

Agreement

between

**North Boone CUSD #200
Board of Education**

and

North Boone Educational Support Staff

January 1, 2023 through June 30, 2026

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AGREEMENT

This Agreement is entered into as of the first day of January, 2023, by and between the NORTH BOONE COMMUNITY UNIT SCHOOL DISTRICT NO. 200 BOARD OF EDUCATION (hereinafter referred to as the "Board" and the NORTH BOONE EDUCATIONAL SUPPORT STAFF (hereinafter referred to as the "Association" or "NBESS").

ARTICLE I

RECOGNITION

The Board of Education of North Boone Community Unit School District #200 recognizes the North Boone Education Support Staff, IEA-NEA as the exclusive and sole bargaining representative for all regularly employed custodians, cooks, paraprofessionals, library assistants, lunchroom assistants, nurses, and secretaries. NBESS agrees to exclude, by specific position, the positions of bookkeeper and executive assistant to the Superintendent from the recognition clause of the NBESS collective bargaining agreement.

ARTICLE II

ASSOCIATION RIGHTS

FAIR SHARE

In the event the federal law for Fair Share changes, employees who are not members of the Association shall, commencing sixty (60) days after their employment, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the North Boone Education Support Staff (including the Illinois Education Association and the National Education Association). Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association.

The Association shall annually submit to the Board a list of the employees covered by this Agreement who are not members of the Association and an affidavit, which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for member-only benefit.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this Article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action; provided, however, the Board shall have the right to designate its own legal counsel in any such legal proceedings, subject to the approval of the Association, which approval shall not be unreasonably withheld, if such designation becomes necessary to protect its own interests, with the understanding that these indemnification provisions shall cover the cost of such representation.

DUES DEDUCTION

Any employee who is a member of the Association who has applied for membership may sign and deliver to the District an assignment authorizing the deduction of membership dues. Such authorization shall be continuous and will remain in effect from year to year unless the staff member, upon notifying the Association President and the District business office, revokes such authorization in writing. Such authorization shall include the deduction of the unpaid balance from the final check if the employee terminates employment prior to the payment of the full amount of the authorized deduction. Dues deduction privileges shall automatically be terminated when and if there has been a refusal to render full and complete service to the District.

RIGHT TO JOIN

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the employer through representatives of their own choosing and to engage in other lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection.

MEMBERSHIP

The District agrees not to encourage to join or to discourage employees from joining the Association. The District and Association agree that no member of the staff shall be discriminated against by reason of his or her membership in the Association or lack thereof.

USE OF SCHOOL FACILITIES

1. The Union President shall have the right to use District mail service, e-mail service, employee mailboxes and designated bulletin boards located in the faculty lounges for the following purposes:
 - Notice of union meetings, minutes of the union meetings, elections, results of elections, appointment of officers, and appointment of committees
2. In the event the Union desires to use the school building or facilities the Union President shall submit a request in writing to the building principal. The request shall state the purpose of the uses, the date of the use, and the length of the use. The Union shall be responsible for all the cleanup of the building or facilities and shall be billed for cleaning if the facility is not returned to a clean condition. The request shall be considered by the building principal and shall be subject to his or her written approval. Approval shall not be unreasonably withheld.

PAY PERIOD

Employees will receive their pay over (26 or 27) pay periods with the preferred method of payment being direct deposit. Pay periods shall fall on alternate Fridays.

ASSOCIATION LEAVE

The Association shall be allowed up to 4 days non-cumulative leave, in aggregate, in any school year without loss of pay where such leave is necessary for Association business. A written notification of such leave shall be submitted to the Superintendent at least 10 working days prior to the requested day or days of leave. Exceptions will be made for the President due to time constraints. The Association President shall be allocated 2 days for Association business. No more than 3 employees may utilize the leave at any one time.

DISTRICT MEETING AGENDA

The Board shall make available to the President of the Association the regular Board agenda and a copy of the treasurer's report at the time of distribution to Board members. The Board will provide a copy of the approved minutes of open session Board meetings after they have been approved. The Superintendent will provide copies of other non-confidential Board meeting information upon request by the Union President. No information will be made available to the Union prior to it being made available to the public or the Board. The determination of what is non-confidential is at the sole discretion of the Superintendent.

