

Negotiated Agreement

Batavia Educational Support Professional Association & Board of Education of Batavia Public School District 101

July 1, 2020, through June 30, 2025

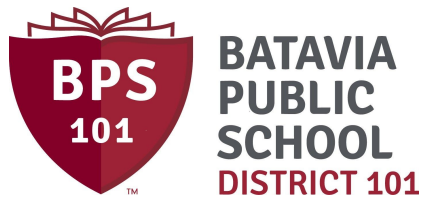


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Article 1: Recognition

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

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, Special Education/Classroom Paraprofessionals, Learning Resource Center Paraprofessionals, Campus Monitors, Lead Campus Monitor, Maintenance Levels 1-6, and District Delivery Drivers. Excluded from the Association are the central office administrative assistants/confidential secretaries, registered nurses, and any other employee excluded from the definition of employee by the Illinois Educational Labor Relations Act (IELRA).

Article 2: Employee and Association Rights

2.1 Association Business Release Time

The President of the Association or designee may be released up to twelve (12) days each contract year for Association business which cannot be handled on non-working time. Unused days allocated in the prior year will carry over to the immediately subsequent year, but shall not accrue beyond one year.

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 cost 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.

2.2 Dues Deduction

Upon receipt of a lawfully executed dues deduction authorization form, the Board shall deduct Association dues and remit the same within fifteen (15) calendar days to the Association President or designee.

2.3 Annual Notice

Before the start of each school year, the Superintendent or designee 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.

2.4 Seniority

The employer shall provide the Association with a seniority list of bargaining unit employees upon request. This list shall include the employees' name, job classification, assignment, date of hire, and salary placement.

Seniority shall be defined as the length of continuous service with the District 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.

Article 3: Labor / Management Relations

Committees are established for the purpose of collaboration and shared decision-making. Standing committees, sub-committees, and ad hoc committees may be established, modified, or discontinued with the mutual consent of all parties. Each party of a committee shall have the discretion to designate their own representatives according to the committee composition specified herein.

Each standing committee shall establish and maintain a written charter and regular meeting calendar; both shall be reviewed at least annually. Further, each committee shall seek consensus for decisions or recommendations, and if consensus cannot be reached, dissenting members may submit an accompanying minority report.

3.1 Joint Committee

To advance ongoing communications and relations between the Association, Administration and Board, a meeting of the Joint Committee shall be scheduled at least every other month during the school year.

The meeting will consist of representatives from each party and will include Association officers and the Superintendent or designees. 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.

3.2 Insurance and Benefits Committee

The Insurance and Benefits Committee shall monitor employee benefits, including insurance plan design, coverages, deductibles, and copays, make recommendations for the same to the Superintendent, and manage the provisions set forth in Section 8.6.

The Committee shall be comprised of four (4) Association members, two (2) administrators, two (2) BESPA members, two (2) exempt staff members, and one (1) non-voting Board member.

3.3 Resource Responsibility Advisory Council

The Resource Responsibility Advisory Council (RRAC) shall monitor District finances and school resource allocations and make recommendations for the same to the Superintendent.

RRAC shall be comprised of three (3) Association members, three (3) administrators, two (2) BESPA members, two (2) members of the community, and one (1) non-voting Board member.

Article 4: Assignments

4.1 Full-time

A full-time employee is defined as one who is employed in a job assignment requiring thirty (30) or more hours per week.

4.2 Part-time

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

4.3 Job Descriptions

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. At least annually, the Joint Committee shall review all job descriptions and consider appropriate training opportunities for each position.

The Administration will attempt to maintain the scope of Association job descriptions. When an employee is asked to execute ongoing duties that are not specific to the individual's job description, the employee will receive training to execute the duty. If the employee is not satisfied with the training, the employee may request a meeting with the appropriate administrator(s) to resolve the situation.

4.4 Position Vacancies

For the purpose of this section, the term "vacancy" shall mean any existing or new position, which is deemed necessary by the Administration, which must be filled to maintain District operations. A vacancy shall not exist if there are employees on the recall list who are qualified to fill the vacant position.

