. All employees will be paid for the following holidays:
  - Labor Day
  - Columbus Day
  - Veterans' Day
  - Thanksgiving Day
  - The day after Thanksgiving Day
  - Christmas Eve
  - Christmas Day
  - New Year's Eve
  - New Year's Day
  - Martin Luther King's Birthday
  - Presidents' Day

2. Twelve (12) month employees and those working, receiving compensation for, the work day before the holiday and the work day after the holiday will be paid for the following holidays:
  - Memorial Day
  - Juneteenth (as required under Illinois' law)
  - Fourth of July
3. Holidays that fall on the weekend or on a student attendance day may be traded at the discretion of the district or may be paid as an additional workday that is not computed as overtime pay.
4. Employees taking unpaid leave the work day before or after a holiday will not be paid for the holiday.

**B. Vacation**

1. Twelve (12) month employees will receive paid vacation based on the following years of service:
 

|          |         |
|----------|---------|
| 1 year   | 1 week  |
| 2 years  | 2 weeks |
| 5 years  | 3 weeks |
| 10 years | 4 weeks |
2. Vacation request submitted via the absence management system less than five (5) days prior to the first day of vacation may be denied.
3. Custodial Vacation Time
 

Twelve (12) month custodians may use their vacation time at any time with the following exceptions:

  - a. No vacations may be taken the week prior to school starting and the week of school starting.
  - b. A substitute will be provided in the custodian's absence during the school year, at the discretion of the building administrator or Director of Maintenance & Transportation.
  - c. The ability to take such vacation is predicated upon the availability of a substitute.
  - d. If more than one custodian in the same building wants the same week of vacation during the school year, the decision shall be determined by the custodian who submitted his/her request first.
4. Maintenance Vacation Time
 

Twelve (12) month maintenance staff may use their vacation time at any time with the following exceptions:

  - a. No vacations may be taken the week prior to school starting and the week of school starting.
  - b. If multiple maintenance employees want the same week of vacation during the school year, approval for more than one employee will be decided by the Director of Maintenance & Transportation and determined by the maintenance employee who submitted his/her request first.
5. Should an employee exhaust all sick leave days, he/she may, with written approval from the superintendent, use vacation days for the remainder of the illness without providing a five (5) day notice.
6. Any secretaries, working less than twelve (12) months and currently receiving paid vacation, will continue to receive their existing vacation day allotment.

**ARTICLE IX  
Seniority**

**A. Definition of Seniority**

1. For purposes of the agreement, "seniority" shall be defined in two (2) ways:
  - a. District Seniority shall mean an employee's length of continuous service within the district based on the employee's work year. Nine (9) and ten (10) month employees will have one (1)

year's experience for working their full work year. Said service will be computed from the first day of current uninterrupted employment with the district. The "first day" shall be defined as the first day of employment after an employee is officially hired by the Board.

- b. Category Seniority shall mean an employee's length of service in a particular job category as defined below. Said service shall be computed from the first day of employment after an employee is officially hired by the Board.
2. Ties shall be broken by district seniority. Ties in district seniority shall be broken by the flip of a coin.
  3. Seniority continues to accrue during any paid leave of absence, including workman's compensation-related absence and IMRF or social security disability- related absence.
  4. Seniority does not accrue during any unpaid leave of absence.
  5. Employees who are promoted or transferred out of the bargaining unit or category and subsequently returned to the bargaining unit or category without a break in service shall have their seniority computed from their first day of original employment, but will not be credited for the time spent outside the bargaining unit or category. They will retain but not accrue seniority in a previous category.
  6. In January, separate tentative seniority lists by category for all employees shall be prepared and posted in appropriate locations in the district. A copy of the seniority list shall also be provided to the Association President.
  7. The seniority listing shall include the name, current position, and years of continuous service, both district and category if different.
  8. An employee or the Association shall have ten (10) calendar days from the date of the posting of the tentative seniority list to file, with the superintendent or designee, written objections to the information shown on the list. After the period for objections has passed, the administration shall prepare and post a finalized seniority list by February 15.
- B. Probationary Period
1. A new employee shall be on probation for the first twenty-four (24) months of active employment.
- C. Categories of Position
1. Categories
    - a. Kitchen Staff
    - b. Kitchen Manager
    - c. Maintenance/Mechanic
    - d. Custodian
    - e. Bus Driver
    - f. Bus Monitor
    - g. Secretary
    - h. Part-Time Secretary
    - i. Paraprofessional
    - j. School Monitor
    - k. HVAC/Maintenance
    - l. Nurse
  2. The maintenance/mechanic and HVAC/maintenance category shall have seniority within the custodian category.
  3. Full time shall be defined as any position that has six (6) hours or more as a workday, except for bus drivers and bus monitors, who shall be defined as full time when they are assigned to a regular route.

