

NEGOTIATED AGREEMENT

BOARD OF EDUCATION
BATAVIA EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION

BATAVIA PUBLIC SCHOOL DISTRICT #101

July 1, 2007
through
June 30, 2012

BATAVIA EDUCATION SUPPORT PROFESSIONAL ASSOCIATION

PROFESSIONAL CONDUCT

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Professional Conduct Commitment
July 1, 2007

We, the undersigned members of the joint BESP/Administration/Board of Education bargaining teams wish to record our commitment to building, maintaining, and enhancing a positive and professional working relationship. We acknowledge and celebrate our differences and similarities of interest because they combine to enrich our possibilities. We stand united in some deeper purposes and shared beliefs. We believe that a strong and effective school district is founded upon our ability to work well together. We further believe that a strong and professional relationship among the BESP membership, administration, and the Board of Education is critical for the improvement of education in the Batavia Public School District #101.

To create a climate of trust we pledge to do the following:

- Respect one another
- Actively listen to one another
- Communicate with candor and honesty
- Seek information before reaching conclusions
- Focus on the future and learn from the past
- Embrace the challenges of the future
- Use technology appropriately
- See problems as opportunities to work together
- Recognize and value each other's needs and interests
- Seek consensus whenever possible
- Celebrate our accomplishments
- Recognize each other's dignity, contributions, & responsibilities
- Encourage and support creativity
- Build shared vision

We recognize that it is our responsibility to educate new members of the stakeholder groups in the history and culture of our commitment to these beliefs and a collaborative relationship. We will regularly assess our progress in implementing these beliefs so that we can better live up to the spirit of this document.

1.0 PREAMBLE

The Agreement is between the Board of Education of District #101, Kane County, Batavia, Illinois (The Board) and the Batavia Educational Support Professional Association affiliated with IEA NEA, (BESPA).

2.0 RECOGNITION

The Board of Education of School District #101, Kane County, Batavia, Illinois, hereinafter referred to as the "Board", recognizes the BESPA, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all school service personnel, hereinafter referred to as employees, in the following job categories: Secretaries, Classroom and Learning Center Paraprofessionals, Registered Nurses, Campus Monitors, Lead Campus Monitor, Custodians and Maintenance, Maintenance Assistant, District Delivery Drivers. However, excluded from the bargaining unit are the Superintendent's Secretary, Assistant Superintendent/ Director for Curriculum's Secretary, Assistant Superintendent / Director of Human Resources' Secretary, Assistant Superintendent/Director for Business' Secretary, Bookkeepers, Administrative Special Project Secretary, Substitute Secretary, Central Office Head Custodian, and any other employee excluded from the definition of employee by the Illinois Educational Labor Relations Act (IELRA).

3.0 ASSOCIATION BUSINESS RELEASED TIME

The President of the Association, or his/her designee of the office may be released up to ten (10) days each contract year for Association business which cannot be handled on non-working time. Notice must be given to the Superintendent at least eight (8) days in advance of the absence. If a substitute is provided, the association will pay the salary of the substitute; the amount not to exceed the daily rate of the absent employee. Released time may not be taken in less than one-half day units. These days will in no way affect the sick leave or personal leave previously assigned under the terms of this agreement.

4.0 MANAGEMENT RIGHTS

All authority and duty vested in the Board by law to manage the School District shall remain vested exclusively in the Board or the Board's duly authorized administrators except to the extent expressly and specifically limited by this agreement.

5.0 GRIEVANCE PROCEDURE

5.1 A grievance is defined as a written claim that there has been a violation, misinterpretation, or misapplication of a specific provision of the agreement. No grievance shall be processed or entertained unless it is filed within twenty one (21) business days after the occurrence of the event-giving rise to the grievance. The following are the steps for processing of grievances.

Step 1

The grievant shall file his/her grievance in writing with the employee's immediate supervisor or designee within twenty one (21) business days of the occurrence or the event giving rise to the grievance. The employee's immediate supervisor or designee shall confer with the grievant in an attempt to resolve the grievance within fifteen (15) business days of the receipt of the grievance. A decision in writing shall be rendered to the grievant within five (5) business days of the conference.

Step 2

If a satisfactory disposition of the grievance is not reached at Step 1, the grievant may appeal to the Superintendent or designee in writing within fifteen (15) business days after receipt of the decision of the immediate supervisor or designee. The Superintendent or designee shall hold a conference within ten (10) business days after the receipt of the appeal and a written decision shall be rendered by the Superintendent or designee within five (5) business days after the conference.

Step 3

In the event the grievant is not satisfied with the disposition of the grievance at Step 2, the grievance may be submitted by the Association to binding arbitration within fifteen (15) days after receipt of the Superintendent's answer at Step 2. The party seeking arbitration shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the voluntary labor arbitrator selection procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the agreement. The arbitrator shall consider and decide only the specific issues raised in the

written grievance and the replies thereto and shall have no authority to make any decisions or recommendation on any other issue not so raised. The arbitrator's decision shall be based solely upon interpretation of the meaning or application of the specific terms of this agreement in light of the facts presented. The fees of the arbitrator and the cost of attendance of a court reporter, if requested by either party, shall be split between the parties. All other costs shall be borne by the party incurring the cost unless otherwise mutually agreed.