Whenever a vacancy occurs, notice including starting rate, will be posted electronically on the Human Resources website. A complete job description will be available upon request for any employee who expresses an interest in the position.

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 Association President by the Superintendent or designee.

4.5 Length of Work Year and Daily Work Hours

A summary of annual work days (with paid holidays) and daily work hours for full-time employees is provided below:

Category / Position	School / Level	Annual Work Days	Daily Work Hours
Campus Monitor	All	183	7.5
Maintenance	All	260	8.0
Paraprofessionals			
Paraprofessional	BHS	183	7.0
Paraprofessional	RMS	183	7.0
Paraprofessional	Elem	183	6.5
Paraprofessional	ECC	170	6.5
LRC Paraprofessional	BHS	183	7.5
LRC Paraprofessional	RMS	183	7.0
LRC Paraprofessional	Elem	183	6.5
Secretary			
Associate Secretary	All	198	7.0
Specialist Secretary	All	198 or 228	7.5 or 8.0
Principal's Secretary	AGS & ECC	228	8.0
Principal's Secretary	Elem & RMS	228	7.5
Principal's Secretary	BHS	228	8.0
Office Manager	BHS	208	8.0

Paraprofessionals may be required to work up to two (2) additional days annually for the purpose of attending professional development activities; paraprofessionals assigned to Early Childhood may be required to work up to three (3) additional days for the same purpose. All such days will be compensated at the employee's regular rate of pay. The scheduling of additional days and the topics covered shall be determined by the Superintendent or designee after soliciting input from the Association President.

4.6 Notification of Assignment

All employees shall be given notice of their assignment positions for the forthcoming year no later than the last day of school. 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.

4.7 Transfers

A "transfer" is defined as a change in the building to which an employee is assigned:

- A. Voluntary Transfers.** Requests for a voluntary transfer shall be made in writing to the Superintendent or designee after the vacancy notification has been posted. Such requests shall indicate the transfer desired. If a voluntary transfer is desired, the request for transfer must be made annually.
- B. Involuntary Transfers.** If an involuntary transfer is necessary, the Administration will, if feasible, first solicit volunteers. After considering employee seniority, the final decision regarding which employee will be transferred will rest with the Administration.

Prior to the transfer being implemented, the employee selected for the involuntary transfer will be given a conference with the supervisor to discuss the transfer. In the event that the transfer occurs during the school year, the employee selected for the involuntary transfer will not experience a reduction in pay for the remainder of the school year in which the transfer occurs.

An employee involuntarily transferred may request to return to a vacancy in the building from which they were transferred. The decision on such a transfer request will rest with the Administration. In the event the employee's transfer request is denied, the employee will be given a conference with the supervisor to discuss the decision.

4.8 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 \$0.25 per hour worked for those hours worked outside of the employees normal work day or work week.

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.

4.9 Temporary Maintenance Assignment

When a maintenance employee is reassigned to temporarily fill the role of a peer paid at a higher category level for more than two weeks, that employee will receive payment at the starting rate for the reassigned position.

Payment for the initial two weeks will be retroactive and the increased hourly rate will continue so long as the employee remains in the reassigned higher level position.

The Board will not reassign duties with the specific intent of circumventing any individual maintenance employee from achieving two weeks of continuous service at the higher level. The Board reserves the right to make an adjustment in instances where the reassigned employee is unable to meet the requirements of the higher category level position. The administration will meet and confer with the reassigned employee prior to removal from the higher classification and return to the original position.

These reassignments are short term and will not affect seniority.

Article 5: Grievance Procedure

5.1 Definition

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 (20) business days after the occurrence of the event giving rise to the grievance.

The Board and Association acknowledge that it is most desirable for an employee and the administrator to resolve problems through free and informal discussion. Therefore, an attempt shall be made to resolve any grievance through an informal discussion between the grievant and the administrator whose action(s) gave rise to the grievance.

5.2 Grievance Requirements

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. Documents relating to the filing or processing of a grievance will not be placed in the employee's(s') personnel file.

5.3 Grievance Steps

The following are the steps for processing of grievances:

- A. Step 1.** The grievant shall file his/her grievance in writing with the employee's immediate supervisor or designee within twenty (20) 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.