SUBCONTRACTING

The Board and NBESS will work together to contain cost and avoid subcontracting work or services.

LABOR-MANAGEMENT

There will be a minimum of two labor-management meetings each school year with the Superintendent. The first meeting is to be scheduled between September 15 and November 15, and the second meeting is to be scheduled between January 15 and March 15. These meetings can be canceled by mutual agreement.

Upon the request of either party, additional meetings will be scheduled.

It is expressly understood that these discussions do not constitute bargaining.

DISTRIBUTION OF CONTRACT

The District will post this Agreement on the District's website for employees to access.

ARTICLE III

MANAGEMENT RIGHTS

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

- A. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, and to promote, demote and transfer (employee maintains same job classification within the district) all such employees.
- C. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board policy or as the same may from time to time be amended.
- D. To determine work schedules, the hours of work, including the requirement of overtime assignments and the duties, responsibilities and assignments of employees with respect thereof.
- E. The initial pay rate of each new employee shall be as listed on Appendix A. The Board has the authority to offer any new employees with previous experience in a position, similar to the position which he/she was hired for, two percent (2%) per year of experience up to seven (7) years. This percentage shall be applied to the starting pay as listed on Appendix A.

BOARD POLICIES AND ADMINISTRATIVE PROCEDURES

An up-to-date copy of all Board policies and administrative procedures and exhibits, which affect terms and conditions of employment and work rules for employees covered by this Agreement, shall be available to the employees.

JOB DESCRIPTIONS

Job descriptions providing minimum required skills and duties shall be developed by the Board with input from the Association. Such descriptions shall be reviewed and updated when deemed necessary by the Board. Such descriptions shall be made available to all employees.

PROBATIONARY PERIOD

Any new employee in a position covered by this contract, shall be designated a "probationary" employee. The probationary period shall be one (1) calendar year from the date of hire. A probationary employee may be discharged without recourse at any time prior to the end of the probationary period.

NEW EMPLOYEE ORIENTATION

All new employees will be offered a paid new employee orientation session not to exceed six (6) hours. The Administration will work collaboratively with NBESS representation on the topics to be covered.

The Administration will inform new hires when a position is offered to them that the job classification is represented the Association and provide them with a copy of the contract.

The Administration will share a checklist with NBESS that covers information shared with new employees when a job is offered to them. The Administration will work collaboratively with NBESS to make sure the appropriate information is communicated.

TIME CARD

Each employee may be required to turn in a daily time card on a form to be developed by the administration. If time cards are implemented, time clocks will be available to all employees.

ATTIRE

The Board may require appropriate standards of dress and identification for employees.

ARTICLE IV

EMPLOYEE RIGHTS

PROGRESSIVE DISCIPLINE

The Board shall normally follow the philosophy of progressive discipline when dealing with the discipline of employees. Nothing shall prevent the Board from omitting steps of progressive discipline or proceeding directly to dismissal if the acts are serious in nature. No employee will be suspended with loss of pay or discharged except for just cause. No prior warning will be required if the act(s) is/are serious in nature.

PERSONNEL FILE

All communications, including evaluations by supervisors or administrators, commendations and validated complaints, directed toward the employee, which are included in the employee's official personnel file, may be reviewed by the employee. An employee may write a rejoinder to any document and ask that the rejoinder be included in the personnel file. The employee, upon reasonable request, may review the employee's personnel file excluding letters of recommendation.

Negative Materials:

After four (4) years, at the written request of the employee, materials of a disciplinary nature may be reviewed by the Superintendent and direct supervisor. If the problem has been corrected and has not recurred, a written statement so indicating may be attached to the employee's annual evaluation for that year and if so, a notation would be added to the original item.

ARTICLE V

WORKING CONDITIONS

MEETINGS

Employees will be paid for any meetings beyond regular work hours when attendance is required by an administrator.

If employee attendance is required at a meeting, the administrator will indicate this to the employee/s in writing at the same time that they inform the employee/s of the meeting date and time.

If an employee will be unable to attend a meeting they would need to get prior approval from an administrator.

LUNCH BREAKS

1. All employees who were hired prior to March 20, 2013 and who were not affected by the 2013-03-21 and 2013-06-24 RIFs will continue to receive a ½ hour paid lunch included in their regular work day.
2. All employees shall receive one (1) fifteen (15) minute paid break for each 4 hours worked. The timing of such breaks shall be mutually agreed upon by the employee and immediate supervisor.

