

COLLECTIVE BARGAINING AGREEMENT

between

BROWN COUNTY COMMUNITY UNIT SCHOOL

DISTRICT NO. I

and

BROWN COUNTY EDUCATIONAL SUPPORT PERSONNEL

2023 - 2026

TABLE OF CONTENTS

Article One - RECOGNITION

1.1 Recognition 1

Article Two - NEGOTIATIONS PROCEDURE

2.1 Presentation of Proposed Items for Negotiations 1  
2.2 Tentative Agreements 1  
2.3 Representatives 1  
2.4 Length of Times of Meetings 2  
2.5 Mediation 2  
2.6 Signing of Final Agreement 2  
2.7 Printing, Distribution, and Posting of Contract 2  
2.8 Labor-Management Committee 2

3.2 Procedure 3-4  
3.3 Additional Information 5  
3.4 No Reprisals Clause 5

4.1 Probationary Status 6  
4.2 Disciplinary Procedures 6  
4.3 Suspension with Pay 6

4.4 Just Cause Suspension Without Pay and Termination 6  
4.5 Probationary Status for Employees Who Change Positions 6

ASSIGNMENTS, VACANCIES, PROMOTIONS AND TRANSFERS, PROBATION, SEVERE ASSIGNMENTS, VACATIONS, STRIKE, etc.

7.1	Vacancies	11-12
7.2	Transfer	12

8.3	Employee Physical and Drug Test	14
8.4	Commercial Driver's License	14
8.5	Food Sanitation License	14
8.6	In-Service	14
8.7	Shift Changes	15
8.8	Breaks	15
8.9	Vacation	15-16
9.10	Holidays	16

11.5	Break Down Pay for Bus Drivers	26
11.6	IMRF Eligibility	26
11.7	Extra Trips	26-27
11.8	Electricity Allowance	27
11.9	Hourly Pay	27
11.10	No Change in Duties	27
11.11	District Uniforms	27
11.12	Paraprofessional Licensure	28
11.13	Bus Driver Incentive Program ("Incentive Bonus")	28

Article Twelve - MANAGEMENT RIGHTS

12.1	Management Rights	29
12.2	Individual Contracts	29
12.3	Savings Clause	29
<hr/>		
<hr/>		
12.4	Duration of Agreement	29

**ARTICLE ONE**

**RECOGNITION**

1.1

The Board of Education of Brown County Community Unit School District #1, Brown

[REDACTED]

2.4 Length of Times of Meetings

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

2.5

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

2.6

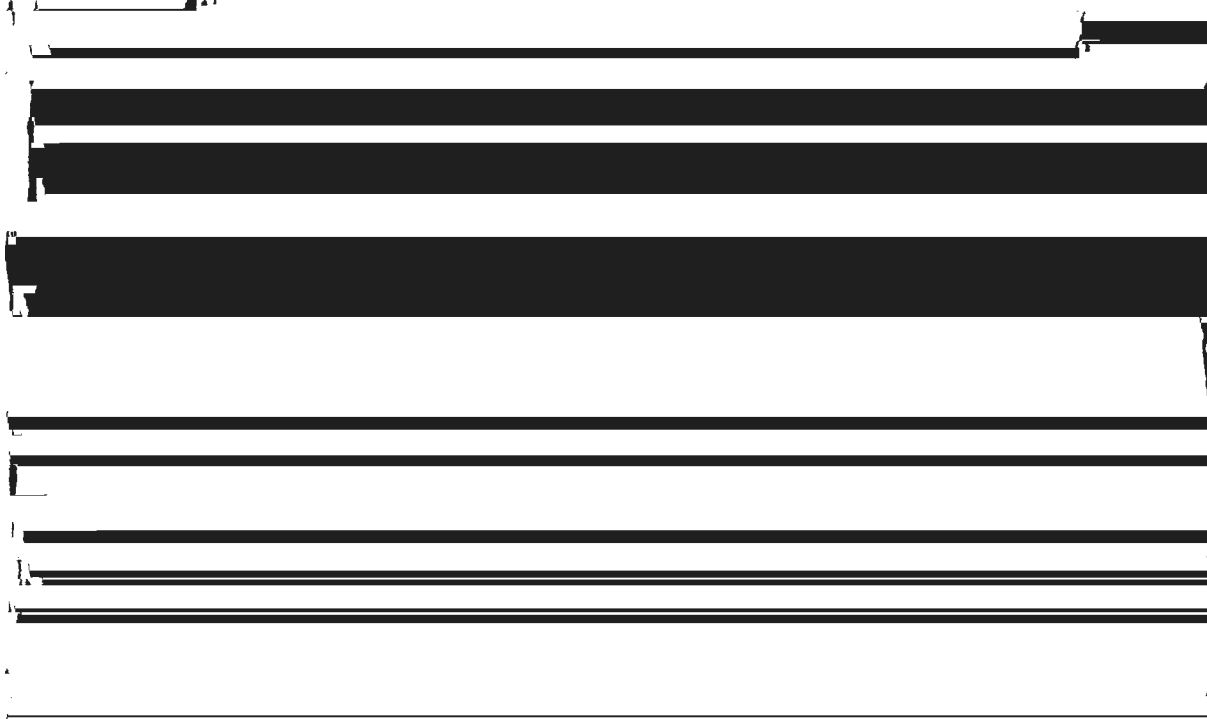
[REDACTED]