- B. 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.

- C. Step 3.** In the event the grievant is not satisfied with the disposition of the grievance at Step 2, the Association may appeal to the Board by filing a written appeal with the Superintendent within fifteen (15) business days after receipt of the Superintendent's decision at Step 2.

The Board shall consider the grievance in as timely a fashion as the schedule of Board meetings and the agenda therefore permit, but within thirty (30) days after the Superintendent's receipt of the appeal.

The Association may present a written statement of the grievance to the Board or may request an oral hearing. Such a hearing will be conducted by the full Board or, at the discretion of the Board, by a subcommittee of the Board at a time convenient to both the Board and the Association.

The Board shall render a written decision within five (5) business days after the meeting at which the grievance is considered.

- D. Step 4.** In the event the grievant is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted by the Association to binding arbitration within fifteen (15) days after receipt of the Board's decision at Step 3.

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.

Article 6: Reduction in Force

6.1 Notice

In the case of the employee's job becoming nonexistent (e.g., the student for which a paraprofessional was hired moves out of the District), 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. For all other cases for reduction in force, the Board shall give sixty (60) days notice.

In the event the Board determines the need for a reduction in force, the Administration shall meet with the Association to discuss the following:

- A.** Reasons for the need to have a reduction in force.
- B.** Review of seniority list.
- C.** Review of reduction in force and recall procedures.

6.2 Procedure

- A.** All part-time employees within the position shall be reduced before any full-time employees within the position are reduced.
- B.** Employees shall be reduced in the inverse order of their seniority within the position.
- C.** Employees affected by a reduction may replace an employee in another position if (a) the employee to be reduced has more seniority, and (b) the employee to be reduced has previously held the position to which they will move.

6.3 Recall

- A.** An employee released due to a reduction in force shall retain right to recall for eighteen (18) months from the date of dismissal.
- B.** Employees shall be recalled to any position for which they are qualified to hold by seniority according to the recall list. Ties in seniority on the recall list will be broken by an annual lottery.
- C.** Employees shall be removed from the recall list only if (a) they decline an offer from the position in which they were released, or (b) they accept and start work in a new position.
- D.** Notification shall include contact by both telephone and email. Employees on the recall list are responsible for providing accurate, up to date contact information to the District. If the District is unable to reach an employee on the recall list within five (5) business

days, the vacancy may be offered to other employees who are also on the recall list.

- E.** The District shall not hire a new employee until it has attempted to fill the position with qualified employees on the recall list.

Article 7: Working Conditions

7.1 Pay Periods

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 Board policy.

Employees shall be paid on the 15th and the last day of each month.

All employees working less than twelve (12) months and hired before the ratification of this Agreement, may make a one-time, permanent selection to: (a) have their wages paid in full as they are earned in each pay period, or (b) have their annual wages paid in even distributions over the entirety of the fiscal year.

Wages for all employees hired after the ratification of this Agreement shall be paid in full as they are earned in each pay period.

7.2 Breaks and Lunch

Breaks and lunch shall be allocated as follows:

- A. Any employee working more than four (4) hours per day is entitled to a thirty (30) minute unpaid lunch break.
- B. Any employee working less than six (6) hours but more than four (4) hours per day is entitled to one (1) paid fifteen (15) minute break and one (1) unpaid thirty (30) minute lunch break per day.
- C. Any employee working six (6) or more hours per day is entitled to two (2) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute lunch break per day.

Hours Worked Per Day	Lunch (30 minutes, unpaid)	Break (15 minutes, paid)
<4 hours	0	0
4-6 hours	1	1
6+ hours	1	2

The scheduling of breaks and lunch will be by agreement between the employee and immediate supervisor.

Breaks and lunch may only be interrupted for emergency requests. Emergency requests are defined as those involving health and safety issues for all children and adults in the building. Emergency requests will be addressed immediately by employees.

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.

7.3 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:

- Vacation time
- Sick time
- Personal Leave
- Holidays listed in the contract

When overtime assignments are available, the Administration will provide notice to all employees qualified to perform the work. Eligible employees must respond by end of the day when such notice is provided.