Staff currently with a differential will have a half hour unpaid lunch break. Staff currently with a differential will be moved to a cell to accommodate that difference in pay.

All employees starting after March 22, 2013 who work 4.5 hours or more per day will be provided with a 30-minute unpaid lunch.

Lunch breaks for all employees will be free from all duties and responsibilities connected with the instruction and supervision of students.

ARTICLE VI

SENIORITY, LAYOFF, RECALL AND TRANSFER

SENIORITY

Seniority for all classifications is defined as the length of continuous service of an employee of the School District since the employee's most recent date of hire. Seniority will be credited from the date of hire for those employees successfully completing the probationary period. If there is a tie in seniority between two or more employees (i.e. two or more employees having the same length of continuous service) the date on the application for employment is the tie-breaker.

Termination of Seniority

Seniority is lost if the employee:

- a) Quits or resigns;
- b) Is discharged for just cause;
- c) Retires;
- d) Is laid off for longer than the applicable recall period (2 years); or
- e) Declines recall to former job category.

LAYOFF

If the Board decides to decrease the number of employees or the number of hours in any classification covered by this agreement, the least senior employee within the classification shall be laid off/reduced first, and so on. In the event of a layoff, seniority for staff members that have transferred positions and had a satisfactory rating in a position from another category will also be used to determine reductions. In the event that two or more employees share the same date for "Date in Position" the next criteria would be "Date of Hire" in the District. In the event that two or more employees are still equal in seniority and there is a reduction in force of one or more of these employees, the Administration has the right to determine which employee(s) will be reduced. This decision will be based on certification, qualifications, merit, ability, and relevant experience. The Superintendent will review this decision with the NBESS leadership before it goes to the Board for approval.

Following a Reduction in Force (RIF) employees receiving health insurance benefits that are terminated during the RIF and who are subsequently rehired by November 1st of the following school year will be reimbursed for any health insurance premiums paid by the employee during the period of non-coverage if the employee chooses COBRA coverage using the District insurance carrier and maintaining the same level of coverage.

Following a Reduction in Force (RIF) any member who has insurance benefits with the District shall be able to continue benefits until the day prior to the first day of school the following school year at no additional cost to the employee beyond what they would have incurred if employment was not discontinued.

RECALL

Recall shall be in effect for two full school years following layoff. Employees who have accepted a recall to another position shall still be entitled to vacancies in their previous position during this two-year period. If the Board has any vacancies in a classification covered by this Agreement, the Board shall first offer those positions to any employee who is honorably dismissed and is qualified to perform in that position in reverse order of layoff from said classification, unless the "Date in Position" date is the same, in which case the "Date of Hire" will be used as the next criteria. If there is still a shared "Date of Hire", the Administration has the right to determine the order of recall based on certification, qualifications, merit, ability, and relevant experience. This decision will be reviewed with the NBESS leadership before employees are notified of the recall.

Recall to positions that employees have not previously held, but for which they are qualified, will be determined by district seniority ("Date of Hire") of those honorably dismissed employees who have not been recalled when the vacancy occurs. If one or more of these employees have the same "Date of Hire", the Administration will have the right to determine the order of recall based on certification, qualifications, merit, ability, and relevant experience. This decision will be reviewed with the NBESS leadership before employees are notified of the recall.

The "Date in Position" for an employee called back to any position/category that they are qualified for will be the same "Date in Position" that they had prior to the recall.

An employee who declines a recall to a position that they are qualified for will be removed from the recall list.

VACANCIES AND TRANSFERS

- 1) The District shall advise the Association as soon as practicable of any resignations that occur at any time and prior to posting the resulting opening.

- 2) In filling bargaining unit vacancies, current bargaining unit employees who have requested in a timely manner to be considered for those vacancies shall be granted an interview.
- 3) The Association shall be notified of the name of anyone being hired into a bargaining unit position when approved by the Board.
- 4) Seasonal/temporary work opportunities will be posted.
- 5) Temporary positions that fall into bargaining unit classifications will not exceed 60 working days. Temporary positions that fall into bargaining unit classifications that extend beyond 60 working days will become permanent positions belonging to the NBESS Association.
- 6) Notices of vacancies shall be communicated by posting in all buildings and via "All Staff" e-mail during the regular school year. During the summer months, the District will post vacancies in the District Office along with utilizing the "All Staff" e-mail and paycheck mailings. Those employees not receiving paychecks in the summer, who want to be informed, will provide self-addressed envelopes. A failure to provide notice to employees during the summer shall not be subject to the grievance procedure.