5.2 Each grievance must state the specific provisions of the agreement alleged to have been violated and the facts upon which the grievant relies to establish the alleged violation. Grievances may not be modified after submission at Step 1 without the mutual agreement of the parties. The time limits and procedures for grievance processing must be strictly followed. Unless otherwise specifically stated, all days referred to in this grievance procedure are business days, not school days. Business day is defined to mean any time the District office is open for business. Failure of the grievant or the Association to meet any time limit shall bar further processing of the grievance. Failure of the Board or the Administration to act in a timely manner shall permit the grievant to proceed to the next step. Any grievance not appealed after denial by the Administration shall bar later filing of the same grievance.

6.0 DEFINITION OF FULL-TIME AND PART-TIME EMPLOYEES

6.1 FULL TIME

A full-time employee is defined as one who is employed as a nine, ten, or twelve month employee who has a job assignment requiring thirty (30) or more hours per week.

6.2 PART TIME

A part-time employee is defined as one who has a job assignment requiring less than thirty (30) hours weekly.

7.0 WORKING CONDITIONS

7.1 VACANCIES

For the purpose of this section vacancy shall mean any existing or new position, which is deemed necessary by the Administration, which must be filled to maintain district operations.

Whenever a vacancy occurs within the district in a non-certificated position, notice of the position will be posted for seven (7) calendar days in all buildings and sent to the president of the BESPAs. A complete job description will be available upon request for any employee who expresses an interest in the position. Employees, who are not scheduled to work when school is not in session and who notify the district of their interest in any vacancies in non-certificated positions that may occur, will receive the posting in the mail.

Any current employees of the district who apply for a vacancy will be interviewed. Consideration will be given to the employees' aspirations, qualifications, present job performances, evaluation by present supervisor, and service.

Prior to any hiring, each job applicant shall be given notice of the work assignment.

Upon completion of the hiring process the name of the employee and his/her work assignment shall be sent to the BESPAs president by Human Resources.

7.2 NOTICE

Before the start of each school year, the superintendent shall provide the Association with notice of the following for the upcoming school year for each job classification:

1. The starting and ending dates.
2. The payroll dates.
3. Paid holidays if applicable.
4. The number of regular work days.
5. The number of hours in a regular work day.

The above information shall be posted in each building. No changes of a permanent or indefinite nature in the above items will be made without first informing the Association and offering further discussions if requested.

7.3 PAY PERIODS

Nine and ten month employees hired after July 1, 1993, shall be responsible for recording their time on time cards/sheets and submitting the time card for necessary approval in accordance with District policy.

1. Employees shall be paid on the 15th and 31st of each month. All 9/10 month employees may select whether they wish to be paid in 19 or 24 pays according to existing district practice.
2. Employees who work second shift may pick up their paychecks after 8:00 a.m. on payday unless other arrangements are made by the district or the employee.
3. Employees who work third shift may pick up their paychecks after 8:00 a.m. on payday unless other arrangements are made by the district or the employee.
4. Twelve month employees who are not on direct deposit may receive their paycheck in the afternoon one day early when going on vacation if the payday is the first vacation day. The employees shall put in writing the request for vacation paycheck subject to the approval of the Administrator in charge of payroll and be received in the District's Payroll office five (5) days before the pay date.
5. Employees who work first shift and are not on direct deposit shall receive their paychecks not later than 1:00 p.m. on the afternoon of pay day.

7.4 BREAKS AND LUNCH

Each employee working six (6) hours or more a day will be allowed two breaks of fifteen (15) minutes duration per day.

Each employee working less than six (6) hours per day but more than four (4) hours per day will be allowed one break of fifteen (15) minutes duration per day.

Any employee working more than four hours per day shall be allowed a thirty (30) minute unpaid break for lunch.

The District agrees to schedule breaks and lunch for eligible employees. The principal or building administrator will establish the schedule. The principal or appropriate administrator will have flexibility to schedule breaks and lunch by using existing staff to meet student needs.

Emergency requests of bargaining unit members are defined as those involving health and safety issues for all children and adults in the building. Emergency requests will be addressed immediately by bargaining unit members.

Breaks and lunches may not be interrupted for non-emergency requests.

In the event that an employee is unable to take his/her break at the scheduled time, every effort will be made to identify an alternate time for that break by the employee and the supervisor/administrator.

7.5 OVERTIME

Overtime shall be defined as authorized work, which an employee may be required to perform, in excess of the regular work week as designated below. All overtime must be authorized by the Administration. Over forty (40) hours per week worked constitutes overtime and will be paid at time and a half. The following will be counted toward the forty (40) hour per week required for overtime:

1. Vacation time
2. Sick time
3. Personal Leave
4. Holidays listed in the contract

Overtime assignments shall, whenever possible, be given to those qualified employees volunteering to take such assignment. In the event there are an insufficient number of qualified volunteers, these assignments will be rotated based upon an alphabetical list of employees organized by last name. Priority in overtime assignments will go to full-time volunteers.

7.6 NOTIFICATION OF ASSIGNMENT

All employees shall be given notice of their assignment positions for the forthcoming year no later than June 1. In the event that changes of a permanent or indefinite nature are made in such assignments after June 1, the employee affected shall be notified in writing. The employee shall be given a conference with the supervisor to discuss the transfer.

7.7 UNSAFE AND HAZARDOUS CONDITIONS

Employees who encounter conditions which are likely to endanger their health or safety shall promptly report the condition to their supervisor. Their supervisor shall promptly investigate the complaint and shall immediately substantiate in writing the supervisor's attempts to remedy the condition.