In the event there are no qualified volunteers for the overtime or the number of qualified volunteers is insufficient to perform the overtime work available, the Administration will go to a rotational list of qualified employees to select the employee assigned to perform the work. Once the employee performs the overtime assignment, he/she shall be rotated to the bottom of the list for a different, subsequent overtime assignment.

7.4 School Closings

In the event of a school closing(s), all employees are required to report to work unless otherwise directed by the Superintendent or designee.

7.5 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 Association President or his/her designee within forty-eight (48) hours of the investigation.

Whenever it becomes necessary for an 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.

7.6 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). For paraprofessionals, the evaluator may solicit formative input on the employee's performance from the respective licensed employee(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.** When the job performance of an employee is considered "unsatisfactory" an effort to remediate perceived deficiencies will be initiated. The remediation process follows:
 - 1. Supervisor identifies specific area(s) of concern
 - 2. Supervisor identifies expectations during the remediation period, including specific level(s) of performance
 - 3. The duration of the remediation shall not exceed six(6) weeks
 - 4. There shall be a closing conference with the employee to discuss the remediation and to identify subsequent action(s).

- F. Employees who have received all “Exceeds Expectations” ratings in all areas of their most recent 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. Employees who receive a conference in lieu of a formal evaluation will be given a formal evaluation the following year.

7.7 Resignation and Separation of Employment

The following procedures shall be required of each employee who resigns:

- A. Notify the immediate supervisor in writing at least two (2) weeks in advance of the resignation date.
- B. Send a letter of resignation to the Human Resources Office.
- C. Follow the separation procedures. Prior to the issuance of a final paycheck, each employee shall return all District property, including keys and ID badge.

7.8 Probationary Period

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 supervisor. 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.

7.9 Progressive Discipline

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.

- A. **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.

- B. 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 supervisor after an investigation.
- C. 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.

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 twenty-four (24) hours prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association 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 (e.g., building principal or director). 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.

7.10 Administration of Medication

Employees may be required to administer medications to students only if they have the professional certification to do so.

7.11 Staff Development

The District and the Association are committed to provide high quality professional development for employees. 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 employees' workplace as well as contribute to a broader and deeper understanding of the District.

By September 1st of each year of this Agreement, the Association President will discuss with the Superintendent or designee suggested professional development topics that are relevant to each of the four (4) position categories represented by the Association: secretarial, paraprofessional, campus monitors, and maintenance. The Superintendent or designee will meet with appropriate District department supervisors and develop the training schedule for the school year.

Before June 1st of the same school year, the Superintendent or designee will meet with Association representatives to review whether the goals and objectives of the training were met.

The Administration will communicate professional development dates for the next year by June 1st.

7.12 Supervision of Students

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 employees 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.

7.13 On Call Duty

Qualified maintenance employees, possessing a current, valid driver's license, are eligible for assignment to "on call" duties. Interested, eligible maintenance employees may volunteer annually for such duties, which will be assigned based upon a rotating list of those who volunteer. In the event an insufficient number of volunteers exist, Regional Maintenance and Foremen positions will be assigned the duties.

Employees chosen to perform these duties will be paid a stipend of \$100 for each week they are assigned to be "on call". This stipend is paid to include time spent answering or assessing calls received. In the event the situation requires the employee to report for duty to address the situation, the employee will be considered "on the clock" upon arrival and receive regular pay for duties performed. Employees reporting to work will be paid for a minimum of one (1) hour. Travel to and/or from the employee's home or then-current location will not be compensated.

Employees chosen for "on call" assignment are expected to respond and assess the on-call situation within 15 minutes of the initial contact. In the event the situation requires immediate attention, the employee will immediately report for duty or contact the immediate supervisor for direction.

7.14 Snow/ Salt Duties

Maintenance employees required to perform snow and/or salt duties outside of their normal shift schedule will be paid \$50 per week.

7.15 Extra Duty Positions Held by Non-Association Employees

Positions found on the BEA stipend schedule that are filled by non-BEA/non-BESPA members will be posted annually.

Article 8: Compensation and Benefits

8.1 Compensation

Starting pay rates for each position are those found on Appendix A..