ARTICLE VII

SALARY SCHEDULE

MAIN SCHEDULE

The following increases will be in effect for the duration of this contract:

- Year 1 (2023-2024): Half Steps back at 2%
\$1.75 increase on the hourly wage for current staff
- Year 2 (2024-2025): Remaining Steps back at 2%
\$1.25 increase on the hourly wage for current staff
- Year 3 (2025-2026): \$1.00 increase on the hourly wage for current staff

YEARS OF SERVICE BONUS

In addition, employees will receive an annual (paid by December 20th) lump sum bonus for years of service.

- 12-month employees must start by August 15th and work through June 30th of the next calendar year to earn 1 year of service credit for bonus.
- School year employees must start by October 1st and finish the school year to earn 1 year of service credit for bonus.
- Any employee with more than 25 unpaid days of leave in a year will not receive credit for 1 year of service.

Years of service- Starts with the 1st full year of service	Amount of bonus More than 3 hours/day	Amount of bonus part time employees 3 hours/day or less
3-4 years	\$ 50.00	\$ 25.00
5-9 years	\$200.00	\$ 50.00
10-14 years	\$300.00	\$100.00
15-19 years	\$400.00	\$150.00
20-24 years	\$500.00	\$200.00
25+ years	\$600.00	\$250.00

LANE MOVEMENT

Employees on the Paraprofessional pay schedule can move to a higher lane twice per year. Original (unopened) transcripts received by the District Office by October 1st will qualify the employee for a lane movement that will be applied retroactively to the first day of the employee's work year. Original (unopened) transcripts received by the District Office by February 1st will qualify the employee for a lane movement that will be retroactively applied to the first work day of the

2nd semester of the school year. The pay adjustment will start on the 14th payroll of the year.

INTERNAL SUBSTITUTION

An employee who substitutes for another NBESS employee in the District shall be paid at his or her regular rate of pay or the rate of the employee who is substituted for, whichever is greater. Example 1: A Teacher Assistant on Step 20 who subs for a Secretary who is on Step 5 will still be paid his/her regular rate of pay for the substituted hours. Example 2: An Assistant Cook on Step 6 who subs for a Head Cook will get the Head Cook, Step 6 pay for the substituted hours.

In the event the employee is substituting for a teacher, the following rates will be paid over and above their regular pay for the day:

*HS & MS: 4 or fewer class periods: \$50.00 per class period (plus IMRF)
More than 4 class periods: \$130.00 (plus IMRF) or amount on current Substitute pay scale, whichever is higher.*

*Elementary Schools: 4 or fewer hours: \$50.00 per hour (plus IMRF)
More than 4 hours: \$130.00 (plus IMRF) or amount on current Substitute pay scale, whichever is higher.*

An employee has the right to decline an internal substitution without being penalized or disciplined.

APPROVED OVER-TIME

All time beyond the employees' regular workday is subject to prior approval by the administration.

403B COMMITTEE

A Board directed 403(b) committee, including a member of the Association, will be convened prior to any changes in the North Boone Community Unit School District #200 403(b) Plan. No changes shall cause the District to incur a cost for the administration of the plan.

RETIREE SUBSTITUTE PAY

Members who retire during or following the 2009/2010 school year, who have 8 years or more of service, who subsequently substitute for a District employee in the same classification from which they retired will be paid a 20% premium over the Board approved substitute rate. When an assignment exceeds 5 days, the premium will increase to 30%.

ARTICLE VIII

EXTRA ASSIGNMENT SCHEDULE

CONTRACTED EXTRA DUTIES

If a member of the bargaining unit performs extracurricular duties that are approved by the Administration, that employee shall be compensated at the base rate of the extracurricular duty (without TRS) and the board shall pay the employee share of IMRF for that extracurricular duty.