This written documentation shall be provided to the employee reporting the unsafe or hazardous condition, and a copy shall be sent to the BESPA president or his/her designee within forty-eight (48) hours of the investigation.

Whenever it becomes necessary for a Bargaining Unit employee to work in asbestos abatement, that employee shall be compensated at one and one-half times the regular rate of pay during normal working hours and two and one-half times the regular rate of pay for overtime hours.

7.8 EVALUATIONS

A. Within two (2) weeks of employment, each employee shall be advised by his/her supervisor of the evaluation procedures, standards of performance, and given a copy of the appropriate job description. No formal evaluation shall take place until such orientation has been completed.

B. In addition to information gained through observation, the administration may ask the employee to provide sample work materials and/or examples covering his/her assignment(s). Discussion of this work product may be helpful to the employee and the administration in better understanding the requirements of the position.

C. Following the probationary period of ninety (90) days, each employee will be evaluated at least one (1) time during the year. Annual evaluations will be completed by May 15.

D. Evaluations, including recommendations for employee improvements, shall be reduced to writing and one copy shall be given to the employee at a post evaluation conference to be held within fifteen (15) days of the observation. The copy of the evaluation shall be signed by the administrator and the employee. Signing an evaluation does not indicate agreement, but rather receipt and review of the document. Should the employee care to respond to the evaluation he/she may do so within then (10) days of the conference. All evaluations shall be placed in the employee's personnel file.

E. Remediation-when the job performance of an employee is considered "unsatisfactory" an effort to remediate perceived deficiencies will be initiated. The remediation process follows:

- Supervisor identifies specific area(s) of concern
- Supervisor identifies expectations during the remediation period, including specific level(s) of performance
- The duration of the remediation shall not exceed six(6) weeks
- There shall be a closing conference with the employee to discuss the remediation and to identify subsequent action(s).

F. Members, who have received all "Exceeds Expectations" ratings in all areas of their previous evaluation, may have a conference with the evaluator in lieu of a formal written evaluation. The conference will inform the employee of the salary placement for the coming year using the Salary Placement Form/Appendix II of the evaluation instrument. Members who receive a conference in lieu of a formal evaluation will be given a formal evaluation the following year.

7.9 SEPARATION OF EMPLOYMENT

EMPLOYEE RESIGNATION:

The following procedures shall be required of each employee:

- a) Notify the immediate supervisor in writing at least two (2) weeks in advance of the resignation date.
- b) Complete the necessary forms for the Human Resources Office.
- c) Separation Procedures: All separation procedures must be completed prior to the issuance of the final pay check. These separation procedures include returning to District 101 the following:
 1. All District 101 keys.
 2. All other District 101 property which may have been issued.

7.10 TERMINATION AND SUSPENSION

The first ninety (90) calendar days of employment will be a probationary period during which the Superintendent, or designee, may terminate employment by giving written notice.

During the probationary period each employee will receive one evaluation in writing. The evaluation will be performed by the employee's immediate Administrator. The evaluation will be placed in the employee's personnel file with a copy given to the employee. The employee will have an opportunity to attach a written response to the file copy if he/she chooses within ten days of the conference. After the probationary period, dismissal or discipline of an employee shall follow the procedures as hereinafter set forth. The Board recognizes the desirability of establishing and utilizing a system of progressive discipline. Disciplinary action will be progressive, except for gross misconduct, and will follow the steps outlined below. The sequence and necessity for the following steps will be determined by the Superintendent, or designee, depending upon the circumstances of each case.

7.10.1 VERBAL WARNING

A verbal warning will be given to the employee for misconduct or poor performance which does not warrant dismissal or suspension as the initial disciplinary action. This warning will be issued by the employee's immediate administrator. The specific grounds for any oral reprimand or other discipline shall be given to an employee in writing within twenty four (24) hours after the request by the employee, with a copy to the Association.

7.10.2 WRITTEN WARNING

A written disciplinary action for misconduct and/or poor performance shall be placed in the employee's personnel file. It shall contain information gathered by the immediate administrator after an investigation.

7.10.3 SUSPENSION/DISMISSAL

The decision to suspend or terminate an employee may be made by either the Board or the Superintendent. In the case of suspension, the Superintendent, or designee, shall have the authority to suspend for up to ten (10) days. Suspensions of more than ten (10) days may only be imposed by the Board of Education.

When any employee is required to appear before the Superintendent, or designee, concerning any matter which is disciplinary in nature, or which could adversely affect the continuation of that employee in his/her position of employment, or his/her salary or any salary pertaining thereto, the employee shall be given 24 (twenty four) hours prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise him/her and represent him/her during such meeting or interview.

Before an employee is disciplined by suspension, with or without pay or dismissal, the administration shall conduct an investigation of the problem to determine the facts and the employee shall be given a pre-disciplinary conference with the supervisor and the administrator, or combination of administrators, responsible for that area; i.e. Building Principal, Director of Support and Operations, Business Manager. A copy of such warning will be sent to the Association.

Only procedural violations of this section are subject to step 3 of the grievance procedure.

7.11 JOB DESCRIPTION

Job descriptions approved by the Superintendent and Association will be available to the Association and to employees holding the positions covered by the job description.

The Administration will attempt to maintain the scope of job descriptions for members of the bargaining unit. When a bargaining unit member is asked to execute ongoing duties that are not specific to the individual's job description, the member will receive training to execute the duty. If the member is not satisfied with the training, he/she may request a meeting with the appropriate administrator(s) to resolve the situation.