4. The starting pay for HVAC/Maintenance shall be in the range of \$18.00 to \$35.00 per hour. If the District is unable to secure an HVAC/Maintenance person within this set range, then BESPA agrees to reopen this portion of the contract in order to provide the district flexibility.
5. The BESPA agrees to work with the District in securing staff members for hard-to-fill positions, such as bus drivers, nurses, and HVAC, including exploring options as hiring bonuses.

## **ARTICLE X**

### **Vacancies, Promotions, Transfers, and Assignments**

#### **A. Posting Vacancies**

1. The term "vacancy" shall refer to a permanent position that has either been newly created by the Board or that the Board previously created or has redesigned and that it intends to continue, but will be vacated by the present incumbent.
2. When a permanent vacancy occurs, the district shall post the vacancy internally and on all union bulletin boards for a period of at least three (3) working days before the vacancy is filled. During the posting period, interested employees may apply for the vacancy. After three (3) days of internal posting, positions will be posted publicly.
3. During the summer when school is not in session, the district shall post vacancies in the Central Office for five (5) days and shall notify the Association by email to inform those individuals who have requested notification of potential vacancies that are created during this period.
4. Vacancies occurring from fifteen (15) calendar days preceding and up to the first attendance day of the new school year will be posted at all buildings, the Central Office and on the District Website for two (2) business days.
5. A newly created position shall be posted in the same manner as all other vacancies.

#### **B. Filling Vacancies**

1. It is agreed that vacancies shall be filled by the most qualified applicant available.
2. When determining the qualifications of the various applicants, Administration shall take into consideration the following: skill and ability; work performance; categorical or like experience; whether or not the applicant is an employee of the district; and seniority, when applicable.
3. Current employee shall be considered for all vacancies for which they apply.
4. Final determination for filling all vacancies rest with Administration and the Board of Education.

#### **C. Vacancies Due to IMRF Disability, Unpaid Leave, or Workman's Compensation**

1. Any position vacated due to IMRF disability, unpaid leave, or workman's compensation, for more than one (1) calendar year (12 months and 1 day), will be posted as a permanent vacancy.
2. In the event of the return of the employee on IMRF Disability, he/she will be placed in a comparable position in that category.
3. In the event of the return of an employee on workman' compensation, he/she will be placed back in the exact and same position when returning after less than one (1) year. Employees will be placed in a comparable position if the absence has been more than one (1) year.
4. In the event of the return of an employee on unpaid leave, he/she will be placed in a position in his/her same category according to his/her seniority.

#### **D. Temporary Assignment and Substitution**

1. If an employee is temporarily assigned to another job or substitutes for another job during his/her regular work hours, the employee shall receive the sub rate of pay for that job or his/her current rate of pay, whichever is greater.

2. If an employee voluntarily substitutes outside of his/her regular work hours, the employee shall receive the sub rate of pay for that job or his/her current rate of pay, whichever is greater.
- E. Notification of Assignment  
If their tentative assignment for the next school year is changed, paraprofessionals will receive notification of that change at least two (2) weeks before the start of the next school year. The superintendent may involuntarily transfer employees when an emergency exists, as defined by the superintendent.
- F. Reassignment Procedures  
Any employee involuntarily transferred without seniority consideration shall be given, upon request, the reasons for the involuntary transfer and may appeal such reason to the Board for a reversal of such transfer.
- G. Change of Category or Position
1. Credit for work outside the district may be given for full-time work in a related position, but such credit will not exceed two years.
  2. When an employee is reassigned from a related category, the employee shall receive full experience and salary placement credit based on the number of hours worked and experience.
- H. Extra Hours  
Any hours worked beyond the regular assigned workday are subject to the approval of the district. For the duration of this contract, all custodians, except part-time custodians, working during the summer intercession shall work an eight (8) hour day, unless the district has elected to run the 4-day work week during the summer intercession.
- I. Custodians  
A late-shift pay differential of fifty (50) cents per hour shall be paid to any custodian working the late shift. Late shift hours shall be any person starting work at 2:00 P.M. or after.
- J. Guaranteed Number of Days Per Year
1. In the event of any Illinois State Board of Education (ISBE) approved Acts of God days, those days will be rescheduled.
  2. The following employee categories are guaranteed the number of days listed per school year:
    - a. School-year employees: paraprofessionals, school monitors, kitchen managers, kitchen staff members, bus drivers, and bus monitors shall work the actual number of student attendance days. All of these days, including but not limited to early release dates, P/T conference dates, PLC dates, and end of quarter/semester dates shall total the employee's regularly scheduled hours per day.
    - b. Ten (10) month employees: secretaries shall work the same days as the teachers and shall work a minimum of twenty (20) additional days. These days shall total the employees' regularly scheduled number of hours per day. These numbers do not include paid holidays.
    - c. Paraprofessionals and school monitors shall work a minimum of one-half (1/2) day on the back-to-school in-service day. Bus drivers and bus monitors shall be provided a half-day (1/2) in-service either on the back-to-school in-service or another day to be determined.
  3. Employees already at work shall not lose pay or benefits when buildings are shut down for emergency, crisis, weather, or Act of God days.
  4. Duties to be delegated in job categories.