ARTICLE IX

HOSPITALIZATION AND MAJOR MEDICAL INSURANCE

The Board, throughout the term of this Agreement, will maintain a group major medical and dental insurance policy. The Board reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the insurance coverage in effect at that time. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, and prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Through the term of this contract the Board will pay the individual member's group major medical and dental insurance policy premium for all full-time employees. Full time employees are defined as employees who work and are paid for at least six (6) hours a day on a five-day a week basis for the school year.

The Board may provide a high-deductible insurance plan with a Health Reimbursement Account. The Health Reimbursement Account shall be funded solely by the Board and not by the employees. Employees shall be reimbursed for all additional amounts actually paid because of the higher deductible that would not have been assessed against the deductibles set forth in the table below.

Reimbursement requests shall not be denied without written explanation describing the reason(s) for the denial and stating any necessary steps required to have the reimbursement approved. Such explanation must be provided within a reasonable amount of time from the employee's submission of a reimbursement request. Reimbursement will be concluded within ten business days of submission of a reimbursement request. A reimbursement request form will be available on the district employee portal.

Any changes to the deductible and out of pocket costs of any insurance program, except for out of network costs, will not affect the employee. Employee deductibles and out of pocket costs shall remain as follows:

Table 1

	In-network	Out-of-network
Single	\$ 500	\$ 5,000
Family	\$1,500	\$15,000
OOP-Single	\$2,500	\$ 9,000
OOP-Family	\$7,500	\$20,400

Through the term of this contract, the District will pay the individual members group major medical, vision and dental insurance policy premium for all full-time employees. The term of the insurance will run from September 1st to August 31st. All new employees will start on the first of the month following their start day. New employees hired after September 1st will begin insurance the 1st of the next month, unless the start date is before the 10th of said month, they will begin insurance immediately. Through the term of this contract, all full time Association members will pay a monthly contribution of \$10.00 toward their major medical.

Full-time employees that elect to do so may choose dependent coverage with the premiums for the coverage paid through payroll deductions. Employees may elect to do so annually during the open enrollment window. In the event a current part-time employee becomes a full-time employee the employee shall be eligible to take advantage of this provision. For full time members that choose dependent coverage, the District will contribute 45% of the employee's family dependent medical premium to offset the cost. In the event that other employee dependent options are available, the District will contribute 15% of the employee's spouse only medical premium and 10% of the employee's child/children only medical premium. The District will not contribute toward the employee's dependent dental or vision insurance premium.

Employees who choose not to take dependent health coverage during the annual open enrollment who experience life-changing circumstances that terminate other insurance coverage or add additional dependents may opt for dependent coverage outside the annual window within thirty (30) days of said life-changing circumstances.

A Board directed insurance committee, including members of the NBESS, shall convene annually no later than February to begin assessment of the current coverage. The committee will investigate alternative insurance carriers, coverage, and related matters to advise the Board. Nothing herein shall be construed to limit the Board's discretion as to the carrier or the insurance policy at the time.

The extent of coverage under any insurance policies referred to in this agreement shall be governed by the terms and conditions as set forth in the policies.

Any questions or disputes between the insurance provider and the insured concerning the insurance policies hereunder shall be resolved in accordance with the terms set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this agreement. However, nothing in this agreement shall be construed to relieve an insurance carrier(s) from any liability that it may have to the Board, employee or beneficiary of an employee.

An employee will not be required to accept District insurance.

ARTICLE X

PROFESSIONAL GROWTH

RECERTIFICATION

Board will reimburse new paraprofessionals for the application fee, and the cost of the license, for the ISBE Paraprofessional Educator Endorsement (ELS-PARA). This fee would be reimbursed upon completion of 90 work days and upon proof of payment made either within 30 days prior to first day of employment with the District or subsequent to being hired by the district.

The Board will pay for the test and certifications of the head cooks. The Board will pay for the certification of the assistant cooks to be “Food Handlers.”

If an employee is required to certify or recertify in order to maintain their current position, the District will pay for the cost of the program/test/certification/license necessary once it has been completed/passed. The District will not assume the cost incurred for test preparation.