7.12 SENIORITY

The employer shall provide the BESPAs with a seniority list of the Classified Employees in the District upon request. This list shall include the employee's name, job classification, assignment, date of hire, and salary placement.

Seniority shall be defined as the length of continuous bargaining unit service with Batavia Public Schools and will apply irrespective of intervening transfers from one position to another. Leaves of absence shall not be considered a break in the continuous service record of any employee.

7.13 REDUCTION IN FORCE

- A. In the event the board determines the need for a reduction in force, the administration shall meet with the association to discuss the following:
1. Reasons for the need to have layoff.
 2. Review of seniority list.
 3. Review of layoff and recall procedures.
 4. In the case of the employee's job becoming non-existent, the Board may give that employee thirty (30) days notice and will reassign said employee to comparable duties until the end of the thirty (30) day notice.

B. Layoff/recall procedures:

1. Part time employees as defined in Article 6.0 of the negotiated agreement shall be terminated before any reduction in force of full time members of the bargaining unit shall commence.
2. Employees shall be laid off in the inverse order of their seniority within the categories of position established in paragraph "C" below.
3. An employee on layoff shall retain his/her right to recall for eighteen (18) months from the date he/she was released.
4. Employees shall be called back to work according to his/her placement on the employee recall seniority list. The employee recall seniority list shall list employees by categories of position as established in paragraph "C" below.
5. Employees on layoff who have been offered re-employment to the category of position from which they had been laid off and have declined shall be removed from the employee recall list. Employees on the recall list must maintain an accurate, up to date address and telephone number with the district. When the District is unable to reach an employee who is on layoff, offers of vacancies may be made to other employees who are also on layoff. Employees who did not receive notification from the District will remain on the recall list until they have had an opportunity to reply to an offer. The District will begin the recall procedure prior to the end of the school year. The responsibility of the district is to notify the employees of the vacancy. Notification shall include telephone contact or by certified mail, return receipt requested.
6. The district shall not hire anyone to a position until recall has been completed for that category of position.

C. REDUCTION IN FORCE: CATEGORIES OF POSITIONS

Categories of position: for the purpose of this article categories of position are:

Office Supervisor
Registered Nurse
Principal's Secretary (12-Month 7/1/96)
Specialist Secretary to include:
 Guidance Secretary
 Registrar
 Financial Secretary
 Student Services Secretary
 HS/MS Secretary
Associate Secretary
SpEd/Classroom/Learning Center Paraprofessional
Lead Campus Monitor
Campus Monitor
Maintenance
Maintenance Assistant
Head Custodian
Custodian
District Delivery Driver

- D. Employees affected by a reduction in force may replace an employee in another category of position if :
1. The employee, affected by the layoff, has more seniority than the employee in the category of position who would/could be displaced.
 2. The employee, affected by the layoff, has held the position which would/could be displaced.
 3. The employee, affected by the layoff, will not advance in position level on the salary schedule as a result of displacing an employee of a different category of position.

7.14 ADMINISTRATION OF MEDICATION

Bargaining Unit members will be required to administer medications only if they have the professional certification to do so.

7.15 LENGTH OF WORK YEAR

All clerical and instructional employees working on a 9-10 month contract will be assigned to a 180-day work year beginning with the 1997-98 school year.

7.16 STAFF DEVELOPMENT

The District and the Association are committed to provide high quality professional development for members of the BESP. It is the intent of this program to assure that learning experiences contribute specifically to new knowledge and/or skills that directly relate to the members' workplace as well as contribute to a broader and deeper understanding of the Batavia School District.

The Board and Association shall establish a joint Professional Development Committee to develop and recommend a comprehensive employee training program. The Committee shall be composed of one (1) representative from each of the following categories: secretaries, nurses, paraprofessionals, campus monitors, buildings and grounds staff, building administrators, Human Resources administrator, Student Services administrators, Building & Grounds administrators, and Teaching and Learning administrators. The Committee may access additional resource people as the need arises.

In performing its work, the Committee shall be guided by the following goals:

1. Increase the attention given to members' needs for professional development.
2. Raise the level of professionalism for members.
3. Develop broad curricular parameters so that completion of a program assures additional significant knowledge and skills related to the individual job and the school organization.
4. Assure quality and applicability through a pre-approval process.
5. Award certificate upon completion of a basic course of study.

The Committee will be convened annually by the Human Resources department no later than October 1st. Committee recommendations will be made to the relevant department or program supervisor(s), who shall make final recommendations to the Director of Human Resources. Changes in the initial Committee recommendations will be shared with the Committee. A copy of the initial Committee recommendations and any subsequent changes will be given to the Superintendent and the BESPAs President.

The Committee will address, but not by way of limitation, the following areas:

- Assessing District and employee training needs
- A multi-year training calendar
- Assessment of training and learning
- Assessment of successful implementation of training
- Implementation resources

Association members serving on this Committee, shall be paid a stipend of \$250 per year. Committee members will be allowed to miss one (1) meeting per year before experiencing a pro-rated reduction in their stipend.

During the 2010-11 school year, Committee recommendations will be made to the Board and Association for review and action. Additionally, the Board and Association negotiations teams will be reconvened to determine what compensation, if any, shall be paid to employees who successfully complete professional growth activities.