mid-term bargaining rights. Such changes shall be reduced to writing and signed by the

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

3.1

- A. A "grievance" shall be defined as a claim by an employee that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. Days shall be defined as regular, extended, or summer school contract days in which the District's business office is open.
- C. Nothing contained herein shall be construed as a limitation upon the right of individual employees or a group of employees to present grievances to their employer and have them adjusted without intervention of the Association as long as ~~the grievance is not inconsistent with the terms of this Agreement and the~~



Association has been given the right to provide a response prior to final adjustment of the grievance(s).

- D. A written grievance filed under this Article shall contain the following:

~~It shall be signed and dated by the grievant or grievants.~~

If however such informal processes fail to satisfy the employee, a formal grievance must

[REDACTED]

be processed as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual consent.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE FOUR

EMPLOYEE DISCIPLINE AND TERMINATION PROCEDURES

Probationary Status

[REDACTED]

Discipline Procedures

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE FIVE

EMPLOYEE AND ASSOCIATION RIGHTS

[REDACTED]

evaluations and other completed documents relating to the employee's performance or behavior shall be kept in the Superintendent's office. Materials that are currently being used for an evaluation or discipline shall be maintained in the personnel file. However, this shall not prohibit working documents or documents in progress regarding evaluation, behavior

Nothing in these provisions shall entitle an employee to review information

Dues Deduction

[REDACTED]

[REDACTED]

excluded by the Personnel Records Act of Illinois, or the contents of an uncompleted evaluation or related working documents, or to the disclosure of any records relating to an on-going investigation of employee wrongdoing.

5.2

A member of the bargaining unit who has applied for membership in the Association

[REDACTED]

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

Except for changes in deductions for group health insurance coverage (for those employees electing to participate in the Employer's group health insurance plan) caused by changes in family circumstances, as allowed by the plan, such as marriage, divorce, birth of a child, and the like, Employees shall be limited to two (2) authorization changes per program per year. Such changes may occur only

~~on September 1, and September 15, and January 1, and January 15. Changes~~

shall be effective with the next payroll period following the month in which the

change is made.

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

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

5.7 Delivery of Board Minutes

[REDACTED]

## EMPLOYEE EVALUATION

### 6.1 Evaluation

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

### 6.2

Job descriptions will reflect tasks/responsibilities that are directly related to the job title

description. Specific functions of the job can/will be adjusted to meet the needs of District

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

7.2 Transfer

1. The Board shall consider existing employees if they are qualified for and have the

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



ARTICLE EIGHT

CONDITIONS OF EMPLOYMENT

8.1

The regularly scheduled work week shall not exceed forty (40) hours, excluding a lunch period. This provision shall not include longer work hours due to special

This provision does not guarantee consecutive hours of work.

required trainings (mandated computer trainings and CDL refreshers, cleaning and  
maintaining buses, writing routing sheets and assignments, bus administrative work

driving routes and refueling buses.

## 8.2

- A Employees who are scheduled to work more than five (5) hours per day shall be entitled to a duty-free thirty (30) minute lunch period. However, with the approval of the employee's immediate supervisor such period may be extended to one (1)

hour. The lunch period shall be with no pay and not included in the employee regular work day. This provision shall not apply to bus drivers or any cafeteria worker.

8.7

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

[REDACTED]

8.8 Breaks

Employees scheduled to work seven (7) or more hours per day shall be entitled to two (2)

[REDACTED]

For purposes of this paragraph, the number of anniversary dates shall include only those since the most recent hire and shall not include prior service of an employee when that

[REDACTED]

employee has had a break in service.