EXTENDED FORMAL EDUCATION

Tuition reimbursement shall be made available for coursework that has been approved by the superintendent and has direct educational merit for purposes of gaining education/health certifications/licensure that benefits the District. The District shall reimburse an NBESS employee who makes proper application toward college credit and certification/licensure up to \$100 per credit hour, not to exceed the actual cost of tuition. A calendar year is defined as the beginning of the school year to the beginning of the following school year. Application for reimbursement will be linked to the current approval system. At the end of the calendar year, reimbursement shall be at the lesser of \$100 per credit hour or the actual cost of tuition. Total reimbursement for all staff will not exceed \$10,000 for each year of the contract in FY 2024, FY 2025, and FY 2026. Any unused money from a FY may roll over into the next FY. Spring/Summer transcripts must be received by October 1st and payout will be by November 20th. Fall transcripts must be received by March 1st and payout will be by April 20th. Transcripts that are received after October 1st or March 1st will be paid as part of the following reimbursement cycle. A course description and cost of tuition should be attached to the pre-approval form.

Employees that receive tuition reimbursement must remain with the District for three (3) years after completion of the last course. Should the employee leave the District prior to that time, the employee will pay back the amount reimbursed. Failure to comply will result in these payments being considered outstanding debts that may be grounds for collection action and/or reporting to credit bureaus. An exception to the foregoing paragraph will be made in the event that the employee qualifies for a "promotion" i.e. a Teacher or a Licensed School Nurse, and the employee is not offered a position for which he/she is now qualified. In this case, the employee will not be required to pay back the amount that they were previously reimbursed if they leave the District to pursue their newly qualified career.

The above language to go into effect beginning January 1, 2023. However, for the January 1, 2023 – June 30, 2023 time period the total reimbursement will not exceed \$5,000.00. Beginning July 1, 2023, the amount to be reimbursed shall not exceed \$10,000.00.

ARTICLE XI

LEAVES

PROFESSIONAL LEAVE

If the administration or the Board requests or requires attendance at professional conferences, the employee shall be entitled to attend the conference on a paid leave basis.

ADDITIONAL LEAVE

Leave for valid and legitimate reasons may be granted to employees with the approval of the superintendent and with no reduction of salary of the employee. The cost of the substitute may be deducted from the pay of the employee.

SICK LEAVE

Continuing employees will be granted sick and personal leave each year as follows:

- 12-month employees will receive 12 sick and 4 personal days
- 11-month employees will receive 11 sick and 4 personal days
- 9- and 10-month employees will receive 10 sick and 4 personal days

New employees hired and/or starting after the fiscal start date for their classification will have their sick and personal days prorated based on the number of days they will work that year divided by the number of days for the full fiscal year for the classification. This calculation will be rounded up to the nearest half ($\frac{1}{2}$) day or full day. No employee's sick or personal leave shall be prorated after completing the first fiscal year of employment.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, birth, adoption, or placement for adoption. For purposes of this section, the term "immediate family" shall mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Sick and personal leave shall be reported and charged in full or half day increments. If an employee's absence on a particular day is for a period of time equal to no more than one-half ($\frac{1}{2}$) of the scheduled hours of work, excluding any meal break, for that day, he/she shall be charged for one-half ($\frac{1}{2}$) day of leave. Any absence which exceeds one-half ($\frac{1}{2}$) of that day's scheduled hours of work shall be charged as a full day of leave.

One (1) of the allowed sick days per school year may be used for sick or bereavement that does not qualify under the definition of "immediate family".

Any employee who is absent for three (3) or more consecutive days due to illness may be required to submit to the Administration a statement from his/her physician certifying he/she is able to return to work.

An employee will be able to accumulate up to 260 days of sick leave that will roll over at the end of the year. Unused personal days will not accumulate. Unused personal days will be rolled over into the employee sick bank.

Staff with 260 days of accumulated sick leave will still be entitled to their annual sick and personal leave allocation for the current school year. Those days will not accumulate.

The Board shall notify each employee on or before September 30th of each year of the amount of accumulated sick leave.

Any employee that uses 4 or less sick, bereavement and/or personal days in one school year shall be granted an additional 4 sick days the following school year.

If this benefit creates any additional penalty or charge from IMRF, the benefit will be renegotiated.

FAMILY MEDICAL LEAVE ACT

The Board will provide leave and benefits as mandated by the Family Medical Leave Act (P.L. 103-3) as promulgated by the United States Department of Labor.

JURY LEAVE

Any employee who is called for jury duty or appears in response to a subpoena as a witness in a court trial in which the employee is not a party, when he/she otherwise would have been scheduled to work, shall be paid for the regular straight-time hours he/she would have worked but for such service.