7.17 SUPERVISION

Bargaining unit employees may be assigned to supervisory extra duties found in the Board's negotiated agreement with the Batavia Education Association (BEA). Any such assignment will be made on a rotating basis to interested employees in the event an insufficient number of BEA members are available to staff these positions. Assignments will be made first to employees assigned to the relevant building prior to assigning employees outside of the building.

Employees who assume such extra duty assignments shall be paid the stipend established for the assignment in the BEA agreement.

7.18 MAINTENANCE EMPLOYEE WORK SCHEDULE

The regular work week for maintenance employees shall consist of forty (40) hours to be scheduled on four (4) consecutive days, Monday through Friday. The regular workday for maintenance employees shall be ten (10) consecutive hours (equivalent of 1.25 work days). For this group of employees sick leave, vacation days and holidays shall be pro-rated as follows: one (1) workday equals 1.25 sick day, vacation day, and holiday. Employees working this ten-hour schedule shall receive three (3) work breaks scheduled during the regular workday.

Maintenance employees hired after July 1, 2007, may be required to work a different regular schedule than that noted above. The regular work week for such employees may consist of forty (40) hours which may be alternatively or flexibly scheduled Monday through Saturday.

Any maintenance employee, regardless of employment date, may be subject to a temporary change in work schedule based upon the needs of the District (e.g. special projects not including, snow removal, salting, watering, and other regular tasks). Whenever possible, the Administration will provide at least two (2) weeks notice of such temporary schedule change. Employees may decline any such assignment once each year of this agreement.

7.19 FLEXIBLE SCHEDULING /SHIFT DIFFERENTIAL

If a maintenance employee temporarily works a shift other than his/her normal shift schedule, the employee will receive a shift differential of \$.25/hour worked, for those hours worked outside of the employees normal work day or work week.

7.20 ON CALL

Maintenance employees required to carry an on-call pager will be paid a stipend of fifty dollars (\$50) for each week the employee is "on call". "On-call" assignments will be made on a rotating basis from a list of maintenance employees compiled by the administration. Payment of the stipend will be based upon timesheets submitted by the "on call" employees.

8.0 SALARY SCHEDULE AND BENEFITS

8.1 LONGEVITY LIST

The employer shall provide the BESPAs with a list of the Classified Employees in the District annually by February 1st. This list shall include the employee's name, job classification, and date of hire.

8.2 NOTICE OF SALARY

After a review of the supervisors'/immediate administrators' recommendations and the annual evaluations, the Superintendent, or designee, will notify each employee of his/her placement on the salary schedule.

8.3 SALARY SCHEDULE

- A. New Employees. Employees who are new to the district shall be placed at the entry rate for their job classification. On an annual basis, they will be advanced to the next step on the schedule based on their proficiency, as determined through evaluation.

- B. Advancement on the salary schedule. An employee shall not be retained at the same step on the salary schedule for more than twelve (12) months, unless the employee is at the top rate on the salary schedule for the position or has registered at least two (2) unsatisfactory category ratings on the employee's annual evaluation.

- C. Non Probationary employees who receive an unsatisfactory in at least two (2) categories on the annual evaluation will follow these steps:
 - 1. Confer with immediate supervisor to discuss deficiencies.
 - 2. The employee and supervisor shall develop a procedure to improve the deficient areas.
 - 3. After thirty (30) calendar days, the immediate supervisor and employee will meet to discuss the success of the procedure for elimination of deficiencies.
 - 4. Immediate supervisor will make recommendations.

8.4 ASSOCIATION MEMBERSHIP (FAIR SHARE)

In the event the Association obtains a voluntary, dues-paying membership of at least fifty percent (50%) of all bargaining unit employees, the Board will implement a fair share system based upon the following:

8.4.1 DUES DEDUCTION

Each member of the Bargaining Unit, as a condition for his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective days of this agreement, whichever is later, shall join the Association or pay a fair share fee to the Association not to exceed the dues uniformly required of members. Such fee shall be certified to the Board by September 1 and such amount cannot include fees or contributions related to the election or support of any candidate for political office.

8.4.2 FAIR SHARE

In the event that the member of the Bargaining Unit does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-members. Such deductions shall be handled in the same manner that dues deductions are handled for members of the Bargaining Unit.

8.4.3 RIGHT OF NON-ASSOCIATION

Members of the Bargaining Unit are guaranteed the right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employees are members. Such employees are required to pay an amount equal to their proportionate share to a non-religious, charitable organization mutually agreed on by the employee affected and the Association.

8.4.4 HOLD HARMLESS

In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and
2. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this article.

8.4.5 EXCEPTION

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this article.

8.4.6 BESPAs DUES DEPOSIT

On each payday, the District will remit to the BESPAs treasurer a dues check in a predetermined and fixed amount. Any overage or underage will be reconciled at the end of each semester.

8.5 BOARD PAID INSURANCE

The Board of Education will pay 9/10 month, full-time and 12-month full-time employees' single health and dental insurance for all employees hired before the ratification of the 1993 Negotiated Agreement.

For anyone hired after the ratification of the 1993 Negotiated Agreement, the costs of the hospital-medical-surgical insurance are shared through the Board and employee contribution. The board will pay 85% of a single share toward medical insurance per individual member, up to the aggregate Board contribution found below.