8.10

[REDACTED]

Approved mileage claims turned in on the appropriate form on the last business day for the

8.13

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

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



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

If an employee changes category of position, seniority earned in that category of position

Reduction in Force Procedure Procedures

is not lost. No employee shall earn more than one year of seniority in any fiscal year. Fractional seniority shall be counted for employees who commenced employment mid-

year. For twelve or eleven month employees the employment year shall be deemed to begin on July 1 for purposes of counting seniority. For nine-month employees one year

**SICK LEAVE**

10.1

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

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

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

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

Sick leave may accumulate with no limit.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or

serious illness or death in the immediate family.

"Immediate family" shall include parents (including



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

D After the ESP has worked their last day and after the ESP has received their last

[REDACTED]

regular paycheck from the district, the board agrees to pay the retiring ESP \$25.00

[REDACTED]

E

[REDACTED]

the Board.

10.3 Leave for Jury Duty 10.3 Leave for Jury Duty

10.3.1 An employee called for jury duty shall be granted leave with full pay.

10.3.2 An employee called for jury duty shall be granted leave with full pay.

10.3.3 An employee called for jury duty shall be granted leave with full pay.

10.3.4 An employee called for jury duty shall be granted leave with full pay.

10.3.5 An employee called for jury duty shall be granted leave with full pay.

pay. Leave for jury duty shall not be counted against allowance for personal leave or sick leave.

10.4

- A. Each employee shall be granted three (3) paid days of bereavement leave if a death occurs in his/her immediate family. For the purposes of this section, "immediate family" shall include parents (including in-law and step), spouse, domestic partner, siblings (including in law and step), children (natural, adopted, foster, step or in

10.5

Leaves of Absence

Leaves of Absence

Leaves of Absence

[REDACTED]

receiving the approval of the Board. Each approved leave of absence shall be of the shortest possible duration required for the leave and shall be consistent with a reasonable continuity of instruction for students.

[REDACTED]

ARTICLE ELEVEN

11.1

- A. See Appendix A.
- B. The Salary Schedules applicable to this agreement are attached as Appendix A.
- C. Reduction in Force  
Any reduction in force must be done in compliance with the applicable provisions of the Illinois School Code, including 105 ILCS 5/10-23.5.
- D. Everyone that has served the district as a substitute (covered under the support services contract) for a period of one year will be placed on year two of the salary

health insurance will be deducted from wages on a pre-tax basis

For employees who work thirty (30) or more hours per week, the Board shall make a monthly contribution to the cost of district health insurance in the sum of \$7,750 in Year One of this Agreement, \$8,000 in Year Two, and \$8,250 in Year Three, or

the full cost of an individual employee premium whichever is less, in each year. Such employees may choose to not participate in the district health insurance plan, thus forfeiting the district's contribution. 50% of the dollar amount of the

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

IMRF Eligibility

communication shall be as follows:

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

11.6

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

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

11.8

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

11.9

All work performed under this agreement shall be paid on an hourly basis and shall be paid

[REDACTED]

employee's endorsement on an Illinois Educator License with Stipulations for

paraprofessionals up to \$50.00 once every five (5) years or, in the alternative, \$10.00 per year, upon submission of appropriate written evidence of payment and renewal to the Superintendent.

11.13

In each year of the contract, full-time and part-time bus drivers, specifically excluding



ARTICLE TWELVE

MANAGEMENT RIGHTS

12.1 Management Rights

~~Reserved exclusively to the Board are all the rights, responsibilities, powers and authority~~

~~[REDACTED]~~

given to it by the laws and Constitution of the State of Illinois and of the United States.  
Management rights include, but are not limited to, the maintenance of efficiency in

~~[REDACTED]~~

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

12.1 The Board retains the right to make and modify reasonable work rules and will seek

[REDACTED]

This agreement is signed this

2023

In witness thereof;

	A	A	
Starting Pay	23-24	24-25	25-26
Custodians	\$15.00	\$15.75	\$16.50
Kitchen	\$15.00	\$15.75	\$16.50
Paraprofessionals	\$15.00	\$15.75	\$16.50
Secretaries	\$15.00	\$15.75	\$16.50
	\$24.00	\$24.75	
	\$21.00	\$22.00	\$22.50
Mechanic	\$17.25	\$18.25	\$19.25
Bus Driver -blended			

	20%	6%	6%
Percent increase from previous year	20%	6%	6%
	20%	6%	6%
Custodians	20%	6%	6%
Kitchen	15%	6%	6%
		6%	6%
	\$17.25	\$18.25	\$19.25