ARTICLE XII

HOLIDAYS AND VACATION

HOLIDAYS

Twelve-month employees shall receive the following paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday or President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

Twelve-month employees who were employed by the district prior to July 1, 2012 will receive one additional paid vacation day in lieu of Casimir Pulaski's Birthday.

VACATION

Twelve-month employees shall be eligible for paid vacation time based on the number of years of service in the District.

- | | |
|---------------|---------|
| After 1 year | 10 days |
| After 5 years | 15 days |

Vacation days must be scheduled with the approval of the administration. Failure to request vacation days during the fiscal year granted shall result in the forfeiture of those days. In the event that leave is requested and denied, the vacation days will be carried over until July 31 of the following fiscal year.

For employees who start after July 1st, the annual vacation days will be accruing, such that, on July 1 of their first year the employee will have prorated vacation days available to use during that fiscal year. The prorated calculation will be based on the actual number of days worked from the start date until June 30th divided by the number of days in the classification's work year times 10 vacation days. On the employee's sixth July 1st, the employee will be entitled to 15

vacation days per fiscal year. In subsequent years, for continuing employees, the full year's vacation days will be available on July 1st.

As the days are actually accruing during the course of the year, an employee who leaves before the end of the fiscal year would have their unused vacation time paid out along with a payout for any accrued vacation days, prorated based upon their actual number of days worked divided by the number of days in the classification's work year.

ARTICLE XIII

RETIREMENT

BOARD-PAID RETIREMENT CONTRIBUTION

The District agrees to pay the required retirement contribution of 4.5% of total earnings on all credible earnings to the Illinois Municipal Retirement Fund (IMRF) based on the current IMRF rate, which will be non-taxable according to the provisions of Internal Revenue Service Code Section 414 (h) (2).

RETIREMENT BONUS

Employees who have a minimum of fifteen (15) years of service to District 200 and wish to retire pursuant to the IMRF System of the State of Illinois and who notify the Superintendent with a letter at least three (3) months prior to their last day of service, of their decision to retire, shall receive the following benefit.

The District will pay each employee that meets the foregoing eligibility requirements a one-time salary stipend of \$100 per year for each full year of District 200 service to a maximum of \$3200, to be paid as a lump sum by the second (2nd) regular payroll following Board approval of the retirement, at which time retirement shall be irrevocable.

In addition, the District will pay each employee that meets the foregoing eligibility requirements a per diem payment of \$30.00 for sick days in excess of 221 days not applied toward IMRF. If the employee has personal days left, they will also be paid at \$30.00 per diem.

ARTICLE XIV

GRIEVANCES

GRIEVANCE PROCEDURE

A grievance shall be any claim by an employee, or group of employees that a specified provision of the Agreement has been violated. Time limits are days when the District Office is officially open for business. The parties acknowledge that an employee may resolve problems through free and informal communications; however, a grievance shall be processed as follows:

Step 1 - The grievant shall attempt to resolve the grievance by oral discussion with his or her immediate supervisor or principal. If the issue is deemed to be outside of the immediate supervisor or principal's scope or authority, informal discussion may be held at the district level by mutual consent. Grievances must be filed within fifteen (15) days of the acts or events that are alleged to violate the contract. Failure to file the grievance within the time limits shall bar the processing of the grievance.

Step 2 - If a settlement cannot be reached within fifteen (15) days after the discussion in Step 1, the grievant may present the grievance in writing to the Superintendent, who will arrange for a meeting to take place within fifteen (15) days after receipt of the grievance. The grievance must identify the section(s) of the contract that are alleged to have been violated and the events /actions that are alleged to have violated the specified sections. Within fifteen (15) days of the meeting, the Superintendent shall provide the grievant and Association with a written decision including reasons for the decision.

Step 3 - If the grievance is not resolved at Step 2, then the grievant may refer the grievance to the Board of Education for a hearing at its next regularly scheduled meeting. Within fifteen (15) days of the meeting, the Board shall provide the grievant and Association with a written decision including reasons for the decision.

Step 4 - If the grievance is not resolved at Step 3, the Association may submit the grievance to final and binding arbitration under the American Arbitration Association rules and procedures. The parties shall share arbitrator fees and expenses equally.