For each insurance period (August 1- July 31) the Board will contribute to the health insurance program for the fifty two (52) FTE bargaining unit members participating in the insurance program. The total Board contribution is \$308,000 for the 2007-08 insurance period. For the 2008-2009 insurance period, the Board contribution is \$338,800, for the 2009-2010 insurance period, the Board contribution is \$372,680, for the 2010-11 insurance period the amount is \$409,948, and for the 2011-2012 insurance period, the Board contribution is \$450,942.80. The Board will not fund more than the annual cost of insurance for that year. If the employee census increases, the cost will be borne by the Board. If the census decreases, the figures stated will be reduced by an amount equal to the actual cost to the Board for those individuals no longer employed. If the cost to the Board for an insurance period is greater than the amounts set for the above, such excess will be divided pro rata among all bargaining unit members participating in the insurance program and withheld from their paychecks on a pro rata basis for the same insurance period.

The Board of Education will pay 100% of 9-10 month full-time and 12 month full-time employees' life and accidental death and dismemberment insurance policy. The life insurance policy shall be for a minimum \$10,000, or the equivalent of the employee's annual salary, with the option for the employee to purchase up to 4 times their annual salary, at the employees' cost. The insurance premium paid will be for the policy the Board elects to have in force.

8.6 EMPLOYEE BENEFITS COMMITTEE

An Employee Benefits Committee, consisting of bargaining unit members selected by the BESPA, will have responsibility for monitoring the BESPA employee benefits programs and determining how the funds, made available in Section 8.5 of this Agreement, will be allocated to purchase insurance coverage for bargaining unit members. No portion of the funds made available in Section 8.5 may be paid directly, or indirectly, to bargaining unit members, and the funds may only be used

to pay for insurance coverage costs. The Committee is also charged with determining plan design, including selected coverages, benefits and deductible and co-pay levels. District administrators and the District's insurance brokers will be made available, upon reasonable request, as resources to the Committee. Nothing herein shall prevent other employee groups from making changes in their own insurance coverage.

9.0 LEAVES

9.1 SICK LEAVE

Each full-time twelve (12) month employee shall be entitled to twelve (12) sick leave days per school year without loss of pay. Each full-time nine (9) or ten (10) month employee shall be entitled to ten (10) sick leave days per school year without loss of pay. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family or household for the purposes of this Article include parents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and members of the household. Unused sick leave may be accumulated to a maximum of 180 days for nine (9) or ten (10) month employees, and a twelve (12) month employee may accumulate a maximum of 240 days.

If any nine (9) or ten (10) month employee declares at the beginning of the school year they will retire at the end of the school year, the employee will be allowed to accrue up to 190 sick leave days. Unused sick leave above 180 days in the last year before declared retirement may be paid out at the time of retirement. The employee will request the payout in writing.

Employees may use available sick leave for disabilities due to pregnancy. After exhaustion of available sick leave, employees disabled due to pregnancy shall be granted unpaid leave up to a maximum of forty (40) working days. The Board may require evidence of proper use of sick leave and fitness to work as provided in sections 24-5 and 24-6 of the Illinois School Code.

The Board may require, at Board expense, a doctor's certification for sick leave absences of less than three (3) days.

9.2 PERSONAL BUSINESS LEAVE

Full time employees will be allotted two (2) personal leave days per contract year. These days may be used for personal business, which cannot be conducted on other than a work day.

In the event of circumstances beyond the employee's control, the employee may request approval for use of one (1) additional personal leave day by submitting the request on the appropriate form and providing a reason. Any such days approved will be deducted from available, accumulated sick leave.

9.2.1 UNUSED PERSONAL DAYS

Unused personal leave days may be accumulated as part of a person's total sick leave.

9.2.2 REQUEST FOR PERSONAL LEAVE

Request for personal leave shall be submitted in writing to the employee's supervisor at least one week prior to the date of the planned absence. Employees will use the designated form developed by the District.

9.2.3 EMERGENCY USE OF PERSONAL LEAVE

In the event personal emergency leave is needed, the employee's supervisor must be notified as soon as possible that the member of the association is unable to report for work. Within three (3) days after the employee returns to work, a personal business leave request form shall be submitted to the immediate supervisor.

9.2.4 DENIAL OF PERSONAL LEAVE

In the event a request for personal leave may be denied, the employee shall be granted a conference with the supervisor to discuss the denial of the request for personal leave. If the denial is not reversed, the person denying the request must submit a written reason explaining why the request is not applicable.

9.3 FAMILY AND MEDICAL LEAVE ACT

Eligible employees are entitled to twelve (12) work weeks of unpaid family and medical leave during a twelve (12) month period in accordance with the Family and Medical Leave Act of 1993 (FMLA). Eligible employees are employed on a full time basis with at least 1250 hours of service during the preceding twelve (12) months. The method for determining the twelve (12) month period in which the twelve (12) weeks of leave entitlement occurs will be calculated based on a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. Any other accrued paid leave, which qualifies under the Act, may be substituted at the District's option for all or the corresponding portion of an employee's leave entitlement under the Act. Similarly, if an employee requests paid leave for an FMLA qualifying purpose, the paid leave shall be counted against an employee's twelve (12) week FMLA leave entitlement.

FMLA may be used for the birth of a son or daughter; the adoption of a child and to care for such child; to care for a spouse, son, daughter, or parent who has a serious health condition; and a serious health condition that makes the employee unable to perform his/her job functions.

Upon request, eligible employees will receive information concerning the FMLA leave entitlement.