- K. Food Services Employees
  1. Part-time kitchen staff and full-time kitchen staff will use the same salary schedule.
  2. Part-time kitchen staff moving to the full-time kitchen staff category will not lose their position on the salary schedule.
  
- L. Hours Per Day
  1. Bus drivers and bus monitors shall work a minimum of 4 hours per day, on days when school is in session. When not scheduled to a run, bus drivers and bus monitors impacted by this provision may be assigned other tasks outside of their category without any additional compensation added to their present hourly rate.
  2. Unless using approved leave, employees shall work their total regularly scheduled hours per day on all required work days, including but not limited to early release dates, P/T conference dates, PLC dates, and end of quarter/semester dates.

**ARTICLE XI**  
**Reduction in Force, Layoff, and Recall**

- A. When a Reduction in Force (RIF) becomes necessary, the Board will make such reductions by attrition if possible. Otherwise, layoff and recall shall be by category and seniority, with district seniority used as the tie-breaker. Employees shall retain recall rights for two (2) calendar years from date of notice.
  
- B. In no case shall a new employee be employed by the Board while there are employees on recall who are willing and qualified for the vacant or newly created position within their category or related category.
  
- C. Laid off employees, on recall status, may continue their insurance coverage with the district by paying the regular monthly premium for such coverage to the Board, subject to the conditions of the carrier.
  
- D. Notices of recall shall be sent by certified mail, return receipt requested, to the employee's last known address. The employee has the obligation to maintain current address with the administration.

**ARTICLE XII**  
**Conditions of Employment**

- A. Subcontracting
  1. 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 that do not replace employees such as plumbing, electrical, or remodeling and that employees do not have the equipment or the qualifications to perform.
  2. Upon prior-written notification to the Association, the Board may investigate, research, and solicit information from contractors. The Board shall provide a copy of such information to the Association upon request.
  3. Further, consistent with the Illinois Educational Labor Relations Board (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. The use of coaches, sponsors, or other school employees to transport students on special district-owned white activity busses is permissible.

**ARTICLE XIII**  
**Training, Licensure, and Professional Growth**

- A. Pre and Post Employment Physicals, Testing, and Assessment  
All pre and post employment physicals, drug testing, and assessment required by the district or by the state shall be paid by the district if performed by the person/place selected by the district.
- B. Paid Meetings  
The district shall compensate employees for the time required for meetings and training sessions that are required by the state or by the district that do not occur during the employee's regularly-scheduled work hours, providing the employee attends such meetings/sessions.
- C. Paraprofessional Training and Professional Growth
  1. Paraprofessionals may be eligible to attend training opportunities, workshops, and/or seminars that are related to the employee's job and if approved, shall receive reimbursement for registration and related fees upon completion of the training. Other expenses may be reimbursed in accordance with district policy.
  2. Paraprofessionals may be eligible to attend district technology trainings and other district trainings that are related to the employee's job. Should such trainings occur during the non-duty time, employees will be paid according to their hourly per diem rate.
- D. Kitchen Staff Trainings  
Mandatory trainings shall be paid for by the district, to ensure that the required number of kitchen staff per kitchen met USDA, or other state/federal agency, guidelines. Kitchen staff shall be compensated for their time in the trainings at their hourly rate.