Time limits may be extended by mutual agreement.

An employee may be represented by an Association representative at any step-in procedure, including informal communications.

A grievance may be withdrawn at any step.

All records related to a grievance shall be filed separately from the personnel files of employees.

ARTICLE XV

UNINTERRUPTED SERVICES

NO STRIKE

During the terms of this agreement, the Association agrees not to strike, nor to engage in any concerted activity, which would result in a slowdown, or withholding of services.

ARTICLE XVI

NEGOTIATIONS

IMPASSE PROCEDURE

In the event impasse is reached as defined by the IELRA, the parties will utilize the services of the FMCS

ARTICLE XVII

EFFECT OF AGREEMENT

DURATION

This Agreement shall be effective upon execution, and shall remain in full effect until midnight on the 30th day of June 2026.

RENEGOTIATION

No item agreed to shall be deemed capable of renegotiation to be effective during the terms of this agreement unless mutually agreed to in writing by the parties.

CHANGES

The terms and conditions of this Agreement may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties or a ratified written amendment.

SEVERABILITY

If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional, illegal, void or otherwise unenforceable, all other provisions of this Agreement shall remain in full force for the duration of this Agreement.

**NORTH BOONE COMMUNITY UNIT
SCHOOL DISTRICT NO. 200
BOARD OF EDUCATION**

By: Edward Mulholland
President

By: B. Van
Secretary

**NORTH BOONE EDUCATIONAL
SUPPORT STAFF**

[Signature]
President

[Signature]
Secretary

APPENDIX "A"

<u>NBESS Starting Hourly Rates (BOE 3-2-23) without IMRE</u>									
<u>2023-2024</u>	Assistant Cook	Head Custodian	Assistant Custodian	Paraprofessional	Paraprofessional 60	Paraprofessional 90	Paraprofessional 120	Secretary	Nurse
\$15.50	\$14.50	\$17.50	\$15.50	\$14.50	\$15.00	\$15.50	\$16.00	\$15.50	\$26.00
<u>2024-2025</u>	Assistant Cook	Head Custodian	Assistant Custodian	Paraprofessional	Paraprofessional 60	Paraprofessional 90	Paraprofessional 120	Secretary	Nurse
\$16.50	\$15.50	\$18.50	\$16.50	\$15.50	\$16.00	\$16.50	\$17.00	\$16.50	\$27.00
<u>2025-2026</u>	Assistant Cook	Head Custodian	Assistant Custodian	Paraprofessional	Paraprofessional 60	Paraprofessional 90	Paraprofessional 120	Secretary	Nurse
\$17.25	\$16.25	\$19.25	\$17.25	\$16.25	\$16.75	\$17.25	\$17.75	\$17.25	\$27.75

<u>NBESS Starting Hourly Rates (BOE 3-2-23) with IMRE</u>									
<u>2023-2024</u>	Assistant Cook	Head Custodian	Assistant Custodian	Paraprofessional	Paraprofessional 60	Paraprofessional 90	Paraprofessional 120	Secretary	Nurse
\$16.20	\$15.15	\$18.29	\$16.20	\$15.15	\$15.68	\$16.20	\$16.72	\$16.20	\$27.17
<u>2024-2025</u>	Assistant Cook	Head Custodian	Assistant Custodian	Paraprofessional	Paraprofessional 60	Paraprofessional 90	Paraprofessional 120	Secretary	Nurse
\$17.24	\$16.20	\$19.33	\$17.24	\$16.20	\$16.72	\$17.24	\$17.77	\$17.24	\$28.22
<u>2025-2026</u>	Assistant Cook	Head Custodian	Assistant Custodian	Paraprofessional	Paraprofessional 60	Paraprofessional 90	Paraprofessional 120	Secretary	Nurse
\$18.03	\$16.98	\$20.12	\$18.03	\$16.98	\$17.50	\$18.03	\$18.55	\$18.03	\$29.00

Notes:

- 1) The increase for starting hourly rates from 2023-2024 to 2024-2025 is \$1.00
- 2) The increase for starting hourly rates from 2024-2025 to 2025-2026 is \$0.75
- 3) All starting wages were compared to existing staff wages to ensure starting wages are lower (Paraprofessionals)
- 4) All starting wages were compared to Step 2 of the existing contract