9.4 BEREAVEMENT

The Board shall grant members of the Bargaining Unit, who experience the death of a member of their immediate family or household, two (2) days of leave, per occurrence, in addition to sick and/or personal days to attend to family bereavement arrangements.

The Board may request documentation if more than one (1) bereavement request is made in a school year. Immediate family shall include parents, spouse, brothers, sisters, children (including step-children), grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and members of the employee's household.

9.5 HOLIDAYS

A. Each 12 month employee shall be granted the day off with pay on each of the following holidays. If the holiday falls on either a weekend or a day when school is in session, an alternate date may be designated by the Board of Education.

- | | |
|------------------------------|------------------------------------|
| 1. Labor Day | 8. New Year's Day |
| 2. Columbus Day | 9. Martin Luther's King's Birthday |
| 3. Veteran's Day (floater) | 10. President's Day |
| 4. Thanksgiving Day | 11. Casimir Pulaski Day (floater) |
| 5. Friday after Thanksgiving | 12. Spring Holiday (floater) |
| 6. Christmas Eve | 13. Memorial Day |
| 7. Christmas Day | 14. Independence Day |

Each 9-10 month employee shall be granted the day off with pay on each of the following holidays. If the holiday falls on either a weekend or a day when school is in session, an alternate date may be designated by the Board of Education.

- | | |
|------------------------------|---------------------------|
| 1. Labor Day | 5. Christmas Eve |
| 2. Columbus Day | 6. Christmas Day |
| 3. Thanksgiving Day | 7. New Year's Day |
| 4. Friday after Thanksgiving | 8. Martin Luther King Day |

B. An employee must work the scheduled work day before OR after a holiday in order to receive holiday pay, except when the holiday occurs during the time that the employee is on an approved vacation or other authorized absence except personal leave.

For the purposes of this section, full-time employees are those scheduled to work six (6) or more hours daily.

Any holiday will be given as a day off as long as it is recognized in the General Assembly as a holiday and a day off from school. If the General Assembly drops the day as a holiday and as a day off from school, no alternate day will be granted in its place.

- C. Floating holidays may be taken any time before June 30 and are available to the employee only after the observance for which it is intended has occurred. The request for taking a floating holiday shall be processed the same as a vacation day request.

A floating holiday is defined as a normally recognized holiday when district buildings and central office are open and employees are required to work. For example: Presidents' Day and Casimir Pulaski Day.

9.6 VACATION DAYS

- A. Vacation days will be granted to full-time, twelve (12) month employees under the following formula:
 - 1. Vacation Service Credit is earned on the basis of school years. Employees hired after July 1st but on or before December 31st will count that school year as one (1) year of vacation service credit. Employees receive vacation service credit during that school year (accrued at .8333 days/month).
 - 2. An employee, who moves to a position that qualifies for vacation leave, may request up to half of the vacation days they will accrue in a year after the first six months of work.
 - 3. Vacation days will be granted to full-time, twelve (12)-month employees under the following conditions:
 - a) Vacation days accrue on July 1 of each year of qualified employment. The number of days accrued at that time will be based on the employees service credit as of the proceeding June 30:
 - 1. Ten (10) vacation days for one (1) to four (4) years service credit.
 - 2. Fifteen (15) working days vacation for five (5) to fourteen (14) years of service credit.
 - 3. Twenty (20) working days vacation for fifteen (15) or more years service credit.

b) Employees who have accrued vacation days may request up to the number of days actually accrued. Request will be granted subject to the following limitations:

1. During periods outside of the school term (year), the number of employees in a job classification who are on vacation may be limited to 25% of the employees in the job classification.
2. Accommodations may be made for job categories with few employees.
3. During periods within the school term (year) the number of employees in a job classification who are on vacation may be limited to 10% of the employees in the job classification.

B. Holidays During Vacation Time

Vacation leave shall be figured on a working day basis. If a paid holiday occurs during the vacation leave, a vacation day will not be charged for the holiday.

C. Vacation Leave Schedule

Vacation leave must be approved by the employee's immediate administrator and initialed by the Director of Human Resources.

D. Vacation Accumulation

Vacation days cannot be accumulated beyond 12/31 of the following fiscal year.

E. Vacation Leave at Separation

Upon separation from employment by resignation, vacation time, which an employee is eligible to use but which has not been used, will be paid at the employee's regular salary rate provided the employee follows the separation requirements of section 7.9.

For the purpose of this section, full-time means an employee scheduled to work six (6) or more hours daily, twelve (12) months a year.

9.7 COURT/JURY DUTY

Employees will be compensated for a regular day of pay during those day(s) devoted to court/jury duty. In order to receive compensation, employees are required to attach the court/jury duty subpoena and documentation of any compensation received for court/jury duty service to their/a time sheet. Court duty is defined as the time the employee serves as a witness in a trial or has his or her deposition taken in any school related matter pending in court. Court/Jury duty remuneration, less mileage and meal expenses, shall be reimbursed to the District.

An employee shall give notice of pending court/jury duty to the District and the BESPA President no later than five (5) days prior to the employee serving.

The Board and the BESPA recognize that extended absence due to court/jury duty may cause the District to seek assistance to complete work normally done by a bargaining unit member.

In the case of an employee's absence, the District will seek the assistance of current bargaining unit members by way of temporary shift changes or temporary building assignment changes to complete the needed work.

If attempts to complete these work assignments fail, the District may explore other options through temporary agreements with the BESPA.

Each case will be examined individually.