Further, each employee shall receive an hourly pay increase of sixty five (65) cents in each year of this contract.

Employees who voluntarily move from a permanent work assignment in one job category to another job category with a different pay rate will be paid the greater of their previous hourly rate or the starting rate for that category.

8.2 Extra Duties and Stipends

Employees who perform extra duties or stipends in the BEA contract will be paid the listed BEA rate for performing such work.

Employees who perform extra duties or stipends which are not found in the BEA contract will be paid at the rate of \$15.00 per hour for performing such work.

Employees who serve on the District Insurance and Benefits Committee and on the Resource Responsibility Advisory Committee will be paid \$500.00 per year for their service. Additional committees may be added by mutual agreement.

8.3 Insurance Benefits

The Board shall offer medical, dental, and vision insurance, and other fringe benefits to all employees.

A. Contributions. Contributions are the portions of annual premium paid by the Board and the employee for insurance coverage.

1. For full time employees, the Board shall contribute a portion of annual insurance premiums as set forth by the recommendation of the Insurance and Benefits Committee and posted on the [District Intranet](#).
2. The Board shall continue to pay full single coverage of medical and dental insurance for all full-time employees hired before 1993.

B. Tax-Sheltering. The Board shall offer to shelter the employee's share of insurance premium costs eligible to be excluded from gross income under the Internal Revenue Code.

C. Fringe Benefits. In addition to medical, dental, and vision insurance, the Board shall offer to employees and pay for:

1. Term life insurance equal to the employee's base salary
2. Flexible spending account (FSA) administration fees
3. Medical insurance broker fees
4. Annual wellness screenings
5. An employee assistance program (EAP)
6. Telemedicine services

8.6 Insurance and Benefits Committee

The Association shall have two (2) representatives chosen by the Association President who serve on the District's Benefits Committee.

In the interest of maintaining high-quality benefits, the Insurance and Benefits Committee shall be responsible for monitoring all employee benefits and costs, including insurance plan design, coverages, premium contribution levels, deductibles, and copays, and make recommendations for the same to the Board.

- A. Annual Premium.** The annual premium equivalent rate ("annual premium") is the amount of money necessary, as recommended by the Board's insurance broker, to fund total projected annual plan claims and costs.
- B. Annual Premium Rate Cap.** Any annual premium increase shall be limited to a rate ("rate cap") of seven percent (7%) in the first year of this Agreement, and five percent (5%) each year thereafter.
- C. Plan Design.** The "plan design" of insurance coverages includes networks, deductibles, co-insurance, maximum out of pocket expenses, and other factors that influence plan specifications, claims and costs.
- D. Insurance Reserve.** The purpose of the insurance reserve ("reserve") is to buffer unexpected claim costs in excess of total projected annual costs for self-insured plans. The insurance reserve target for self-insured plans shall be twenty-five percent (25%) of projected annual costs, as recommended by the Board's insurance broker, including stop-loss insurance premiums, projected claims and administrative costs associated with the plans.
- E. Plan Changes.** In the event the Board experiences an annual premium increase that exceeds the rate cap (specified above), the Insurance and Benefits Committee shall recommend changes to plan design changes, coverages, and premium contribution levels, which will result in an annual premium increase less than or equal to the rate cap.

If the annual premium increase is less than the rate cap, the Board shall deposit the difference into the insurance reserve until the reserve target is met.

F. Reserve Balance Adjustments. The Committee shall consider annual premium adjustments, with advice from the Board's insurance broker, based upon the balance of the insurance reserve and according to the following formula:

1. Proportionately increase the annual premium if the reserve balance is less than eighty percent (80%) of the reserve target; or,
2. Proportionately decrease the annual premium if the reserve balance exceeds one hundred twenty percent (120%) of the reserve target.

G. Excess Rate Cap. In the event that the Committee is unwilling or unable to recommend plan design changes that achieve the rate cap, the Board may, at its discretion, determine the plan design changes or other cost reduction options necessary to do so. The decision of the Board will be final.