**ARTICLE XIV**  
**Wages and Benefits**

- A. Completion of Time Sheets  
Time sheets for all classified (non-certified) personnel must be completed for work days one (1) through fifteen (15) and submitted to the District Bookkeeper no later than the close of the business day two work days after the close of that pay period. The time sheets for the sixteenth (16th) through the last day of the pay period must be completed and submitted to the District Bookkeeper no later than the close of the business day two work days after the close of that pay period. For the work days one (1) through fifteen (15), the pay date will be the thirtieth (30th) of the pay month; for the work days sixteen (16) through the last day of the month, the pay date will be the fifteenth (15th) of the following month.

In reference to the above paragraph, for the 2023-2024 school year and forward, regular hourly compensation for all 12-month classified (non-certified) personnel will be annualized with a total of 24 pay dates starting on July 15th of the school year and ending on June 30th of the school year, with pay dates on the 15th and 30th of each month between these two dates. In reference to the above paragraph, for the 2023-2024 school year and forward, regular hourly compensation for all non-12-month classified (non-certified) personnel (excluding bus drivers and bus monitors) will be semi-annualized with a total of 21 pay dates starting on August 30th of the school year and ending on June 30th of the school year, with pay dates on the 15th and 30th of each month between these two dates. The provisions of this paragraph may be ended by the Board at the conclusion of any school year, following notification to the BESPAs leadership.

B. Timing of Raises

1. All employees with at least 6 months of service, as of July 1st of a calendar year, will receive the contractually bargained raise effective July 1st of the same calendar year.
2. All employees with less than 6 months of service, as of July 1st of a calendar year, will receive the contractually bargained raise effective July 1st of the following calendar year.
3. For the 2023-2024, 2024-2025, and 2025-2026 school years, the timing of raises will be based upon the BESPA Hourly Rate Calculator.

C. Wage Increases

2023-2024 School Year - Employees will receive the starting rate plus years of service factor, as determined by the BESPA Hourly Rate Calculator, or a \$0.60 per hour increase to their current hourly rate, whichever is greater.

2024-2025 School Year - Employees will receive the starting rate plus years of service factor, as determined by the BESPA Hourly Rate Calculator, or a \$0.50 per hour increase to their current hourly rate, whichever is greater.

2025-2026 School Year - Employees will receive the starting rate plus years of service factor, as determined by the BESPA Hourly Rate Calculator, or a \$0.50 per hour increase to their current hourly rate, whichever is greater.

D. Starting Rates

| Category          | 2022-2023 School Year | 2023-2024 School Year | 2024-2025 School Year | 2025-2026 School Year |
|-------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Bus Drivers       | \$19.40               | \$20.15               | \$20.55               | \$20.90               |
| Bus Monitors      | \$13.10               | \$15.55               | \$15.90               | \$16.25               |
| Custodians        | \$16.00               | \$17.40               | \$17.90               | \$18.25               |
| Kitchen Managers  | \$16.50               | \$17.85               | \$18.45               | \$18.80               |
| Kitchen Staff     | \$13.60               | \$15.65               | \$16.25               | \$16.60               |
| Maintenance Staff | \$19.40               | \$21.95               | \$22.80               | \$23.15               |
| Nurses            | \$28.00               | \$28.45               | \$28.80               | \$29.15               |
| Paraprofessionals | \$14.20               | \$16.30               | \$17.05               | \$17.40               |
| School Monitors   | \$13.10               | \$15.55               | \$15.90               | \$16.25               |
| Secretaries       | \$14.85               | \$16.70               | \$17.40               | \$17.75               |

E. Payroll Deductions of Association, IEA, and NEA Dues

In accordance with Board policy, payroll deductions for Association, IEA, and NEA dues shall be made based on an authorization form supplied to the Administration by the Association, which must be freely revocable by the employee. The Association agrees to indemnify and hold the Board harmless against any claims, charges, demands, suits, or other forms of liability that may arise by reason of any action taken or omitted by the Association or the Board in complying with the provision of this section, including reimbursement for any legal fees or expenses incurred in connection therewith. Yearly Association dues will be deducted in equal installments during the pay schedule in which employees are compensated.

F. Retirement Benefits

Support personnel who are at least fifty-five (55) years of age, have worked the equivalent of ten (10) years as a full-time employee in the Bethalto School District, and submit an irrevocable letter of retirement at least six (6) months, but no earlier than one (1) year, prior to his/her last paid day of employment shall be eligible for the following retirement benefit package upon retirement.