10.0 TECHNICAL CLAUSES

10.1 NOTICE OF NEGOTIATIONS

Either the Association or the Board may initiate negotiations by delivery of written notice indicating readiness to negotiate. Within sixty(60) days thereafter, collective bargaining shall commence.

10.1.1 RATIFICATION PROCEDURES

When the negotiation teams reach tentative agreement, it will be reduced to writing and submitted to the Association for ratification within ten (10) working days. Following ratification by the Association it will be presented at the next scheduled School Board meeting for ratification.

10.1.2 DOCUMENT DISTRIBUTION

Within forty five (45) working days after the Agreement is signed, copies of the ratified Agreement shall be printed at the shared expense of the Employer and the Association and sent to all bargaining members. In addition, the employer shall provide no more than ten (10) extra copies of the Agreement to the Association without charge.

10.1.3 IMPASSE

It is agreed that the parties may jointly request the Federal Mediation and Conciliation Services (FMCS), if either party to this agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that both parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified. Each party shall pay for their own costs associated with mediation.

10.2 SAVINGS CLAUSE

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction after the exhaustion of any appeals, then the article, section, or clause shall be deleted from the Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

10.3 IMPASSE PROCEDURES

The procedures to be followed in the event of impasse shall be those required by section 12 of the Illinois Education Labor Relations Act. First consideration for mediation will be to use the Federal Mediation and Conciliation Services.

10.4 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, mutual consent of the parties.

11.0 NO STRIKE

During the term of this agreement, neither the association nor its agents nor any employee for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Board. The association agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this article including their responsibility to remain at work during any interruption, which may be caused or initiated by others.

12.0 WAIVER AND ENTIRE AGREEMENT

The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subjects or matters not removed by law from the area of the collective bargaining regarding the employees covered by this agreement and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are fully set forth in this agreement. During the term of this agreement, neither party shall be required to negotiate any subject which was a part of the negotiations leading to this agreement, whether or not the subject was ultimately included in this agreement; provided, however, any subject may be re-opened for negotiations upon agreement of both parties.

13.0 LABOR/MANAGEMENT RELATIONS

To advance ongoing communications and relations between the BESPA, Administration and Board, a meeting shall be scheduled every other month beginning in October of each school year. The meeting will consist of no more than two (2) members from each of the parties and will include a BESPA officer and the District Human Resources Administrator or designee. Either party may suggest agenda items up to twenty four (24) hours prior to the meeting. Topics are not limited except for grievances already filed.

Should the meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be reduced to writing, signed and appended to the Agreement. In some cases ratification by Association and Board may be necessary.

14.0 COMPENSATION DISCUSSION

The Board and BESPAs agree that if the consumer price index used for “tax cap” legislation purposes exceeds 4.5% in fiscal year 2008, 2009, or 2010, as reported by the County Clerk, or other responsible official, the Board and the BESPAs will convene their negotiation teams to discuss what, if any, changes should be made in bargaining unit salaries for the 2010-2011 and/or 2011-2012 contract years. Additionally, market compensation factors and the changing needs of the District, may also serve as the basis for discussion concerning bargaining unit salaries for the 2010-2011 and/or 2011-2012 contract years.

15.0 TERM OF AGREEMENT

This agreement shall be in effect from July 1, 2007 to June 30, 2012.

In witness whereof the parties have executed this agreement by their duly authorized representations.

The salary schedule(s) shall be in effect for the term(s) of this agreement.

DATE ADOPTED: _____

DATE ADOPTED: _____

For The Batavia Educational
Support Professional Assoc./
IEA/NEA

For the Board Of Education,
Batavia Unit School District
#101

(Signed) _____
President

(Signed) _____
President

(Signed) _____
Secretary

(Signed) _____
Secretary

APPENDIX

LETTER OF AGREEMENT

Reduction In Force

This letter pertains to Article 7.13 of the negotiated agreement between the Batavia Public School Board and the BESPAs.

The Board and the BESPAs agree to continue the practice of issuing all employees sixty (60) days notice in reduction in force situations. The exception to this practice would be a situation in which the job for which an employee was hired becomes non-existent. (Example: when an inclusion paraprofessional is hired for a specific student and then the student leaves the District.)

In the case of an employee's job becoming non-existent, the Board may give that employee thirty (30) days notice and will re-assign said employee to comparable duties until the end of that thirty (30) day notice.

LETTER OF AGREEMENT

Use Of Technology

May, 2007

The District and the BESPAs agree that bargaining unit members will be required to communicate using District technology.

Refusal to use district technology will result in a conference between the employee and his/her supervisor.

The District will provide employees with training to enable employees to meet that requirement.

No employee will be disciplined because they are unable to learn how to use the technology after training has been provided.

Denise Teepe-Ott
President, Batavia Educational
Support Professional Association

Greg Romaneck
Director of
Human Resources

LETTER OF AGREEMENT

Contracted Services

May, 2007

The following items reflect agreement between the Board and the BESPAs:

1. No BESPAs member will be terminated from employment in lieu of contract cleaning services.
2. Second shift elementary custodial positions and the Central Office Head Custodian position will be staffed by contract services following natural attrition, promotion, and/or re-assignment of BESPAs members.
3. The BESPAs will not be required to train any contract service employees.
4. The BESPAs will supply communication and direction to contract service employees.

Denise Teepe-Ott
President, Batavia Educational
Support Professional Association

Greg Romaneck
Director of
Human Resources