8.7 Retirement Benefit

A. Eligibility. The Board will make available a retirement benefit to employees who meet the following eligibility requirements:

1. The employee provides thirty (30) days irrevocable notice; and
2. Are at least 55 years old at the time of retirement; and
3. Have completed at least the equivalent of thirteen (13) years of full-time, continuous service to the District at the time of retirement (i.e., part-time service will be prorated to full-time equivalent. For example, two-years of half-time service will count as one full year of retirement credit); and
4. Are retiring from the District into the Illinois Municipal Retirement (IMRF) System; and
5. The Board will not incur an IMRF penalty or fee as a result of employee's retirement.

B. Benefit. Eligible employees will be paid a post retirement benefit equal to four hundred dollars (\$400) for each year of full-time equivalent service to the District, up to a maximum of twenty (20) years (i.e., maximum benefit of \$8,000), which shall not be due or owing until 60 days after the employee's official IMRF retirement date.

Article 9: Leaves

9.1 Sick Leave

- A. Definition.** Sick leave shall be interpreted to mean personal illness, serious illness or death in the immediate family or household, or for birth, adoption or placement for adoption.

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, members of the household and partners in a legally recognized civil union.

- B. Allocation.** 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 secretarial employee working less than twelve (12) months hired before July 1, 2014, shall be entitled to twelve (12) sick leave days per school year without loss of pay. Each employee working less than twelve (12) months hired after July 1, 2014, shall be entitled to ten (10) sick days per school year without loss of pay.

- C. Use and Limits.** 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 their own expense, a doctor's certification for sick leave absences of less than three (3) days.

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.

Sick leave for birth is limited to 30 days, unless otherwise certified by a physician. The 30 days for birth must be used on consecutive workdays contiguous to the birth. Sick leave for adoption or placement for adoption is limited to 30 days.

- D. Accumulation.** Unused sick leave may be accumulated to a maximum of 360 days.

9.2 Personal Business Leave

Full-time employees will be allotted two (2) personal leave days per contract year. Part-time, twelve-month employees shall receive two (2) personal leave days which will be prorated based upon full-time equivalency. These days may be used for personal business, which cannot be conducted other than on a work day, or "major life events" (e.g., graduation, family wedding, activities related to a child's college attendance, birth of a grandchild, travel related to the same).

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 a written request to the

Superintendent or designee. The employee must provide the reason for requesting an additional personal leave day. Any such days approved will be deducted from available, accumulated sick leave. Full-time employees may request, in writing, pre-approval for unpaid leave for circumstances beyond the employee's control or "major life events".

- A. Unused Personal Days.** Unused personal leave days may be accumulated as part of a person's total sick leave.
- B. Request for Personal Leave.** Request for personal leave shall be submitted electronically to the employee's supervisor at least 48 hours prior to the date of the planned absence. In the event personal emergency leave is needed, the employee's supervisor must be notified as soon as possible that the employee is unable to report to work.
- C. 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 Unpaid Leave of Absence

- A. Unpaid Medical Leave.** Any employee who has completed two (2) years of full-time employment may be granted up to 60 days of medical leave without pay after exhaustion of all paid leave of absence (sick, personal, vacation days) and Family Medical Leave entitlement. To be eligible for such leave, the employee must present doctor's verification of the need for such leave and secure approval of the Board of Education. While on such leave, the employee may continue health insurance coverage at the employee's sole expense.
- B. Unpaid Leave for School District Activities.** An eligible employee may be granted a long-term unpaid leave for the purpose of substitute teaching in the District or to participate in student teaching in Batavia Public Schools. The length of such leave will be determined by the employee and the immediate supervisor and requires the approval of the Board. The granting or denial of such leave request will be non-precedential or subject to review through this Agreement's grievance procedure.

Access to health insurance, if available, during the term of the leave will be determined by the requirements of the District's health insurance plan and will be provided at the employee's sole expense.

During the term of such leave, the employee will not accrue any benefits, including seniority, and salary placement advancement. However, upon return from such leave, the employee will experience no loss in benefits, salary placement, or seniority in effect at the time the leave began. The employee will be returned to a position for which he/she is qualified upon return from the leave but no necessarily to the position held at the time the leave began.