#### Letter Submission Scenarios

1. If you plan to retire at the end of the 2nd semester, you must submit your letter no later than December 1st of the same school year.
2. If you plan to retire at the end of the 1st semester, you must submit your letter no later than July 1st of the same school year.
3. If you plan to retire at any other time, you must submit your letter no later than six (6) months prior to your last paid day of employment.

#### Benefit Package

1. The employee with 10-19 years of service upon retirement will receive a post-retirement bonus payment in the amount of \$275.00 for each completed full year of service in the Bethalto School District. The employee with 20-24 years of service upon retirement will receive a post-retirement bonus payment in the amount of \$325.00 for each completed full year of service in the Bethalto School District. The employee with 25-29 years of service upon retirement will receive a post-retirement bonus payment in the amount of \$350.00 for each completed full year of service the Bethalto School District. The employee with 30 or more years of service upon retirement will receive a post-retirement bonus payment in the amount of \$375.00 for each completed full year of service in the Bethalto School District.
2. The post-retirement bonus payment will not be reported to IMRF as creditable earnings.
3. The post-retirement bonus will be paid the second month after retirement. (Example: If the employee retires in the month of June, the post-retirement bonus will be paid in August.)
4. If the post-retirement bonus is deemed IMRF creditable earnings during the course of the contract and results in a district owed penalty payment to IMRF, the BESPAs agree to reopen this language with the goal of eliminating such penalty payments.
5. During the employee's last month before retirement, the employee may take any vacation days that have been accumulated and not taken.
6. The employee may use accumulated sick leave, up to 240 days, to buy service credit from IMRF.
7. Any employee with forty (40) years seniority will be paid thirty (\$30.00) dollars for each unused sick day up to 240 days. Days used to buy service credit from IMRF are considered used days. Such payment will be paid the second month after retirement.
8. Employees with at least 15 years of service who meet all eligibility requirements, except for full-time status and potential eligibility for IMRF retirement, shall be eligible for retirement benefits at one-half (1/2) the benefit value.

#### G. Employee Overpayment

In the event of an overpayment, a reasonable payback plan mutually agreed upon by the involved employee and the Administration shall be developed and implemented. If such payback plan cannot be mutually agreed upon, or there is only one payroll remaining, it shall be deducted from the next available payroll.

### **ARTICLE XV**

#### **Insurance**

#### A. Support personnel shall receive the following insurance benefit package:

1. The Board, for each eligible full-time, non-certified employee shall pay 85% of the monthly premium for an individual health insurance plan, individual dental plan, and individual vision plan. The Board will pay an additional \$100 per month for eligible employees who enroll in an employee + spouse or employee + child(ren) health insurance plan. The Board will pay an additional \$200 per month for eligible employees who enroll in a family health insurance plan. An

eligible full-time employee, for the purpose of membership in the insurance program, shall be defined as one who works a minimum of six (6) hours per day, or as required under the Affordable Care Act. Furthermore, bus drivers who work a minimum of four (4) hours per day or an average of eighty (80) hours per month shall be considered eligible full-time employees for the purpose of membership in the insurance program. Once a bus driver is eligible for insurance benefits and maintains an average of eighty (80) hours per month, he/she shall retain his/her health benefits for the duration of the school term.

2. A joint committee will explore the feasibility of additional benefits to include dental, vision, and prescription card to all employees.
  3. Each employee who is not a member of the group health insurance program shall be provided with a term-life insurance policy in the amount of \$50,000 subject to the age restrictions set forth in the policy.
  4. Any full-time employee completing a year of service who is not rehired for the forthcoming school year shall be entitled to remain in the school district hospitalization insurance plan until August 31 of that year.
- B. Support personnel shall serve on the insurance committee to give input on the selection of any insurance provider being considered by the district.

#### **ARTICLE XVI Effect of Agreement**

- A. Savings Clause  
Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this agreement, if not affected by the deleted article, section, or clause.
- B. 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 modified only through the written and mutual consent of the parties. In addition, the parties acknowledge that during the negotiations that resulted in this agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or the specific agreement of the parties and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this agreement.
- C. No-Strike Clause  
The Association agrees that it will not strike during the period of this agreement.

#### **Article XVII Duration of Agreement**

Agreement shall be effective July 1, 2023 and shall remain in effect until June 30, 2026.

This agreement is signed this 3rd day of April, 2023.

In Witness Thereof

For The Bethalto Educational Support Personnel Association Organization (BESPA), IEA-NEA

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President

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Vice-President

For The Bethalto Community Unit School District 8 Board of Education (Board)

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President

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Superintendent