9.4 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 1,250 hours of service during the preceding twelve (12) months. Full-time paraprofessional employees are considered eligible for FMLA Leave. 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.

9.5 Bereavement

The Board shall grant an employee, 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 immediate family or household for the purposes of this Section include parents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, members of the household and partners in a legally recognized civil union.

Should an employee experience the death of a person beyond their immediate family, the employee may request to convert other available leave (e.g., sick, personal, vacation) into bereavement leave. Such conversions will be considered on a case-by-case basis and shall be at the sole discretion of the Superintendent or designee.

The Board may request documentation if more than one (1) bereavement request is made in a school year.

9.6 Holidays

- A. Twelve Month Employees.** Each 12 month employee shall be granted the day off with pay on each of the eleven (11) legal holidays designated on the annual school calendar adopted by the Board.

In addition, each 12 month employee will annually receive three (3) additional holidays.

The use of these days will be scheduled in advance by the Superintendent or designee, after consultation with the Association President. Employees required to work on any of these days will be allowed to schedule alternative, replacement days with the agreement of the immediate supervisor.

- B. Less Than Twelve Month Employees.** Each employee working less than twelve (12) months shall be granted the day off with pay on each of the eight (8) legal holidays designated on the annual school calendar adopted by the Board.

9.7 Vacation Days

- A. Vacation Days.** Vacation days will be granted to full-time, twelve (12) month employees and to part-time twelve (12) month employees (prorated to full-time equivalency) 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:
 - i. Ten (10) vacation days for one (1) to four (4) years service credit.
 - ii. Fifteen (15) working days vacation for five (5) to fourteen (14) years of service credit.
 - iii. Twenty (20) working days of vacation for fifteen (15) or more years of service credit.
 - b. Employees who have accrued vacation days may request up to the number of days actually accrued. Request will be granted unless the request will leave the District without adequate staffing to meet educational needs. Vacation leave must be approved by the employee's immediate supervisor.

- 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 Accumulation.** Vacation days cannot be accumulated beyond December 31st of the following fiscal year.

9.8 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 Association President no later than five (5) days prior to the employee serving.

The Board and the Association recognize that extended absence due to court/jury duty may cause the District to seek assistance to complete work normally done by an employee. In the case of an employee's absence, the District will seek the assistance of other employees 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 Association. Each case will be examined individually.

Article 10: Technical Clauses

10.1 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.

10.2 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.

- A. 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.
- B. 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 District and the Association and sent to all employees of the bargaining unit. In addition, the employer shall provide no more than ten (10) extra copies of the Agreement to the Association without charge.
- C. 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

Article 11: Term of Agreement

This agreement shall be in effect from July 1, 2020, through June 30, 2025.

In witness whereof the parties have executed this Agreement by their duly authorized representatives.

BATAVIA EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION,
IEA/NEA

BOARD OF EDUCATION OF
BATAVIA SCHOOL DISTRICT 101,
KANE COUNTY, ILLINOIS

President

President

Secretary

Secretary

Date

Date

Appendix A: Position Starting Rates

Category / Position	2020-21	2021-22	2022-23	2023-24	2024-25
Maintenance					
Groundskeeper, Delivery Driver	\$ 13.53	\$ 14.10	\$ 14.67	\$ 15.24	\$ 15.81
Building Custodian	14.83	15.40	15.97	16.54	17.11
Head Building Custodian, Head Groundskeeper	19.40	19.97	20.54	21.11	21.68
Regional Maintenance, Inventory Clerk	22.89	23.46	24.03	24.60	25.17
Foreman	29.13	29.70	30.27	30.84	31.41
Secretaries					
Associate Secretary	12.74	13.31	13.88	14.45	15.02
Specialist Secretary	14.05	14.62	15.19	15.76	16.33
Principal's Secretary	16.65	17.22	17.79	18.36	18.93
Office Manager	17.95	18.52	19.09	19.66	20.23
Paraprofessionals					
Paraprofessional (Classroom, Special Ed)	13.53	14.10	14.67	15.24	15.81
Campus Monitors					
Campus Monitor	12.74	13.31	13.88	14.45	15.02
Lead Campus Monitor	13.27	13.84	14.41	14.98	15.55